

Special, 4/8/2026 11:00:00 AM

BE IT REMEMBERED that on April 08, 2026, 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 Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
April 08, 2026

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, 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
April 08, 2026**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **08th** day of **April 2026** 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** meeting 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:

10:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

11:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

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11:30 a.m. – Announcement of a Workshop to receive and consider additional information from Anita Ward with Care Solace services being offered to Jefferson County.

1:00 p.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.074 for commissioners' court to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Jefferson County provides the opportunity for the public to view the Commissioner's Court meeting with the following options:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Cary Erickson, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

- (a). Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 26-004/CG), Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327, with Cat5 Resources, LLC with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 13 - 16

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file Change Order No. 5 for Contract No. (RFQ) 20-051/JW, Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County with DE Corporation (Dannenbaum Engineering) for additional bid Design Phase Services. This change order will increase the contract in the amount of \$14,563.00; bringing the total contract amount from \$775,614.49 up to \$790,177.49. Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 17 - 19

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

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- (c). Consider and authorize County Judge to execute sales contract for the purchase of the property located at 20245 HWY 90, China, Texas 77613, in the amount of \$243,000.00, earnest money in the amount of \$2,500.00 and additional closing cost in the amount of \$543.68. This property is located in Precinct 1. Consider and authorize the County Judge or the County Auditor to execute all other necessary documents for the closing of this property. Discretionary Exemption for the purchase of this land as authorized by Local Government Code §262.024 (a)(6) any land or right-of-way was approved by Commissioners' Court on March 31, 2026.

SEE ATTACHMENTS ON PAGES 20 - 67

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 68 - 69

Motion by: Sinegal

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for supplies.

SEE ATTACHMENTS ON PAGES 70 - 70

114-0405-431-3044	JANITOR SUPPLIES	\$2,000.00	
114-0402-431-3079	CRUSHED STONE		\$2,000.00

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for extra help.

SEE ATTACHMENTS ON PAGES 71 - 71

Notice of Meeting and Agenda
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114-0401-431-1005	EXTRA HELP	\$15,000.00	
114-0402-431-1005	EXTRA HELP	\$12,000.00	
114-0402-431-3079	CRUSHED STONE		\$27,000.00

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (c). Consider and approve budget transfer – Road & Bridge Pct. 4
 –additional cost for extra help.

SEE ATTACHMENTS ON PAGES 72 - 72

114-0402-431-1005	EXTRA HELP	\$40,000.00	
114-0402-431-1028	LABORERS		\$40,000.00

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (d). Consider and approve budget transfer – Road & Bridge Pct. 4
 –additional cost for road materials.

SEE ATTACHMENTS ON PAGES 73 - 73

114-0402-431-3016	CHEMICALS, SPRAYS, ETC.	\$45,000.00	
114-0402-431-3080	COVER STONE		\$45,000.00

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (e). Consider and approve budget transfer – Human Resources – additional cost for training.

SEE ATTACHMENTS ON PAGES 74 - 74

120-1012-415-5062	TRAVEL EXPENSE	\$500.00	
120-1012-415-4011	EQUIPMENT- MISCELLANEOUS		\$500.00

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Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (f).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending February 28, 2026.

SEE ATTACHMENTS ON PAGES 75 - 90

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (g).Receive and file Passenger Facility Charge Audit Report for Public Agencies for the Year Ended September 30, 2025.

SEE ATTACHMENTS ON PAGES 91 - 101

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (h).Consider, approve, and ratify electronic disbursement for \$5,000,534.39 to Bank of Oklahoma Financial for partial bond defeasance of the Certificates of Obligation Bond Series 2019.

SEE ATTACHMENTS ON PAGES 102 - 105

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (i).Regular County Bills – Check #538070 through check #538241.

SEE ATTACHMENTS ON PAGES 106 - 112

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (j).Consider and approve budget amendment – Road & Bridge Pct. 1 – purchase of land.

SEE ATTACHMENTS ON PAGES 113 - 113

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111-0108-431-6021	LAND & EASEMENTS	\$250,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$250,000.00

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, receive and file a Resolution to adopt the 2026 Jefferson County Application and Policy for Tax Abatements, and Standard Abatement Agreement for any Tax Abatements applied for and to be considered after approval, pursuant to Sec. 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 114 - 152

Motion by: Erickson

Second by: Willis

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and possibly approve a Proclamation for Interference with Child Custody Awareness Day.

SEE ATTACHMENTS ON PAGES 153 - 153

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and possibly approve a Proclamation for Sexual Assault Awareness Month, to Honor Child Abuse & Forensic Services (CAFS).

SEE ATTACHMENTS ON PAGES 154 - 154

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

HISTORICAL COMMISSION:

- (a). Consider and possibly approve, authorize the County Judge to execute receive and file the Antiquities Permit Application regarding necessary roof renovations.

SEE ATTACHMENTS ON PAGES 155 - 156

Motion by: Willis
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

HUMAN RESOURCES:

- (a).Presentation of the 2025 Employee Excellence Award.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (b).Consider and possibly approve Resolution for the 2025 Employee Excellence Award Winner.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a).Please consider and possibly approve, authorizing the Jefferson County Judge to execute an Inter-local agreement between Jefferson County and the Cities of Beaumont and Pt. Arthur on asset sharing of the 2025 Edward Byrne Justice Assistance Grant Program (JAG) for the Sheriff's Office with an allocation of \$20,462.

SEE ATTACHMENTS ON PAGES 157 - 158

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (b).Consider, possibly approve, and authorize the County Judge to execute, a Memorandum of Agreement (MOA) with the City of Port Arthur for the use of Jefferson County Sheriff's Range. This is pursuant to the Texas Government Coad 791.

SEE ATTACHMENTS ON PAGES 159 - 164

Notice of Meeting and Agenda
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Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (c). Consider, possibly approve, and authorize the County Judge to execute, a Memorandum of Agreement (MOA) with the City of Port Neches for the use of Jefferson County Sheriff's Range. This is pursuant to the Texas Government Coad 791.

SEE ATTACHMENTS ON PAGES 165 - 167

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (d). Consider, possibly approve, and authorize the County Judge to execute, a Memorandum of Agreement (MOA) with the City of Groves for the use of Jefferson County Sheriff's Range. This is pursuant to the Texas Government Coad 791.

SEE ATTACHMENTS ON PAGES 168 - 170

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (e). Consider, possibly approve, and authorize the County Judge to execute, a Memorandum of Agreement (MOA) with the City of Nederland for the use of Jefferson County Sheriff's Range. This is pursuant to the Texas Government Coad 791.

NO ATTACHMENTS

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

- (f). Consider, possibly approve, and authorize the County Judge to execute, a Memorandum of Agreement (MOA) with the Port Arthur Independent School District (PAISD) for the use of Jefferson County Sheriff's Range. This is pursuant to the Texas Government Coad 791.

SEE ATTACHMENTS ON PAGES 171 - 174

Notice of Meeting and Agenda
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Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

OTHER BUSINESS:

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community
interest without taking action.**

**Possible Consideration and approval of Resolutions or Proclamations not
to be read during court.**

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
April 08, 2026

Special, April 08, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 08, 2026.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): ^{Addendum #1} _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Cat5 Resources, LLC

Company Name

6757 Patillo Rd

Address

Beaumont, TX 77705

City State Zip

Cindy Perez

Signature of Person Authorized to Sign

Cindy Perez

Printed Name

CEO

Title

For clarification of this offer, contact:

Cindy Perez, CEO

Name & Title

855-550-2285 Ext 115 888-663-4161

Phone Fax

RFPs@cat5resources.com

E-mail

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

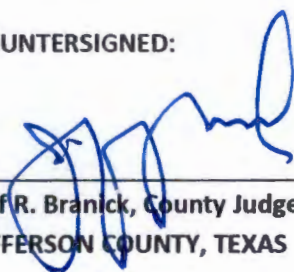
ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 26-004/CG), Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

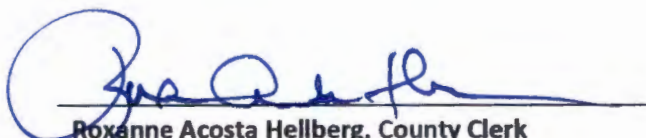


Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

4-8-2026

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

4/8/26

Date



Attachment A

Preliminary Tabulation

IFB 26-004/CG

Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County

Opening Date: March 25, 2026

Allegiant Generator Services NA, LLC 22057 Morton Ranch Rd Bldg 1 Katy, TX 77449 John Alford Phone: 832-499-1866 email: john@ags-na.com	GenServe, LLC 10757 Cutten Rd Bldg 3 Houston, TX 77066 Jack Leonard Phone: 346-488-5357 email: jleonard@genserveinc.com	Gulf Coast Electric Co. 2005 Pecos St Beaumont, TX 77701 Kevin J Picard Phone: 409-833-2828 email: KevinJPicard@yahoo.com	Cat5 Resources LLC 6757 Patillo Road Beaumont, TX 77705 Cindy Perez Phone: 409-460-3069 Fax: 888-663-4161 email: rfps@cat5resources.com	Emergency Power Services P.O. Box 8 Silsbee, TX 77656 John Baker Phone: 409-658-0765 Fax: 409-246-8164 email: jb17@wt.net
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Item	Description	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$165.00	\$185.00	\$105.00	\$105.00	\$185.00
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$135.00	\$185.00	\$65.00	\$95.00	\$92.50
3	Generator Technician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	\$205.00	\$277.50	\$157.50	\$145.00	\$277.50
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	\$165.00	\$277.50	\$97.50	\$125.00	\$138.75
5	Generator Technician for services on Holidays	\$215.00	\$370.00	\$210.00	\$145.00	\$277.50
6	Helper accompanying Generator Technician for services on Holidays	\$175.00	\$370.00	\$130.00	\$125.00	\$138.75
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$295.00	\$185.00	\$157.50	\$145.00	\$277.50
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$235.00	\$185.00	\$97.50	\$125.00	\$138.75
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$295.00	\$277.50	\$210.00	\$145.00	\$277.50
10	Helper accompanying Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$235.00	\$277.50	\$130.00	\$125.00	\$138.75
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$325.00	\$370.00	\$210.00	\$145.00	\$277.50
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	\$250.00	\$370.00	\$130.00	\$125.00	\$138.75
13	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	see attached excel file	\$3.50/mile	None	Fuel Cost +\$.50/per gal, material cost + 15%	\$2.25/mile, supplies \$50.00 per invoice, 4hr min after hour charge

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.



Department	Address	Make	Model	Rating	Inspection	PM1 Charge	Trip Charge	Total Per PM1	PM2 Charge	Trip Charge	Total Per PM 2
Sabine Pass	5960 South 1st Street, Sabine Pass, TX 77655	Baldor	IDLC150-3JU	150 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 570.00	\$ 99.00	\$ 669.00
Courthouse	1149 Pearl St., Beaumont, TX 77701	Baldor	IDLC 2000	2 MW	Yes	\$ 540.00	\$ 99.00	\$ 639.00	\$ 2,805.00	\$ 99.00	\$ 2,904.00
JC Service Center	7789 Vitterbo Rd, Beaumont, TX 77705	Baldor	IDLC 40	40 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 495.00	\$ 99.00	\$ 594.00
Pct. 1	20205 W. Hwy 90, China, TX 77613			200 KW	No	\$ 305.00	\$ 99.00	\$ 404.00	\$ 720.00	\$ 99.00	\$ 819.00
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No	\$ 305.00	\$ 99.00	\$ 404.00	\$ 525.00	\$ 99.00	\$ 624.00
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 495.00	\$ 99.00	\$ 594.00
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No	\$ 305.00	\$ 99.00	\$ 404.00	\$ 570.00	\$ 99.00	\$ 669.00
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes	\$ 405.00	\$ 99.00	\$ 504.00	\$ 1,140.00	\$ 99.00	\$ 1,239.00
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 495.00	\$ 99.00	\$ 594.00
Narcotics Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 510.00	\$ 99.00	\$ 609.00
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	TS350T	250 KW	No	\$ 305.00	\$ 99.00	\$ 404.00	\$ 720.00	\$ 99.00	\$ 819.00
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFB	500 KW	Yes	\$ 405.00	\$ 99.00	\$ 504.00	\$ 1,190.00	\$ 99.00	\$ 1,289.00
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFB	400 KW	Yes	\$ 405.00	\$ 99.00	\$ 504.00	\$ 920.00	\$ 99.00	\$ 1,019.00
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG06045ANAX	60 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 438.99	\$ 99.00	\$ 537.99
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 400.00	\$ 99.00	\$ 499.00
Airport	5000 Jerry Ware Dr., Beaumont TX 77705/ Gate 1	Kohler	150RE0ZJD1	155 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 570.00	\$ 99.00	\$ 669.00
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJD	100 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 510.00	\$ 99.00	\$ 609.00
Airport	5000 Jerry Ware Dr., Beaumont TX 77705/ Fleehouse	Kohler	20ROZJ	25 KW	Yes	\$ 305.00	\$ 99.00	\$ 404.00	\$ 415.00	\$ 99.00	\$ 514.00
Airport	5000 Jerry Ware Dr., Beaumont TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes	\$ 405.00	\$ 99.00	\$ 504.00	\$ 1,175.00	\$ 99.00	\$ 1,274.00

Total PM1 \$ 8,311.00 Total PM2 \$ 16,544.99

Other Fees	
Trip Charge - Troubleshooting & Repair	\$265 per technician
Trip Charge - PM Visit	\$99 per unit
Freight Charge	20% markup
Parts Markup - Repair Items	30% markup
Parts Markup - PM Items	20% markup

**Drainage Mitigation and
SH 124 Bridge Replacement
Supplement 3 - Construction Phase Services
May 2025**

A. CONSTRUCTION PHASE SERVICES

This supplement includes the effort related to extension of the project to the current end date of October 2025. The original completion date was March 7, 2025. The project time extension has been documented in the monthly meeting minutes prepared by the project's construction manager.

Section 1.0: Construction Phase Services

This task includes the services to support the construction phase of the project that relates to the extension of the project's end date. Work includes:

- Coordination Meetings (Assume 7 additional monthly meetings using Teams)
- Coordination Meetings (on-site) (Assume 2 additional meetings for 2 people)
- RFI's / Submittals – Presently, the project has 22 combined RFI's / Submittals completed. The Contract had 23 total. We anticipate reviewing at least 2 additional RFI's and 2 additional Submittals to the end of the project, totaling 4.

RFI's answers will be made in writing with required back-up. This work includes tracking of all RFI's and submittals. DEC will provide a maximum of 7 days' return on all submissions and RFI's.

Deliverables – As noted above

2.0 project Management

This task covers project management during the extended construction phase. This work includes invoicing, status reports, oversight of construction phase services, coordination with project stakeholders (as necessary), coordination with the contractor regarding RFI's and other engineering issues, coordination with field inspection/construction management personnel and general coordination with the County's team during construction.

Deliverables – As noted above

PROFESSIONAL SERVICES AGREEMENT - AMENDMENT #3

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Project Number: 20-051/JW

Date: April 2, 2026

Project Name: Taylor Bayou Drainage Mitigation and SH 124 Bridge

Description of Services: Replacement Additional meetings and RFI's due to Project Time

Deliverables: Extension Construction Phase Services

Schedule: March 7, 2025 to October 2025

Compensation Type: Lump Sum Fee

Current Contract Amount: \$ 775,614.49

Amount of this Amendment: \$ 14,563.00

Revised Total Amount Authorized: \$ 790,177.49

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

Jefferson County, Texas

GFT Infrastructure, Inc. (formerly DE Corp.)

By: [Signature]
Name: Jeff Branick

By: [Signature]
Name: Chad G. Gartner

Title: County Judge

Title: Central Region Senior Vice President

Date: 04/08/2026

Date: 4/7/2026

Attest: [Signature]
Date: 4/8/26



**Taylor Bayou Drainage Improvements
Jefferson County Scope
of Work**





Taylor's Bayou Drainage Improvements
Jefferson County
Drainage Mitigation & SH 124 Bridge Replacement
Supplement 3 Engineering Fee Estimate
Construction Phase Services
 May 2025

Scope	Section	Factored Labor Rates (\$ Per Hour)	Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by Task
A. CONSTRUCTION PHASE SERVICES									
1.0	Construction Phase Services								
	Project Extension (7 months) monthly meetings		7		14		0	21	\$ 3,395.00
	Coordination Meetings (on site/assume 2)		8		10			18	\$ 3,220.00
	Shop Drawing Reviews / Re-Submittal Reviews /RFI's (Assume 4 Total)		2	4	10			16	\$ 2,370.00

**Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work**

**Drainage Mitigation and
SH 124 Bridge Replacement
Supplement 4 - Construction Phase Services
May 2025**

A. CONSTRUCTION PHASE SERVICES

This supplement includes the effort related to extension of the project to the current end date of October 2025. The original completion date was March 7, 2025. The project time extension has been documented in the monthly meeting minutes prepared by the project's construction manager.

Section 1.0: Construction Phase Services

This task includes the services to support the construction phase of the project that relates to the extension of the project's end date. Work includes:

- Coordination Meetings (Assume 7 additional monthly meetings using Teams)
- Coordination Meetings (on-site) (Assume 2 additional meetings for 2 people)
- RFI's / Submittals – Presently, the project has 22 combined RFI's / Submittals completed. The Contract had 23 total. We anticipate reviewing at least 2 additional RFI's and 2 additional Submittals to the end of the project, totaling 4.

RFI's answers will be made in writing with required back-up. This work includes tracking of all RFI's and submittals. DEC will provide a maximum of 7 days' return on all submissions and RFI's.

Deliverables – As noted above

2.0 project Management

This task covers project management during the extended construction phase. This work includes invoicing, status reports, oversight of construction phase services, coordination with project stakeholders (as necessary), coordination with the contractor regarding RFI's and other engineering issues, coordination with field inspection/construction management personnel and general coordination with the County's team during construction.

Deliverables – As noted above



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Wendy Leigh Bankhead (Seller) and (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).

A. LAND: Lot Block, See Special Provisions Addition, City of China, County of Jefferson, Texas, known as 20245 Hwy 90, China, TX 77613 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession:

E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$243,000. The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum.
C. Sales Price (Sum of A and B) \$243,000.00

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

- A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

(Address of Property)

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Kelly Wakefield (Escrow Agent) at 3050 Dowlen Rd. Beaumont, TX 77706 (address): \$ 2,500 as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

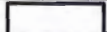
A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

- (i) will not be amended or deleted from the title policy; or
- (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

Initialed for identification by Buyer 

and Seller 



(Address of Property)

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.**

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

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TREC NO. 20-18
TXR 1601

(Address of Property)

- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) CERTIFICATE OF MOLD REMEDIATION: If the Property has been remediated for mold, Seller must provide to Buyer each certificate of mold damage remediation issued under §1958.154, Occupations Code, during the 5 years preceding the sale of the Property.
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): DD6

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
 - (1) Buyer has received the Notice.
 - (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
 - (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the

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(Address of Property)

warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before 04/15/2026, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code)

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TREC NO. 20-18

will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
- (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Buyers to honor the Bankhead family with a commemorative plaque, monument, or similar structure.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

(Address of Property)

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1149 Pearl St

To Seller at: 20245 Hwy 90

Beaumont, TX 77701

Beaumont, TX 77713

Phone: 409 835

Phone: (409) 784-9313

E-mail/Fax: jeff.branick@jefferscountytx.gov

E-mail/Fax: wendybankhead62@gmail.com

E-mail/Fax:

E-mail/Fax:

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Loan Assumption Addendum
- Addendum for Sale of Other Property by Buyer
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Addendum for Authorizing Hydrostatic Testing
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum

- Seller's Temporary Residential Lease
- Short Sale Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- Addendum for Property in a Propane Gas System Service Area
- Addendum Regarding Residential Leases
- Addendum Regarding Fixture Leases
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Section 1031 Exchange
- Other (list):

[Empty box for listing other addenda]

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

(Address of Property)

EXECUTED the 08 day of April, 2024 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)



ATTEST [Signature]
DATE 4/8/24

[Signature]
Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-18. This form replaces TREC NO. 20-17.

(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm License No. Connect Realty 573369
Listing Broker Firm License No.

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

represents Seller and Buyer as an Intermediary
 Seller only as Seller's agent

Associate's Name License No. Matthew Fischer 642155
Listing Associate's Name License No.

Team Name The Matthew Fischer Real Estate Team
Team Name

Associate's Email Address Phone matthew@matthewfischerteam.com (409) 960-9544
Listing Associate's Email Address Phone

Licensed Supervisor of Associate License No. Mary Goudreault 538377
Licensed Supervisor of Listing Associate License No.

Other Broker's Address Phone 3560 Delaware St, Ste 308 (409) 960-9544
Listing Broker's Office Address Phone

City State Zip Beaumont, TX 77706
City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

(Address of Property)

OPTION FEE RECEIPT

Receipt of \$.00 _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ 2,500.00 _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$.00 _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



INFORMATION ABOUT MINERAL CLAUSES IN CONTRACT FORMS

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This form contains general information about mineral estates in published contract forms.

1. INTRODUCTION: Historically, buyers and sellers of property near urban areas have not been concerned about the conveyance or retention of mineral interests. Mineral interests for such properties may have been severed in the past or the value of the mineral interests may have been relatively insignificant. There has historically been little risk that the owner of the mineral interests under property near urban areas could or would access the surface of the property to drill or excavate for minerals (perhaps, because the property was too small to support such activity or because such activity may have been heavily regulated by a city). In recent years, the discovery of large mineral deposits near urban areas and advances in drilling technologies have led to increased exploration and drilling activities in and near urban areas. In turn, buyers and sellers of property in urban and suburban areas have raised questions as to whether it is best to convey or retain all or part of the mineral interests in a particular sale.

2. WHO OWNS THE MINERALS? Owners of property in or near urban areas typically are not aware of the precise extent of the mineral interests they may own. One may own all or only a portion of the mineral interests. Further, the mineral interests may have been leased. Determining who owns the mineral interests, whether the mineral interests have been leased, and who holds rights under any leases requires an expert (such as an oil and gas attorney) to review the chain of title and formulate an informed opinion.

3. CONTRACT FORMS: The residential contract forms promulgated by the Texas Real Estate Commission and the commercial contract forms published by Texas REALTORS® provide that the seller will convey to the buyer all of the seller's rights associated with the property, including all mineral interests and any rights held under any mineral leases by the seller. If a seller wishes to reserve all or a part of the mineral interests and rights held by the seller in a residential transaction, the seller **must** use the Texas Real Estate Commission's *Addendum for Reservation of Oil, Gas, And Other Minerals* (TREC No. 44-2, TXR No. 1905). If the addendum is not attached to the sales contract, the seller conveys to the buyer all of the mineral interests and rights held by the seller at the time of the transaction. In a farm & ranch transaction, the seller may use the TREC promulgated form, but may also use any addendum prepared by an attorney or by either party.

4. RESOURCES: One may find information related to mineral estates and mineral leases through many sources, including but not limited to: (a) the Real Estate Research Center (www.recenter.tamu.edu); and (b) the Railroad Commission of Texas (www.rrc.texas.gov). There are many other useful sources that one can access via the Internet through most Internet search engines.

The undersigned acknowledge receipt of this notice.

Printed Name: _____

Date

Printed Name: _____

Date



Information About Brokerage Services

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

11-03-2025



TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS: A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

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

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

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

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

A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

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

Connect Realty	573369	brokertx@connectrealty.com	(281) 292-3499
Name of Sponsoring Broker (Licensed Individual or Business Entity)	License No.	Email	Phone
Mary Goudreault	538377	brokertx@connectrealty.com	(281) 292-3499
Name of Designated Broker of Licensed Business Entity, if applicable	License No.	Email	Phone
Mary Goudreault	538377	brokertx@connectrealty.com	(281) 292-3499
Name of Licensed Supervisor of Sales Agent/Associate, if applicable	License No.	Email	Phone
Matthew Fischer	642155	matthew@matthewfischerteam.com	(409) 960-9544
Name of Sales Agent/Associate	License No.	Email	Phone

 Buyer/Tenant/Seller/Landlord Initials Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov TXR 2501

Connect Realty Beaumont

3560 Delaware Suite 308 Beaumont, TX 77706

4097906241

Matthew Fischer

IABS 1-2



WIRE FRAUD WARNING

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Buyers and Sellers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

Connect Realty

Broker's Printed Name

<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer Date

By:

Broker's Associate's Signature Date

<input type="checkbox"/> Seller <input type="checkbox"/> Buyer Date



HOME WARRANTY

Buyer(s): _____

Property Address: 20245 Hwy 90, Beaumont, TX 77713

I acknowledge that a home warranty and the benefits of a home warranty have been explained to me, and that my Realtor® has advised me of my rights to purchase a home warranty for the property mentioned above, for which I am currently under contract to purchase.

Home Warranty provider selected: _____

Buyer(s) Signature _____ Date _____

Buyer(s) Signature _____ Date _____

HOME WARRANTY WAIVED

I hereby waive my rights to the benefits and protection that a purchase of a home warranty would afford me. I agree to hold harmless my real estate broker and real estate agent against liability resulting from any problems with the condition of the home that would have been addressed by having a home warranty.

Buyer(s) Signature _____ Date _____

Buyer(s) Signature _____ Date _____



GENERAL INFORMATION AND NOTICE TO CONSUMERS

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Be an informed consumer. The following information may assist you during your real estate transaction.

ANNEXATION. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker may represent a party (buyer, tenant, landlord, or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Buyer, tenant, landlord, and seller will be provided a form titled "Information About Brokerage Services" which defines agency relationships. An agent may help a seller or landlord market the property or help a buyer or tenant locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

COMPENSATION. Compensation means any commission, fee, or other valuable consideration for real estate brokerage services provided by a broker or agent. **Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, any Multiple Listing Service (MLS), or any other listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.** There are many different compensation models brokers may use including commission, flat fee, hourly fee, and fees for specific tasks. Broker compensation may come from different sources: buyer and tenant may pay their broker directly, or the seller, landlord, or listing broker may offer to pay certain buyer or tenant's expenses, which can include broker fees.

CONCRETE ISSUES (Alkali-Silica Reaction). Alkali-Silica Reaction (ASR), also known as Concrete Cancer, is a chemical reaction in concrete that can compromise structural integrity over time. ASR typically occurs in concrete structures exposed to moisture, such as foundations, slabs, swimming pools, and retaining walls. Diagnosing ASR definitively requires testing by a licensed structural engineer who can examine the concrete's composition and condition. Because swimming pools are in constant contact with water, they are particularly vulnerable to ASR. Over time, ASR-related damage may render the pool or surrounding deck areas unusable or unsafe. If you are buying or selling a home and have concerns about potential ASR, you should: (1) Consult a structural engineer to inspect and test the property if you notice signs such as cracking, uneven surfaces, or unexplained expansion in concrete areas. (2) Engage an attorney for guidance on disclosure obligations, inspection contingencies, and how ASR issues may affect negotiations or contracts.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified certain environmental concerns that may affect a property and that a buyer or tenant should be aware of. These environmental concerns include, but are not limited to, the presence of hazards such as asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. There may also be other types of environmental concerns, such as wetlands or endangered species, affecting the property that could restrict the use of the property.

Environmental Inspections. If the buyer has an environmental concern about the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller or landlord provide the buyer or tenant with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller or landlord has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional.

Noise. Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer or tenant is encouraged to drive to review the area around the property at various times and days.

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement. The tenant may be required to water the foundation of a leased property as part of the tenant's responsibilities under the lease agreement.

FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person," the seller should consult a tax professional or an attorney.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area. A tenant may want to consider purchasing flood insurance if renting in a flood hazard area. The landlord's flood insurance typically does not cover a tenant from loss of personal property or displacement costs.

FOREIGN BUYERS AND RENTERS. Pursuant to Texas Property Code Chapter 5, Subchapter H, certain buyers and renters may be prohibited from purchasing real property or entering into leases for one year or more. Buyers and renters who believe these restrictions may apply to them should consult an attorney before entering into the transaction.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, AND WALK-THROUGH.

Inspections. The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or

repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

Walk-Through. Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

MANDATORY OWNERS' ASSOCIATIONS. If a property is subject to an owners' association, membership in the association is typically required. The buyer is entitled to obtain subdivision information, which may include the applicable restrictions, the association bylaws and rules, and a resale certificate. Unless otherwise negotiated in the contract, the buyer may be responsible for the cost of obtaining this information. Membership in an owners' association usually involves an obligation to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property. A tenant is also required to comply with all owners' association rules applicable to the leased property, and may be subject to fines for failure to do so.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer or tenant should independently verify the information and not rely solely on information obtained from the MLS.

PERMITS. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale closes and funds, or according to a temporary residential lease or other written lease required by the parties. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail. A tenant may want to consider purchasing liability insurance and insurance for casualties such as fire, flood, water damage, and theft. The landlord's insurance does not cover a tenant from loss of personal property.

PROPERTY VALUES. The real estate market is cyclical and current property values may fluctuate. Brokers and agents cannot guarantee desired future market conditions or property values. The ultimate decision on the price

and terms a Buyer is willing to buy and a Seller is willing to sell for a specific property rests solely with that Buyer and Seller.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer or tenant is encouraged to independently verify with the school district which schools the residents of the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. Neither a seller, landlord, seller's agent, nor landlord's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer or tenant is concerned about sex offenders who may reside in the area, access <https://sor.dps.texas.gov>. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If the purchase price is based on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

SURVEILLANCE. Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

SURVEY. A survey may identify the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural,

or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most purchase contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

TIDE WATERS. If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, "Addendum for Property Located Seaward of the Gulf Intracoastal Waterway" (TXR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

UTILITIES. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER LEVEL FLUCTUATIONS. State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

WATER WELLS. If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should determine if the county requires any registration or other action to begin using the water well.

WIRE FRAUD. Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer or tenant receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer or tenant should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

OTHER. _____

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

Broker's Printed Name

Consumer Date

By: _____
Broker's or Broker's Associate's Signature, as an authorized agent of Broker Date

Consumer Date

TEXAS REALTORS **INSPECTOR INFORMATION**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2014

TO: _____ (Buyer Seller)

FROM: Connect Realty _____ (Broker's Firm)

RE: 20245 Hwy 90, China, TX 77613 _____ (Property)

DATE: 03/31/2026 _____

The attached list includes inspectors licensed by the Texas Real Estate Commission and may also include other persons authorized by law to perform certain inspections (for example, termite inspectors, engineers, electricians, or plumbers). The list is not a complete list of all inspectors that may perform inspections. You may also obtain a list from other sources (for example, the local telephone directory or the Internet).

This firm strongly recommends that you hire inspectors to help you evaluate the condition of the Property.

Inspections are of conditions which are *present and visible* at the time of the inspections. Property conditions change with time and use. Inspectors are not likely to point out small problems or defects that are not reasonably observable at the time of inspection. Inspectors will not move furniture, appliances, permanent coverings, or other obstructions. Neither inspectors nor real estate licensees can guarantee future performance of any item.

This firm does not recommend any particular inspector and does not warrant the quality of any inspector's inspection.

It is recommended that you accompany the inspectors during the inspections. You should address any questions about an inspection directly to your inspector.

Real estate licensees are not inspectors by virtue of their real estate licenses.

It may be necessary to make certain arrangements for the inspectors, such as providing access and turning on utilities.

Receipt of this notice is acknowledged and: I choose to hire an inspector.
 I choose not to hire an inspector.

Buyer/Seller

Date

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

46
OMB Control No. 1660-0040
Expires: 02-28-2027

SECTION I - LOAN INFORMATION

1. LENDER/SERVICER NAME AND ADDRESS Customer Number 1000255358 Address WRIGHT FLOOD - RR 2 801 94TH AVE N ST PETERSBURG, FL 33702-2482 Delivery Method: FDR-COM - WEB	2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) (See instructions for more information.) Borrower: TESTER, TEST Determination Address: 20245 US-90 CHINA, TX 77613 JEFFERSON COUNTY APN/Tax ID: _____ Lot: _____ Block: _____ S/D: _____ Phase: _____ Section: _____ Township: _____ Range: _____	
3. LENDER/SERVICER ID #	4. LOAN IDENTIFIER DRP00000000020684867	5. AMOUNT OF FLOOD INSURANCE REQUIRED

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name JEFFERSON COUNTY *	2. County(ies) Unincorporated Areas	3. State TX	4. NFIP Community Number 480385
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B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 4803850125C	2. NFIP Map Panel Effective / Revised Date August 06, 2002	3. Is there a Letter of Map Change (LOMC)? <input checked="" type="radio"/> NO <input type="radio"/> YES (If yes, and LOMC date/no. is available, enter date and case no. below.) Date: _____ Case No: _____
4. Flood Zone CX	5. No NFIP Map <input type="checkbox"/>	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.)

1. Federal Flood Insurance is available (community participates in the NFIP). Regular Program Emergency Program of NFIP
2. Federal Flood Insurance is not available (community does not participate in the NFIP).
3. Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available.
CBRA/OPA Designation Date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? YES NO
If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building /mobile home on the NFIP map.

E. COMMENTS (Optional)

*NONE

HMDA Information

State:
County:
MSA/MD:
CT:

Newly Mapped

PANEL NOT ELIGIBLE

BASIC DETERMINATION

This flood determination is provided solely for the use and benefit of the entity named in Section 1, Box 1 in order to comply with the 1994 Reform Act and may not be used or relied upon by any other entity or individual for any purpose, including, but not limited to, deciding whether to purchase a property or determining the value of a property.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) ServiceLink ServiceLink National Flood 500 E. Border St Third Floor Arlington, TX 76010 Phone: 1.800.833.6347 Fax: 1.800.662.6347	DATE OF DETERMINATION March 19, 2026 ORDER NUMBER 1445804270
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SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

Main house - seller's primary residence

CONCERNING THE PROPERTY AT-20245 Hwy 90, China, TX 77613

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? 1/9/0 (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fuel Gas Piping:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rain Gutters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-Black Iron Pipe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-Copper	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof/Attic Vents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-Corrugated Stainless Steel Tubing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke Detector	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patio/Decking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Sewer System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
-LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

Item	Y	N	U	Additional Information
Central A/C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Wall/Window AC Units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: 2
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Central Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes describe:
Oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of ovens: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: number of remotes:
Satellite Dish & Controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from

(TXR-1406) 07-10-23

Initialed by: Buyer: [] and Seller: [wlf]

03/03/26 12:19 AM CST dotloop verified

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Concerning the Property at 20245 Hwy 90, China, TX 77613

Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned	<input type="checkbox"/> leased from	
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric	<input type="checkbox"/> gas	<input type="checkbox"/> other: _____ number of units: _____
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned	<input type="checkbox"/> leased from	
Other Leased Item(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, describe: _____		
Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> automatic	<input type="checkbox"/> manual	areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, attach information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown Feb 1996

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: Shingle never been replaced Age: Feb 1996 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other Structural Components	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing Systems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pl. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: WLB _____

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Concerning the Property at 20245 Hwy 90, China, TX 77613

Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input type="checkbox"/>

Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

- | | | |
|-------------------------------------|-------------------------------------|---|
| <u>Y</u> | <u>N</u> | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Present flood insurance coverage. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous flooding due to a natural flood event. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous water penetration into a structure on the Property due to a natural flood. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a reservoir. |

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded), and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

(TXR-1406) 07-10-23

Initialed by: Buyer: [] and Seller: []

Signature box with initials WLF, date 03/03/26, and verification code 17906241

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Connect Realty Beaumont

3560 Delaware Suite 108 Beaumont, TX 77706

Matthew Fischer

Concerning the Property at 20245 Hwy 90, China, TX 77613

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes no If yes, explain (attach additional sheets as necessary):

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary):

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: _____
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$ _____ per _____ and are: mandatory voluntary
 Any unpaid fees or assessment for the Property? yes (\$ _____) no
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
 Any optional user fees for common facilities charged? yes no If yes, describe: _____
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

(TXR-1406) 07-10-23

Initialed by: Buyer: [] [] and Seller: [WLB] []

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Concerning the Property at 20245 Hwy 90, China, TX 77613

- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead Senior Citizen Disabled
- Wildlife Management Agricultural Disabled Veteran
- Other: _____ Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain:

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary):

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Concerning the Property at 20245 Hwy 90, China, TX 77613

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

W. Leigh
Signature of Seller Date

dotloop verified
03/03/26 12:19 AM CST
2AZY-SGEB-IUCH-XMSB

Signature of Seller Date

Printed Name: Wendy Leigh Ransom

Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric: <u>Energy</u>	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: <u>LVL Oak Sanitation</u>	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

(TXR-1406) 07-10-23

Initialed by: Buyer: [] [] and Seller: W.L.B. []

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Connect Realty Beaumont

3560 Delaware Suite 308 Beaumont, TX 77706

dotloop verified
03/03/26
12:19 AM CST
7906241

Matthew Fischer

Concerning the Property at 20245 Hwy 90, China, TX 77613

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

[Signature Box]

Signature of Buyer

Date

Printed Name:

[Signature Box]

Signature of Buyer

Date

Printed Name



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT Red shed - MIL Suite/Apartment

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liquid Propane Gas:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Natural Gas Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fuel Gas Piping:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-Black Iron Pipe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-Copper	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-Corrugated Stainless Steel Tubing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio/Decking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rain Gutters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Range/Stove	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roof/Attic Vents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke Detector	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke Detector – Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TV Antenna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Washer/Dryer Hookup	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Window Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Sewer System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Attic Fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Central Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes describe:
Oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units: _____ number of remotes:
Satellite Dish & Controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from

(TXR-1406) 07-10-23

Initialed by: Buyer: and Seller:

Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned	<input type="checkbox"/>	leased from				
Water Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	electric	<input type="checkbox"/>	gas	<input type="checkbox"/>	other:	number of units:	
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned	<input type="checkbox"/>	leased from				
Other Leased Item(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:							
Underground Lawn Sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	automatic	<input type="checkbox"/>	manual	areas covered:			
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)							

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: shingles Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1406) 07-10-23

Initialed by: Buyer: _____ and Seller: _____

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Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage.
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located wholly partly in a floodway.
- Located wholly partly in a flood pool.
- Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* yes no If yes, explain (attach additional sheets as necessary):

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary):

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: _____
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$_____ per _____ and are: mandatory voluntary
 Any unpaid fees or assessment for the Property? yes (\$_____) no
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
 Any optional user fees for common facilities charged? yes no If yes, describe: _____
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

[Signature box]

Signature of Buyer

Date

Printed Name: _____

[Signature box]

Signature of Buyer

Date

Printed Name _____



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2022

Section 5.008. Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 20245 Hwy 90, Beaumont, TX 77703 ^{Chin, TX 77613} *white house on property*

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fuel Gas Piping:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rain Gutters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-Black Iron Pipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/Stove	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-Copper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-Corrugated Stainless Steel Tubing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Intercom System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outdoor Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Patio/Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV Antenna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liquid Propane Gas:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Sewer System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Maint. Accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
-LP on Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Evaporative Coolers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units:
Wall/Window AC Units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units:
Attic Fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric <input type="checkbox"/> gas number of units:
Other Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes describe:
Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input checked="" type="checkbox"/> other:
Carport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: number of remotes:
Satellite Dish & Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from

(TXR-1406) 07-10-23

Initialed by Buyer and Seller WB

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Concerning the Property at 20245 Hwy 90, Beaumont, TX 77713 Chickin, Tx 77613

Solar Panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned	<input type="checkbox"/> leased from	
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> electric	<input type="checkbox"/> gas	<input type="checkbox"/> other: _____ number of units: _____
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> owned	<input type="checkbox"/> leased from	
Other Leased Item(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe: _____		
Underground Lawn Sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> automatic	<input type="checkbox"/> manual	areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: Shingle Age: 3 years (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting Fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pl. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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Initialed by: Buyer: _____ and Seller: WB

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Concerning the Property at 20245 Hwy 90, Beaumont, TX 77713 Chinua, TX 77613

Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

- Y N
- Present flood insurance coverage.
 - Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
 - Previous flooding due to a natural flood event.
 - Previous water penetration into a structure on the Property due to a natural flood.
 - Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
 - Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
 - Located wholly partly in a floodway.
 - Located wholly partly in a flood pool.
 - Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

*If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map, (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

Concerning the Property at 20245 Hwy 90, Beaumont, TX 77713 Chilun, Tx 77613

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.)

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- | | |
|--|--|
| <u>Y</u> <u>N</u> | |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: <input type="checkbox"/> mandatory <input type="checkbox"/> voluntary
Any unpaid fees or assessment for the Property? <input type="checkbox"/> yes (\$ _____) <input type="checkbox"/> no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, describe: _____ |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.) |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any condition on the Property which materially affects the health or safety of an individual. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation). |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source. |

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Initiated by: Buyer: and Seller:

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Concerning the Property at 20245 Hwy 90, Beaumont, TX 77719 Chico, TX 77613

- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain:

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary):

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Concerning the Property at 20245 Hwy 90, Beaumont, TX 77719 - China, TX 77613

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller: Wendy Bantread Date: _____

Signature of Seller: _____ Date: _____

Printed Name: Wendy Leigh Ransom

Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://pubsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(6) The following providers currently provide service to the Property:

Electric: <u>Energy</u>	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: <u>LIVE OAK</u>	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

Concerning the Property at 20245 Hwy 90, Beaumont, TX 77713 China, TX 77613

(7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

[Signature of Buyer] [Date]

Signature of Buyer

Date

[Signature of Buyer] [Date]

Signature of Buyer

Date

Printed Name:

Printed Name

[] []

WB []



5 septic tanks on the property

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc., 2020

CONCERNING THE PROPERTY AT 20245 Hwy 90, Beaumont, TX 77713 (Chico, Tx 77613)

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: Septic Tank Aerobic Treatment Unknown
- (2) Type of Distribution System: leech field Unknown
- (3) Approximate Location of Drain Field or Distribution System: See attached drawing Unknown
- (4) Installer: installed by homeowner in the 1980's and 1990's Unknown
- (5) Approximate Age: All range between 36 ~~years~~ - 46 yrs old Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? Yes No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
(Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? Main septic last pumped around 2020. others never been pumped.
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? Yes No
If yes, explain: 3 possibly non-functioning
- (4) Does Seller have manufacturer or warranty information available for review? Yes No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
 planning materials permit for original installation final inspection when OSSF was installed
 maintenance contract manufacturer information warranty information
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

Information about On-Site Sewer Facility concerning 20245 Hwy 90, Beaumont, TX 77713 - *China, TX 77613*

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) rules in 30 TAC 285.91(3) on 09/05/2025. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

Wendy Banthead
Signature of Seller Date

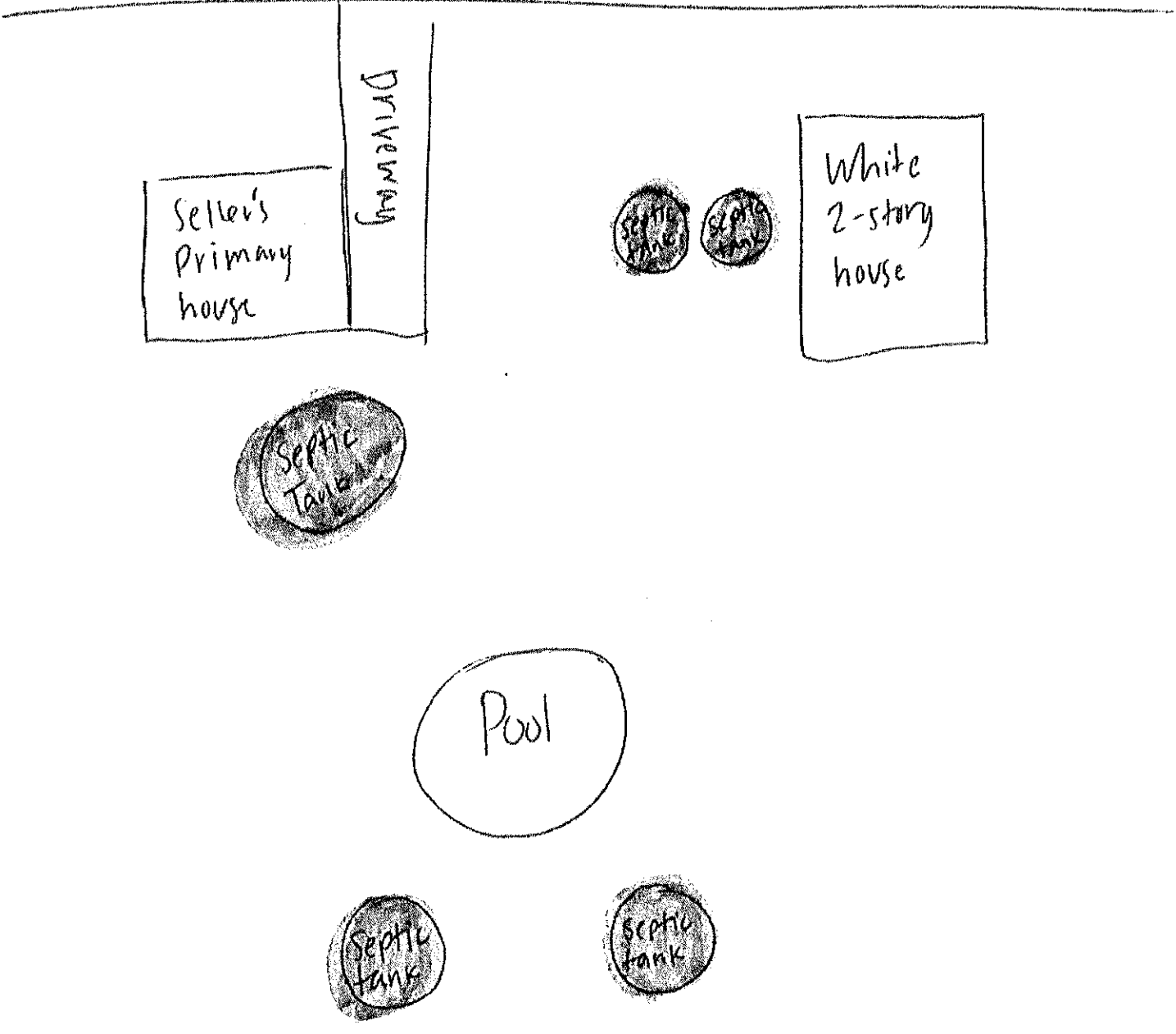
Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

Hwy 90



DD6 NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in the **Jefferson County Drainage District Number 6**. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is 20.5587 cents on each \$100 valuation.

The total amount of bonds which has been approved by the voters and which have been or may at this date be issued is none; and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$0.

The district does not impose a standby fee.

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

The legal description of the property you are acquiring is as follows:

TR 92 36 M F LAZARIN 9.099 LOT
92
TR 267 36 M F LAZARIN .229AAC
TR 288 36 M F LAZARIN .172

02/24/2026

W. Kirby dotloop verified
02/25/26 2:16 PM CST
PGQP-WUB4-06LS-AYNI

Date

Seller

[Signature Box]

Seller

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

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

[Signature Box]

Date

Buyer

[Signature Box]

Buyer

APPROVED BY THE TEXAS REAL ESTATE COMMISSION

10-10-11



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

CONCERNING THE PROPERTY AT 20245 Hwy 90 Beaumont
(Street Address and City)

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

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

B. SELLER'S DISCLOSURE:

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

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

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

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

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

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

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

_____	_____
Buyer	Date
_____	_____
Buyer	Date
_____	_____
Other Broker	Date

<i>Wahy</i>	dotloop verified 02/25/26 2:16 PM CST VJEL-QTR-AUUG-00LK
Seller	Date
_____	_____
Seller	Date
<i>Matthew Fischer</i>	dotloop verified 02/25/26 2:06 PM CST DTNS-76Q2-20JP-VW4S
Listing Broker	Date

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




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 

Date: April 7, 2026

Re: Disposal of Salvage Property

Consider and approve, execute, receive and file 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

April 7, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 6	GENESIS I KDB KID RADAR		22055
CONSTABLE PCT. 6	GENESIS I RADAR SYSTEM		26467
CONSTABLE PCT. 6	EAGLE IIX SERIES RADAR		33412
CONSTABLE PCT. 6	LIGHT/SIREN SYSTEM FOR CAR		6512
CONSTABLE PCT. 6	TASER X26E		32258
CONSTABLE PCT. 6	TASER X26E		32256
CONSTABLE PCT. 6	TASER X26E		32257
CONSTABLE PCT. 6	MOTOROLA HAND-HELD RADIO XTS-2500	H46UCF9PWAN	
CONSTABLE PCT. 6	MOTOROLA BASE RADIO	HLN 6042-A	
<i>contact person: Samantha Redeaux</i>			
DISTRICT CLERK - RECORDS	CANON DMP 300 MICROFILM READER		28940
<i>contact person: Darlene Tydlacka</i>			
MAINTENANCE - BMT	(7) RED LEATHER CHAIRS		
MAINTENANCE - BMT	BLUE CHAIR		
MAINTENANCE - BMT	DESK CHAIR		
MAINTENANCE - BMT	CHALKBOARD ON WHEELS		
MAINTENANCE - BMT	LARGE CHALKBOARD		
MAINTENANCE - BMT	SMALL CHALKBOARD		
<i>contact person: Greg Keller</i>			

ATTEST
 DATE 4/7/26



Approved by Commissioners' Court:

[Signature]

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P. O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 Phone

<https://jeffersoncountytexas.gov/prct4/index.html>

MEMO

TO: Ms. Rebekah Patin, Auditing
FROM: Commissioner Everette Alfred
DATE: March 26, 2026
RE: **Transfer Funds – In Series**

Please make the following transfer as indicated. Thank you.

- Transfer **\$2,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.30-44 (Janitor Supplies) for additional cost of Janitor Supplies.

EA/nr

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing

FROM: Commissioner Everette Alfred 

DATE: March 30, 2026

RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated. Thank you.

- Transfer **\$15,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0401-431. 10-05 (Extra Help); and
- Transfer **\$12,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0402-431. 10-05 (Extra Help) for additional cost of Extra Help.

Thank you.

EA/nr

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing
FROM: Commissioner Everette Alfred 
DATE: March 30, 2026
RE: **Transfer Funds – In Series**

Please make the following transfer as indicated. Thank you.

- Transfer **\$40,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.10-05 (Extra Help) for additional cost of Extra Help; and
- Transfer **\$45,000** from account # 114-0402-431.30-80 (Cover Stone) into account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.) for additional cost of road materials.

EA/nr

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

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EA/nr



Budget Transfer Request

From McKenna Bertrand <McKenna.Bertrand@jeffersoncountytx.gov>

Date Tue 3/31/2026 9:26 AM

To Fran Lee <Fran.Lee@jeffersoncountytx.gov>

Cc Verenice Rosales <Verenice.Rosales@jeffersoncountytx.gov>; Kellsey Rodrick
<Kellsey.Rodrick@jeffersoncountytx.gov>

Good morning Fran,

Could you please place a request for transfer on the Commissioners Court Agenda for next week to transfer \$500 from Misc. Equipment (4011) to Travel (5062)? This is for a discounted registration fee for the HRSW Conference for Verenice to attend to obtain continuing education credits for her HR certification, the discount is 50% off so we would like to take advantage of it since that is a huge savings.

Please let me know if you need anything further from me. Thank you.

McKenna R. Bertrand

Employee Relations and Compensation Manager

Jefferson County Human Resources

Main Line: 409.839.2391

Direct Line: 409.839.2395

Fax: 409.839.2399

mckenna.bertrand@jeffersoncountytx.gov



JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending February 28, 2026



Fran Lee - County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING FEBRUARY 28, 2026
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Statement of Transfers In and Out	10

FRAN LEE
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

March 27, 2026

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Brandon Willis
Commissioner Cary Erickson
Commissioner Michael “Shane” Sinegal
Commissioner Everette “Bo” Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of February 28, 2026 together with the results of operations of the budget for the fifth period then ended.

Revenue:

Total budgeted revenue collected for the five months ending February 28, 2026 is \$132,881,217. Budgeted Revenues are \$172,708,871 leaving \$39,827,654 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$113,135,792 for the first five months of the year. This amount represents ninety-four percent of the budgeted amount of \$120,291,046.

Sales Taxes:

Thirty-seven percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$32,900,000.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits has exceeded the budgeted amount of \$376,000 by \$123,508.

Intergovernmental:

Twenty-seven percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,656,350.

Fees:

Thirty-four percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,960,475 for the year.

Fines and Forfeitures:

Thirty-five percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

Interest:

Fifty-four percent of Interest have been collected. Revenues from Interest are budgeted to be \$3,895,000.

Other Revenues:

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$30,000 for the year.

Expenditures:

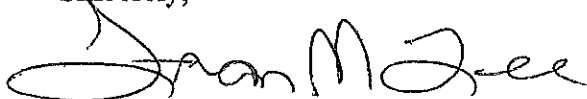
Overall for the County's budgeted funds, forty-one percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$185,904,541, which includes General Funds and debt service funds, excluding budgeted transfers of \$7,266,299 for the fiscal year ending September 30, 2026.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read "Fran M. Lee". The signature is fluid and cursive, with a large initial "F" and "L".

Fran Lee
County Auditor

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending February 28, 2026

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 160,248,205	47,414,951	19,607,758	6,110,369	1,545,577	8,191,572	\$ 243,118,432
Receivables & Prepaids	6,836,711	13,252	-	267,842	312,928	-	7,430,733
Intergovernmental Receivables	97,379	-	-	-	-	-	97,379
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	916,914	18,060	-	-	141,384	-	1,076,358
Other Assets	165,896	-	-	-	83,977,531	-	84,143,427
Total Assets	\$ 168,415,105	\$ 47,446,263	\$ 19,607,758	\$ 6,378,211	\$ 85,977,420	\$ 8,191,572	\$ 336,016,329

LIABILITIES AND FUND BALANCE/EQUITY

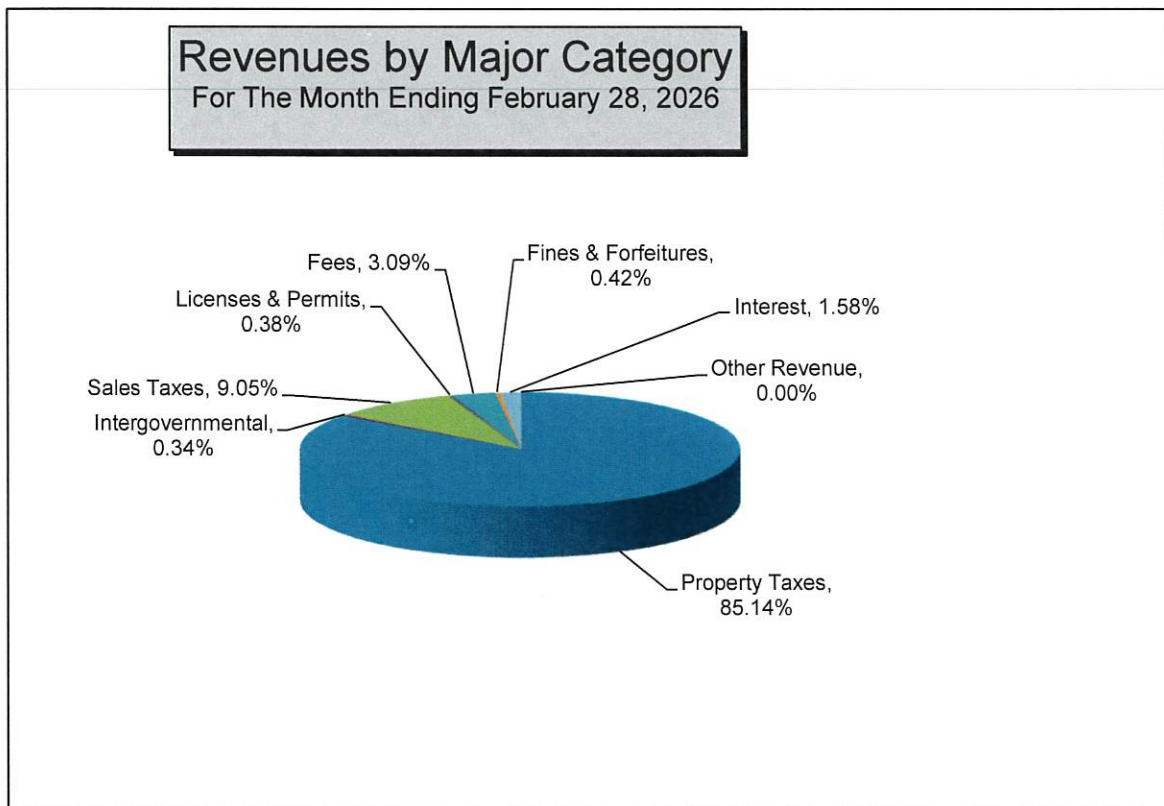
Payables	\$ 4,095,120	543,472	-	-	679,347	3,255,492	\$ 8,573,431
Intergovernmental Payables	360	50	-	-	-	-	410
Other Liabilities	6,334,754	682,330	-	251,373	7,054,243	-	14,322,700
Fund Balance/Equity	157,984,871	46,220,411	19,607,758	6,126,838	78,243,830	4,936,080	313,119,788
Total Liabilities and Fund Balance/Equity	\$ 168,415,105	\$ 47,446,263	\$ 19,607,758	\$ 6,378,211	\$ 85,977,420	\$ 8,191,572	\$ 336,016,329

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending February 28, 2026

	<u>1/31/2026</u>	<u>Month Ending February 28, 2026</u>			<u>2/28/2026</u>	
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 114,876	\$ 108,102	56,223	\$ -	\$ -	\$ 166,755
Road & Bridge Pct. 1	5,078,935	403,547	374,401	-	-	5,108,081
Road & Bridge Pct. 2	1,783,739	395,643	135,870	-	-	2,043,512
Road & Bridge Pct. 3	668,639	395,593	176,528	-	-	887,704
Road & Bridge Pct. 4	3,004,280	395,286	(339,149)	-	-	3,738,715
Engineering Fund	633,960	433,569	94,119	-	-	973,410
Parks & Recreation	169,070	54,704	12,887	-	-	210,887
General Fund	111,385,239	41,236,525	12,337,138	(12,254)	-	140,272,372
Mosquito Control Fund	975,416	666,856	122,156	-	-	1,520,116
Tobacco Settlement Fund	3,050,927	12,392	-	-	-	3,063,319
Total General Funds	126,865,081	44,102,217	12,970,173	(12,254)	-	157,984,871
Total Special Revenue Funds	54,327,679	956,256	9,075,778	12,254	-	46,220,411
Total Capital Project Funds	19,608,763	79,320	80,325	-	-	19,607,758
Total Debt Service Funds	4,221,905	1,904,933	-	-	-	6,126,838
Total Enterprise Funds	78,876,274	568,259	1,200,703	-	-	78,243,830
Total Internal Service Funds	5,023,594	2,044,313	2,131,827	-	-	4,936,080
Total Balances	\$ 288,923,296	\$ 49,655,298	\$ 25,458,806	\$ -	\$ -	\$ 313,119,788

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending February 28, 2026

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 113,135,792	\$ 120,291,046	\$ 7,155,254	5.95%
Sales Taxes	12,021,755	32,900,000	20,878,245	63.46%
Licenses & Permits	499,508	376,000	(123,508)	-32.85%
Intergovernmental	452,242	1,656,350	1,204,108	72.70%
Fees	4,104,006	11,960,475	7,856,469	65.69%
Fines & Forfeitures	564,185	1,600,000	1,035,815	64.74%
Interest	2,103,729	3,895,000	1,791,271	45.99%
Other Revenue	-	30,000	30,000	100.00%
	<u>\$ 132,881,217</u>	<u>\$ 172,708,871</u>	<u>\$ 39,827,654</u>	<u>23.06%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending February 28, 2026

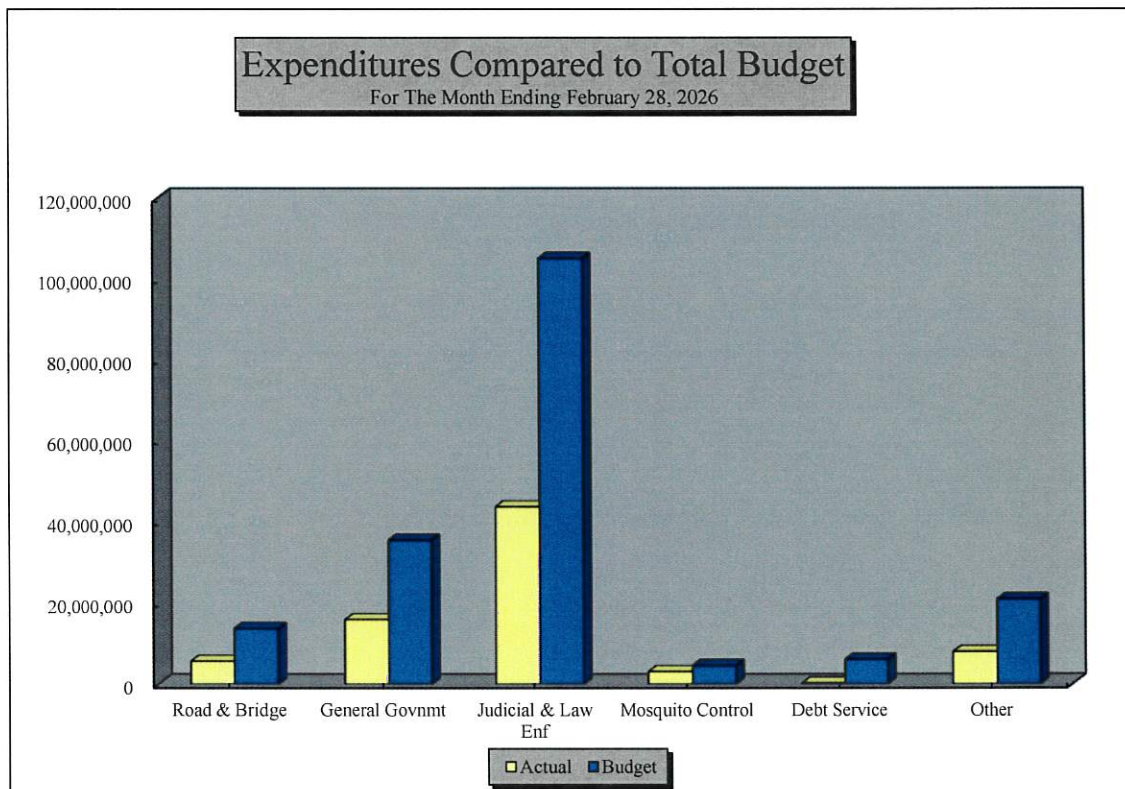
	October 2025		Cumulative		Annual	Unrealized
	-December	January	February	Total	Budget	Balance
Jury Fund						
Current Taxes	\$ 72,073	\$ 119,374	\$ 102,546	\$ 293,993	\$ 311,759	\$ 17,766
Delinquent Taxes	497	282	(36)	743	1,414	671
Jury Fees	10,991	5,311	5,592	21,894	70,000	48,106
Other Revenue	45,410	-	-	45,410	275,600	230,190
Road & Bridge Pct. 1						
Current Taxes	229,814	380,638	326,982	937,434	994,082	56,648
Delinquent Taxes	3,354	1,905	(245)	5,014	9,549	4,535
Auto Registration Fees	-	66,564	-	66,564	675,000	608,436
Road & Bridge Fees	116,289	58,275	44,661	219,225	525,000	305,775
Sales, Rentals & Services	317	896	7,855	9,068	-	(9,068)
Fines and Forfeitures	44,625	22,575	24,294	91,494	250,000	158,506
Road & Bridge Pct. 2						
Current Taxes	229,814	380,637	326,982	937,433	994,082	56,649
Delinquent Taxes	3,354	1,905	(245)	5,014	9,549	4,535
Auto Registration Fees	-	66,564	-	66,564	675,000	608,436
Road & Bridge Fees	116,289	58,275	44,661	219,225	525,000	305,775
Fines and Forfeitures	44,625	22,576	24,245	91,446	250,000	158,554
Road & Bridge Pct. 3						
Current Taxes	229,814	380,637	326,982	937,433	994,082	56,649
Delinquent Taxes	3,354	1,905	(245)	5,014	9,549	4,535
Auto Registration Fees	-	66,564	-	66,564	675,000	608,436
Road & Bridge Fees	116,289	58,275	44,661	219,225	525,000	305,775
Fines and Forfeitures	44,625	22,576	24,195	91,396	250,000	158,604
Road & Bridge Pct. 4						
Current Taxes	229,814	380,637	326,983	937,434	994,082	56,648
Delinquent Taxes	3,354	1,905	(245)	5,014	9,549	4,535
Intergovernmental Revenue	-	-	-	-	15,000	15,000
Auto Registration Fees	-	66,564	-	66,564	675,000	608,436
Road & Bridge Fees	116,289	58,275	44,661	219,225	525,000	305,775
Sales, Rentals & Services	94	(204)	(358)	(468)	-	468
Fines and Forfeitures	44,625	22,576	24,245	91,446	250,000	158,554

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending February 28, 2026

	October 2025			Cumulative		Annual	Unrealized
	-December	January	February	Total		Budget	Balance
Engineering Fund							
Current Taxes	\$ 303,780	\$ 503,148	\$ 432,223	\$ 1,239,151	\$	1,314,032	\$ 74,881
Delinquent Taxes	4,428	2,514	(324)	6,618		12,605	5,987
Licenses and Permits	2,870	370	670	3,910		5,500	1,590
Sales, Rentals & Services	1,500	500	1,000	3,000		2,000	(1,000)
Parks & Recreation							
Current Taxes	35,897	59,457	51,076	146,430		155,279	8,849
Delinquent Taxes	705	400	(52)	1,053		2,006	953
Sales, Rentals & Services	10,820	2,700	3,680	17,200		65,300	48,100
General Fund							
Current Taxes	24,463,945	40,519,322	34,807,642	99,790,909		105,811,265	6,020,356
Delinquent Taxes	349,310	198,346	(25,533)	522,123		994,430	472,307
Sales Taxes	3,736,362	3,338,616	4,946,777	12,021,755		32,900,000	20,878,245
Other Taxes	-	-	-	-		30,000	30,000
Licenses and Permits	421,485	34,403	39,710	495,598		370,500	(125,098)
Intergovernmental Revenue	220,724	84,238	101,870	406,832		1,365,750	958,918
Fees of Office	791,893	323,139	329,760	1,444,792		3,564,825	2,120,033
Other Sales, Rentals & Svcs.	781,839	390,527	292,998	1,465,364		3,458,350	1,992,986
Fines & Forfeitures	101,369	42,151	54,883	198,403		600,000	401,597
Interest	780,869	532,512	688,418	2,001,799		3,780,000	1,778,201
Mosquito Control Fund							
Current Taxes	469,459	777,557	667,951	1,914,967		2,030,687	115,720
Delinquent Taxes	14,985	8,509	(1,095)	22,399		42,660	20,261
Tobacco Settlement Fund							
Interest	24,840	11,524	12,392	48,756		90,000	41,244
Debt Service							
Current Taxes	1,322,229	2,189,988	1,881,283	5,393,500		5,541,696	148,196
Delinquent Taxes	22,615	12,569	(1,068)	34,116		58,689	24,573
Interest	12,572	15,884	24,718	53,174		25,000	(28,174)
Total	<u>\$ 35,580,206</u>	<u>\$ 51,293,861</u>	<u>\$ 46,007,150</u>	<u>\$ 132,881,217</u>	<u>\$</u>	<u>172,708,871</u>	<u>\$ 39,827,654</u>

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 42% of Budget Expended
 For The Month Ending February 28, 2026

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 231,396	\$ 663,633	\$ 432,237	65.13%
Road & Bridge Funds	4,968,657	11,901,328	6,932,671	58.25%
Engineering Fund	556,852	1,554,245	997,393	64.17%
Parks & Recreation Fund	82,237	282,301	200,064	70.87%
General Fund:				
General Government	15,881,347	35,550,422	19,669,075	55.33%
Judicial	10,012,589	25,346,735	15,334,146	60.50%
Law Enforcement	33,457,139	79,063,957	45,606,818	57.68%
Education	197,792	527,472	329,680	62.50%
Health & Welfare	4,310,628	9,818,346	5,507,718	56.10%
Maintenance	2,229,463	5,066,738	2,837,275	56.00%
Other	1,000,967	5,259,206	4,258,239	80.97%
Mosquito Control Fund	3,078,697	4,530,508	1,451,811	32.05%
Tobacco Settlement	250,000	250,000	-	-
Debt Service Funds	203,020	6,089,650	5,886,630	96.67%
	<u>\$ 76,460,784</u>	<u>\$ 185,904,541</u>	<u>\$ 109,443,757</u>	<u>58.87%</u>



Statement of Expenditures - Compared With Budget Allocation
For The Month Ending February 28, 2026

	October 2025				Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February					
Jury Fund	\$ 115,155	\$ 53,251	\$ 56,223	\$ 6,767	\$ 231,396	\$ 663,633	\$ 432,237	
Road & Brdg Pct. 1	645,879	184,759	374,401	350,018	1,555,057	3,304,769	1,749,712	
Road & Brdg Pct. 2	602,302	192,720	135,870	468,192	1,399,084	2,825,658	1,426,574	
Road & Brdg Pct. 3	589,417	232,210	176,528	91,684	1,089,839	2,730,044	1,640,205	
Road & Brdg Pct. 4	983,317	172,362	(339,149)	108,147	924,677	3,040,857	2,116,180	
Engineering	283,166	175,439	94,119	4,128	556,852	1,554,245	997,393	
Parks & Recreation	31,806	13,116	12,887	24,428	82,237	282,301	200,064	
Tax Assessor/Coll.	1,180,354	487,152	337,269	86,486	2,091,261	5,235,997	3,144,736	
Human Resources	138,929	51,454	35,927	6,057	232,367	616,027	383,660	
County Auditor	414,886	216,829	143,197	424	775,336	1,984,368	1,209,032	
County Clerk	584,693	287,994	197,601	9,277	1,079,565	2,852,955	1,773,390	
County Judge	243,250	110,791	66,368	170	420,579	1,219,004	798,425	
Risk Management	48,448	22,769	16,201	-	87,418	386,331	298,913	
County Treasurer	90,294	43,315	30,277	500	164,386	409,014	244,628	
Printing Department	24,308	12,458	8,830	10,795	56,391	173,328	116,937	
Purchasing Department	157,188	75,651	54,455	20,895	308,189	720,382	412,193	
General Services	4,008,862	893,896	1,953,166	122,761	6,978,685	15,783,115	8,804,430	
MIS	2,489,728	361,203	198,764	21,329	3,071,024	4,774,619	1,703,595	
Voter's Registration	58,499	12,835	9,430	910	81,674	248,094	166,420	
Elections	494,420	26,757	(19,150)	32,445	534,472	1,147,188	612,716	
District Attorney	1,911,567	930,273	634,055	154,999	3,630,894	9,072,508	5,441,614	
District Clerk	643,524	279,422	194,646	72,351	1,189,943	2,756,774	1,566,831	
Criminal Dist. Court	415,727	172,719	172,222	-	760,668	2,041,514	1,280,846	
58th Dist. Court	84,056	42,485	28,480	-	155,021	388,683	233,662	
60th Dist. Court	90,009	44,384	30,148	10,295	174,836	420,648	245,812	
136th Dist. Court	88,303	42,890	29,055	-	160,248	404,524	244,276	
172nd Dist. Court	87,991	43,549	30,530	3,954	166,024	391,977	225,953	
252nd Dist. Court	236,232	117,897	121,178	-	475,307	1,454,337	979,030	
279th Dist. Court	226,620	52,601	107,224	271	386,716	781,897	395,181	
317th Dist. Court	120,996	58,567	41,371	435	221,369	594,918	373,549	
J.P. Pct. 1 Pl 1	103,206	50,315	34,132	782	188,435	480,726	292,291	
J.P. Pct. 1 Pl 2	111,291	55,271	37,380	110	204,052	495,821	291,769	
J.P. Pct. 2	96,493	48,251	33,082	388	178,214	473,173	294,959	
J.P. Pct. 4	109,952	54,587	36,302	-	200,841	494,101	293,260	
J.P. Pct. 6	105,432	52,744	36,287	324	194,787	486,000	291,213	
J.P. Pct. 7	113,069	53,518	37,061	84	203,732	501,334	297,602	
J.P. Pct. 8	99,710	49,274	33,605	207	182,796	475,897	293,101	
Cnty. Court at Law 1	146,449	74,535	50,294	63	271,341	668,308	396,967	
Cnty. Court at Law 2	162,264	73,695	72,396	1,569	309,924	904,965	595,041	
Cnty. Court at Law 3	206,139	84,867	68,093	253	359,352	1,086,879	727,527	
Court Master	143,165	63,075	51,031	122	257,393	617,185	359,792	

Statement of Expenditures - Compared With Budget Allocation
For The Month Ending February 28, 2026

	October 2025				Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	Encumbrances			
Dispute Resolution	\$ 77,261	\$ 37,044	\$ 23,915	\$ 2,476	\$ 140,696	\$ 354,566	\$ 213,870
Comm. Supervision	3,602	565	565	-	4,732	22,416	17,684
Sheriff's Dept.	4,326,660	2,321,340	1,325,767	431,344	8,405,111	19,614,193	11,209,082
Crime Lab	460,557	198,919	121,604	265,296	1,046,376	2,483,017	1,436,641
Jail	9,102,601	5,436,079	2,622,512	2,710,772	19,871,964	46,098,701	26,226,737
Juvenile Probation	397,876	196,454	127,812	4,223	726,365	2,003,343	1,276,978
Juvenile Detention	526,323	267,079	167,677	121,359	1,082,438	2,783,816	1,701,378
Constable Pct. 1	281,186	181,849	79,331	5,735	548,101	1,194,689	646,588
Constable Pct. 2	128,774	64,307	40,028	45	233,154	600,134	366,980
Constable Pct. 4	129,401	117,380	42,622	704	290,107	648,242	358,135
Constable Pct. 6	167,440	79,178	58,063	1,574	306,255	724,277	418,022
Constable Pct. 7	140,390	68,706	45,992	282	255,370	624,299	368,929
Constable Pct. 8	193,546	68,106	45,723	1,917	309,292	666,830	357,538
County Morgue	215,476	146,798	15,600	-	377,874	1,600,000	1,222,126
Agriculture Ext.	105,461	51,912	37,255	3,164	197,792	527,472	329,680
Mobile Unit	54,864	34,362	23,413	1,849	114,488	327,806	213,318
Public Health # 1	337,535	163,644	111,844	1,412	614,435	1,585,505	971,070
Public Health # 2	298,627	143,174	109,182	7,216	558,199	1,481,631	923,432
Nurse Practitioner	97,838	48,180	31,734	11,639	189,391	445,846	256,455
Child Welfare	-	-	-	-	-	95,000	95,000
Env. Control	109,643	53,065	35,055	37,698	235,461	576,674	341,213
Ind. Medical Svcs.	235,508	93,468	1,892,505	215,309	2,436,790	4,943,871	2,507,081
Emergency Mgmt.	55,948	83,921	21,961	34	161,864	362,013	200,149
Beaumont Maintenance	663,828	326,738	213,495	399,349	1,603,410	3,736,007	2,132,597
Port Arthur Maint.	202,102	92,349	85,750	110,659	490,860	1,029,701	538,841
Mid-County Maint.	58,590	21,002	17,985	37,616	135,193	301,030	165,837
Service Center	297,241	125,571	99,079	314,831	836,722	1,509,039	672,317
Veteran Service	89,033	43,142	29,762	2,308	164,245	423,998	259,753
Mosquito Control	1,810,893	146,311	122,156	999,337	3,078,697	4,530,508	1,451,811
Tobacco Settlement	250,000	-	-	-	250,000	250,000	-
Debt Service Funds	-	203,020	-	-	203,020	6,089,650	5,886,630
Contingency	-	-	-	-	-	3,326,169	3,326,169
Total	\$ 39,305,300	\$ 16,885,543	\$ 12,970,173	\$ 7,299,768	\$ 76,460,784	\$ 185,904,541	\$ 109,443,757

Jefferson County, Texas
 Statement of Bonded Indebtedness
 For The Month Ending February 28, 2026

Issue	Beginning Amount Outstanding	2025-2026 Requirements				2025-2026 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2019 Certificates of Obligation	12,005,000	665,000	402,150	2,500	1,069,650	-	201,075	1,945	203,020	12,005,000
	<u>\$ 12,005,000</u>	<u>\$ 665,000</u>	<u>\$ 402,150</u>	<u>\$ 2,500</u>	<u>\$ 1,069,650</u>	<u>\$ -</u>	<u>\$ 201,075</u>	<u>\$ 1,945</u>	<u>\$ 203,020</u>	<u>\$ 12,005,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending February 28, 2026

Fund	Transfers In	Transfers Out
120 General Fund	-	586,166 (a)
120 General Fund	-	124,605 (b)
230 Community Supervision Fund	-	229,919 (a)
233 Mentally Impaired Offender	16,584 (a)	-
237 Community Corrections Program	23,674 (a)	-
239 Drug Diversion Program	189,661 (a)	-
241 Sheriff Department Grants	1,500 (b)	-
245 Crime Victim's Clearing	63,171 (b)	-
257 Auto Theft Grant	18,206 (b)	-
263 VAWA Fund	11,750 (b)	-
550 SETEC Fund	586,166 (a)	-
876 Sheriff-Spindletop Grant	29,978 (b)	-
	\$940,690	\$940,690

(a) Budgeted Transfer

(b) Grant Match

JEFFERSON COUNTY, TEXAS

**Independent Auditor's Report on Compliance With
Requirements Applicable to the Passenger Facility Charge
Program and on Internal Control Over Compliance**

**Schedule of Expenditures
of Passenger Facility Charges**

September 30, 2025

JEFFERSON COUNTY, TEXAS

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
 AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
 STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable County Judge
 and Commissioners Court
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 20, 2026.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) as a basis for determining the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County, Texas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 20, 2026



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
 REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY
 CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE**

Honorable County Judge
 and Commissioners' Court
 Jefferson County, Texas

Report on Compliance for the Passenger Facility Charge Program

Opinion

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2025. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on Jefferson County, Texas' compliance based on our audit.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the PFC Audit Guide. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Jefferson County, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the passenger facility charge program. Our audit does not provide a legal determination of Jefferson County, Texas' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Jefferson County, Texas' passenger facility charge program.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Jefferson County, Texas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the PFC Audit Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Jefferson County, Texas' compliance with the requirements of the passenger facility charge program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the PFC Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Jefferson County, Texas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Jefferson County, Texas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the PFC Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the PFC Audit Guide. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements. We issued our report thereon, dated March 20, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of passenger facility charges is presented for purposes of additional analysis as required by the PFC Audit Guide and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of passenger facility charges is fairly stated in all material respects in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of the Commissioners Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 20, 2026

JEFFERSON COUNTY, TEXAS

PASSENGER FACILITY CHARGES AUDIT SUMMARY

YEAR ENDED SEPTEMBER 30, 2025

1. Type of report issued on PFC financial statements	✓ Unqualified	Qualified
2. Type of report on PFC compliance	✓ Unqualified	Qualified
3. Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	✓ Yes	No
4. PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	✓ Yes	No
5. The Public Agency maintains a separate financial accounting record for each application.	✓ Yes	No
6. Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	✓ Yes	No
7. Monthly carrier receipts were reconciled with quarterly carrier reports.	✓ Yes	No
8. PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	✓ Yes	No
9. Serving carriers were notified of PFC program actions/changes approved by the FAA.	✓ Yes	No
10. Quarterly Reports were transmitted (or available via website) to remitting carriers.	✓ Yes	No
11. The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	✓ Yes	No
12. Project administration is carried out in accordance with Assurance 10.	✓ Yes	No
13. For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	✓ Yes N/A	No

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED SEPTEMBER 30, 2025

Findings and Questioned Costs

None

JEFFERSON COUNTY, TEXAS
REVENUE AND DISBURSEMENT SCHEDULE
OF PASSENGER FACILITY CHARGES
YEAR ENDED SEPTEMBER 30, 2025

	Fiscal Year 2024	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Fiscal Year	Fiscal Year
Program	October -	January -	April -	July -	2025	Program	2025
Total	December	March	June	September	Total	Total	Total
Revenue							
Passenger Facility Collections	\$ 2,012,926	\$ 35,639	\$ 30,769	\$ 34,263	\$ 34,353	\$ 135,024	\$ 2,147,950
Interest	<u>91,958</u>	<u>8,290</u>	<u>8,072</u>	<u>3,460</u>	<u>2,046</u>	<u>21,868</u>	<u>113,826</u>
	<u>2,104,884</u>	<u>43,929</u>	<u>38,841</u>	<u>37,723</u>	<u>36,399</u>	<u>156,892</u>	<u>2,261,776</u>
Application 07-06-C-00-CBPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drainage Improvements	9,228	-	-	-	-	-	9,228
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	<u>5,717</u>	-	-	-	-	-	<u>5,717</u>
	<u>129,892</u>	-	-	-	-	-	<u>129,892</u>
Application 11-07-C-00-CBPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	<u>29,828</u>	-	-	-	-	-	<u>29,828</u>
	<u>465,889</u>	-	-	-	-	-	<u>465,889</u>
Application 18-08-C-00-BPT							
I - Runway 12-30 Design and Recon	376,752	-	-	-	-	-	376,752
II - 2015 PFC Application and Admin C	19,000	-	-	-	-	-	19,000
III - Taxiway D- Design and Recon	262,624	-	-	-	-	-	262,624
IV - Update Airport Master Plan	15,900	-	-	-	-	-	15,900
V - Runway Safety Area	16,391	-	-	-	-	-	16,391
VI - Runway 16-34 Rehab	31,267	-	-	-	-	-	31,267
VII - ARFF Equipment	<u>22,698</u>	-	-	-	-	-	<u>22,698</u>
	<u>744,632</u>	-	-	-	-	-	<u>744,632</u>
Application 24-10-C-00-BPT							
I - Taxiway A	-	-	-	633,988	44,931	678,919	678,919
II - Terminal Improvement Project	-	-	37,024	-	-	37,024	37,024
	-	-	<u>37,024</u>	<u>633,988</u>	<u>44,931</u>	<u>715,943</u>	<u>715,943</u>
Total Disbursements	<u>1,340,413</u>	-	<u>37,024</u>	<u>633,988</u>	<u>44,931</u>	<u>715,943</u>	<u>2,056,356</u>
Excess (Deficiency)	<u>\$ 764,471</u>	<u>\$ 43,929</u>	<u>\$ 1,817</u>	<u>\$ (596,265)</u>	<u>\$ (8,532)</u>	<u>\$ (559,051)</u>	<u>\$ 205,420</u>

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

JEFFERSON COUNTY, TEXAS**NOTE TO SCHEDULE OF EXPENDITURES
OF PASSENGER FACILITY CHARGES**

YEAR ENDED SEPTEMBER 30, 2025

BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.



James Gilley, Jr.
 Managing Director
 USCA Municipal Advisors LLC
 4444 Westheimer, Suite G500
 Houston, Texas 77027

CLOSING MEMORANDUM

FINAL

TO: Judge Jeff Branick
 Fran Lee, Jefferson County
 Rebekah Patin, Jefferson County
 Lance Fox, Creighton, Fox, Johnson & Mills PLLC
 Guy Goodson, Germer PLLC
 Misty Muse, Germer PLLC
 Kate Leverett, Germer PLLC
 Tony Hongnoi, BOKF NA
 Anthony Orozco, BOKF NA
 Rayne Smith, BOKF, NA
 Jose Gaytan, BOKF, NA
 Stephanie Seroogy, Public Finance Partners LLP
 Jill Vollbrecht, Public Finance Partners LLP

FROM: James Gilley, Jr.

DATE: March 30, 2026

SUBJECT: Jefferson County (the "County")
 2026 Partial Cash Defeasance of the Series 2019 Bonds

The closing for the above referenced cash defeasance is scheduled for April 9, 2026 (the "Closing Date"). **On or before April 8, 2026, the County will wire transfer via Federal Funds \$5,000,534.39 to the following:**

To: BOKF, NA
 ABA Number: 103900036
 Account Number: 600024642
 Account Name: Wealth Management Account
 Reference: Jefferson County 2026 Cash Defeasance
 Attention: Tony Hongnoi (972-892-9968); THongnoi@bokf.com

Closing Instructions – Uses of Funds

BOKF, NA, (the "Escrow Agent"), will make disbursements on the Closing Date by federal wire transfer as per the instructions below:

Deposit to Escrow Fund: \$4,982,034.39

Proceeds wired to the Escrow Agent will be placed in an escrow fund (the "Escrow Fund") and will be used 1) as beginning cash of \$1.39; and 2) to purchase of State and Local Government Series Securities (SLGS) in the amount of \$4,982,033.00.

Securities offered through USCA Securities LLC, member FINRA/SIPC; Investment advisory services offered through US Capital Wealth Advisors LLC; Municipal advisory services offered through USCA Municipal Advisors LLC, MSRB registered.

The Escrow Fund shall be sufficient to defease portions of the Tax and Revenue Certificates of Obligation, Series 2019 (the "Defeased Bonds") on the call date of August 1, 2028. A summary of the Defeased Bonds is shown below.

Certificates of Obligation, Series 2019

Maturity Date	Amount	Call Date	Call Price
8/1/2035	\$ 925,000	8/1/2028	100
8/1/2036	950,000	8/1/2028	100
8/1/2039	1,040,000	8/1/2028	100
8/1/2037	* 980,000	8/1/2028	100
8/1/2038	* 1,010,000	8/1/2028	100
Total	<u>\$ 4,905,000</u>		

* Sinking Fund deposits for the 2038 Term Bonds.

Payment of Expenses **\$18,500.00**

The Escrow Agent will make payment for certain expenses associated with the transaction pursuant to invoices presented on or prior to the closing date.

Distribution Summary

Total Due from the County \$5,000,534.39

Distributions

Deposit to Escrow Fund	\$4,982,034.39
BOKF, NA Escrow Agent Fee	1,800.00
BOKF, NA Disbursement Fee	200.00
Creighton, Fox, Johnson & Mills PLLC	5,000.00
Germer PLLC	5,000.00
USCA Municipal Advisors LLC	5,000.00
Public Finance Partners	<u>1,500.00</u>
Balance	\$ 0.00

JEFFERSON COUNTY, TEXAS
2026 CASH DEFEASANCE
COMMISSIONERS' COURT MEETS TUESDAYS 10:30

Tentative Timetable of Events

MARCH						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Complete By	Day	Event	Parties
March 3	Tuesday	Send preliminary numbers for pre-verification	C, BC
March 19	Tuesday	Make SLGS subscription and finalize defeasance numbers	FA, BC
March 25	Monday	Distribute draft closing memo	FA
March 30	Thursday	Distribute final closing memo	FA
April 8	Wednesday	County wires funds to BOFK	C
April 9	Thursday	Close Defeasance	All
April 9	Thursday	File Event Notice	FA

Legend

Jefferson County
 Germer PLLC
 Creighton, Fox, Johnson & Mills PLLC
 USCA Municipal Advisors

Issuer (C)
 Co-Bond Counsel (BC)
 Co-Bond Counsel (BC)
 Financial Advisor (FA)

Jefferson County, Texas
2026 Cash Defeasance
Distribution List

<p><u>JEFFERSON COUNTY</u> 1149 Pearl Street Beaumont, Texas 77701</p> <p>Fran Lee County Auditor (409) 835-8500 Fran.Lee@jeffersoncountytexas.gov</p> <p>Rebekah S. Patin First Assistant County Auditor (409) 835-8500 Rebekah.patin@jeffersoncountytexas.gov</p>	<p><u>JEFFERSON COUNTY</u> 1149 Pearl Street Beaumont, Texas 77701</p> <p>Judge Jeff Branick County Judge 409-835-8466 Jeff.Branick@jeffersoncountytexas.gov</p>
<p><u>FINANCIAL ADVISOR</u> <u>MUNICIPAL ADVISOR</u> US Capital Advisors 4444 Westheimer., Suite G500 Houston, Texas 77027</p> <p>James F. Gilley, Jr. (512) 813-1110 jfgilley@uscallc.com</p> <p>Spook Willoughby (713) 366-0591 swilloughby@uscallc.com</p> <p>David Holland (713) 366-0566 dholland@uscallc.com</p> <p>Julie Petersen jpetersen@uscallc.com (713) 366-0590</p>	<p><u>CO-BOND COUNSEL</u> Creighton, Fox, Johnson & Mills, PLLC 3535 Calder, Suite 310 Beaumont, TX 77706</p> <p>Lance Fox Phone: (409) 833-0062 Fax: (409) 833-0084 Email: lcf@cfjmlaw.com</p> <p><u>CO-BOND COUNSEL</u> Germer PLLC 500 Fannin, Suite 400 Beaumont, Texas 77704</p> <p>Guy Goodson ggoodson@germer.com 1-(409) 654-6730</p> <p>Misty Muse mmuse@germer.com 1(409) 654-6730</p> <p>Kate K. Leverett kleverett@germer.com (409) 813-8004</p>
<p><u>VERIFICATION AGENT</u> Public Finance Partners LLP PO Box 65741 Tucson, AZ 85728</p> <p>Stephanie Seroogy Phone : 612-964-1451 stephanie.seroogy@publicfinancepartners.com</p> <p>Jill Vollbrecht Phone : 612-227-8354 jill.vollbrecht@publicfinancepartners.com</p>	<p><u>PAYING/ESCROW AGENT</u> BOKF, NA 5956 Sherry Lane, Suite 1201 Dallas, TX 75225</p> <p>Erin Fitzpatrick EFitzpatrick@bokf.com (972) 892-9972</p> <p>Tony Hongnoi THongnoi@bokf.com (972) 892-9968</p> <p>Anthony Orozco AORozco@bokf.com 972-892-9973</p>

NAME	AMOUNT	CHECK NO. 111	TOTAL
JURY FUND			
CHAPMAN VENDING	557.99	538198	557.99**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	38.68	538101	
ACE IMAGEWEAR	29.04	538111	
SOUTHERN TIRE MART, LLC	307.49	538117	
HERRERA'S EMERGENCY LIGHTING	437.00	538133	
G&G ENTERPRISES	170,925.76	538139	
WALLER COUNTY ASPHALT	7,421.63	538176	
AMAZON CAPITAL SERVICES	115.95	538210	179,275.55**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	56.78	538081	
ENTERGY	271.19	538095	
ACE IMAGEWEAR	20.76	538111	
BUMPER TO BUMPER	108.71	538138	
ASCO	3,671.57	538166	
CY-FAIR TIRE	2,219.38	538191	
AMAZON CAPITAL SERVICES	13.99	538210	
TEXAS MATERIALS	2,193.75	538223	8,556.13**
ROAD & BRIDGE PCT. # 3			
AT&T	50.78	538113	
LOWE'S HOME CENTERS, INC.	85.88	538131	
ASCO	290.08	538166	
ALL TERRAIN EQUIPMENT CO	62.45	538182	489.19**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	236.88	538078	
CITY OF BEAUMONT - WATER DEPT.	25.18	538079	
ENTERGY	1,334.31	538095	
M&D SUPPLY	247.21	538101	
O'REILLY AUTO PARTS	757.81	538186	2,601.39**
ENGINEERING FUND			
CDW COMPUTER CENTERS, INC.	88.13	538118	
INSIGHT PUBLIC SECTOR INC	66.29	538172	154.42**
PARKS & RECREATION			
ENTERGY	364.53	538095	
SETZER HARDWARE, INC.	3.56	538110	368.09**
GENERAL FUND			
ATTORNEY GENERAL - STATE OF TEXAS	183.96	538075	183.96*
TAX OFFICE			
CDW COMPUTER CENTERS, INC.	139.82	538118	
UNITED STATES POSTAL SERVICE	676.76	538126	
NEMO-Q	310.00	538168	
ODP BUSINESS SOLUTIONS, LLC	22.38	538207	
KATHERINE CARROLL	152.25	538224	1,301.21*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.48	538126	
BAPTIST PHYSICIAN NETWORK	28.00	538127	
AMAZON CAPITAL SERVICES	47.35	538210	17.87*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	6.50	538126	

NAME	AMOUNT	CHECK NO. ¹¹²	TOTAL
THOMSON REUTER TAX & ACCNTG INC	676.90	538148	
ODP BUSINESS SOLUTIONS, LLC	131.42	538207	
US BANK NATIONAL ASSOCIATION	118.00	538231	
CHRISTINA BOZEMAN	12.33	538237	
COUNTY CLERK			945.15*
FED EX	24.91	538090	
KIRKSEY'S SPRINT PRINTING	1,679.48	538100	
UNITED STATES POSTAL SERVICE	181.05	538126	
FUNCTION4	695.72	538200	
AMAZON CAPITAL SERVICES	30.51	538210	
COUNTY JUDGE			2,611.67*
KATY LEIGH CORCORAN	500.00	538153	
RISK MANAGEMENT			500.00*
UNITED STATES POSTAL SERVICE	14.54	538126	
COUNTY TREASURER			14.54*
UNITED STATES POSTAL SERVICE	240.15	538126	
PURCHASING DEPARTMENT			240.15*
BEAUMONT ENTERPRISE	37.62	538088	
FED EX	49.85	538091	
PORT ARTHUR NEWS, INC.	55.28	538104	
UNITED STATES POSTAL SERVICE	.74	538126	
US BANK NATIONAL ASSOCIATION	78.43	538231	
GENERAL SERVICES			221.92*
VERIZON WIRELESS	417.89	538123	
GULF COAST STRATEGIC HWY COALITION	5,000.00	538190	
3RD COAST LAWNCARE LLC	7,150.00	538220	
DATA PROCESSING			12,567.89*
TODD L. FREDERICK	188.30	538128	
SIRIUS COMPUTER SOLUTIONS INC.	1,478.90	538132	
MICHAEL BAIN	433.55	538146	
US BANK NATIONAL ASSOCIATION	401.49	538231	
VOTERS REGISTRATION DEPT			2,502.24*
UNITED STATES POSTAL SERVICE	915.78	538126	
ELECTIONS DEPARTMENT			915.78*
UNITED STATES POSTAL SERVICE	2.96	538126	
AMAZON CAPITAL SERVICES	159.80	538210	
DISTRICT ATTORNEY			162.76*
CASH ADVANCE ACCOUNT	240.74	538098	
UNITED STATES POSTAL SERVICE	77.83	538126	
US BANK NATIONAL ASSOCIATION	1,895.62	538231	
DISTRICT CLERK			2,214.19*
ULINE SHIPPING SUPPLY SPECIALI	114.30	538115	
UNITED STATES POSTAL SERVICE	368.94	538126	
ODP BUSINESS SOLUTIONS, LLC	104.62	538207	
60TH DISTRICT COURT			587.86*
UNITED STATES POSTAL SERVICE	9.62	538126	
252ND DISTRICT COURT			9.62*

NAME	AMOUNT	CHECK NO. 113	TOTAL
UNITED STATES POSTAL SERVICE	10.73	538126	
UNITED STATES TREASURY	5,158.00	538219	5,168.73*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	73.30	538074	73.30*
317TH DISTRICT COURT			
LAIRON DOWDEN, JR.	1,050.00	538086	
ANITA F. PROVO	650.00	538106	
NATHAN REYNOLDS, JR.	650.00	538107	
KEVIN PAULA SEKALY PC	325.00	538109	
CHARLES ROJAS	700.00	538120	
GLEN M. CROCKER	325.00	538130	
MATUSKA LAW FIRM	700.00	538171	4,400.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	33.59	538126	33.59*
JUSTICE COURT-PCT 1 PL 2			
CDW COMPUTER CENTERS, INC.	412.32	538118	
UNITED STATES POSTAL SERVICE	45.43	538126	457.75*
JUSTICE COURT-PCT 4			
KIRKSEY'S SPRINT PRINTING	91.14	538100	
ODP BUSINESS SOLUTIONS, LLC	142.79	538207	233.93*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	37.99	538126	37.99*
JUSTICE COURT-PCT 7			
BEAUMONT ENTERPRISE	31.92	538089	
KIRKSEY'S SPRINT PRINTING	13.80	538100	45.72*
JUSTICE OF PEACE PCT. 8			
LINDENMEYR MUNROE	121.75	538197	121.75*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.96	538126	2.96*
COUNTY COURT AT LAW NO. 2			
NATHAN REYNOLDS, JR.	1,125.00	538107	
UNITED STATES POSTAL SERVICE	30.63	538126	
THE LAW OFFICE OF CHRISTY L CAUTHEN	400.00	538217	1,555.63*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	6.66	538126	
KIMBERLY PHELAN, P.C.	1,475.00	538140	
LAURIE PEROZZO	350.00	538155	
BLUE TRITON BRANDS INC	30.99	538227	
CYNTHIA RENTERIA	281.00	538241	2,143.65*
MEDIATION CENTER			
TEXAS DRC DIRECTOR'S COUNCIL	150.00	538071	150.00*
COMMUNITY SUPERVISION			
CHARTER COMMUNICATIONS	110.57	538205	110.57*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	59.17	538081	

NAME	AMOUNT	CHECK NO. 114	TOTAL
CASH ADVANCE ACCOUNT	2,883.01	538098	
M&D SUPPLY	60.98	538101	
AT&T	49.77	538113	
TDCAA BOOK ORDERS	219.00	538114	
UNITED STATES POSTAL SERVICE	1,496.20	538126	
FIVE STAR FEED	212.00	538137	
VERIZON WIRELESS	135.00	538144	
RITA HURT	975.00	538161	
SILSBEE FORD INC	3,442.45	538169	
GALLS LLC	670.89	538175	
CHARTER COMMUNICATIONS	130.68	538202	
ODP BUSINESS SOLUTIONS, LLC	349.35	538207	
BEAUMONT OCCUPATIONAL SERVICES	37.95	538212	
MID ATLANTIC RESCUE SYSTEMS INC	1,537.29	538233	12,258.74*
CRIME LABORATORY			
FISHER SCIENTIFIC	146.38	538092	
CDW COMPUTER CENTERS, INC.	252.19	538118	
VERSATERM PUBLIC SAFETY US INC	35,394.60	538143	
AIRGAS USA, LLC	377.41	538187	
ODP BUSINESS SOLUTIONS, LLC	167.18	538207	
LGC STANDARDS	413.24	538229	36,751.00*
JAIL - NO. 2			
AAA LOCK & SAFE	120.00	538070	
JOHNSTONE SUPPLY	7,730.97	538072	
BOB BARKER CO., INC.	720.00	538076	
BELL FENCE MFG. CO.	272.90	538077	
W.W. GRAINGER, INC.	1,012.01	538093	
M&D SUPPLY	50.88	538101	
SHERWIN-WILLIAMS	3,955.76	538112	
WHOLESALE ELECTRIC SUPPLY CO.	244.50	538116	
PURVIS BEARING SERVICE	61.83	538147	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	4,384.60	538152	
A1 FILTER SERVICE COMPANY	1,036.40	538160	
INDUSTRIAL & COMMERCIAL MECHANICAL	23,090.00	538163	
CONSTELLATION NEWENERGY - GAS DIVIS	4,020.33	538165	
GALLS LLC	2,173.95	538175	
CORRHEALTH PLLC	1,340.45	538184	
TRINITY SERVICES GROUP INC	106,074.89	538192	
SHIFTBOARD, INC	30,471.40	538201	
GUARDIAN RFID	26,398.58	538215	
LONE STAR PRISONER TRANSPORT INC	3,099.00	538221	
AMERICAN WELDING AND GAS INC	225.47	538234	
AUTO CHLOR SERVICES LLC	2,739.28	538238	219,223.20*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	649.28	538098	
UNITED STATES POSTAL SERVICE	14.92	538126	
SUMMER KENNERSON	202.28	538177	
LAQUITA TORRES	145.00	538216	1,011.48*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	144.11	538126	
GOT YOU COVERED WORK WEAR & UNIFORM	524.32	538199	
US BANK NATIONAL ASSOCIATION	42.13	538231	710.56*
CONSTABLE-PCT 2			
TEXAS ASSOCIATION OF COUNTIES	250.00	538183	250.00*
CONSTABLE-PCT 4			
ODP BUSINESS SOLUTIONS, LLC	279.38	538207	
EASTEX TACTICAL	864.87	538226	1,144.25*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	25.26	538126	25.26*
CONSTABLE PCT. 7			

NAME	AMOUNT	CHECK NO. ¹¹⁵	TOTAL
CASH ADVANCE ACCOUNT	282.00	538098	282.00*
CONSTABLE PCT. 8			
TND WORKWEAR CO LLC	599.50	538180	
AMAZON CAPITAL SERVICES	1,889.98	538210	2,489.48*
AGRICULTURE EXTENSION SVC			
TYLER FITZGERALD	77.93	538189	
AMAZON CAPITAL SERVICES	548.24	538210	
REBECCA CARPENTER	47.52	538214	
US BANK NATIONAL ASSOCIATION	45.00	538231	718.69*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,800.00	538082	
COMMUNITY FUNERAL CHAPEL, INC.	900.00	538084	
CLAYBAR HAVEN OF REST	1,932.00	538124	
UNITED STATES POSTAL SERVICE	88.48	538126	
EZEA D EDE MD	1,445.32	538195	6,165.80*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	892.97	538083	
CLAYBAR HAVEN OF REST	644.00	538124	
VECTOR SECURITY	135.99	538181	
CHARTER COMMUNICATIONS	225.83	538204	
CHARTER COMMUNICATIONS	170.89	538206	
BLUE TRITON BRANDS INC	69.46	538228	2,139.14*
NURSE PRACTITIONER			
BAK GLOBAL LLC	100.00	538211	100.00*
ENVIRONMENTAL CONTROL			
AT&T	48.16	538113	
US BANK NATIONAL ASSOCIATION	229.00	538231	277.16*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	23,265.53	538167	
RHONDA R BABINO	600.00	538230	
PIONEERRX LLC	792.61	538235	24,658.14*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	519.30	538070	
CITY OF BEAUMONT - WATER DEPT.	257.57	538079	
ECOLAB	286.86	538087	
ENTERGY	5,107.85	538095	
M&D SUPPLY	21.73	538101	
ACE IMAGEWEAR	256.22	538111	
THOMAS A/C SUPPLY INC	761.25	538122	
FIRETROL PROTECTION SYSTEMS INC	520.00	538151	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	19.90	538208	
LEVELED CONCRETE	3,838.74	538236	11,589.42*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	762.14	538080	
CURETON & SON	99.00	538085	
M&D SUPPLY	173.85	538101	
AT&T	513.66	538113	
SOLAR	169.61	538129	
WES VICE HARDWOODS & SUPPLY INC	12.85	538194	
PARKER'S BUILDING SUPPLY	18.48	538209	1,749.59*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	133.55	538081	
ENTERGY	411.91	538095	

NAME	AMOUNT	CHECK NO. ¹¹⁶	TOTAL
SETZER HARDWARE, INC.	18.85	538110	
AMAZON CAPITAL SERVICES	157.99	538210	
SERVICE CENTER			722.30*
J.K. CHEVROLET CO.	418.02	538096	
PHILPOTT MOTORS, INC.	319.09	538103	
JEFFERSON CTY. TAX OFFICE	7.50	538121	
VOYAGER FLEET SYSTEM, INC.	23,870.01	538136	
BUMPER TO BUMPER	332.22	538138	
AMERICAN TIRE DISTRIBUTORS	237.60	538150	
MIGHTY OF SOUTHEAST TEXAS	886.53	538158	
ADVANCE AUTO PARTS	456.83	538164	
1800RADIATOR & AC	215.00	538174	
MIDNIGHT AUTO	159.95	538178	
US BANK NATIONAL ASSOCIATION	17.75	538231	
VETERANS SERVICE			26,920.50*
ODP BUSINESS SOLUTIONS, LLC	979.27	538207	
MOSQUITO CONTROL FUND			979.27*
SETZER HARDWARE, INC.	102.72	538110	
ACE IMAGEWEAR	85.65	538111	
TEXAS DEPT OF AGRICULTURE	150.00	538154	
LJA ENGINEERING INC	2,092.50	538162	
CHARTER COMMUNICATIONS	96.21	538203	
US BANK NATIONAL ASSOCIATION	192.00	538231	
SECURITY FEE FUND			2,719.08**
GALLS LLC	116.00	538175	
AMAZON CAPITAL SERVICES	379.39	538210	
CWPP /GAF ERIC PREV			495.39**
H2O PARTNERS	5,005.00	538218	
SHSP/CCP2005/RURAL LAW EN			5,005.00**
LAKE COUNTRY CHEVROLET, INC.	55,648.00	538185	
COVENANT TACTICAL LLC	2,800.00	538193	
COMMUNITY SUPERVISION FND			58,448.00**
CASH ADVANCE ACCOUNT	1,380.35	538098	
UNITED STATES POSTAL SERVICE	57.69	538126	
JCCSC	2,432.00	538157	
COMMUNITY CORRECTIONS PRG			3,870.04**
CASH ADVANCE ACCOUNT	691.75	538098	
SCAAP GRANT			691.75**
CDW COMPUTER CENTERS, INC.	425.69	538119	
COUNTY RECORDS MANAGEMENT			425.69**
PRESERVATION TEXAS ALLIANCE	100.00	538105	
TYRRELL HISTORICAL LIBRARY	100.00	538134	
BEAUMONT HERITAGE SOCIETY	125.00	538135	
PORT ARTHUR HISTORICAL SOCIETY	75.00	538145	
DEPUTY SHERIFF EDUCATION			400.00**
CASH ADVANCE ACCOUNT	2,246.72	538098	
CASH ADVANCE ACCOUNT	1,169.53	538099	
HOTEL OCCUPANCY TAX FUND			3,416.25**

NAME	AMOUNT	CHECK NO. 117	TOTAL
KATHI HUGHES	607.00	538142	
JESSIE DAVIS	724.40	538149	
CELIA DOMINGUEZ	724.40	538240	2,055.80**
CAPITAL PROJECTS FUND			
THE HEARTFIELD LAW FIRM	125.00	538156	
ATLAS TECHNICAL CONSULTANTS LLC	6,590.00	538222	6,715.00**
AIRPORT FUND			
TEEX	6,600.00	538073	
CITY OF NEDERLAND	356.37	538081	
BELT SOURCE	289.87	538141	
DELTA INDUSTRIAL SERVICE & SUPPLY	326.83	538159	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	11.88	538170	
EAGLE PUMP & METERS INC	668.50	538179	
TITAN AVIATION FUELS	95,498.01	538188	103,751.46**
SE TX EMP. BENEFIT POOL			
LANTERN SPECIALTY CARE	344.40	538225	344.40**
SETEC FUND			
HB NEILD AND SONS INC	495.00	538102	
TEXAS MATERIALS	630.45	538223	1,125.45**
LIABILITY CLAIMS ACCOUNT			
BAILEY COWAN HECKAMAN PLLC	25,000.00	538239	25,000.00**
BAIL BONDING FUND			
RONALD DUCOTE	20,000.00	538232	20,000.00**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	400.00	538213	400.00**
J C ASSISTANCE DISTRICT 4			
ENTERGY	11.31	538095	11.31**
MARINE DIVISION			
CITY OF NEDERLAND	26.20	538081	
JACK BROOKS REGIONAL AIRPORT	962.54	538097	
RITTER @ HOME	35.95	538108	
ARROW AVIATION CO LLC	1,120.00	538173	
NEXT GENERATION POWER ENGINEERING	266.72	538196	2,411.41**
SHERIFF - COMMISSARY			
CDW COMPUTER CENTERS, INC.	781.16	538118	
AMAZON CAPITAL SERVICES	345.96	538210	1,127.12**
			820,078.53***



Jefferson County Courthouse
1149 Pearl Street
4th Floor
Beaumont, Texas 77701
(409) 835-8441

China Service Center
20205 W. Hwy 90
China, TX 77613
(409) 434-5430

BRANDON WILLIS
Commissioner
Precinct #1

TO: Rebekah Patin and Fran Lee, Auditing
FROM: Lori Fountain, Pct. #1 Road and Bridge
DATE: 04-01-26
RE: *Amendment*
Budget Transfer - Agenda

Amendment
This ~~transfer~~ request is to cover the purchase of the land *\$250,000*
To 111-0108-431.60-21 Capital outlay/land & easements
From 120-9999-415.99-99 Contingency appropriation

Thank you,

Lori



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2026

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit 'A' and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to ad valorem taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement remains responsible for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and the provisions of the abatement agreement for the real property located in a lawfully created Reinvestment or Enterprise Zone. **It must be understood that this Policy is intended to provide guidance relating to the application for an abatement but that the terms and conditions outlined in the Abatement Agreement approved by the Commissioners Court are controlling.**

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

- (a) **Abatement** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.
- (b) **Affiliate** means any specified person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.
- (c) **Agreement** means a contractual agreement between a property owner and/or lessee and the County.
- (d) **Base Year** means the calendar year in which the abatement contract is executed (signed).
- (e) **Bulk Buys** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.
- (f) **Deferred Maintenance** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources. The terms and conditions of the abatement will remain in full force and effect for all maintenance and turnaround work conducted on the facility for the full period of abatement granted.
- (g) **Distribution Center** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.
- (h) **Eligible Facilities** or **Eligible Projects** means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely to result as a result by granting an abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial structures, buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

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(i) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements, within the Reinvestment Zone which are necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility to increase capacity for production and/or efficiency. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(n) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

Page 3

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended for the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion. Any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement, the planned improvement:

- (1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and
- (2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.
- (3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.
- (4) Must demonstrate by an independent economic impact analysis, which must be filed prior to approval of the abatement, that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered by County in Considering Abatement Requests

Section IV

(a) **Standards for Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;

- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new full-time jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located in Jefferson County Texas.

Owner will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. Owner will remit use taxes on taxable purchases made for use in the Project directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;

- (17) The attraction of other new businesses to the area that will result from the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions. Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliary of the nine-county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson, Orange and Hardin Counties where one or more of the principal owners resides. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so, without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$50,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the buy -local”provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project. **IT IS ALSO UNDERSTOOD THAT THE EPC FOR EACH ENTITY GRANTED A TAX ABATEMENT WILL BE REQUIRED TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE ABATEMENT AGREEMENT AND THE OWNER WILL BE HELD CONTRACTUALLY RESPONSIBLE TO ENSURE THAT THE EPC FULFILLS THIS OBLIGATION.**

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors, manufactures, and suppliers to enable them to submit bids in the AT THE OUTSET OF THE procurement processes for materials, including but not limited to Bulk Buys. The recipient of a tax abatement will use the available resources of the Chambers of Commerce, Texas Workforce, vendor/contractor workshops and advertising to accomplish this goal.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.

The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given a sufficient opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by State all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a HUB/DBE Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to comply with the "local buy/hire" provisions to utilize local labor, subcontractors, vendors, suppliers and HUBs/DBEs. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) Denial of Abatement. Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would have a substantial adverse effect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **“Taxability”** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds **which includes GPS coordinates (pursuant to a directive from the Comptroller’s Office)** ; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted, by check, payable to Jefferson County with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment zone or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted. Prior to considering and approving any tax abatement agreement, the recipient shall make its principals available to appear in an executive session (confidential meeting) with the Commissioners Court to generally outline their proposed project will benefit the local economy.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the

commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act, during negotiations, until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and

(12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

13) A copy of the model abatement agreement will be provided to each applicant and every applicant understands and agrees that, notwithstanding the wording of this policy, the terms and conditions of the agreement will control and prevail.

RECAPTURE

SECTION VII

(a) In the event that the company, owners or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice (Cure Period), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owners Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owners Affiliates, or Joint Venture shall become null and void and cancelled.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of the executed abatement agreement, as a result of any event of default by OWNER, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities who supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement. The quarterly reports must contain details regarding local and non-local expenditures on a format similar to Exhibit A attached hereto.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement.

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicants contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

**QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP
AN APPLICATION AND ECONOMIC IMPACT STATEMENT
FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJs, and reinvestment or enterprise zone boundaries.

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$_____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

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Type of construction:
 (Tilt wall, Build-Out of Existing Facility, Etc.)
 Value of Construction:
 Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements: _____
 (Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements:

 Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? _____

(12) Amount property tax base valuation will be increased:
 During term of abatement: _____
 After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____
 (Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____
 (If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to bulk buys.” For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT A REPORTING FORMAT FOR THE QUARTERLY REPORTS HAS BEEN PROVIDED FOR THE GUIDANCE IN SUBMITTING SUCH REPORTS

_____ - COMPLIANCE REPORT
SUMMARY QUARTERLY REPORT DURING CONSTRUCTION PHASE
PERIOD _____ - _____

CONFIDENTIAL

1) Were local labor, vendors, suppliers, and sub-contractors given timely opportunity to bid?

Local consultant provided listing of approved HUB/DBE and local vendors/suppliers.

Local vendors/suppliers were used almost exclusively with exceptions shown listed in the attached schedule A

2) Did you encourage and promote the use of HUB/DBE's to the general contractor(s) by ensuring HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services?

Yes, a provision was included in the contractor's subcontracts which requires them to read and comply with the terms of the abatement agreement relating to the use of local (first priority) and HUB/DBE vendors, suppliers or subcontractors.

3) Was preference and priority given to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency ("buy-local provision")?

Yes, preference is always local first then HUB/DBE.

4) Was justification documented for the use of non-local manufacturers, suppliers, vendors,



STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the 'AGREEMENT') is made and entered into by and between Jefferson County (hereinafter sometimes referred to as the COUNTY), and _____ (hereinafter sometimes referred to as "_____" or OWNER) and (Owner to designate), _____ as Owner's EPC for the project.

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the _____ Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated _____, 202_ (hereinafter referred to as the REINVESTMENT ZONE); and

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 _____ and related improvements (hereinafter referred to collectively 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 _____, TX, which has been designated by Order of this Court, 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, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

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

2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE -
REINVESTMENT ZONE.**

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

‘Abatement’ means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

‘Affiliate’ of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term ‘control’ (including the terms ‘controlled by’ and ‘under common control with’) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

‘Base Year Value’ means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

‘Base year,’ for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

‘Ineligible Property’ is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

‘Eligible Property’ means the realty improvements, the on -site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components

necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

Taxable Value”for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

Full -time job,” as used herein, shall mean a permanent full -time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

Payment in Lieu of Taxes” If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on (January 1, of the year construction is completed) and shall terminate on December 31, 20__ The _____ year following commencement of the abatement), unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 20____, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule, OWNER and EPC 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, 20__ **(the year construction is complete)**), maintain a level of not less than _____ new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of _____, 20_ (the month construction is complete) 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 _____ full-time jobs for total on site employment by owner during said term. In the event that such employment falls below ____ 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:

$$\begin{aligned} A1 &= \text{initial Abatement } \$ \\ A2 &= \text{revised Abatement } \$ \\ E1 &= \text{_____ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

- 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 \$_____ million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process and will provide this information in a format similar to that provided by the Commissioners Court.
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor is utilized by the Engineering Procurement Contractor (EPC) by using local vendors, suppliers, general contractors and sub-contractors (hereinafter collectively referred to as local enterprises) . These local enterprises will be provided a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, (e.g., piping, electrical, civil, fabrication, equipment rental and leasing) in connection with construction of the PROJECT

and any turnaround or maintenance project, at the outset of procurement, which is undertaken as part of or in connection with the PROJECT , before and during the term of the abatement period. Such consideration shall be made in good faith without discrimination. In addition, local enterprises will be awarded an amount of the construction work for the PROJECT equivalent to not less than 8% of the total Abatement during the term of the abatement.

For purposes of the foregoing:

i. Definitions

Local labor is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County (hereinafter collectively referred to as the local territory) .

Local enterprises ” shall include only vendors and suppliers are those businesses having their principal office within either Jefferson, Hardin or Orange County and which the owner or a principal owner resides within one of these counties. This verification may be established by drivers license, corporate records or redacted tax returns. It is further required that the OWNER will verify that at least 8% of the value of all goods or services provided in the construction are awarded to competent labor contractors or suppliers of goods and services utilized the construction or maintenance.

- ii. In addition to the mandatory minimums as required by paragraph 5.f. above, OWNER also agrees to give preference and priority to local manufacturers, suppliers, vendors of finished goods, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. If any such exception in cases involving purchases over \$50,000, a justification for such purchase shall be included in OWNERS reports. OWNER further acknowledges that, under this agreement, it is a contractual obligation that anyone receiving property tax abatements is contractually obligated to favor local manufacturers, suppliers, contractors, and labor, when specifications are met. By this it is to be understood and agreed that, if a local vendor/contractor is competent and submits a bid within 5% of the lowest non-local vendor/contractor, the Owner/EPC will award the to the local contractor/vendor. In the event of a breach of this buy local”provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.

- iii. OWNER agrees that it will provide sufficient notice and relevant information to qualified local manufacturers, suppliers, vendors of locally manufactured products, contractors and labor groups to enable them to submit bids, from the onset of procurement, for services in the initial procurement processes. This shall include

but not be limited to PROJECT information provided in job fairs or other meeting opportunities to be conducted by OWNER.

- iv. Owner will provide the Commissioners Court with the name and contact information of the EPC and the contact information for its supervisor of all procurement.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor and local enterprises, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER/ EPC will invoice purchases locally to ensure that sales taxes are credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
- k. OWNER will not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- l. OWNER shall include provisions in OWNER's contract(s) with its Prime Contractor(s) that requires such Prime Contractor(s) to:

- i. Use commercially reasonable efforts to encourage and promote the utilization of businesses identified in Texas Statute Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298 (Encouraged Texas Business) by the Prime Contractors engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the Term of Abatement by providing such qualified businesses with a timely opportunity to bid or make proposals with respect to contracts for supplies, goods, and services (including constructing services, e.g. piping, electrical, civil, fabrication), and
 - ii. Provide reasonable notice and information regarding the PROJECT to Encouraged Texas Businesses to enable them to submit bids or proposals for materials or services in the initial procurement processes, including but not limited to PROJECT information provided in job fairs to be conducted by OWNER or on OWNER's behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.
- m. OWNER agrees to:
- i. offer to assist qualified local Encouraged Texas Businesses in being added to any "Approved Vendor List" so that they are eligible for hiring by OWNER's Prime contractor(s);
 - ii. offer to consult with chambers of commerce, local business associations, trade associations and other regional economic development organizations to identify Encouraged Texas Businesses;
 - iii. offer to host a trade show for Encouraged Texas Businesses for the purpose of introducing them to OWNER and Prime Contractor(s) purchasing personnel and providing them with opportunities to showcase products and services to OWNER;
 - iv. offer to provide information on a webpage advising Encouraged Texas Businesses how to do business with OWNER in Jefferson County.
 - v. is also maintained in the COUNTY office and a list of same is attached hereto as Exhibit D-1.
- n. Following at least seven days written notice to OWNER, OWNER will provide reasonable access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Any such inspection must comply with the facility's safety training and PPE requirements and other safety and security procedures and guidelines.

is also maintained in the COUNTY office and a list of same is attached hereto as Exhibit D-1.

- o. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify HUB/DBE vendors, suppliers and sub-contractors;
- p. Notify qualified local enterprises and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- q. Provide qualified local enterprises and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- r. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNERS contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- s. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT and in accordance with the drainage requirements of the Jefferson County Drainage District and the Jefferson County Engineering Department requirements for roadway and right-of-way permits pursuant to Appendix.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction as well as the names and payments made to all of the local enterprises engaged to provide goods or services for the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 20__ (year abatement executed) as set forth on attached Exhibit B,” and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the Tax Abatement Schedule”the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER’s abatement shall be made should any reduction to Taxable Value of OWNER’s Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost (Intended Maximum), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the Exempt Property Excess), the percentage of abatement described in the Abatement Schedule shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, _____ which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force

Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that Force Majeure Event’does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code. Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and ,
- 2.) For any constituent good or product incorporated into the construction of the project;

The OWNER must solicit and allow local enterprises and contractors to bid on the provision of such goods and services from the outset of procurement for same and to ultimately award a percentage of the work to such local enterprises as required herein.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days’written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

17. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: _____

With a copy to: _____

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, 3rd 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)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the ___ day of _____, 20__.

FOR THE COUNTY:

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

FOR OWNER:

EXHIBIT A Description of Project”

The proposed project is a facility to CONSTRUCT:

Any additional description you desire:

Significant components of the facility would include:

Tax Abatement Schedule”

Tax Year		Abatement Percentage
Requires a certain year to start		
1	20__	_____
2	202	_____
3	202	_____
4	202	_____
5	20	_____
6	20	_____

EXHIBIT B Base Year Property Value”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District. Owner will provide the NACIS number and taxpayer identification upon execution of the agreement.

EXHIBIT C -Reinvestment Zone Order”

EXHIBIT D ~~List of HUB/ DBE Companies~~"

Property Owner may acknowledge the County has previously provided this.

Exhibit E”

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to the Jefferson County Abatement Policy and to the Texas Tax Code but the executed Abatement Agreement will control all obligations of the parties.

EXHIBIT F' - AFFILIATES OF OWNER

EXHIBIT C'ENGINEERING AND DRAINAGE REQUIREMENTS

1. Use all caution to protect County roads and right-of-way (including bridges, culverts, ditches, etc.) and prevent damages caused thereto as a result of the construction, on-going maintenance, and operations of the Facility Site as well as associated facilities and caused after the expiration of the abatement. By this owner shall restore the roads, etc. to as good a condition as before damaged.
 2. Toe secure any proper permits issued by the Jefferson County Engineering Department for heavy loads (including posting appropriate bonds) and reimburse Jefferson County for necessary repairs to restore the road (which will include necessary professional services; and
 3. To maintain the roads and drainage utilized for construction of the Facility in a safe condition for the traveling public; and
 4. Coordinate with the County Engineering Department and the Jefferson County Environmental Control Office regarding any necessary building permits; and
 5. Schedule and attend a pre-development meeting with the County Engineering Department prior to commencing construction and submit a road use plan at least 3 days prior to that meeting. The road use plan should identify all County roads and existing pipelines that may be affected by the construction or use of the facility; and
- Owner shall execute a Developer Agreement relating to the reconstruction and repair of affected County roads. Owner shall not begin construction, of the Abated Facility until the Developer Agreement has been fully executed and proper permits are issued. Beginning construction prior to the execution of a Developer Agreement will result in the cancellation of the abatement. Applicant's property considered necessary by the Jefferson County Engineer.
6. Will dedicate to the County or a drainage district with jurisdiction, any drainage easement(s) considered necessary for appropriate drainage of the facility; and



Resolution

STATE OF TEXAS
 COUNTY OF JEFFERSON

§
 §
 §

COMMISSIONERS COURT
 OF JEFFERSON COUNTY, TEXAS

Approval of 2026 Jefferson County Tax Abatement Policy and Standard Abatement Agreement

WHEREAS, The Commissioners' Court of Jefferson County finds it in the best interest of the citizens of Jefferson County that it adopts a standard abatement policy and standard agreement for entities requesting and abatement of ad valorem taxes; and

WHEREAS, Commissioners' Court of Jefferson County has previously adopted such policies and abatement agreements to improve economic growth and increase employment opportunities for the citizens of Jefferson County pursuant the Sec. 312.401 et seq., Texas Tax Code; and

WHEREAS, Commissioners' Court of Jefferson County acknowledges that while it must renew such policies every two years to continue to attract new industrial projects to Jefferson County.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, does hereby approve the 2026 Jefferson County Tax Abatement Policy and Standard Abatement Agreement and that each will be posted on the Jefferson County web site..

SIGNED this 8th day April, 2026.

Judge Jeff R. Branick
 County Judge



COMMISSIONER BRANDON WILLIS
 Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER CARY ERICKSON
 Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

1. Property Name and Location			
NAME OF STATE ANTIQUITIES LANDMARK Jefferson County Courthouse			
ADDRESS 1149 Pearl Street	CITY Beaumont	COUNTY Jefferson	ZIP CODE 77701

2. Project Name
NAME OR BRIEF DESCRIPTION OF PROJECT WORK Roofing Renovations to Jefferson County Courthouse

3. Applicant (Owner or Controlling Agency)			
OWNER/AGENCY Jefferson County Commissioner's Court	REPRESENTATIVE Brandon Willis	TITLE Commissioner Pct. 1	
ADDRESS 1149 Pearl Street	CITY Beaumont	STATE TX	ZIP CODE 77701
PHONE (409) 835-8441	EMAIL brandon.willis@jeffersoncountytexas.gov		

4. Architect or Other Project Professional			
NAME/FIRM The LaBiche Architectural Group, Inc.	REPRESENTATIVE Dohn H. LaBiche, FAIA	TITLE President	
ADDRESS 7999 GLADYS AVE STE 101, Suite 101	CITY Beaumont	STATE TX	ZIP CODE 77706
PHONE (409) 860-0197	EMAIL		

5. Construction Period	
PROJECT START DATE April 2026	PROJECT END DATE September 2026

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- | | | |
|--|--|---|
| <input type="checkbox"/> Preservation | <input type="checkbox"/> Reconstruction | <input type="checkbox"/> Relocation |
| <input checked="" type="checkbox"/> Rehabilitation | <input type="checkbox"/> Architectural Investigation | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Restoration | <input type="checkbox"/> Hazard Abatement | <input type="checkbox"/> New Construction |

ATTACHMENTS

For all projects, please attach the following:

- Written description of the proposed project;
- Project documents (plans, specifications, etc.); and
- Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- | | |
|--|---|
| <input type="checkbox"/> Historic Structure Report | <input checked="" type="checkbox"/> Architectural Documentation |
| <input type="checkbox"/> Historical Documentation | <input type="checkbox"/> Archeological Documentation |

PROPERTY NAME: Jefferson County Courthouse

COUNTY: Jefferson

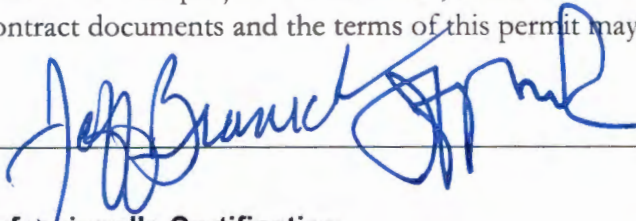
CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, JEFF R. BRANICK, Co. JUDGE, as legal representative of the Applicant, JEFFERSON COUNTY, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature

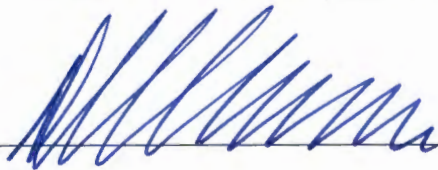


Date

3/26/26**Project Professional's Certification**

I, DOHN H. LABICHE, FAIA, as legal representative of the Firm, THE LABICHE ARCH. GROUP, INC., do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

Signature



Date

3/25/26**SUBMISSION**

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hspermit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov

ATTEST

DATE

4/8/26

TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.texas.gov



PROCLAMATION

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 8th day of April 2026, on motion made by Commissioner Sinegal, Commissioner of Precinct No. 3, and seconded by Commissioner Erickson, Commissioner of Precinct No. 2, the following Proclamation was adopted:

Interference with Child Custody Awareness Day

WHEREAS, youth in our communities thrive when they experience consistency, predictability, and stability in their relationships with parents and caregivers; and

WHEREAS, court-ordered possession and access agreements are established to serve the best interests of children and to provide clear, enforceable expectations for youth and families across all of our communities; and

WHEREAS, interference with child custody disrupts the emotional well-being and stability of children, undermines the sanctity of family, and places families across our communities in avoidable conflict; and


WHEREAS, such interference often results in increased conflict and unnecessary involvement of law enforcement and courts, placing additional strain on families and local resources; and

WHEREAS, Black Diamond Custody Solutions and the firm Galmor, Stovall & Gilthorpe have played an active role in raising awareness of interference with child custody issues and in promoting education, accountability, and stability for children and families throughout Jefferson County; and

WHEREAS, April 8, 2026 is recognized as Interference with Child Custody Awareness Day, underscoring the importance of ensuring that the youth of our communities' experience consistency and predictability during court-ordered custody exchanges, and acknowledging the broader impact that custody interference has on families and the community; and

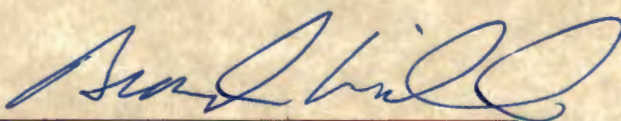
THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas, that in honor and recognition of all those who assist parents and caregivers in custody issues do hereby declare April 8, 2026, as Interference with Child Custody Awareness Day.

Signed this 8th day of April, 2026.

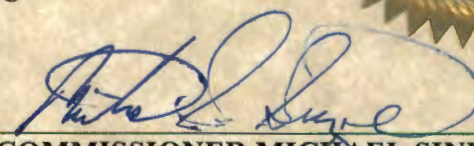


JUDGE JEFF R. BRANICK
 County Judge

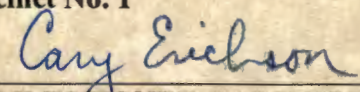




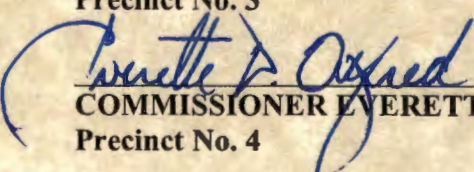
COMMISSIONER BRANDON WILLIS
 Precinct No. 1



COMMISSIONER MICHAEL SINEGAL
 Precinct No. 3



COMMISSIONER CARY ERICKSON
 Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

Resolution



COUNTY OF JEFFERSON) (

STATE OF TEXAS) (

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 8th day of April, 2026, on motion made by Commissioner Erickson, Commissioner of Precinct No. 2, and seconded by Commissioner Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Commissioners' Court of Jefferson County, Texas established the Jefferson County Employee Excellence Award on December 4, 1995; and

WHEREAS, Emily Beagh, Administrative Secretary for the Sheriff's Office, has been selected as the employee of Jefferson County who meets all of the criteria for this award and who best demonstrates the highest standards of adaptability, resourcefulness, and reliance, and

WHEREAS, these qualities are shown by her nearly 15 years of dedication to Jefferson County, and her positive attitude and willingness to teach others which promotes a great example and a great deal of confidence with everyone with whom she shares her knowledge;

NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby present the 2025 Jefferson County Employee Excellence Award to Emily Beagh, and praises her for her dedicated service to the citizens and employees of Jefferson County.

Signed this 8th day of April, 2026.

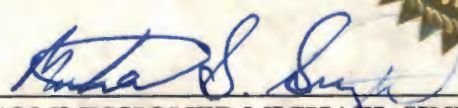


JUDGE JEFF BRANICK
County Judge

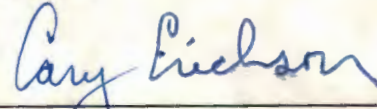




COMMISSIONER BRANDON WILLIS
Precinct No. 1



COMMISSIONER MICHAEL SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution No.

The State of Texas)	
County of Jefferson)	
City of Beaumont, Texas)	Know All by These Present
City of Port Arthur, Texas)	

Inter-Local Agreement

Between Jefferson County, Texas; the City of Beaumont, Texas; and the City of Port Arthur, Texas, regarding the 2025 Edward Byrne Justice Assistance Grant (JAG) Program Award;

This Agreement is made and entered into this _____ day of _____ 2026, by and between Jefferson County, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the total funding allocation is \$136,415; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas, \$20,462 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$82,921 to the City of Beaumont, Texas, and \$33,032 to the City of Port Arthur, Texas.

WHEREAS, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree as follows:

Section 1.

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$20,462 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$82,921 to the City of Beaumont, Texas; and \$33,032 to the City of Port Arthur, Texas.

Section 2.

Jefferson County, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2028.

The City of Beaumont, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2028.

The City of Port Arthur, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2028.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas

CITY MANAGER

City of Port Arthur, Texas

CITY MANAGER

Jefferson County, Texas



COUNTY JUDGE



ATTEST 

DATE 4/18/26

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

RESOLUTION NO. 26-046**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PORT ARTHUR POLICE DEPARTMENT AND THE JEFFERSON COUNTY SHERIFF'S OFFICE (JSCO) AUTHORIZING THE USE OF THE JCSO FIREARMS TRAINING RANGE AND RELATED FACILITIES.**

WHEREAS, the City of Port Arthur Police Department is required to maintain access to certified firearms training facilities to conduct law enforcement training, firearms qualification, and proficiency activities in compliance with applicable state standards; and

WHEREAS, the Jefferson County Sheriff's Office owns, operates, and maintains a firearms training range and related facilities suitable for such training purposes; and

WHEREAS, the City of Port Arthur and the Jefferson County Sheriff's Office are authorized to enter into interlocal agreements pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the proposed Memorandum of Agreement, attached hereto as Exhibit "A," sets forth the terms and conditions under which authorized personnel of the City of Port Arthur Police Department may utilize the Jefferson County Sheriff's Office firearms training range and related facilities; and

WHEREAS, approval of the Memorandum of Agreement promotes intergovernmental cooperation, enhances officer safety and training readiness, and ensures the efficient and cost-effective use of public resources.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council hereby authorizes the City Manager to execute the Memorandum of Agreement between the City of Port Arthur Police Department and the Jefferson County Sheriff's Office for the use of the Jefferson County Sheriff's Office firearms training range and related facilities, substantially in the form attached hereto as Exhibit "A."

Section 3. That a copy of the caption of this resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 10th day of February, A.D., 2026, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:
AYES:

Mayor: Moses, MPT Doucet Councilmembers:
Kylew, Beecom Frank, Lewis
Hamilton-Everfield

NOES: none

Charlotte M. Moses
Charlotte M. Moses
Mayor

ATTEST:

Christe W. Ned on behalf of
Sherri Bellard
City Secretary

APPROVED AS TO FORM:

[Signature]
Roxann Pais Cotroneo
City Attorney

APPROVED FOR ADMINISTRATION:

[Signature]
Ronald Burton, CPM
City Manager

[Signature] 1-26-2026
Timothy W. Duriso
Chief of Police

EXHIBIT “A”

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (“MOA”) becomes effective upon approval by the governing bodies of Jefferson County and the City of Port Arthur. This MOA is entered into by and between the Jefferson County Sheriff’s Office (“JCSO”), a political subdivision of the State of Texas, and the Port Arthur Police Department (“PAPD”), also a political subdivision of the State of Texas, for the purpose of authorizing the use of the Jefferson County Sheriff’s Office firearm training range and related facilities.

1. Authority

This MOA is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, which authorizes local governments to enter into interlocal contracts to increase efficiency and to perform governmental functions jointly. The Parties acknowledge that each participating governing body must authorize the agreement in accordance with applicable law.

2. Purpose

The purpose of this MOA is to set out terms and conditions under which JCSO will permit authorized personnel from the PAPD(s) to use the JCSO Firearm Training Range and Range House (collectively “Range Facilities”) for firearm qualification, training, and related activities.

3. Definitions

- “Authorized Personnel” — sworn officers, certified instructors, and school guardian/security officers that are authorized in writing by their agency to use the Range Facilities.
- “Range Facilities” — JCSO shooting range, range house, classrooms, and related support areas.
- “Scheduled Use” — use of the Range Facilities during time slots reserved

4. Term

This MOA shall commence on the Effective Date and continue for a period of, unless earlier terminated as provided in §11. The Parties may extend this MOA by written amendment, subject to requisite governing-body approvals.

5. Authorized Uses

Permitted uses of the Range Facilities under this MOA include:

- Agency firearm qualification and re-qualification;
- Instructor development and firearm training courses;

- Departmental tactical firearms training (when pre-authorized);
- Other uses as agreed in writing by the Parties.

Prohibited uses include private commercial activities not related to official law-enforcement duties unless explicitly agreed and approved.

6. Scheduling & Reservations

1. All use must be scheduled in advance through JCSO Training Division.
2. JCSO will maintain a master schedule; reasonable efforts will be made to accommodate scheduling requests, but JCSO reserves the right to prioritize its own operations.
3. Cancellations must be made at least **[48] hours** before the scheduled time unless an emergency exists.

7. Training Standards & Safety

1. All Authorized Personnel must comply with JCSO Range Safety Rules.
2. A certified Range Safety Officer (RSO) must be present for all live-fire training sessions.
3. Each Agency is responsible for ensuring its participants meet applicable qualifications and certification requirements before participation.

8. Liability

Each Party shall remain responsible for acts or omissions of its own officers, employees, and agents. Nothing in this MOA waives any immunities or defenses available under Texas law.

9. Property, Maintenance & Repairs

1. JCSO remains the owner/primary custodian of the Range Facilities and is responsible for regular maintenance.
2. Requesting Agencies are responsible for damage caused by their use and shall reimburse JCSO for repair costs (reasonable documentation required).

10. Compliance with Laws & Policies

All activities under this MOA must comply with federal, state, and local law, and with JCSO policies and Range rules. This MOA does not authorize any Party to act outside the scope of its statutory authority. The Parties further acknowledge that interlocal agreements must be authorized by governing bodies as required by the Texas Government Code, Chapter 791.

11. Termination

1. Either Party may terminate this MOA for convenience upon [30] days written notice to the other Party.
2. Immediate termination may occur for safety violations, failure, or breach of material terms. Any such termination shall be provided in writing with reasons.

12. GENERAL PROVISIONS

This MOU represents the full understanding between the parties concerning the matters addressed herein. Any amendments must be made in writing and signed by authorized representatives of both counties.

IN WHEREOF, the undersigned parties have executed this Memorandum of Understanding

Port Arthur Police Department

By: _____
 Signature: _____
 Title: _____
 Date: _____

Jefferson County Sheriff's Office

By: _____
 Signature: _____
 Title: _____
 Date: _____

Local City (Mayor/City Manager)

By: _____
 Signature: _____
 Title: _____
 Date: _____

Jefferson County Judge

By: Jeff R. Branick
 Signature: Jeff R. Branick
 Title: County Judge
 Date: 4-8-2026



ATTEST [Signature]
 DATE 4/8/26

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (“MOA”) becomes effective upon approval by the governing bodies of Jefferson County and the City of Port Neches. This MOA is entered into by and between the Jefferson County Sheriff’s Office (“JCSO”), a political subdivision of the State of Texas, and the Port Neches Police Department (“PNPD”), also a political subdivision of the State of Texas, for the purpose of authorizing the use of the Jefferson County Sheriff’s Office firearm training range and related facilities.

1. Authority

This MOA is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, which authorizes local governments to enter into interlocal contracts to increase efficiency and to perform governmental functions jointly. The Parties acknowledge that each participating governing body must authorize the agreement in accordance with applicable law.

2. Purpose

The purpose of this MOA is to set out terms and conditions under which JCSO will permit authorized personnel from the PNPD(s) to use the JCSO Firearm Training Range and Range House (collectively “Range Facilities”) for firearm qualification, training, and related activities.

3. Definitions

- “Authorized Personnel” — sworn officers, certified instructors, and school guardian/security officers that are authorized in writing by their agency to use the Range Facilities.
- “Range Facilities” — JCSO shooting range, range house, classrooms, and related support areas.
- “Scheduled Use” — use of the Range Facilities during time slots reserved

4. Term

This MOA shall commence on the Effective Date, which is the date the MOA is authorized by the governing bodies, and continue unless terminated as provided in section 11.

5. Authorized Uses

Permitted uses of the Range Facilities under this MOA include:

- Agency firearm qualification and re-qualification;
- Instructor development and firearm training courses;
- Departmental tactical firearms training (when pre-authorized);

- Other uses as agreed in writing by the Parties.

Prohibited uses include private commercial activities not related to official law-enforcement duties unless explicitly agreed and approved.

6. Scheduling & Reservations

1. All use must be scheduled in advance through JCSO Training Division.
2. JCSO will maintain a master schedule; reasonable efforts will be made to accommodate scheduling requests, but JCSO reserves the right to prioritize its own operations.
3. Cancellations must be made at least **[48] hours** before the scheduled time unless an emergency exists.

7. Training Standards & Safety

1. All Authorized Personnel must comply with JCSO Range Safety Rules.
2. A certified Range Safety Officer (RSO) must be present for all live-fire training sessions.
3. Each Agency is responsible for ensuring its participants meet applicable qualifications and certification requirements before participation.

8. Liability

Each Party shall remain responsible for acts or omissions of its own officers, employees, and agents. Nothing in this MOA waives any immunities or defenses available under Texas law.

9. Property, Maintenance & Repairs

1. JCSO remains the owner/primary custodian of the Range Facilities and is responsible for regular maintenance.
2. Requesting Agencies are responsible for damage caused by their use and shall reimburse JCSO for repair costs (reasonable documentation required).

10. Compliance with Laws & Policies

All activities under this MOA must comply with federal, state, and local law, and with JCSO policies and Range rules. This MOA does not authorize any Party to act outside the scope of its statutory authority. The Parties further acknowledge that interlocal agreements must be authorized by governing bodies as required by the Texas Government Code, Chapter 791.

11. Termination

1. Either Party may terminate this MOA for convenience upon [30] days written notice to the other Party.
2. Immediate termination may occur for safety violations, failure, or breach of material terms. Any such termination shall be provided in writing with reasons.

12. GENERAL PROVISIONS

This MOA represents the full understanding between the parties concerning the matters addressed herein. Any amendments must be made in writing and signed by authorized representatives of both counties.

IN WHEREOF, the undersigned parties have executed this Memorandum of Agreement,

Port Neches Police Department

By: CHERI GRIFFITH
 Signature: *Cheri Griffith*
 Title: CHIEF OF POLICE
 Date: 2/9/2026

Jefferson County Sheriff's Office

By: _____
 Signature: _____
 Title: _____
 Date: _____

Port Neches (Mayor/City Manager)

By: Robert Arnold
 Signature: *Robert Arnold*
 Title: Mayor
 Date: 2/5/2026

Jefferson County Judge

By: *Jeff R. Branick*
 Signature: Jeff R. Branick
 Title: County Judge
 Date: 4-8-2024



ATTEST *[Signature]*
 DATE 4/8/26

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (“MOA”) becomes effective upon approval by the governing bodies of Jefferson County and the City of Groves. This MOA is entered into by and between the Jefferson County Sheriff’s Office (“JCSO”), a political subdivision of the State of Texas, and the Groves Police Department (“GPD”), also a political subdivision of the State of Texas, for the purpose of authorizing the use of the Jefferson County Sheriff’s Office firearm training range and related facilities.

1. Authority

This MOA is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, which authorizes local governments to enter into interlocal contracts to increase efficiency and to perform governmental functions jointly. The Parties acknowledge that each participating governing body must authorize the agreement in accordance with applicable law.

2. Purpose

The purpose of this MOA is to set out terms and conditions under which JCSO will permit authorized personnel from the GPD(s) to use the JCSO Firearm Training Range and Range House (collectively “Range Facilities”) for firearm qualification, training, and related activities.

3. Definitions

- “Authorized Personnel” — sworn officers, certified instructors, and school guardian/security officers that are authorized in writing by their agency to use the Range Facilities.
- “Range Facilities” — JCSO shooting range, range house, classrooms, and related support areas.
- “Scheduled Use” — use of the Range Facilities during time slots reserved

4. Term

This MOA shall commence on the Effective Date, which is the date the MOA is authorized by the governing bodies, and continue unless terminated as provided in section 11.

5. Authorized Uses

Permitted uses of the Range Facilities under this MOA include:

- Agency firearm qualification and re-qualification;
- Instructor development and firearm training courses;
- Departmental tactical firearms training (when pre-authorized);

- Other uses as agreed in writing by the Parties.

Prohibited uses include private commercial activities not related to official law-enforcement duties unless explicitly agreed and approved.

6. Scheduling & Reservations

1. All use must be scheduled in advance through JCSO Training Division.
2. JCSO will maintain a master schedule; reasonable efforts will be made to accommodate scheduling requests, but JCSO reserves the right to prioritize its own operations.
3. Cancellations must be made at least **[48] hours** before the scheduled time unless an emergency exists.

7. Training Standards & Safety

1. All Authorized Personnel must comply with JCSO Range Safety Rules.
2. A certified Range Safety Officer (RSO) must be present for all live-fire training sessions.
3. Each Agency is responsible for ensuring its participants meet applicable qualifications and certification requirements before participation.

8. Liability

Each Party shall remain responsible for acts or omissions of its own officers, employees, and agents. Nothing in this MOA waives any immunities or defenses available under Texas law.

9. Property, Maintenance & Repairs

1. JCSO remains the owner/primary custodian of the Range Facilities and is responsible for regular maintenance.
2. Requesting Agencies are responsible for damage caused by their use and shall reimburse JCSO for repair costs (reasonable documentation required).

10. Compliance with Laws & Policies

All activities under this MOA must comply with federal, state, and local law, and with JCSO policies and Range rules. This MOA does not authorize any Party to act outside the scope of its statutory authority. The Parties further acknowledge that interlocal agreements must be authorized by governing bodies as required by the Texas Government Code, Chapter 791.

11. Termination

1. Either Party may terminate this MOA for convenience upon [30] days written notice to the other Party.
2. Immediate termination may occur for safety violations, failure, or breach of material terms. Any such termination shall be provided in writing with reasons.

12. GENERAL PROVISIONS

This MOA represents the full understanding between the parties concerning the matters addressed herein. Any amendments must be made in writing and signed by authorized representatives of both counties.

IN WHEREOF, the undersigned parties have executed this Memorandum of Agreement

Groves Police Department

By: Christopher Robin
 Signature: *[Signature]*
 Title: City Marshal
 Date: 2-26-2026

Jefferson County Sheriff's Office

By: _____
 Signature: _____
 Title: _____
 Date: _____

Groves (Mayor/City Manager)

By: Chris Bone
 Signature: *[Signature]*
 Title: Mayor
 Date: 2/23/26

Jefferson County Judge

By: *[Signature]*
 Signature: Jeff. R. Branick
 Title: County Judge
 Date: 4-8-2026



ATTEST *[Signature]*
 DATE 4/8/26

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (“MOA”) becomes effective upon approval by the governing bodies of Jefferson County and the Port Arthur Independent School District. This MOA is entered into by and between the Jefferson County Sheriff’s Office (“JCSO”), a political subdivision of the State of Texas, and the Port Arthur ISD Police Department (“PAISDPD”), also a political subdivision of the State of Texas, for the purpose of authorizing the use of the Jefferson County Sheriff’s Office firearm training range and related facilities.

1. Authority

This MOA is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, which authorizes local governments to enter into interlocal contracts to increase efficiency and to perform governmental functions jointly. The Parties acknowledge that each participating governing body must authorize the agreement in accordance with applicable law.

2. Purpose

The purpose of this MOA is to set out terms and conditions under which JCSO will permit authorized personnel from the PAISDPD(s) to use the JCSO Firearm Training Range and Range House (collectively “Range Facilities”) for firearm qualification, training, and related activities.

3. Definitions

- “Authorized Personnel” — sworn officers, certified instructors, and school guardian/security officers that are authorized in writing by their agency to use the Range Facilities.
- “Range Facilities” — JCSO shooting range, range house, classrooms, and related support areas.
- “Scheduled Use” — use of the Range Facilities during time slots reserved

4. Term

This MOA shall commence on the Effective Date, which is the date the MOA is authorized by the governing bodies, and continue unless terminated as provided in section 11.

5. Authorized Uses

Permitted uses of the Range Facilities under this MOA include:

- Agency firearm qualification and re-qualification;
- Instructor development and firearm training courses;
- Departmental tactical firearms training (when pre-authorized);

- Other uses as agreed in writing by the Parties.

Prohibited uses include private commercial activities not related to official law-enforcement duties unless explicitly agreed and approved.

6. Scheduling & Reservations

1. All use must be scheduled in advance through JCSO Training Division.
2. JCSO will maintain a master schedule; reasonable efforts will be made to accommodate scheduling requests, but JCSO reserves the right to prioritize its own operations.
3. Cancellations must be made at least **[48] hours** before the scheduled time unless an emergency exists.

7. Training Standards & Safety

1. All Authorized Personnel must comply with JCSO Range Safety Rules.
2. A certified Range Safety Officer (RSO) must be present for all live-fire training sessions.
3. Each Agency is responsible for ensuring its participants meet applicable qualifications and certification requirements before participation.

8. Liability

Each Party shall remain responsible for acts or omissions of its own officers, employees, and agents. Nothing in this MOA waives any immunities or defenses available under Texas law.

9. Property, Maintenance & Repairs

1. JCSO remains the owner/primary custodian of the Range Facilities and is responsible for regular maintenance.
2. Requesting Agencies are responsible for damage caused by their use and shall reimburse JCSO for repair costs (reasonable documentation required).

10. Compliance with Laws & Policies

All activities under this MOA must comply with federal, state, and local law, and with JCSO policies and Range rules. This MOA does not authorize any Party to act outside the scope of its statutory authority. The Parties further acknowledge that interlocal agreements must be authorized by governing bodies as required by the Texas Government Code, Chapter 791.

11. Termination

1. Either Party may terminate this MOA for convenience upon [30] days written notice to the other Party.
2. Immediate termination may occur for safety violations, failure, or breach of material terms. Any such termination shall be provided in writing with reasons.

12. GENERAL PROVISIONS

This MOA represents the full understanding between the parties concerning the matters addressed herein. Any amendments must be made in writing and signed by authorized representatives of both counties.

IN WHEREOF, the undersigned parties have executed this Memorandum of Agreement

Port Arthur ISD Police Department

By: Charlie E. Porter III
 Signature: [Handwritten Signature]
 Title: Chief of Police
 Date: 2-25-26

Port Arthur ISD (Superintendent)

By: Dr. Mark Porter
 Signature: [Handwritten Signature]
 Title: Supt.
 Date: 2-27-26

Jefferson County Sheriff's Office

By: _____
 Signature: _____
 Title: _____
 Date: _____

Jefferson County Judge

By: [Handwritten Signature]
 Signature: Jeff F. Branick
 Title: County Judge
 Date: 4-8-2026



ATTEST [Handwritten Signature]
 DATE 4/8/26

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (“MOA”) becomes effective upon approval by the governing bodies of Jefferson County and the City of Nederland. This MOA is entered into by and between the Jefferson County Sheriff’s Office (“JCSO”), a political subdivision of the State of Texas, and the Nederland Police Department (“NPD”), also a political subdivision of the State of Texas, for the purpose of authorizing the use of the Jefferson County Sheriff’s Office firearm training range and related facilities.

1. Authority

This MOA is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, which authorizes local governments to enter into interlocal contracts to increase efficiency and to perform governmental functions jointly. The Parties acknowledge that each participating governing body must authorize the agreement in accordance with applicable law.

2. Purpose

The purpose of this MOA is to set out terms and conditions under which JCSO will permit authorized personnel from the NPD(s) to use the JCSO Firearm Training Range and Range House (collectively “Range Facilities”) for firearm qualification, training, and related activities.

3. Definitions

- “Authorized Personnel” — sworn officers, certified instructors, and school guardian/security officers that are authorized in writing by their agency to use the Range Facilities.
- “Range Facilities” — JCSO shooting range, range house, classrooms, and related support areas.
- “Scheduled Use” — use of the Range Facilities during time slots reserved

4. Term

This MOA shall commence on the Effective Date, which is the date the MOA is authorized by the governing bodies, and continue unless terminated as provided in section 11.

5. Authorized Uses

Permitted uses of the Range Facilities under this MOA include:

- Agency firearm qualification and re-qualification;
- Instructor development and firearm training courses;
- Departmental tactical firearms training (when pre-authorized);

- Other uses as agreed in writing by the Parties.

Prohibited uses include private commercial activities not related to official law-enforcement duties unless explicitly agreed and approved.

6. Scheduling & Reservations

1. All use must be scheduled in advance through JCSO Training Division.
2. JCSO will maintain a master schedule; reasonable efforts will be made to accommodate scheduling requests, but JCSO reserves the right to prioritize its own operations.
3. Cancellations must be made at least **[48] hours** before the scheduled time unless an emergency exists.

7. Training Standards & Safety

1. All Authorized Personnel must comply with JCSO Range Safety Rules.
2. A certified Range Safety Officer (RSO) must be present for all live-fire training sessions.
3. Each Agency is responsible for ensuring its participants meet applicable qualifications and certification requirements before participation.

8. Liability

Each Party shall remain responsible for acts or omissions of its own officers, employees, and agents. Nothing in this MOA waives any immunities or defenses available under Texas law.

9. Property, Maintenance & Repairs

1. JCSO remains the owner/primary custodian of the Range Facilities and is responsible for regular maintenance.
2. Requesting Agencies are responsible for damage caused by their use and shall reimburse JCSO for repair costs (reasonable documentation required).

10. Compliance with Laws & Policies

All activities under this MOA must comply with federal, state, and local law, and with JCSO policies and Range rules. This MOA does not authorize any Party to act outside the scope of its statutory authority. The Parties further acknowledge that interlocal agreements must be authorized by governing bodies as required by the Texas Government Code, Chapter 791.

11. Termination

1. Either Party may terminate this MOA for convenience upon [30] days written notice to the other Party.
2. Immediate termination may occur for safety violations, failure, or breach of material terms. Any such termination shall be provided in writing with reasons.

12. GENERAL PROVISIONS

This MOA represents the full understanding between the parties concerning the matters addressed herein. Any amendments must be made in writing and signed by authorized representatives of both counties.

IN WHEREOF, the undersigned parties have executed this Memorandum of Agreement

Nederland Police Department
 By: Roo Carrillo
 Signature: [Signature]
 Title: CHIEF OF POLICE
 Date: 1/20/26

Jefferson County Sheriff's Office
 By: _____
 Signature: _____
 Title: _____
 Date: _____

Nederland (Mayor/City Manager)
 By: [Signature]
 Signature: [Signature]
 Title: _____
 Date: _____

Jefferson County Judge
 By: [Signature]
 Signature: Jeff. R. Branick
 Title: County Judge
 Date: 4-8-2024



ATTEST [Signature]
 DATE 4/8/26