

All correspondence in connection
with this contract should include
reference to N62467-85-RP-00073

ROLL 978 WAGE 1959

GRANT OF EASEMENT

427944

THIS INDENTURE, made the 1st day of April 1985, between the UNITED STATES OF AMERICA, hereinafter called the "Government", acting through the Department of the Navy, and the CITY OF CORPUS CHRISTI, TEXAS, hereinafter called the Grantee.

WHEREAS, the Government owns that certain real property identified as the Naval Auxiliary Landing Field Cabaniss, Naval Air Station, Corpus Christi, Texas hereinafter called the Station; and

WHEREAS, the Grantee has requested an easement for the construction, installation, operation, maintenance, repair, and replacement of a drainage ditch on, in, over and under that portion of the Station hereinafter described; and

WHEREAS, the Secretary of the Navy has found that the grant of such easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this indenture witnesseth that on consideration of Four Thousand Seven Hundred Twenty Five (\$4,725.00) dollars paid by the Grantee to the Government, the Government hereby grants unto the said CITY OF CORPUS CHRISTI, TEXAS, and its successors and assigns, for a period of fifty (50) years from the date hereof, an easement, for the construction, installation, operation, maintenance, repair and replacement of a drainage ditch, such easement being on, in, over, under that portion of the Station hereinafter called the Premises, and described on Exhibit "A" attached hereto and made a part hereof.

All as shown on drawing marked Exhibit "B", attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair, and replacement of the drainage ditch shall be done without cost or expense to the Government, and in accordance with plans previously approved by the Commanding Officer of the Southern Division, Naval Facilities Engineering Command.

2. Prior to each entry upon the Station by the Grantee, its officers, employees, agents, others acting in behalf of the Grantee, or equipment belonging thereto, for the purpose of performing any of the work covered by this Grant of Easement, the permission of the Commanding Officer, Naval Air Station, Corpus Christi, Texas shall be obtained and arrangements made for the coordination of such work with other scheduled activities at the Station.

3. The Grantee is required to coordinate all construction and any digging requirements in the area of Easement NF(R)-25713 granted to Southwestern Bell Telephone Company.

4. The Grantee shall maintain the Premises and the drainage ditch in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the drainage ditch.

5. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

POI: 978 WAGE 1961

6. Upon termination of this easement, the Grantee, at its expense shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer of the Southern Division, Naval Facilities Engineering Command.

7. If at any future time, the Government determines that the drainage ditch or any portion thereof, unduly interferes with any of its activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED THAT, unless the Government shall have determined that relocation is not feasible, it shall convey to the Grantee, without charge, a substitute easement permitting the Grantee to relocate Government property, at the Grantee's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date, if any.

8. All or any part of this easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

9. The Government may use the Premises of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this easement.

10. Any construction within the clear zone of runway 31 must adhere to the guidelines in NAVFAC P-80.3. No open ditches will be allowed within the clear zone area of this easement.

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IN WITNESS WHEREOF, the Government, acting through the Department of the Navy, has caused this instrument to be executed the day and year written first above.

WITNESS:

UNITED STATES OF AMERICA

Magdalen J. Lawer
Shirley Washington
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

By: W. M. M.
Contracting Officer

Personally appeared before me Magdalen J. Lawer, who being duly sworn, says that she saw the within named William D. Brown sign and seal the foregoing Grant of Easement, in behalf of the United States of America, and that she, with Shirley Washington, witnessed the execution thereof.

Nancy Walter Johnson

Sworn to before me this 1st day of April 1985,
at Charleston, SC Notary Public for the State of South Carolina.

Nancy Walter Johnson
My commission expires 5/31/86

"Grant of Easement"
UNITED STATES OF AMERICA "Grant of Easement"
75'/Lots 7,8, Sec. 12, Bohemian Colony Lands &
(Cabaniss Field)

ROLL 978 WALK 1963

FIELD NOTES for a drainage easement having a variable width of 20.00 feet, 30.00 feet and 75.00 feet and situated on Cabaniss Field and being out of Lots 7, 8, Section 12, Bohemian Colony Lands, a map of which is recorded in Volume A, Page 48, Map Records of Nueces County, Texas:

BEGINNING at the point of intersection of the Southwest boundary line of Saratoga Boulevard (State Highway No. 357) and the common boundary line of Lot 1 and Lot 8, said Section 12 for the East corner of Cabaniss Field and the East corner of this drainage easement from which corner a point on the centerline right-of-way line of Saratoga Boulevard being the common corner of Lot 4 and Lot 5, Section 9 and Lot 1, Lot 8, Section 12 bears North 29°00'00" East 60.00 feet;

THENCE leaving Saratoga Boulevard, South 29°00'00" West, along the common boundary line of Lot 1 and Lot 8, Section 12, at 1260.00 feet pass the common corner of Lots 1, 2, 7, 8, Section 12 and continuing South 29°00'00" West, along the common boundary line of said Lot 2 and Lot 7, in all a total distance of 1477.50 feet to the East corner of that certain 60.00 foot wide drainage easement described in a deed conveyance between the United States of America and Nueces County dated September 19, 1972 and recorded in Volume 1444, Pages 553-555, deed records of Nueces County, Texas for a corner of this drainage easement;

THENCE leaving said common boundary line, North 61°30'45" West, along the upper Northeast line of said existing drainage easement, 60.00 feet for the upper North corner of said existing easement and an inside corner of this easement;

THENCE South 29°00'00" West, along the Northwest line of said existing drainage easement, parallel with the Southeast line of said Lot 7, Section 12 thereof and 60.00 feet distant therefrom, measured at right angles thereto, 957.90 feet to a point for a corner of said existing 60.00 foot wide drainage easement and the South corner of this easement;

THENCE North 67°19'10" West, along the lower Northeast line of said existing 60' drainage easement, 1279.90 feet to a point on the East line of a 250.00 foot wide City of Corpus Christi drainage easement for the lower North corner of said existing 60.00 foot wide drainage easement and the lower West corner of this easement;

THENCE North 07°15'30" West, along the East line of said 250.00 foot wide drainage easement, 23.08 feet for upper West corner of this easement;

THENCE leaving said existing drainage easement, South 67°19'10" East, parallel with the lower Northeast line of the existing 60.00 foot wide drainage easement described in said Volume 1444, Pages 553-555 thereof and 20.00 feet distant therefrom, measured at right angles thereto, 1263.45 feet for a corner of this easement;

THENCE North 29°00'00" East, parallel with said existing Northwest line of the 60.00 foot wide drainage easement thereof and 30.00 feet distant therefrom, measured at right angles thereto, 940.83 feet for a corner of this easement;

THENCE South 61°30'45" East 15.00 feet for an inside corner of this easement from which corner the aforementioned upper North corner of said existing 60.00 foot wide drainage easement bears South 61°30'45" East 15.00 feet;

THENCE North 29°00'00" East, parallel with the aforementioned common boundary line of said Lot 2 and Lot 7, Section 12 thereof and 75.00 feet distant therefrom, measured at right angles thereto, at 217.50 feet pass the common boundary line of said Lot 7 and Lot 8, Section 12, and continuing North 29°00'00" East, parallel with the aforementioned common boundary line of said Lot 2 and Lot 7, Section 12 thereof and 75.00 feet distant therefrom, measured at right angles thereto, in all a total distance of 1477.50 feet to a point on the aforementioned Southwest boundary line of Saratoga Boulevard for the North corner of this easement;

THENCE South 61°30'45" East, along the Southwest line of Saratoga Boulevard, parallel with the centerline right-of-way line thereof and 60.00 feet distant therefrom, measured at right angles thereto, 75.00 feet to the POINT OF BEGINNING containing 2.78 acres (164,724 square feet) of land.

"Grant of Easement"

UNITED STATES OF AMERICA "Grant of Easement"
(Cabaniss Field) 75'/Lots 7,8,Sec. 12, Bohemian Colony Lands

Friedrichshagen

[illegible]

Note: This DOWNLAGE EXEMPT COMPANY,
378 Ackerly (1944, 744 sq. ft.) of LAND.

CABANES
FIELD

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UNITED STATES

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PLACE

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ASSESSMENT OF AL

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RECORDER 3 MEMORANDUM
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recordation

"Grant of Easement"

UNITED STATES OF AMERICA Grant of Easement
(Cabaniss Field) (75' / Lots 7,8, Sec. 12, Bohemian Colony Lands

6

EXHIBIT 3-

FILE 978 W/11965

427944

FILED FOR RECORD

APR 17 1 16 PM '85

UNIT FILED IN DEEDS COUNTY TX

VER-6

K.P. 1

1500
MAIL TO:
CITY OF CORPUS CHRISTI
PROPERTY AND LAND ACQUISITION
1801 N. Chaparral
Corpus Christi, Texas 78401

STATE OF TEXAS }
COUNTY OF NUECES }

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED in the Volume and Page of the named RECORDS
of Nueces County, Texas, as stamped hereon by me, on

APR 17 1985



Marion Haltinger
COUNTY CLERK
NUECES COUNTY, TEXAS

DEED RECORDS

V. 1960 15

