

Ordinance abandoning and vacating of an existing blanket easement, located at Lokey Subdivision, Block 16D, Lot 5 that was recorded at Nueces County Deed Records Vol. 269 pages 249-250 and located north of Wooldridge Drive, and east of the South Staples Street public street right-of-way; and requiring the owner of the lot, Brimhall Enterprises, Inc., to comply with the specified conditions.

WHEREAS, Brimhall Enterprises, Inc., (Owner) is requesting the abandonment and vacation of an existing blanket easement, located at Lokey Subdivision, Block 16D, Lot 5, recorded at Nueces County Deed Records under Vol. 269 pages 249-250 and located north of Wooldridge Drive, and east of the South Staples Street public street right-of-way, in order to provide for redevelopment over the existing easement area. The easement to be abandoned and vacated is located in a "CG-2" General Commercial District.

WHEREAS, it has been determined that it is feasible and advantageous to the City of Corpus Christi to abandon and vacate said pipeline easement, subject to compliance by the Owners with the conditions specified in this ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. That the existing blanket easement located at Lokey Subdivision, Block 16D, Lot 5, as recorded in Vol. 269 pages 249-250 of the Deed Records of Nueces County, Texas, located north of Wooldridge Drive and east of the South Staples Street public right-of-way, is abandoned and vacated, subject to compliance with the conditions specified in Section 2 below.

SECTION 2. The abandonment and vacation of the blanket easement described in Section 1 of this ordinance is expressly conditioned upon the Owners' compliance with the following requirements:

- a. Upon approval by the City Council and issuance of the ordinance, all grants of easement closure and specified conditions must be recorded at the Owners' expense in the Official Deed and Map Records of Nueces County, Texas, in which the affected property is located, with a copy of the recording provided to the City.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 20____, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Michael Hunter	_____	Mark Scott	_____
Chad Magill	_____	Carolyn Vaughn	_____
Colleen McIntyre	_____		

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 20____, by the following vote:

Nelda Martinez	_____	Brian Rosas	_____
Rudy Garza	_____	Lucy Rubio	_____
Michael Hunter	_____	Mark Scott	_____
Chad Magill	_____	Carolyn Vaughn	_____
Colleen McIntyre	_____		

PASSED AND APPROVED this the _____ day of _____, 20_____.

ATTEST:

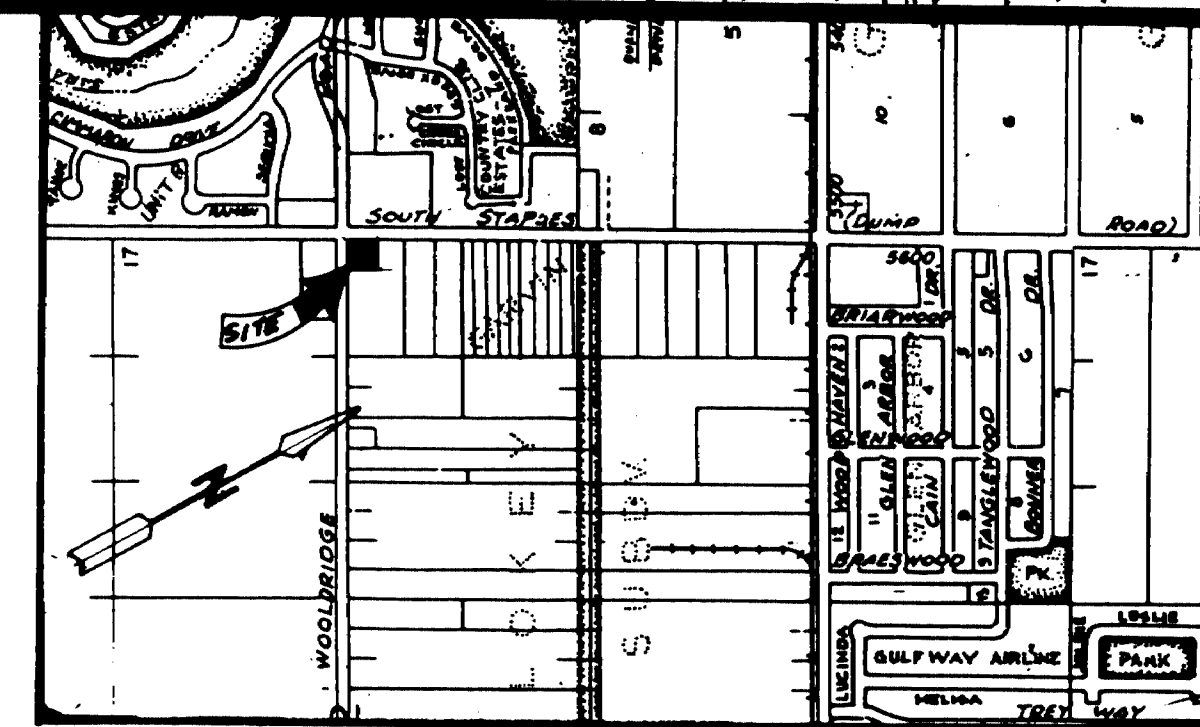
Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

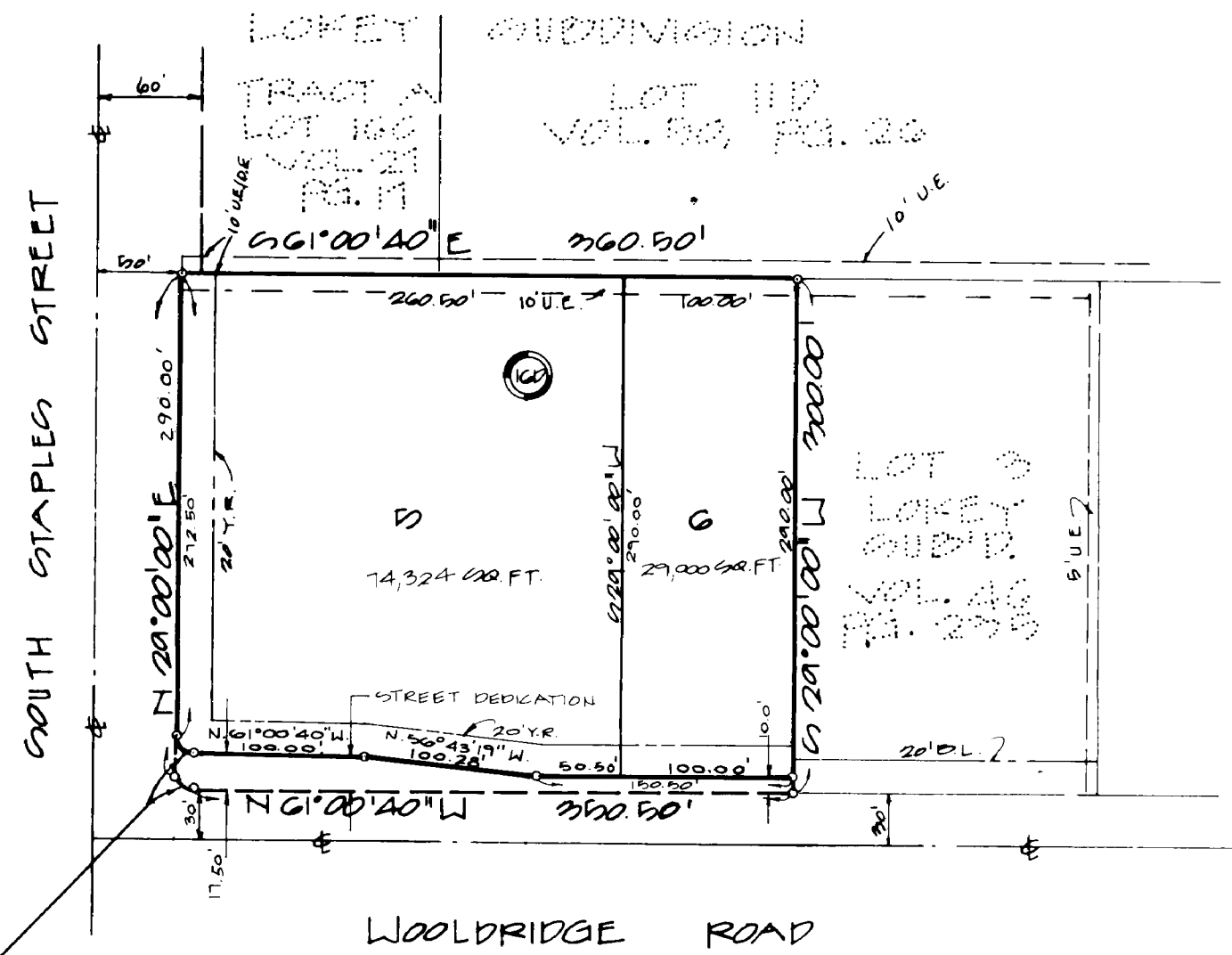
Exhibit A

PLAT OF LOKEY SUBDIVISION BLOCK 16D, LOTS 5 & 6

BEING A REPLAT OF LOT 2, BLOCK 16D, LOKEY SUBDIVISION, A MAP OF WHICH IS RECORDED IN VOLUME 46, PAGE 235, MAP RECORDS OF NUECES COUNTY, TEXAS.

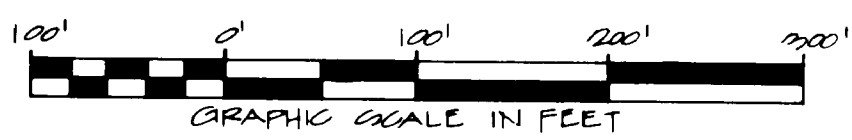


LOCATION MAP
NO SCALE



$\Delta = 90^{\circ}00'40''$
 $R = 10.00'$
 $T = 10.00'$
 $L = 15.71'$

- NOTES:
- 1) 9/8" IRON RODS AT ALL LOT CORNERS.
 - 2) TOTAL PLATTED AREA EQUALS 2.48 ACRES OF LAND (INCLUDES STREET DEDICATION)

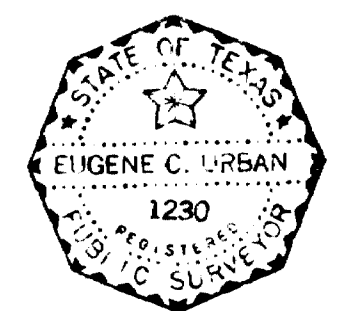


STATE OF TEXAS
COUNTY OF NUECES

I, EUGENE C. URBAN, REGISTERED PUBLIC SURVEYOR FOR URBAN ENGINEERING, HEREBY CERTIFY THAT THE FOREGOING MAP WAS PREPARED FROM SURVEYS MADE ON THE GROUND UNDER MY DIRECTION AND IS TRUE AND CORRECT; THAT I HAVE BEEN ENGAGED UNDER CONTRACT TO SET ALL LOT AND BLOCK CORNERS AS SHOWN HEREON AND TO COMPLETE SUCH OPERATIONS WITHOUT DELAY.

THIS THE 20 DAY OF April, 1988

Eugene C. Urban
EUGENE C. URBAN, R.P.S.
TEXAS LICENSE NO. 1230



STATE OF TEXAS
COUNTY OF NUECES

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY VICTOR S. MEDINA, P.E., CITY ENGINEER OF THE CITY OF CORPUS CHRISTI, TEXAS.

THIS THE 6 DAY OF MAY, 1988

Victor S. Medina
VICTOR S. MEDINA, P.E., CITY ENGINEER

STATE OF TEXAS
COUNTY OF NUECES

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CORPUS CHRISTI, TEXAS; PROVIDED, HOWEVER, THIS APPROVAL SHALL BE INVALID AND NULL UNLESS THIS PLAT BE FILED WITH THE COUNTY CLERK WITHIN SIX (6) MONTHS HEREAFTER.

THIS THE 16 DAY OF March, 1988

Mic Raasch
MIC RAASCH, SECRETARY

Joe L. Garcia
JOE L. GARCIA, CHAIRMAN
88-021

STATE OF TEXAS
COUNTY OF NUECES

I, MARION UEHLINGER, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE 29 DAY OF APRIL, 1988, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE 10 DAY OF MAY, 1988 AT 3:44 O'CLOCK P. M., AND DULY RECORDED THE 11 DAY OF MAY, 1988, AT 11:05 O'CLOCK A. M., IN SAID COUNTY IN VOLUME 53, PAGE 149, MAP RECORDS.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT, IN AND FOR SAID COUNTY, AT OFFICE IN CORPUS CHRISTI, TEXAS, THE DAY AND YEAR LAST WRITTEN.

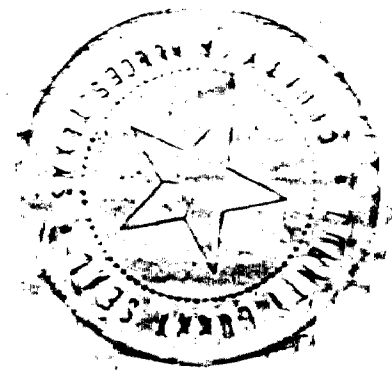
NO. 611217 MARION UEHLINGER
FILED FOR RECORD MARION UEHLINGER, COUNTY CLERK
NUECES COUNTY, TEXAS

AT 3:44 O'CLOCK P.M.
MAY 10, 1988 BY LeAnn R. McCain
DEPUTY LeAnn R. McCain

MARION UEHLINGER
CLERK COUNTY COURT
NUECES COUNTY, TEXAS



DATE: 2-26-88
SCALE: 1" = 100'
BY LeAnn R. McCain
DEPUTY LeAnn R. McCain JOD NO. 27910-0000



STATE OF TEXAS
COUNTY OF NUECES

WE, MARY ELIZABETH TRAVELAND, SANDRA KAY DUNNING, CAROLYN ANN TRAMMELL AND JAMES BAILEY WRIGHT, JR., HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND EMPRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT; THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN; THAT STREETS AS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER; THAT EASEMENTS SHOWN ARE DEDICATED TO THE PUBLIC USE FOR THE INSTALLATION, OPERATION, AND USE OF PUBLIC UTILITIES; AND THAT THIS MAP WAS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS THE 29 DAY OF April, 1988

Mary Elizabeth Traveland
MARY ELIZABETH TRAVELAND

Sandra Kay Dunning
SANDRA KAY DUNNING

Carolyn Ann Trammell
CAROLYN ANN TRAMMELL

James Bailey Wright, Jr.
JAMES BAILEY WRIGHT, JR.

STATE OF TEXAS
COUNTY OF NUECES

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MARY ELIZABETH TRAVELAND.
THIS THE 29 DAY OF April, 1988

Betty Fay Ivy
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
BETTY FAY IVY

STATE OF TEXAS
COUNTY OF NUECES

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY SANDRA KAY DUNNING.
THIS THE 29 DAY OF April, 1988

Betty Fay Ivy
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
BETTY FAY IVY

STATE OF TEXAS
COUNTY OF NUECES

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY CAROLYN ANN TRAMMELL.
THIS THE 2nd DAY OF May, 1988

J. D. Rhodes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
J. D. RHODES

STATE OF TEXAS
COUNTY OF NUECES

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES BAILEY WRIGHT, JR.
THIS THE 2nd DAY OF May, 1988

J. D. Rhodes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
J. D. RHODES

Recorder's Memorandum
ERROR in Acknowledgement

RECORDER'S MEMORANDUM
NOTARIES' SEAL IS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

STATE OF TEXAS
COUNTY OF NUECES

CITIZENS BANK OF CORPUS CHRISTI, A TEXAS BANKING CORPORATION, HEREBY CERTIFIES THAT IT HOLDS A LIEN ON THE PROPERTY SHOWN ON THE FOREGOING MAP OWNED BY MARY ELIZABETH TRAVELAND, SANDRA KAY DUNNING, CAROLYN ANN TRAMMELL AND JAMES BAILEY WRIGHT, JR. AND IT APPROVES OF THE RESUBDIVISION FOR THE PURPOSES THEREIN EXPRESSED.

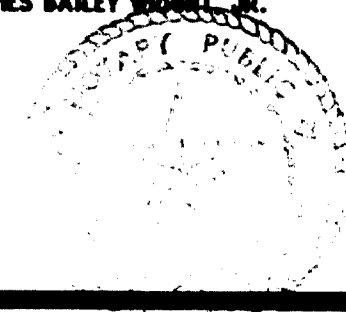
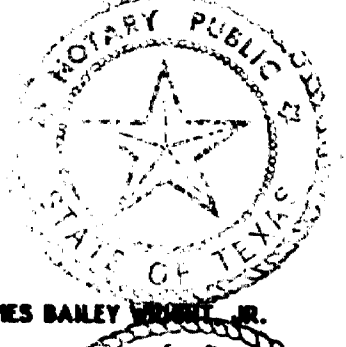
CITIZENS BANK OF CORPUS CHRISTI
Phillip Brickley
PHILLIP BRICKLEY, VICE-PRESIDENT

STATE OF TEXAS
COUNTY OF NUECES

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PHILLIP BRICKLEY, VICE-PRESIDENT OF CITIZENS BANK OF CORPUS CHRISTI, IN BEHALF OF SAID CORPORATION.

THIS THE 2 DAY OF May, 1988

Linda Riggs
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
LINDA RIGGS



filmed

the terms hereof shall be binding upon all Parties hereto, and/or their heirs, administrators, successors or assigns. The acceptance hereof by Second Party shall be sufficient evidence of the agreement by Second Party with all of the terms and provisions hereof. Witness our hands, this the 11 day of February A.D. 1941.

Lorena Kirk,

FORM APPROVED G.D.N.

FIRST PARTY

STATE OF TEXAS

NUECES COUNTY } BEFORE ME, the undersigned authority, on this day personally appeared Lorena Kirk known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office, this the 11 day of Feb. A.D. 1941.

F.H. de Cordova, Notary Public,

(Nueces Co., Tex. L.S.)

Nueces County, Texas.

ENDORSED: PIPE-LINE RIGHT-OF-WAY FILED FOR RECORD AT 8:00 o'clock A.M. Apr 19 1941 MRS. HENRY E. GOUGER Clerk, County Court, Nueces County, Texas By R.C. Ward Deputy.

RECORDED: THIS THE 29th day of Apr A.D. 1941 At 2:45 o'clock P.M. Vol. 269 Pages 248-249 MRS. HENRY E. GOUGER COUNTY CLERK. BY *Wm. O'Brien* DEPUTY.

NO. 162144.

PI-FIELD

STATE OF TEXAS

NUECES COUNTY } THIS MEMORANDUM OF AN AGREEMENT made and entered into by and between Mrs Carl Haltom, a widow of Nueces County, Texas, hereinafter, whether one or more, known as First Party, and Houston Natural Gas Corporation, a Texas Corporation with its domicile at Houston, Texas, hereinafter known as Second Party, WITNESSETH: (1) First Party, for and in consideration of the payment to it by Second Party of the Sum of One Dollar (1.00) the receipt of which is hereby acknowledged and confessed, and for the other and further considerations, conditions and reservations hereinafter mentioned, does hereby grant, sell and convey unto Second Party a right-of-way to lay, construct, maintain, operate, repair, and remove, a Pipe Line for the transportation of gas, mineral solutions and other similar commodities, at a location and on a route to be selected by Second Party, over, through and upon the following tracts or parcels of land, situated in Nueces County, Texas, to-wit: Lots A and B block one (1) and lot D block sixteen (16) of the Lokey Subdivision, as shown on the plat of record in the map records of Nueces County, Texas, Being a resubdivision of lots one (1) to five (5) and lots twelve (12) to sixteen (16) Section twelve (12) Flour Bluff and Encinal Farm and Garden Tracts, Also all reasonable right of ingress and egress at all reasonable times for the purpose of the use and enjoyment of the rights herein granted. TO HAVE AND TO HOLD the said easement and/or right-of-way, unto the said Second Party, its successors and assigns, so long as the same shall be used for the purpose for which granted, but subject to the terms and provisions hereof. It is agreed and stipulated that Second Party shall be liable to First Party for all damages by reason of any injury or injuries to the growing crops or other property of First Party on or about said land, the liability for such damages and the amount of such damages, in the event of disagreement between First Party and Second Party, to be determined by a Board of Arbitration, consisting of three (3) persons, one of whom shall be selected by First Party, and one of whom shall be selected by Second Party, and the two (2) persons thus selected shall select the third person. A decision of such Board of Arbitration, or a majority thereof, given in writing, shall be final and binding upon the Parties hereto, ⁽²⁾ mineral solutions and other similar commodities. All of such pipe lines shall be buried and kept buried so that the top of same shall be below plow depth. (3) The rights hereby

granted to Second Party by First Party shall, upon demand in writing by First Party, revert to First Party if Second Party shall, for a period of two (2) years, voluntarily cease to use all such pipe lines; provided Second Party shall have six (6) months after the receipt of such demand in writing within which either to resume operations or remove said pipeline or pipe lines. (4) First Party warrants that he is the owner in fee simple of said property or has the right and authority to enter into this agreement. Second party may change the size of its pipes and/or lines laid hereunder as and when it sees fit, and the resulting damage, if any, shall be determined and paid First Party by Second Party in accordance with Section (1) above. (5) This Agreement and all the terms hereof shall be binding upon all Parties hereto, and/or their heirs, administrators, successors or assigns. The acceptance hereof by Second Party shall be sufficient evidence of the agreement by Second Party with all of the terms and provisions hereof. Witness our hands, this the 10 day of February, A.D. 1941.

Mrs. Carl Haltom,
FIRST PARTY

FORM APPROVED G.D. N.

STATE OF TEXAS

NUECES COUNTY. (BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Carl Haltom known to me to be the person whose name is subscribed to the foregoing instrument, of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this the 10 day of Feb A.D. 1941.

F.E. de Cordova, Notary Public,
Nueces County, Texas.

(Nueces Co., Tex. L.S.)

ENDORSED: PIPE LINE RIGHT-OF-WAY FILED FOR RECORD AT 8:00 o'clock A.M. Apr 19 1941 MRS. HENRY E. GOUGER Clerk, County Court, Nueces County, Texas By R.C. Ward Deputy.

RECORDED: THIS THE 29th day of Apr A.D. 1941 At 3:10 o'clock P.M. At Vol. 268 Pages 249-250 MRS. HENRY E. GOUGER COUNTY CLERK. BY *Nora P. Ward* DEPUTY.

NO. 162145

Job #02-1437-74

STATE OF ILLINOIS

COOK COUNTY (THIS MEMORANDUM OF AN AGREEMENT made and entered into by and between Chesser W. Howe of Cook County, Illinois, hereinafter, whether one or more, known as First Party, and Houston Natural Gas Corporation, a Texas Corporation with its domicile at Houston Texas, hereinafter known as Second Party, WITNESSETH: (1) First Party, for and in consideration of the payment to it by Second Party of the sum of One (1.00) Dollar, the receipt of which is hereby acknowledged and confessed, and for the other and further considerations, conditions and reservations hereinafter mentioned, does hereby grant, sell and convey unto Second Party a right-of-way to lay, construct, maintain, operate, repair, and remove, a Pipe Line for the transportation of gas, mineral solutions and other similar commodities, at a location and on a route to be selected by Second Party, over, through and upon the following tracts or parcels of land situated in Nueces County, Texas, to-wit: The north one half ($\frac{1}{2}$) of the north one half ($\frac{1}{2}$) of lot thirty two (32) Section thirteen (13) of the Flour Bluff and Encinal Farm and Garden Tracts, as shown by the plat of record in the map records of Nueces County, Texas. Also all reasonable right of ingress and egress at all reasonable times for the purpose of the use and enjoyment of the rights herein granted. TO HAVE AND TO HOLD the said easement and/or right-of-way, unto the said Second Party, its successors and assigns, so long as the same shall be used for the purpose for which granted, but subject to the terms ^{and} provisions hereof. It is agreed and stipulated that Second Party shall be liable to First Party for all damages by reason of any injury or injuries to the growing crops or