

**MINUTES OF VIDEOCONFERENCE MEETING NO. 2431
COMMISSIONERS OF
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

Place: 3400 Hwy 73
Port Arthur, Texas

Date: November 19, 2024

Present: Commissioners
Richard Beaumont
Lester Champagne
Matthew Vincent
Albert Moses, Jr.
James Gamble, Sr.
Allen Sims, Assistant Manager
Glenn Steele, Attorney for the District

Visitors: Toby Davis, DD7
Garrett Boudoin, DD7
Barron Cook, DD7
Kirby Johnson, DD7
Dean Depew, DD7
Terry Wade, DD7
Troy Bergeron, Enterprise Refined Products Company, LLC

The meeting was called to order at 2:00 p.m. by Chairman Beaumont after ascertaining that the Notice of Meeting had been posted in accordance with the law. Commissioner Moses gave the invocation.

Minutes of Meeting No. 2430

The Minutes of Meeting No. 2430 was approved as read.

Consider Resolution Authorizing Vote for Jefferson Central Appraisal District Board of Directors for the 2025, 2025 – 2027 Term of Office

Resolution No. 525 Authorizing Vote for Jefferson Central Appraisal District Board of Directors for the 2025, 2025-2027 Term of Office. Mr. Allen Sims stated that the ballot was presented at the last meeting and the vote was tabled. The District is entitled to 343 votes. The District may cast all of its votes for one nominee or distribute its votes among

them. Commissioner Vincent moved to place the District's 343 votes for Kenneth Marks. Commissioner Gamble seconded the motion. The motion carried.

Consider Resolution Authorizing General Manager to Execute First Amendment to Interlocal Agreement with Gulf Coast Protection District

Resolution No. 526 Authorizing General Manager to Execute First Amendment to Interlocal Agreement with Gulf Coast Protection District. Mr. Sims stated that the original Interlocal Agreement allowed the District access to Senate Bill 1 (SB1) funds. The First Amendment gives the District access to House Bill 1 (HB1) funds. The District's portion of the House Bill 1 funds is approximately \$193 million. The Gulf Coast Protection District previously approved the amendment at their board meeting on November 13, 2024. Commissioner Moses motioned to authorize the General Manager to Execute the First Amendment to the Interlocal Agreement with the Gulf Coast Protection District. Commissioner Champagne seconded the motion. The motion carried.

An adjustment was made to the motion to allow the Assistant Manager to execute the first amendment to the interlocal agreement with the Gulf Coast Protection District, as Mr. Allen Sims will not assume the role of General Manager until December. Commissioner Moses moved to authorize this change, and Commissioner Gamble seconded the motion. The motion carried.

Consider Resolution Authorizing Permanent Easement Agreement with Enterprise Refined Products Company, LLC

Resolution No. 527 Authorizing Permanent Easement Agreement with Enterprise Refined Products Company, LLC. Mr. Troy Bergeron, with Enterprise Refined Products Company, LLC, addressed the Board and described the project scope of work. Commissioner Vincent motioned to authorize a Permanent Easement Agreement with

Enterprise Refined Products Company, LLC. Commissioner Moses seconded the motion. The motion carried.

Sabine Pass to Galveston Bay Project Summary

Mr. Toby Davis stated that he attended the Gulf Coast Protection District meeting last week and gave an update on the project. General Land Office employees toured the District and the ongoing projects. The tour provided them with a clearer understanding of the project's scope, how the funds were being allocated, and the overall scale of the project.

Manager Reports

Mr. Allen Sims presented the financial statements prepared by FMW, P.C. for the period ending October 31, 2024, and gave a collateral securities report as of October 31, 2024.

Executive Session – Pursuant to Sections 551.071, Texas Government Code, Regarding Potential Litigation

At 2:13 p.m., the Commissioners entered an Executive Session regarding potential litigation.

At 2:31 p.m., the meeting returned to its regular session.

Consider and Take Action, if any, on Items Discussed in Executive Session

Commissioner Vincent motioned to authorize management to negotiate damages with Landowner due to potential negligence. Commissioner Champagne seconded the motion. The motion carried.

Permits

SeaRim Hotel, LLC proposed direct drainage discharges via (3) 24-Inch HDPE pipes into the District's Lateral C-5. Mr. Garrett Boudoin recommended approval subject

to the conditions contained within the permit with a permit fee of \$380.00. No bond is required. Commissioner Moses moved to approve the permit on Mr. Boudoin's recommendation. Commissioner Vincent seconded the motion. The motion carried.

Checks & Purchase Orders

Maintenance Fund

Ck. No. 25474 – Airgas USA, LLC
\$405.48 – Multiple Cylinder Rental

Ck. No. 25475 – Arcadis US, Inc.
\$43,705.50 – Sabine Pass to Galveston Bay Project -PAV03D – Alternate Gate Study

Ck. No. 25476 – Armor Shred
\$135.90 – Shred Bin Service

Ck. No. 25477 – Blue Cross Blue Shield of Texas
\$157.18 – Health Insurance Payment

Ck. No. 25478 – Brady Girouard
\$104.59 – Travel Reimbursement -Texas Aquatic Plant Management Society Conference

Ck. No. 25479 – Bryant James
\$26.43 – Travel Reimbursement -Texas Aquatic Plant Management Society Conference

Ck. No. 25480 – Environmental Tree Service
\$2,500.00 – Tree Removal -2112 Avenue H, Nederland, Texas

Ck. No. 25481 – Cintas Corp.
\$84.06 – Administration Office - Traffic Mat Service

Ck. No. 25482 – Deep South Crane & Rigging Co.
\$4,473.00 – Rigger Rental – PS 15 Cummins Install

Ck. No. 25483 – Duck's Dragline Service, Inc.
\$8,960.00 – Trackhoe Work

Ck. No. 25484 – Fidelity Exterminating Company
\$200.00 – Quarterly Pest Control – Administration Building

Ck. No. 25485 – FMW, P.C.
\$6,900.00 – 3 Months of Accounting Services

Ck. No. 25486 – Function 4 LLC
\$402.81 – Konica Copier Lease -November 2024

Ck. No. 25487 – Gannett Fleming, Inc.
\$8,437.01 – Engineering Services – Groves Detention Project

Ck. No. 25488 – GEI Consultants
\$15,234.00 – Sabine Pass to Galveston Bay Project – PAV03C – Zone 4 APAR Report

Ck. No. 25489 – GFL Plant Services, LP
\$5,954.11 – Rollbox & Holding Tank Rental – Multiple PS's

Ck. No. 25490 – GP Evans Contractors
\$13,229.85 – Seasonal Mowing Services

Ck. No. 25491 – Groves Equipment Rental Co., Inc.
\$2,700.00 – 15 Ton Crane Rental

Ck. No. 25492 – HERC Rentals Corporation
\$3,005.85 – Dump Truck Rental

Ck. No. 25493 – M & S Unlimited Services, Inc.
\$255.93 – Fab Shop Crane Repair

Ck. No. 25494 – Nerbert Frelow
\$4,560.00 – Dump Truck Services

Ck. No. 25495 – Phil Kelley
\$196.11 – Health Insurance Reimbursement

Ck. No. 25496 – Richard Beaumont
\$131.67 – Health Insurance Payment

Ck. No. 25497 – Sam & Tash Services, Inc.
\$1,569.62 – Janitorial Services - Administration Building

Ck. No. 25498 – Select Civil Services, LLC
\$384.00 – PS 19 Detention Area Bank Repair

Ck. No. 25499 – Sunbelt Rentals
\$461.40 – Demolition Hammer Rental

Ck. No. 25500 – Thorpe Plant Services, Inc.
\$168.04 – Scaffold Rental – PS 10

Ck. No. 25501 – Toby Davis

\$789.96 – TWCA Conference & USACE Meeting Travel Reimbursement

Ck. No. 25502 – W. Williams Refrigeration & AC

\$1,445.03 – Control Center AC Repairs

Ck. No. 25503 – Waukesha-Pearce Industries, Inc.

\$27,769.00 – Dozer & Excavator Rental

Ck. No. 25504 – Tiger Industrial Rentals, LLC

\$1,205.00 – 6" Vac Assist Pump Rental

Ck. No. 25508 – Tx Water Conservation Association

\$1,425.00 – 2025 Legislative News Subscription

GLO Fund

Ck. No. 5090 – LJA Environmental Services

\$28,889.68 – Sabine Pass to Galveston Bay Project

Commissioner Champagne moved that the checks from the Maintenance Fund account and the GLO Fund account be approved for payment. Commissioner Gamble seconded the motion. The motion carried.

Chairman Beaumont asked if there was any other business to come before the Board. There was none.

At 2:34 p.m., Commissioner Gamble moved that the meeting be adjourned. Commissioner Champagne seconded the motion. The motion carried.


Albert Moses, Jr., Secretary


Richard Beaumont, Chairman

**RESOLUTION NO. 525
AUTHORIZING VOTE FOR BOARD OF
DIRECTORS OF THE JEFFERSON CENTRAL APPRAISAL DISTRICT
FOR THE 2025 AND 2025-2027 TERM OF OFFICE**

STATE OF TEXAS

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COUNTY OF JEFFERSON

WHEREAS, Kenneth Marks is a resident Jefferson County, Texas; and

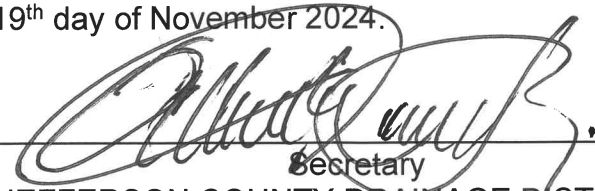
WHEREAS, Kenneth Marks is a nominee duly qualified to serve as a Member of the Board of Directors of the Jefferson Central Appraisal District; and

WHEREAS, according to the Jefferson Central Appraisal District Jefferson County Drainage District No. 7 is allocated 343 votes.

NOW, THEREFORE, BE IT RESOLVED, that Jefferson County Drainage District No. 7 casts its 343 votes for Kenneth Marks to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the 2025 and 2025-2027 Term of Office.

I, Albert Moses, Jr., Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2431 held on the 19th day of November 2024, upon motion made by Commissioner Vincent and seconded by Commissioner Gamble and adopted unanimously by said Board, a quorum being present.

Given under my hand this 19th day of November 2024.



Secretary
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

RESOLUTION NO. 526

**AUTHORIZING THE ASSISTANT MANAGER TO EXECUTE FIRST
AMENDED INTERLOCAL AGREEMENT
WITH GULF COAST PROTECTION DISTRICT**

WHEREAS, Jefferson County Drainage District No. 7 ("the District") entered into an Interlocal Agreement for the Jefferson County Element of the Sabine Pass to Galveston Bay Coastal Storm Risk Management Project (the "ILA") with the Gulf Coast Protection District ("the GCPD") on February 21, 2023, for funding of the non-federal cost share required for the project; and

WHEREAS, DD7 has previously entered into a Project Partnership Agreement ("PPA") with the U.S. Army Corps of Engineers (the "Government") for design, construction, operation, and maintenance of the Project, and has also entered into a Local Cooperation Agreement with the Texas General Land Office ("GLO") for funding of the non-federal cost share required for the Project; and

WHEREAS, the GCPD and the GLO have entered into a Local Cooperation Agreement to utilize state appropriations to fund a portion of the non-Federal share of the "construction costs" as defined in the PPA; and

WHEREAS, the GCPD desires DD7 to engage and participate with the Government on all non-Federal roles and responsibilities defined in the PPA, with said roles and responsibilities being more particularly described in the Amended Interlocal Agreement attached hereto; and

WHEREAS, DD7 wishes to authorize the Assistant Manager to execute the First Amended Interlocal Agreement on behalf of DD7.


NOW, THEREFORE, BE IT RESOLVED by the COMMISSIONERS OF
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT it is in the best interest of the District to enter into the First Amended
Interlocal Agreement with the GCPD; and

THAT the Assistant Manager of the District is authorized to execute and deliver
the First Amended ILA on behalf of the District, and the District is authorized to perform
its obligations under the Amended ILA.

I, Albert Moses, Jr., Secretary of the Board of Commissioners of Jefferson
County Drainage District No. 7, do hereby certify that the above is a true and correct
copy of a resolution adopted by the Board of Commissioners of Jefferson County
Drainage District No. 7, at their meeting No. 2431 held on the 19th day of November
2024, upon motion made by Commissioner Moses and seconded by Commissioner
Gamble and adopted unanimously by said Board, a quorum being present.

Given under my hand this 19th day of November 2024.



Secretary, Jefferson County Drainage District No. 7

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN GULF COAST PROTECTION DISTRICT
AND
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

This First Amendment (this "First Amendment") to the Interlocal Agreement Between the Gulf Coast Protection District ("GCPD") and Jefferson County Drainage District No. 7 ("DD7") is entered into and made effective as of November 13, 2024 (the "Effective Date"), by and between GCPD and DD7 (collectively referred to as the "Parties," and each individually referred to as a "Party").

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement, dated February 21, 2023 (the "Original Agreement");

WHEREAS, pursuant to the Original Agreement, the Parties agreed, among other things, to utilize funds available pursuant to Section 18.52 of Senate Bill 1, 87th Texas Legislature, Regular Session, 2021 ("SB 1"), upon request by the GCPD to GLO, to meet the Non-Federal cost sharing requirements applicable to S2G, and as defined in the PPA; and

WHEREAS, following execution of the Original Agreement, the GCPD and the GLO entered into that certain Local Cooperation Agreement (GLO Contract No. 22-047-000-D188), effective September 1, 2021, for the allocation of state appropriations provided under SB 1 (as amended from time to time, the "SB 1 LCA") to fund a portion of the non-Federal share of the "construction costs" as defined in the PPA;

WHEREAS, state appropriations provided under Article VI – Natural Resources, General Land Office and Veterans' Land Board, Section 22 (Gulf Coast Protection District (GCPD) of House Bill 1, 88th Texas Legislature, Regular Session, 2023, effective September 1, 2023 ("HB 1"), are available to GLO for partially funding the GCPD to meet the Non-Federal cost sharing requirements applicable to S2G, and as defined in the PPA, with additional state funding subject to Legislative appropriations, potential ad valorem tax receipts and other sources of income;

WHEREAS, the GCPD and the GLO have entered into that certain Local Cooperation Agreement (GLO Contract No. 24-109-000-E394), effective September 17, 2024, for the allocation of state appropriations provided under HB 1 (as amended from time to time, the "HB 1 LCA") to fund a portion of the non-Federal share of the "construction costs" as defined in the PPA;

WHEREAS, the Parties now wish to amend the Original Agreement to provide for additional terms and conditions related to funds allocated to the Project pursuant to the SB 1 LCA and the HB 1 LCA, as set forth in this First Amendment (together with the Original Agreement, the "Agreement"); and

NOW THEREFORE, in consideration of these premises and of the mutual promises, obligations, covenants, and benefits herein contained, the GCPD and DD7 each contract and agree as follows:

AGREEMENT

Section 1. The recitals set forth above are declared true and correct and are hereby incorporated as part of this First Amendment. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given them in the Original Agreement.

Section 2. **Subsection b, Section 1. (DD7's Responsibilities).** is hereby deleted in its entirety and replaced with the following:

"b. submit requests for reimbursement and/or advance payments for funds from SB 1 or HB 1, as applicable, to GCPD to fund payments for acquisition of real property interests, placement area improvements, and relocations; to perform in kind contributions approved by the Government; and to provide any additional funds requested by the Government to bring the Non-Federal share to 35 percent of total construction costs for the Project;"

Section 3. **Section 1. (DD7's Responsibilities).** is amended by adding new subsections g, h, and i as follows:

"g. use its best efforts to comply with standards imposed upon DD7 as a recipient of funds allocated by the SB 1 LCA and the HB 1 LCA, including, without limitation, standards related to travel expenditures;

h. upon request by the GCPD, take further actions or provide supporting documentation, in each case, for any purpose that GCPD may deem reasonably necessary, including, without limitation, to (x) support GCPD's request(s) to GLO for reimbursement or advance payment pursuant to the SB 1 LCA and the HB 1 LCA; (y) comply with GCPD's reporting and audit obligations under the SB 1 LCA and the HB 1 LCA; and (z) confirm proper and timely expenditure of funds allocated by the SB 1 LCA and the HB 1 LCA towards an authorized purpose; and

i. establish a separate account for funds received pursuant to the SB 1 LCA and the HB 1 LCA; provided, further that if such funds are received on a cash advance basis, then DD7 should ensure that all funding received is held in an interest-bearing account. Any interest earned by DD7 from such funding, when spent, must be spent on eligible expenses for which purpose such funding was advanced to DD7 pursuant to the SB 1 LCA or the HB 1 LCA. If feasible, any interest earned must be expended prior to, or in conjunction with, any advance requests submitted by DD7 to the GCPD pursuant to Section 1.b. of this Agreement and reported to the GCPD in the next expenditure report when expended."

Section 4. Section 2. (GCPD Responsibilities). is amended by deleting subsection a. in its entirety and replacing it with the following:

“a. submit requests for reimbursement and/or advance payments from funds from SB 1 or HB 1, as applicable, to the GLO for payments to DD7 for acquisition of real property interests, placement area improvements, and relocations; to perform design, construction, or any other in kind contributions approved by the Government; and to provide any additional funds to the Government required to bring the total Non-Federal share to 35 percent of construction costs for the Project as defined in the PPA, to the extent that such funds are available to the GLO for such purpose;”

Section 5. Except as specifically amended in this First Amendment, the Original Agreement shall remain in full force and effect in accordance with its original terms and conditions.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

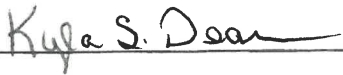
JEFFERSON COUNTY DRAINAGE
DISTRICT NO. 7

By: 
Allen Sims
General Manager

GULF COAST PROTECTION DISTRICT

By: 
Rachael N. Sunstrum
Executive Director

ATTEST:


Kyla S. Dean

ATTEST:


Darcy Butler

**RESOLUTION NO. 527
AUTHORIZING PERMANENT EASEMENT AGREEMENT WITH
ENTERPRISE REFINED PRODUCTS COMPANY, LLC**

STATE OF TEXAS

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COUNTY OF JEFFERSON

WHEREAS, Jefferson County Drainage District No. 7 (the "District") desires to enter into a Permanent Easement Agreement with Enterprise Refined Products Company, LLC including, but not limited to, future inspection, maintenance reconstruction, repair, replacement and/or removal of the pipeline and appurtenances. A copy of the proposed agreement is attached hereto; and

WHEREAS, the District wishes to authorize the District's Assistant Manager to execute the Permanent Easement Agreement on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT it is in the best interest of the District to enter into a Permanent Easement Agreement for Access to Easement with Enterprise Refined Products Company, LLC, and authorize its General Manager to execute on behalf of the District the attached instrument.

THAT the Assistant Manager be, and hereby is, authorized to take any and all action and is authorized to execute any and all instruments, documents, or filings in connection with the accomplishment of the transactions outlined in this resolution and to certify the adoption of such resolutions to such parties which such Assistant Manager deems necessary or appropriate.

resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2431 held on the 19th day of November 2024, upon motion made by Commissioner Vincent and seconded by Commissioner Moses and adopted unanimously by said Board, a quorum being present.

Given under my hand this 19th day of November 2024.



Secretary
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RECORDING MEMORANDUM

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That the undersigned, **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**, its successors and assigns (collectively referred to as the "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has entered into a Permanent Easement Agreement, herein referred to as the "Easement," with **Enterprise Refined Products Company LLC**, a Texas limited liability company with offices at 1100 Louisiana St, Ste. 1000, Houston, Texas 77002 and mailing address for all correspondence to P.O. Box 4324, Attn: Land Dept., Houston, Texas 77210-4324, and its successors and assigns, (such entity and its successors and assigns are collectively referred to as the "Grantee"), granting and conveying to Grantee those certain easements and rights which are more particularly described and depicted in the attached **Exhibits "A" and "B"** attached hereto and incorporated herein for all intents and purposes on, in, over, through, across, under and along land owned by the Grantor as described and depicted on the **Exhibits "A" and "B"** attached hereto.

This Recording Memorandum (the "Memorandum") may be executed in several counterparts, each of which shall be an original of this Memorandum but all of which, taken together, shall constitute one and the same Memorandum and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

All prospective assignees, mortgagees or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the Easement and the terms and provisions thereof and can contact the parties to determine the terms and provisions thereof.

The Easement contains other provisions that limit and restrict the rights of the parties in relation to their specific interests in and to the property covered by the Easement.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

EXECUTED and effective as of the _____ day of _____, 2024.

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

By:

Printed Name:

Title:

ACKNOWLEDGEMENT

STATE OF TEXAS §

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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____, of **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2024.

(SEAL)

Notary Public in and for the State of _____

(Print Name of Notary Public Here)

My Commission Expires: _____

Project: Valero EL Vista to NPA Connections
Tract #: TX-JF-0007.00000
Jefferson County, Texas

GRANTEE:

**ENTERPRISE REFINED PRODUCTS COMPANY
LLC, a Delaware limited liability company**

By: 

Printed Name: Thomas Ray Goolsby
Agent and Attorney-in-Fact


ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of November 2024, by Thomas Ray Goolsby, Agent and Attorney-in-Fact of Enterprise Refined Products Company LLC, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of November
2024.




Notary Public in and for the State of Texas

Troy David Bergeron
(Print Name of Notary Public Here)

PLEASE RETURN RECORDED ORIGINAL TO:

Enterprise Refined Products Company LLC

Attn: Land Dept.

P.O. Box 4324

Houston, Texas 77210-4324

EXHIBIT "A"
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

CENTERLINE DESCRIPTION OF A FIVE-(5)-FOOT-WIDE PERMANENT EASEMENT SITUATED IN THE BBB & C RR CO. SURVEY, A-86 IN JEFFERSON COUNTY, TEXAS AND OVER AND ACROSS LOT 5, BLOCK 11, RANGE "N" OF THE LANDS OF THE PORT ARTHUR LAND COMPANY AS RECORDED IN VOLUME 1, PAGE 22, OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS (M.R.J.C.T.) AND DESCRIBED IN DEED TO JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 AS RECORDED IN DOCUMENT NUMBER 8325252 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (O.P.R.J.C.T.), SAID FIVE-(5)- FOOT-WIDE PERMANENT EASEMENT BEING SITUATED TWO-AND-ONE-HALF-(2.5)-FEET EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING, being a point in the Southwest line of said Lot 5 [N: 13,912,499.78, E: 3,550,895.96], and the Northeast line of that 134.019 acre tract described in deed to TEPPCO Terminaling & Marketing Co., LLC recorded in Document Number 2010014722 of said O.P.R.J.C.T. from which a 1/2-inch iron rod found bears South 53°19'25" East, 2,093.14 feet;

THENCE across said Lot 5 the following bearing and distance:

North 36°05'12" West, 569.00 feet to a point in the Northwest line of said Lot 5 [N: 13,912,959.61, E: 3,550,560.81], and the Easterly Right-Of-Way line of a 40-foot-wide canal described in deed to the Jefferson County Drainage District No. 7 as recorded in Volume 1589, Page 454 of the Deed Records of Jefferson County, Texas (D.R.J.C.T.) for the **POINT OF TERMINATION**, from which a 1/2-inch iron rod found marking the Southwest corner of said Block 11, Range "O" of said Lands of the Port Arthur Land Company bears South 36°43'28" West, 2,703.98 feet;

Said Centerline having a total length of 569.00 feet (34.48 rods) and said Permanent Easement containing 0.065 of an acre of land (2,845 square feet).

TEMPORARY WORKSPACE

BEING various widths strips of land, parallel and coincident with and adjoining the above described five-(5)-foot wide Permanent Easement. Said strips of land shall extend the entire length of said Permanent Easement as shown on the attached plat containing 0.991 acres (43,179 square feet) of land, more or less.

ADDITIONAL TEMPORARY WORKSPACE

BEING an additional temporary workspace as shown on the attached plat containing 0.430 of an acre of land (18,725 square feet), more or less.

NOTES

- 1) Ownership and tract information shown herein is based on abstracting services provided by others. This description was prepared without a commitment for title insurance. Easements of record may exist and are not indicated herein. This description does not represent a boundary survey.
- 2) All coordinates, bearings, distances and areas are referenced to the Texas State Plane Coordinate System of 1983 (2011 Adjustment), South Central Zone (4204), U.S. survey feet, based on GPS observations made by Tablerock Survey, LLC.
- 3) Refer to the attached plat of this document, made this day in conjunction with and considered an integral part of this description.
- 4) Companion drawing is filed in the office of Tablerock Survey, LLC and further describes the reconstruction of this survey.



Tablerock Survey, LLC
2002 Timberloch Place, Suite 110
The Woodlands, TX., 77380
Phone: 832-415-3869
TBPELS Firm License No. 10194261



Date
Ryan G. Weber
Registered Professional Land Surveyor
State of Texas License No. 6929

EXHIBIT "B"

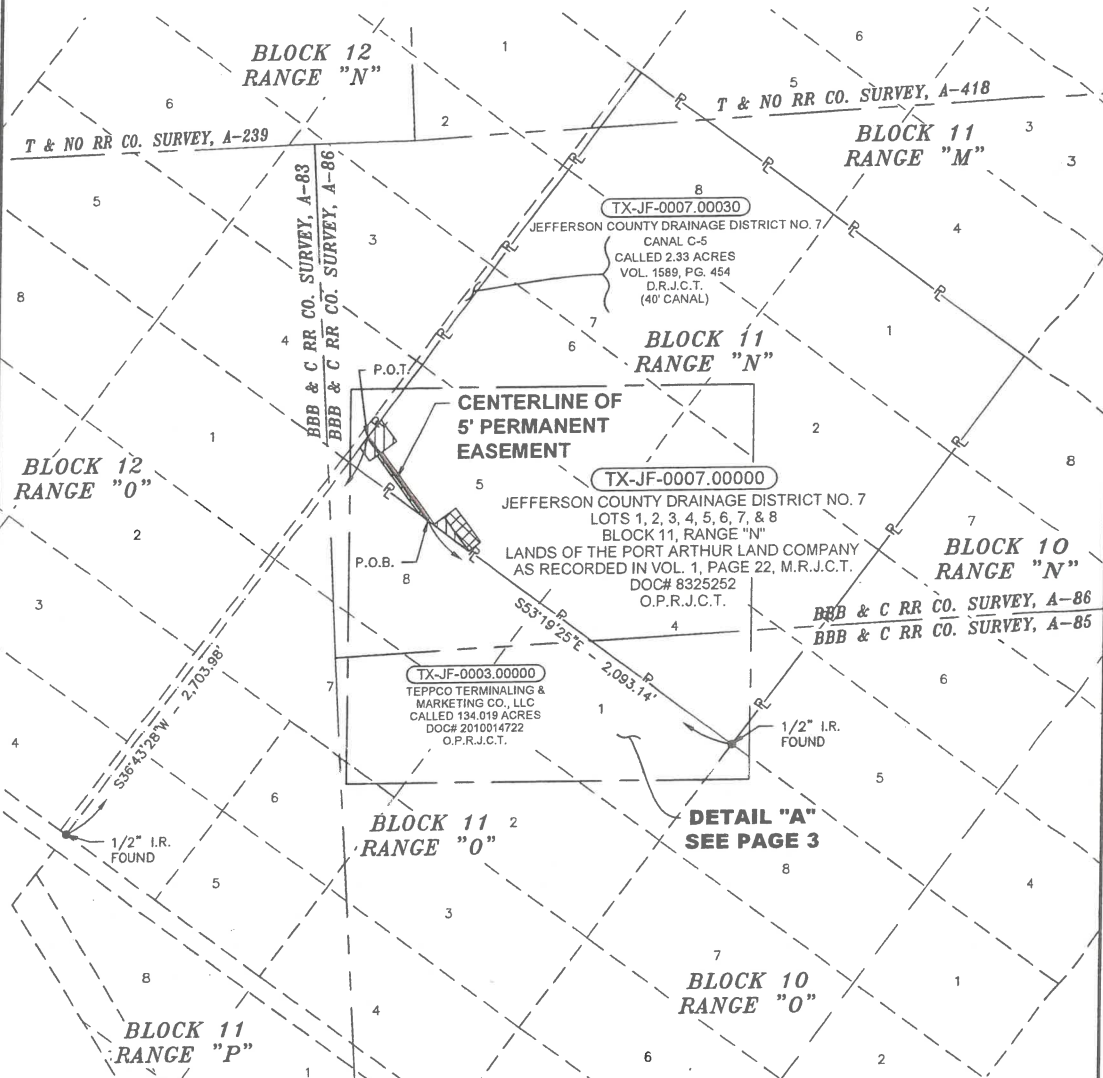
EASEMENT CENTERLINE LENGTH

569.00 FEET = 34.48 RODS

PERMANENT EASEMENT = 0.065 ACRES (2,845 SQUARE FEET)

TEMPORARY WORKSPACE = 0.991 ACRES (43,179 SQUARE FEET)

ADDITIONAL TEMPORARY WORKSPACE = 0.430 ACRES (18,725 SQUARE FEET)

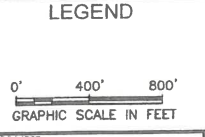


NO.	REVISIONS	BY	DATE
1	ISSUED FOR FINAL	G.CRENSHAW	06/05/24
2	UPDATED OWNERSHIP NAME FOR TX-JF-0003.00000	G.CRENSHAW	06/06/24
3	REVISED EASEMENT WIDTH AND TWS	G.CRENSHAW	09/27/24

- NOTES:**
- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY OTHERS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
 - ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), SOUTH CENTRAL ZONE (4204), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY TABLEROCK SURVEY, LLC.
 - FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
 - COMPANION DRAWING IS FILED IN THE OFFICE OF TABLEROCK SURVEY, LLC AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

LEGEND

	PERMANENT EASEMENT (P.E.)
	TEMPORARY WORKSPACE (T.W.S.)
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)



POINT OF BEGINNING	P.O.B.	CENTERLINE	—
POINT OF TERMINATION	P.O.T.	PROPERTY LINE	-R-
POINT OF REFERENCE	P.O.R.	SURVEY LINE	—S—
POINT OF EXIT	P.O.E.	ADJOINER PROPERTY	-A-
POINT OF RE-ENTRY	P.O.R.E.	EXISTING PIPELINE	-I-
RIGHT OF WAY	R.O.W.	FLY TIE
FOUND MONUMENT	○	IRON ROD	IR
POINT OF INTERSECTION	●	IRON PIPE	IP



Ryan G. Weber
 RYAN G. WEBER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS LICENSE NO. 6929
 DATE: 09/27/2024

TABLEROCK
 2002 TIMBERLOCK PL., STE. 110
 THE WOODLANDS, TX 77380
 OFFICE: 832-415-3869
 TBPELS FIRM NO. 10194261

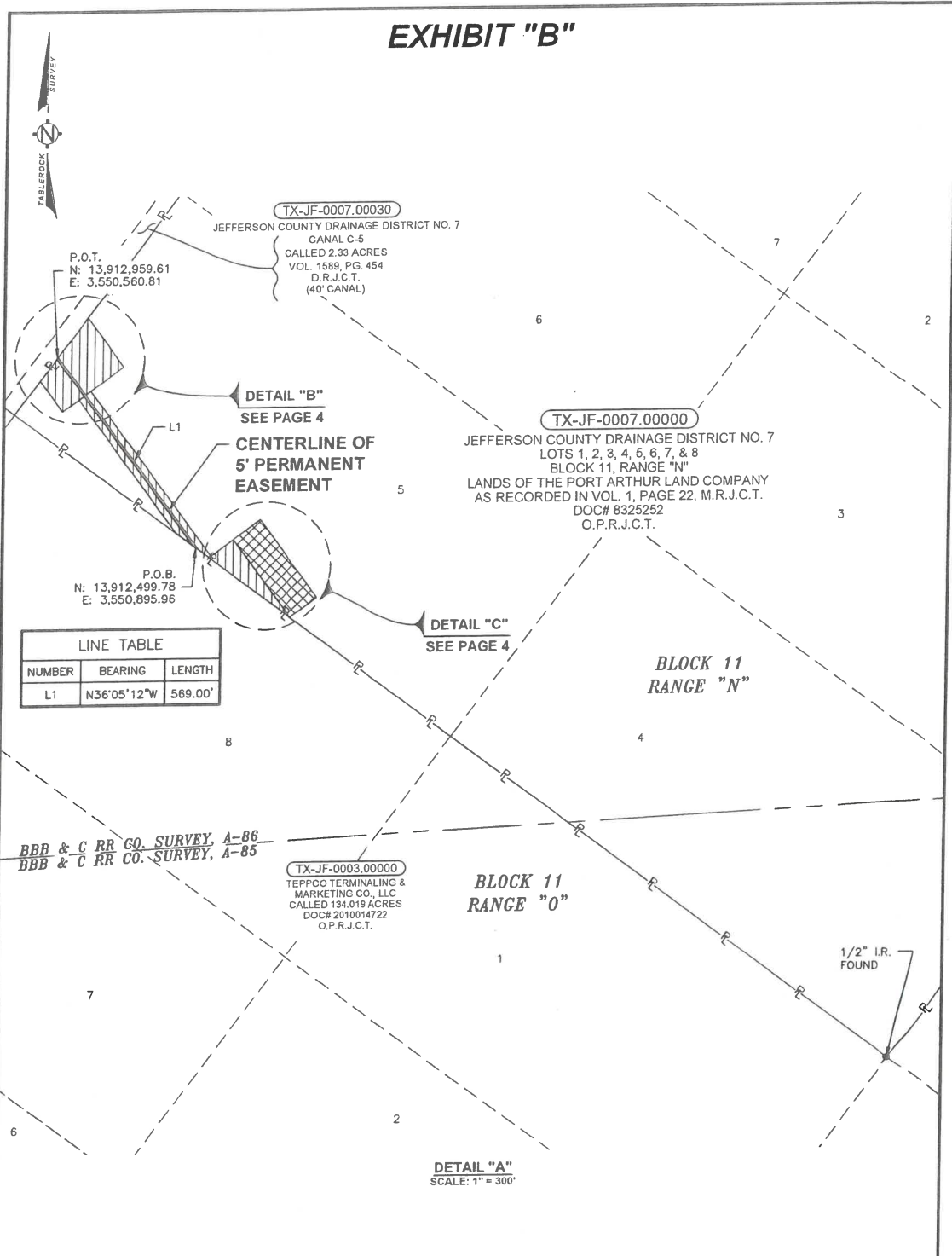
Enterprise Products

PROJECT: EL VISTA TO NORTH PORT ARTHUR
 DWN. BY: GJC DATE: 05/23/24
 CHK. BY: MV DATE: 06/05/24
 PAGE: 2 OF 4 REV: 2

TX-JF-0007.00000
 5' WIDE PERMANENT EASEMENT
 JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7
 JEFFERSON COUNTY, TEXAS

S:\2.0 Projects\Enterprise\GP2024-0329 Ent. El Vista to North Port Arthur\Tracts\TX-JF-0007.00000.Preliminary\DWG\TX-JF-0007.00000.dwg

EXHIBIT "B"



LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N36°05'12"W	569.00'

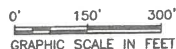
NOTES:

- OWNERSHIP AND TRACT INFORMATION SHOWN HEREON IS BASED ON ABSTRACTING SERVICES PROVIDED BY OTHERS. THIS PLAT WAS PREPARED WITHOUT A COMMITMENT FOR TITLE INSURANCE. EASEMENTS OF RECORD MAY EXIST AND ARE NOT SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
- ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), SOUTH CENTRAL ZONE (4204), U.S. SURVEY FEET BASED ON GPS OBSERVATIONS MADE BY TABLEROCK SURVEY, LLC.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE THIS DAY IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT OF EASEMENT.
- COMPANION DRAWING IS FILED IN THE OFFICE OF TABLEROCK SURVEY, LLC AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY.

NO.	REVISIONS	BY	DATE
1	ISSUED FOR FINAL	G.CRENSHAW	06/05/24
2	UPDATED OWNERSHIP NAME FOR TX-JF-0003.00000	G.CRENSHAW	06/06/24
3	REVISED EASEMENT WIDTH AND TWS	G.CRENSHAW	09/27/24

M.R.J.C.T.	MAP RECORDS JEFFERSON COUNTY, TEXAS
D.R.J.C.T.	DEED RECORDS JEFFERSON COUNTY, TEXAS
O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS JEFFERSON COUNTY, TEXAS
VOL. PG	VOLUME, PAGE
DOC #	DOCUMENT NUMBER
	PERMANENT EASEMENT (P.E.)
	TEMPORARY WORKSPACE (T.W.S.)
	ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND



POINT OF BEGINNING	P.O.B.	CENTERLINE	
POINT OF TERMINATION	P.O.T.	PROPERTY LINE	
POINT OF REFERENCE	P.O.R.	SURVEY LINE	
POINT OF EXIT	P.O.E.	ADJOINER PROPERTY	
POINT OF RE-ENTRY	P.O.R.E.	EXISTING PIPELINE	
RIGHT OF WAY	R.O.W.	FLY TIE	
FOUND MONUMENT	•	IRON ROD	IR
POINT OF INTERSECTION	o	IRON PIPE	IP

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TABLEROCK
2002 TIMBERLOCH PL., STE. 110
THE WOODLANDS, TX 77380
OFFICE: 832-415-3869
TBPFLS FIRM NO. 10194261

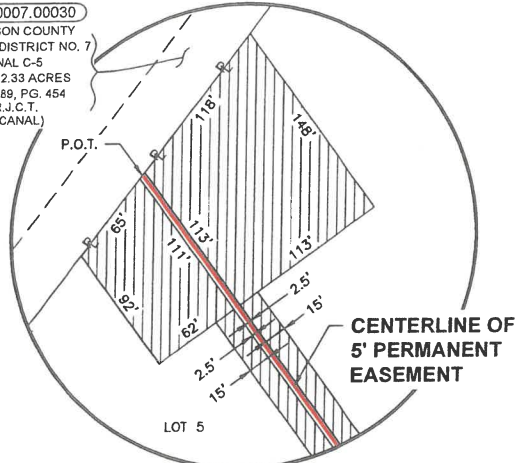


PROJECT: EL VISTA TO NORTH PORT ARTHUR	
DWN. BY: GJC	DATE: 05/23/24
CHK. BY: MV	DATE: 06/05/24
PAGE: 3 OF 4	REV: 2

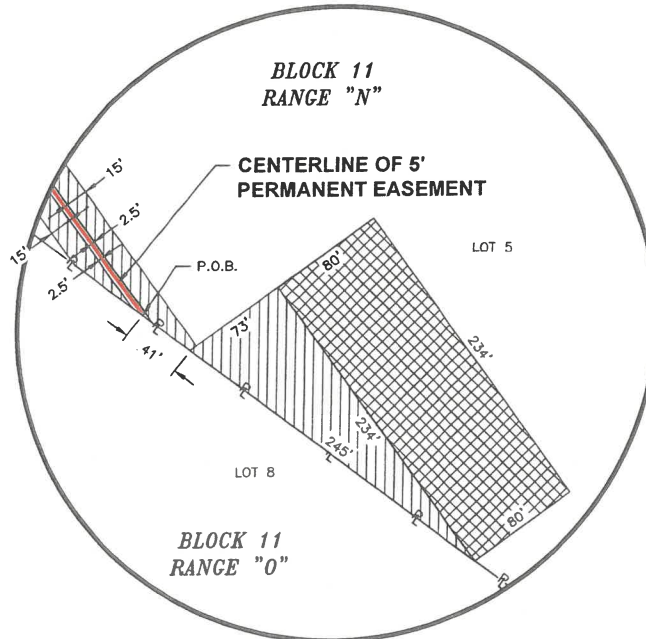
TX-JF-0007.00000
5' WIDE PERMANENT EASEMENT
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7
JEFFERSON COUNTY, TEXAS

EXHIBIT "B"

TX-JF-0007.00030
 JEFFERSON COUNTY
 DRAINAGE DISTRICT NO. 7
 CANAL C-5
 CALLED 2.33 ACRES
 VOL. 1588, PG. 454
 D.R.J.C.T.
 (40' CANAL)



DETAIL "B"
 NOT TO SCALE



DETAIL "C"
 NOT TO SCALE

NOTES:

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 VOL. PG VOLUME, PAGE
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PERMANENT EASEMENT (P.E.)
 TEMPORARY WORKSPACE (T.W.S.)
 ADDITIONAL TEMPORARY WORKSPACE (A.T.W.S.)

LEGEND

POINT OF BEGINNING P.O.B. CENTERLINE ———
 POINT OF TERMINATION P.O.T. PROPERTY LINE —R—
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 POINT OF EXIT P.O.E. ADJOINER PROPERTY ———
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 RIGHT OF WAY R.O.W. FLY TIE
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S:\2.0 Projects\Enterprises\GCP2024-0329 Ent. El Vista to North Port Arthur\Tracts\TX-JF-0007.00000\Preliminary\DWG\TX-JF-0007.00000.dwg