

## AVIGATION AND HAZARD EASEMENT

WHEREAS, **Mary Frances Wilson Burson**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the avigation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the avigation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of June 2, 2012.

Mary Frances Wilson Burson  
Mary Frances Wilson Burson

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA §

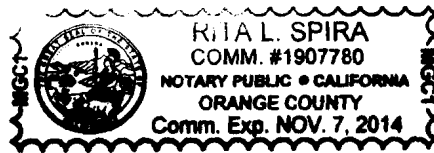
COUNTY OF ORANGE §

BE IT REMEMBERED, that on this 2nd day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Frances Wilson Burson, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Rita L. Spira  
Notary Public

My commission expires 11-7-2014



**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

**ATTEST:**

ARMANDO CHAPA, CITY SECRETARY

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June, 2012.

FOR THE CITY ATTORNEY

By: *Lisa Aguilar*  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LNV, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.

VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.

VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

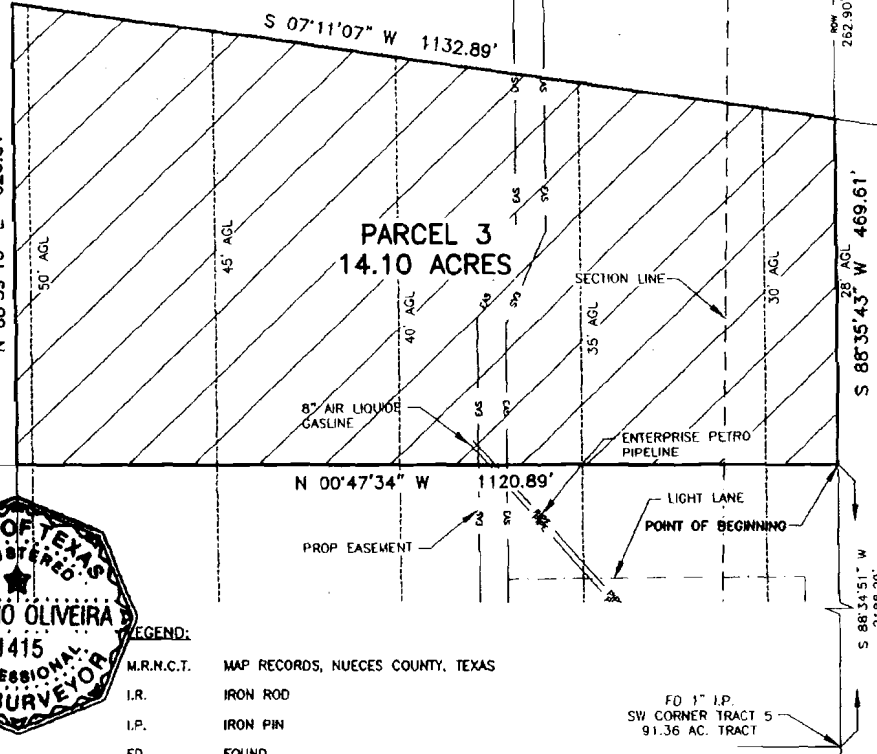


State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

Horacio Oliveira  
State of Texas License No. 1415



LEGEND:

- M.R.N.C.T. MAP RECORDS, NUECES COUNTY, TEXAS
- I.R. IRON ROD
- I.P. IRON PIN
- FD FOUND
- B.L. BUILDING LINE
- AGL ABOVE GROUND LEVEL
- PL — PROPERTY LINE
- ROW — RIGHT OF WAY
- — — SECTION LINE
- ##### RAIL ROAD TRACKS
- PIPE — UNDERGROUND PIPELINE
- EAS — EASEMENT LINE
- - - - - LIGHT LANE

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A", B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0185C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

Exhibit "B"

STATE HIGHWAY 44  
(AGNES ST)

EXHIBIT OF  
MAXIMUM PERMITTING BUILDING  
HEIGHT ABOVE GROUND LEVEL  
PARCEL NO. 3  
AREA=614,318.12 SQ. FT.  
14.10 AC.

REFERENCES: 91.36 ACRES, TRACT 2  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012



engineers | architects | contractors

BY REGISTRATION, CERTIFIED BY THE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS OF THE STATE OF TEXAS  
752 WEST 19TH STREET, SUITE 200  
DALLAS, TEXAS 75201  
PHONE: 972.382.2222  
WWW.LNV-INC.COM

DRAWN BY: ORB

CHECKED BY: DO

JOB NO. 110205

4

**AVIGATION AND HAZARD EASEMENT**

WHEREAS, **James Fred Ogburn**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the avigation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the avigation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

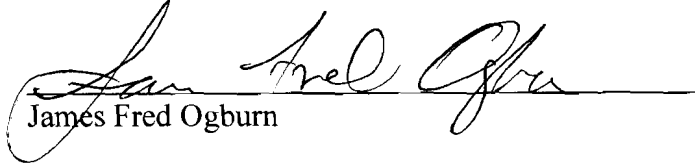
AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of 5/31, 2012.

  
James Fred Ogburn

**ACKNOWLEDGEMENT**

STATE OF ALABAMA §

COUNTY OF Catoosa §

BE IT REMEMBERED, that on this 31<sup>st</sup> day of May, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came James Fred Ogburn, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

  
Notary Public

My commission expires My Commission Expires August 29, 2015

**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

ATTEST:

ARMANDO CHAPA, CITY SECRETARY

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June, 2012.

FOR THE CITY ATTORNEY

By: Lisa Aguilar  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LNV, Inc.**

801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, **Horacio Oliveira**, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



**State of Texas  
County of Nueces**

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

*Horacio Oliveira*

Horacio Oliveira  
State of Texas License No. 1415

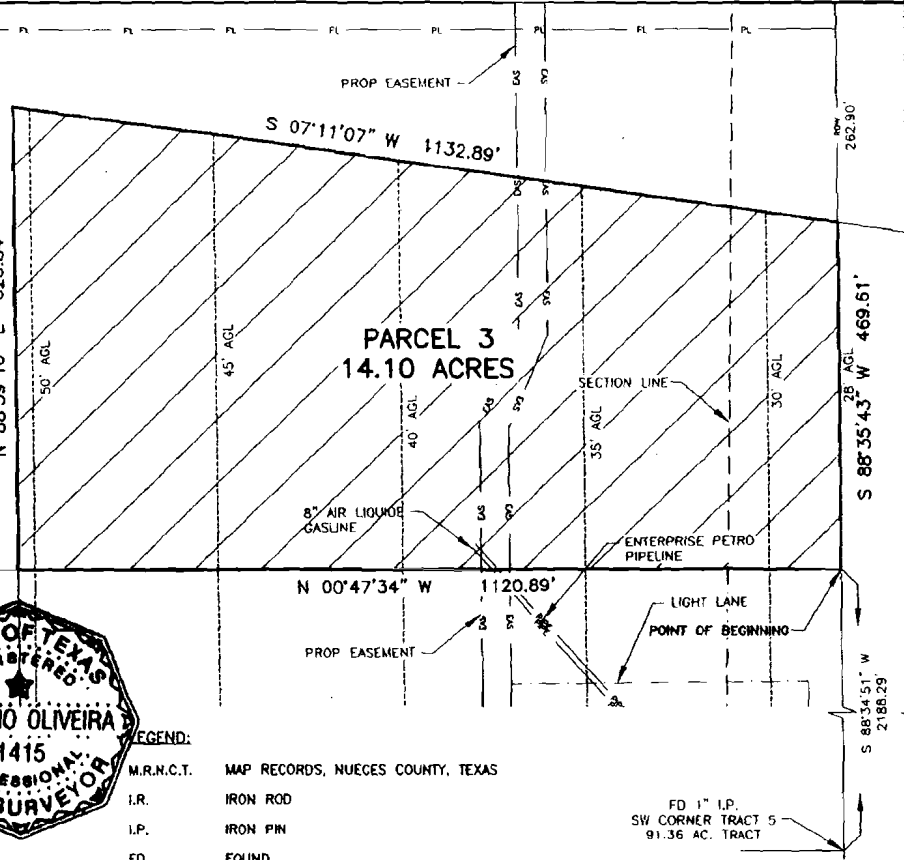
**LEGEND:**

- |            |                                   |
|------------|-----------------------------------|
| M.R.N.C.T. | MAP RECORDS, NUECES COUNTY, TEXAS |
| I.R.       | IRON ROD                          |
| I.P.       | IRON PIN                          |
| FD         | FOUND                             |
| B.L.       | BUILDING LINE                     |
| AGL        | ABOVE GROUND LEVEL                |
| — PL —     | PROPERTY LINE                     |
| — ROW —    | RIGHT OF WAY                      |
| — — —      | SECTION LINE                      |
|            | RAIL ROAD TRACKS                  |
| — PIPE —   | UNDERGROUND PIPELINE              |
| — EAS —    | EASEMENT LINE                     |
| - - - - -  | LIGHT LANE                        |

FD 1" I.P.  
SW CORNER TRACT 5  
91.36 AC. TRACT

**NOTES:**

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

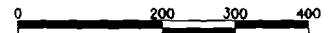


STATE HIGHWAY 44  
(AGNES ST)

Exhibit "B"

EXHIBIT OF  
**MAXIMUM PERMITTING BUILDING  
HEIGHT ABOVE GROUND LEVEL  
PARCEL NO. 3**  
AREA=614,318.12 SQ. FT.  
14.10 AC.

REFERENCES: 91.36 ACRES, TRACT 2  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
engineers | architects | contractors  
801 INTERNATIONAL CENTER FOR  
COMMERCIAL BUILDING, TEXAS 77406  
713.287.8888  
2424 BAYVIEW DRIVE, SUITE 100  
HOUSTON, TEXAS 77057  
713.287.8888

DRAWN BY: ORB

CHECKED BY: DO

JOB NO. 110205

**AVIGATION AND HAZARD EASEMENT**

WHEREAS, **Sylvia Claire Wilson Beckman**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the aviation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the aviation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of May 31, 2012.

Sylvia Claire Wilson Beckman

Sylvia Claire Wilson Beckman

**ACKNOWLEDGEMENT**

STATE OF TENNESSEE §

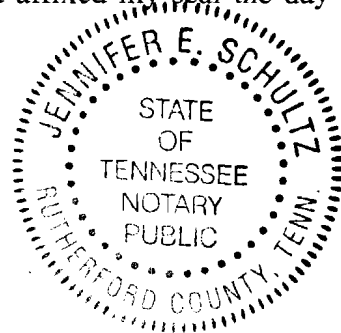
COUNTY OF RUTHERFORD §

BE IT REMEMBERED, that on this 31<sup>st</sup> day of May, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Sylvia Claire Wilson Beckman, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Jennifer E. Schultz  
Notary Public

My commission expires Dec 16, 2012



**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

My Commission Expires DEC 16, 2012

\_\_\_\_\_  
Ronald L. Olson, City Manager

ATTEST:

ARMANDO CHAPA, CITY SECRETARY

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June, 2012.

FOR THE CITY ATTORNEY

By: *Lisa Aguilar*  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT



**LNV, Inc.**

801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.

VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.

VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

Horacio Oliveira  
State of Texas License No. 1415

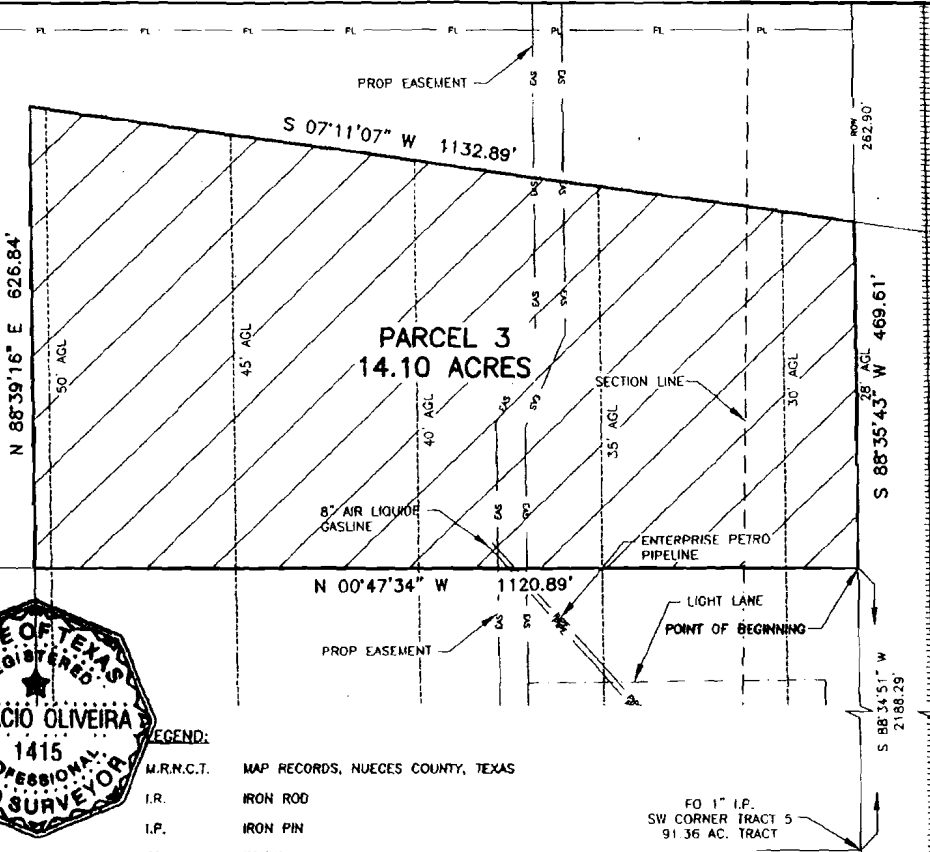
LEGEND:

M.R.N.C.T.	MAP RECORDS, NUECES COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIN
FD	FOUND
B.L.	BUILDING LINE
AGL	ABOVE GROUND LEVEL
—PL—	PROPERTY LINE
—ROW—	RIGHT OF WAY
---	SECTION LINE
+++++	RAIL ROAD TRACKS
—PIPE—	UNDERGROUND PIPELINE
—EAS—	EASEMENT LINE
---	LIGHT LANE

FO 1" I.P.  
SW CORNER TRACT 5  
91.36 AC. TRACT

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A", "B" & "C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.



STATE HIGHWAY 44  
(AGNES ST)

Exhibit "B"

EXHIBIT OF  
MAXIMUM PERMITTING BUILDING  
HEIGHT ABOVE GROUND LEVEL  
PARCEL NO. 3  
AREA=614,318.12 SQ. FT.  
14.10 AC.

REFERENCES: 91.36 ACRES, TRACT 2  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
engineers | architects | contractors  
801 EASTWATER, SUITE 800  
CORPUS CHRISTI, TEXAS 78401  
PHONE: 361.244.0000  
WWW.LNVINC.COM

DRAWN BY: ORB  
CHECKED BY: DO  
JOB NO. 110205

**AVIGATION AND HAZARD EASEMENT**

WHEREAS, **Bettye Joyce Walker Coats**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the aviation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the aviation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of June 1st, 2012.

Bettye Joyce Walker Coats  
Bettye Joyce Walker Coats

**ACKNOWLEDGEMENT**

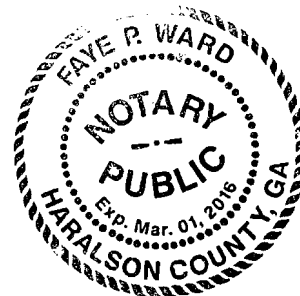
STATE OF GEORGIA §

COUNTY OF HARALSON §

BE IT REMEMBERED, that on this 1st day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Bettye Joyce Walker Coats, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Jay P. Ward  
Notary Public



My commission expires March 1st 2016

**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

**ATTEST:**

ARMANDO CHAPA, CITY SECRETARY

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_,  
2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June,  
2012.

FOR THE CITY ATTORNEY

By: Lisa Aguilar  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LNV, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

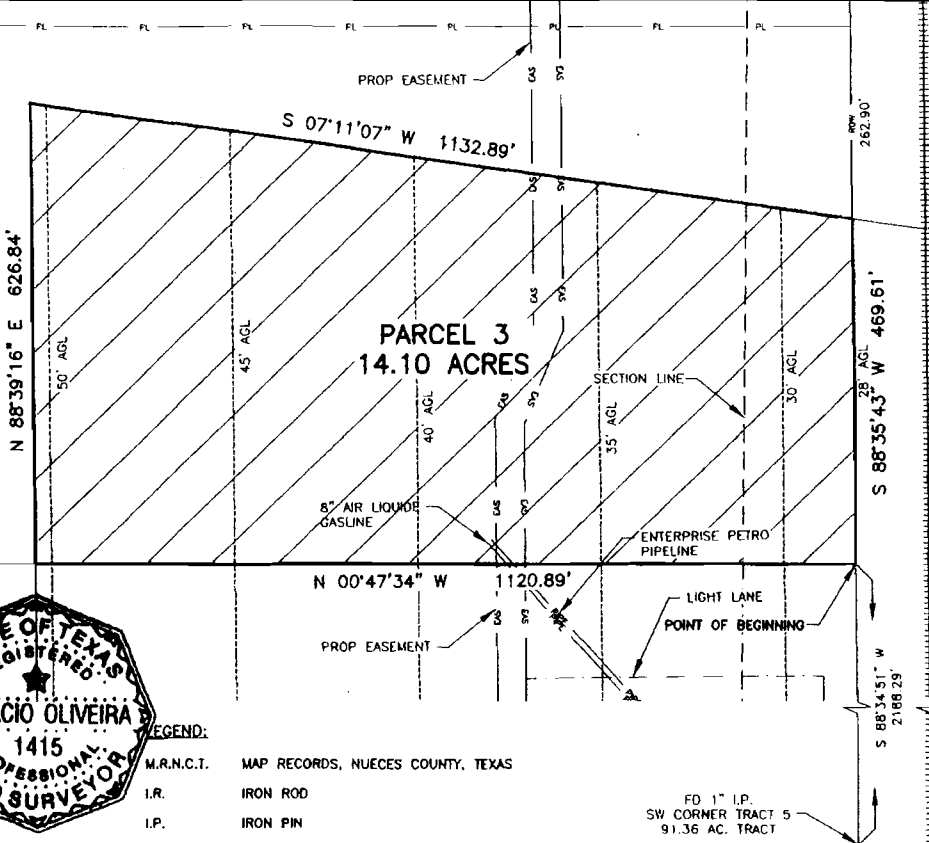


State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

Horacio Oliveira  
State of Texas License No. 1415



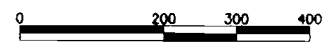
LEGEND:

- |                |                                   |
|----------------|-----------------------------------|
| M.R.N.C.T.     | MAP RECORDS, NUECES COUNTY, TEXAS |
| I.R.           | IRON ROD                          |
| I.P.           | IRON PIN                          |
| FD             | FOUND                             |
| B.L.           | BUILDING LINE                     |
| AGL            | ABOVE GROUND LEVEL                |
| — PL —         | PROPERTY LINE                     |
| — ROW —        | RIGHT OF WAY                      |
| — — —          | SECTION LINE                      |
| +++++          | RAIL ROAD TRACKS                  |
| — PIPE —       | UNDERGROUND PIPELINE              |
| — EAS —        | EASEMENT LINE                     |
| — LIGHT LANE — | LIGHT LANE                        |

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485484 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

EXHIBIT OF  
MAXIMUM PERMITTING BUILDING  
HEIGHT ABOVE GROUND LEVEL  
PARCEL NO. 3  
AREA=614,318.12 SQ. FT.  
14.10 AC.  
REFERENCES: 91.36 ACRES, TRACT 2  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
engineers | architects | contractors  
2400 W. UNIVERSITY BLVD., SUITE 200  
CORPUS CHRISTI, TEXAS 78401  
734 591-1000  
734 591-1001  
734 591-1002  
WWW.LNV-INC.COM

DRAWN BY: ORB  
CHECKED BY: DO  
JOB NO. 110205

STATE HIGHWAY 44  
(AGNES ST)

Exhibit "B"



**AVIGATION AND HAZARD EASEMENT**

WHEREAS, **Ann B. Trumbly and William D. Trumbly, Trustees under the Ann B. Trumbly Living Trust, an Oklahoma Trust**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the aviation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the aviation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of May 29, 2012.

Ann B. Trumbly

William D. Trumbly

Ann B. Trumbly and William D. Trumbly, Trustees under the Ann B. Trumbly Living Trust, an Oklahoma Trust

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA §

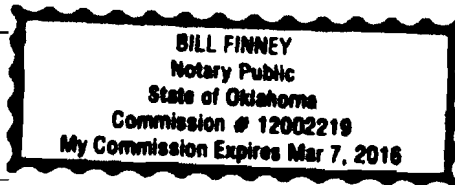
COUNTY OF OKLAHOMA §

BE IT REMEMBERED, that on this 29 day of May, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ann B. Trumbly and William D. Trumbly, Trustees under the Ann B. Trumbly Living Trust, an Oklahoma Trust, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Bill Finney  
Notary Public

My commission expires March 7, 2016



**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

ATTEST:

ARMANDO CHAPA, CITY SECRETARY  
\_\_\_\_\_

THE STATE OF TEXAS     §

COUNTY OF NUECES     §

This instrument was acknowledged before me on \_\_\_\_\_,  
2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF Jun,  
2012.

FOR THE CITY ATTORNEY

By: Lisa Aguilar  
\_\_\_\_\_  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LVN, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LVN Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

Horacio Oliveira  
State of Texas License No. 1415

LEGEND:

- |            |                                    |
|------------|------------------------------------|
| M.R.N.C.T. | MAP RECORDS, NUEECES COUNTY, TEXAS |
| I.R.       | IRON ROD                           |
| I.P.       | IRON PIN                           |
| FD         | FOUND                              |
| B.L.       | BUILDING LINE                      |
| AGL        | ABOVE GROUND LEVEL                 |
| —PL—       | PROPERTY LINE                      |
| —ROW—      | RIGHT OF WAY                       |
| — — —      | SECTION LINE                       |
|            | RAIL ROAD TRACKS                   |
| —PIPE—     | UNDERGROUND PIPELINE               |
| —EAS—      | EASEMENT LINE                      |
| - - - -    | LIGHT LANE                         |

FD 1" I.P.  
SW CORNER TRACT 5  
91.36 AC. TRACT

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

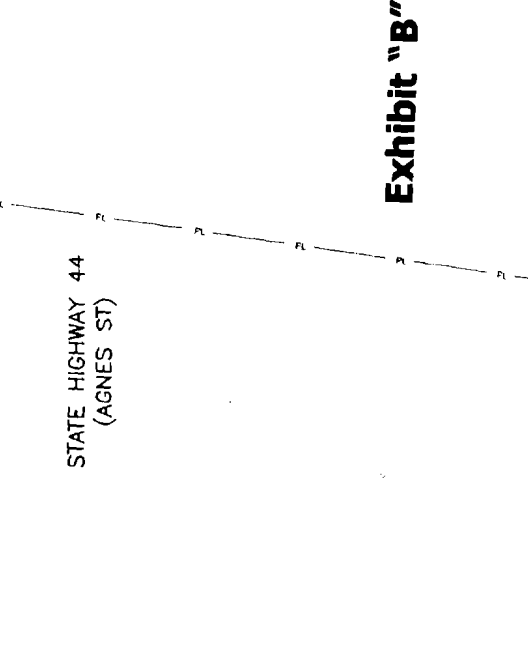
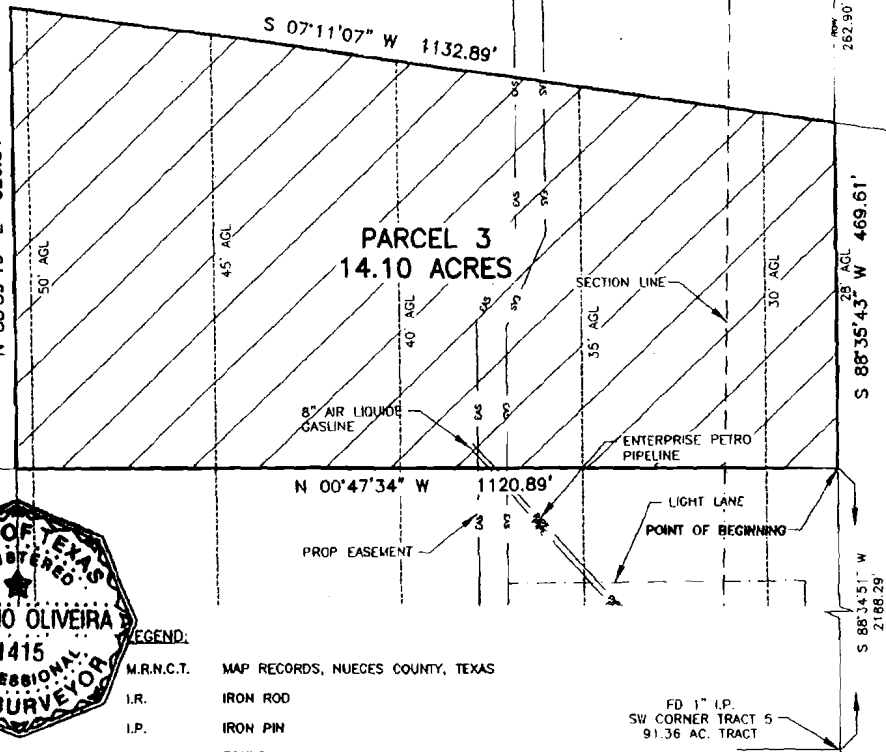
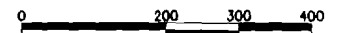


Exhibit "B"

EXHIBIT OF  
**MAXIMUM PERMITTING BUILDING  
 HEIGHT ABOVE GROUND LEVEL**  
**PARCEL NO. 3**  
**AREA=614,318.12 SQ. FT.**  
**14.10 AC.**  
 REFERENCES: 91.36 ACRES, TRACT 2  
 VOLUME 1, PAGES 48 & 49  
 MISCELLANEOUS MAP RECORDS, NUEECES COUNTY, TEXAS  
 CLERKS FILE NO. 320003  
 VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
 engineers | architects | contractors  
801 INTERNATIONAL NORTH BLDG  
 7311 BAYVIEW BOULEVARD  
 HOUSTON, TEXAS 77058  
 TEL: 281.485.0844  
 FAX: 281.485.0845  
 WWW.LNVINC.COM

DRAWN BY: ORB  
 CHECKED BY: DO  
 JOB NO. 110205

**AVIGATION AND HAZARD EASEMENT**

WHEREAS, **Kelley D. Cook**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the aviation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the aviation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of May 30, 2012.

Kelley D. Cook  
Kelley D. Cook

**ACKNOWLEDGEMENT**

STATE OF ALABAMA §

COUNTY OF JEFFERSON §

BE IT REMEMBERED, that on this 30 day of MAY, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Kelley D. Cook, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

James G. Allan  
Notary Public

**JAMES G. ALLAN**  
**ALABAMA STATE AT LARGE**  
**TERM 08/29/2011 TO 08/29/2015**

My commission expires \_\_\_\_\_

**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

ATTEST:  
ARMANDO CHAPA, CITY SECRETARY

---

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_,  
2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal  
corporation, on behalf of said corporation.

---

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June,  
2012.

FOR THE CITY ATTORNEY

By: *Lisa Aguilar*  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LVN, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, **Horacio Oliveira**, a Registered Professional Land Surveyor, of LVN Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

*Horacio Oliveira*  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

Horacio Oliveira  
State of Texas License No. 1415

LEGEND:

- |            |                                   |
|------------|-----------------------------------|
| M.R.N.C.T. | MAP RECORDS, NUECES COUNTY, TEXAS |
| I.R.       | IRON ROD                          |
| I.P.       | IRON PIN                          |
| FD         | FOUND                             |
| B.L.       | BUILDING LINE                     |
| AGL        | ABOVE GROUND LEVEL                |
| —PL—       | PROPERTY LINE                     |
| —ROW—      | RIGHT OF WAY                      |
| ---        | SECTION LINE                      |
| +++++      | RAIL ROAD TRACKS                  |
| —PIPE—     | UNDERGROUND PIPELINE              |
| —EAS—      | EASEMENT LINE                     |
| ---        | LIGHT LANE                        |

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

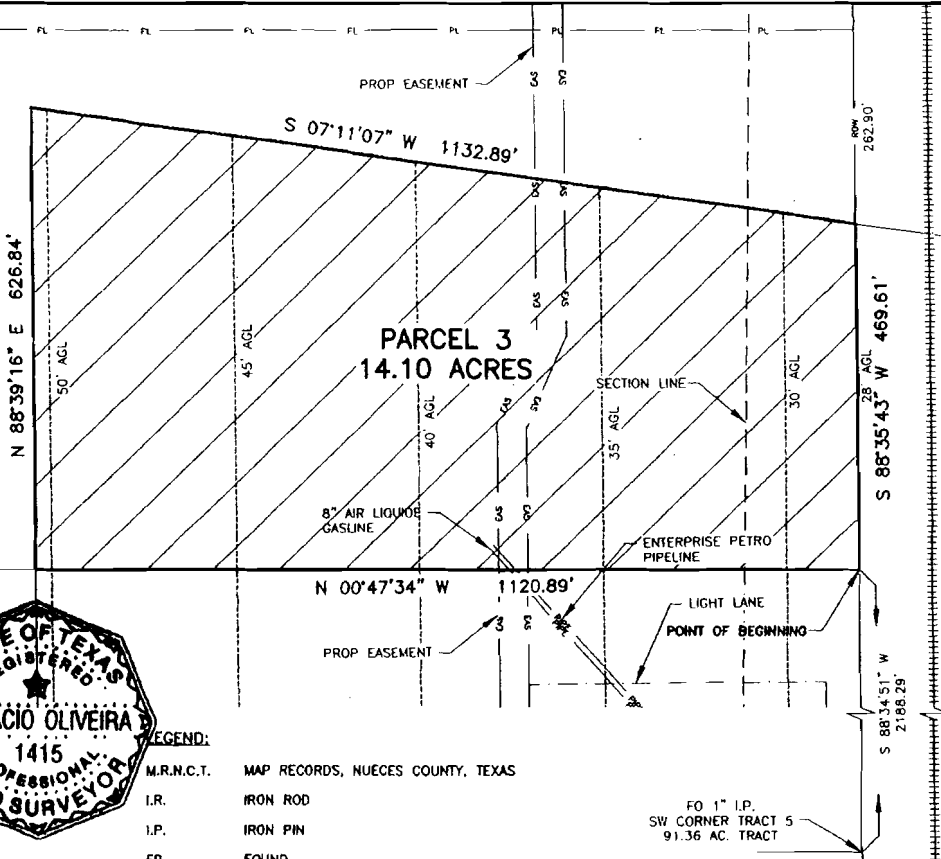
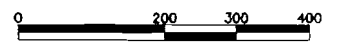


EXHIBIT OF  
**MAXIMUM PERMITTING BUILDING  
 HEIGHT ABOVE GROUND LEVEL**  
**PARCEL NO. 3**  
**AREA=614,318.12 SQ. FT.**  
**14.10 AC.**  
 REFERENCES: 91.36 ACRES, TRACT 2  
 VOLUME 1, PAGES 48 & 49  
 MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
 CLERKS FILE NO. 320003  
 VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
 engineers | architects | contractors  
 2610 BROADWAY, SUITE 200  
 CORPUS CHRISTI, TEXAS 78401  
 3610 FOSTER AVE., SUITE 100  
 HOUSTON, TEXAS 77025  
 TEL: 361.266.1444  
 FAX: 361.266.1444  
 WWW.LNV-INC.COM

DRAWN BY: ORB  
 CHECKED BY: DO  
 JOB NO. 110205

Exhibit "B"

STATE HIGHWAY 44  
(AGNES ST)

## AVIGATION AND HAZARD EASEMENT

WHEREAS, **Rodney Blake Driskill, Individually and as Personal Representative of the Estate of Floye Burnham Driskill, deceased**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the avigation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the avigation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of June 4, 2012.

Rodney Blake Driskill

Rodney Blake Driskill, Individually and as Personal Representative of the Estate of Floye Burnham Driskill, deceased

**ACKNOWLEDGEMENT**

STATE OF ALABAMA §

COUNTY OF Shelby §

BE IT REMEMBERED, that on this 4th day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Rodney Blake Driskill, Individually and as Personal Representative of the Estate of Floye Burnham Driskill, deceased, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

L. A. Bussery  
Notary Public

My commission expires 11-29-14

**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

ATTEST:  
ARMANDO CHAPA, CITY SECRETARY

---

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

---

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June, 2012.

FOR THE CITY ATTORNEY

By: Lisa Aguilar  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT



**LNV, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

Horacio Oliveira  
State of Texas License No. 1415

LEGEND:

- |            |                                   |
|------------|-----------------------------------|
| M.R.N.C.T. | MAP RECORDS, NUECES COUNTY, TEXAS |
| I.R.       | IRON ROD                          |
| I.P.       | IRON PIN                          |
| FD         | FOUND                             |
| B.L.       | BUILDING LINE                     |
| AGL        | ABOVE GROUND LEVEL                |
| —PL—       | PROPERTY LINE                     |
| —ROW—      | RIGHT OF WAY                      |
| ----       | SECTION LINE                      |
| +++++      | RAIL ROAD TRACKS                  |
| —PIPE—     | UNDERGROUND PIPELINE              |
| —EAS—      | EASEMENT LINE                     |
| ----       | LIGHT LANE                        |

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0185C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

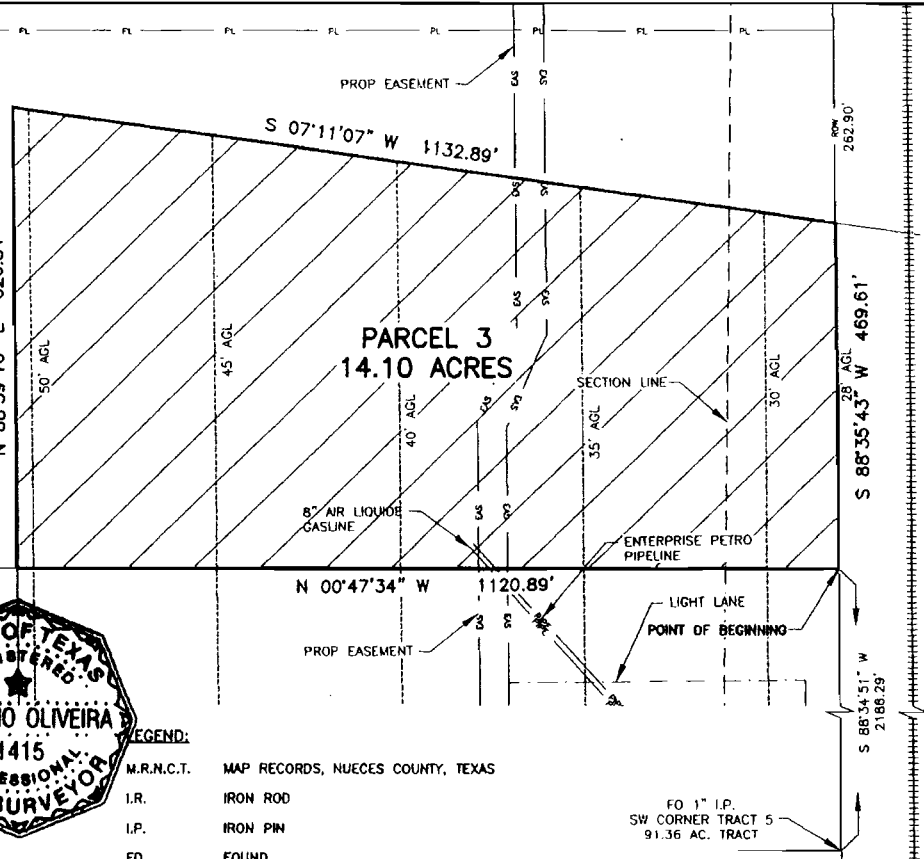
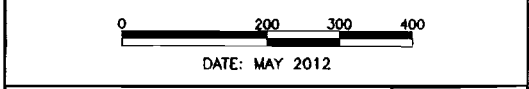


EXHIBIT OF  
**MAXIMUM PERMITTING BUILDING  
 HEIGHT ABOVE GROUND LEVEL**  
**PARCEL NO. 3**  
**AREA=614,318.12 SQ. FT.**  
**14.10 AC.**  
 REFERENCES: 91.36 ACRES, TRACT 2  
 VOLUME 1, PAGES 48 & 49  
 MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
 CLERKS FILE NO. 320003  
 VOLUME 501, PAGE 228, D.R.N.C.T.



 engineers   architects   contractors <small>801 BAYVIEW DRIVE, SUITE 200          CORPUS CHRISTI, TEXAS 78401          TEL: 361.843.1144          FAX: 361.843.1144          WWW.LNVINC.COM</small>	DRAWN BY: ORB
	CHECKED BY: DO
	JOB NO. 110205

Exhibit "B"

STATE HIGHWAY 44  
(AGNES ST)

## AVIGATION AND HAZARD EASEMENT

WHEREAS, **Nancy Ogburn Dempsey**, hereinafter called the "Grantor," is the owner of an undivided 11.04 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the avigation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the avigation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said avigation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of June, 2012.

Nancy Ogburn Dempsey  
Nancy Ogburn Dempsey

**ACKNOWLEDGEMENT**

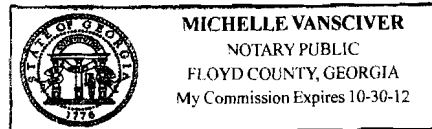
STATE OF GEORGIA §

COUNTY OF PAULDING §

BE IT REMEMBERED, that on this 4th day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Nancy Ogburn Dempsey, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Michelle Vansciver  
Notary Public



My commission expires 10-30-12

**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

**ATTEST:**

ARMANDO CHAPA, CITY SECRETARY

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June, 2012.

FOR THE CITY ATTORNEY

By: *Lisa Aguilar*  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LNV, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, **Horacio Oliveira**, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

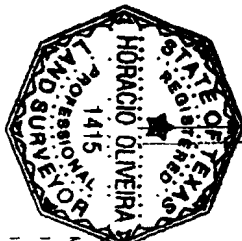
State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNW Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

*Horacio Oliveira*

Horacio Oliveira  
State of Texas License No. 1415

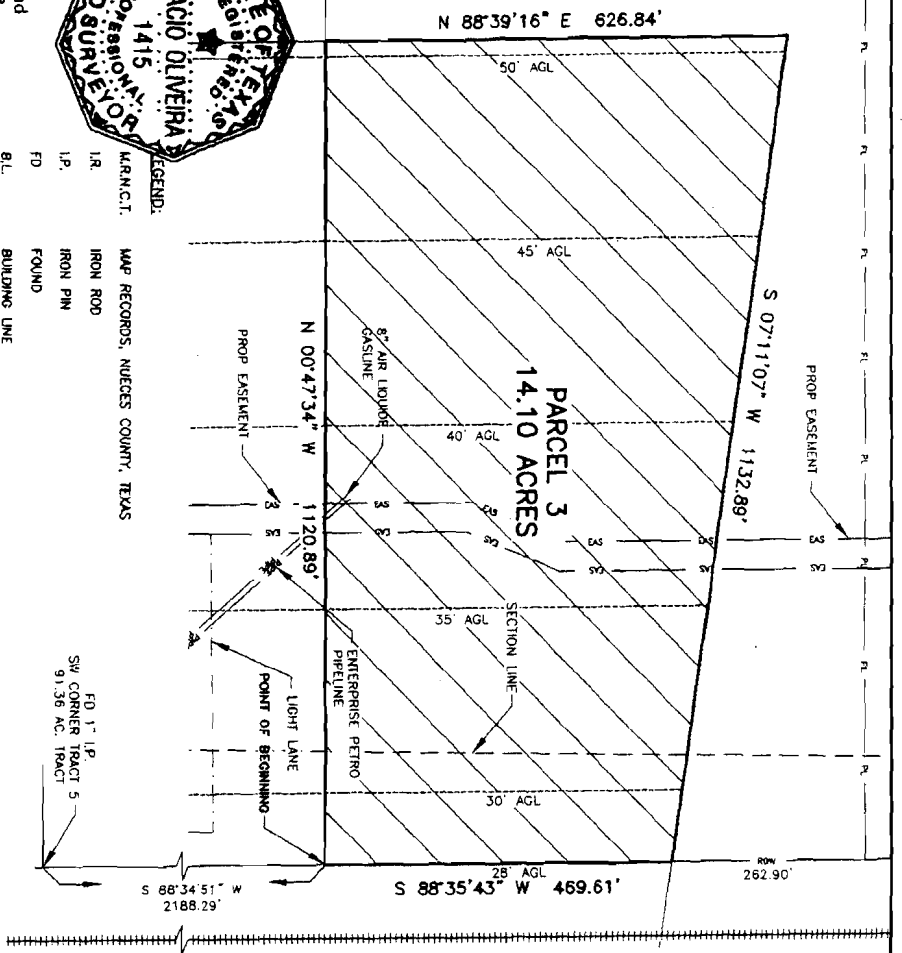


LEGEND:

- M.R.N.C.T. MAP RECORDS, NUECES COUNTY, TEXAS
- LR. IRON ROD
- IP. IRON PIN
- FD. FOUND
- B.L. BUILDING LINE
- A.G.L. ABOVE GROUND LEVEL
- PL. PROPERTY LINE
- ROW. RIGHT OF WAY
- SECTION LINE
- RAIL ROAD TRACKS
- PIPE UNDERGROUND PIPELINE
- EAS. EASEMENT LINE
- LIGHT LANE

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES A1, B & C ON FLOOD INSURANCE RATE MAP COUNTY OF NUECES COUNTY, TEXAS MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

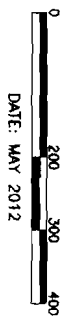


STATE HIGHWAY 44  
(AGNES ST)

Exhibit "B"

EXHIBIT OF  
MAXIMUM PERMITTING BUILDING  
HEIGHT ABOVE GROUND LEVEL  
PARCEL NO. 3  
AREA=614,318.12 SQ. FT.  
14.10 AC.

REFERENCES: 91.36 ACRES, TRACT 2  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012



engineers | architects | contractors  
1200 West Loop West, Suite 100  
Houston, Texas 77030  
Phone: 713.861.1100  
Fax: 713.861.1101  
www.lnw.com

DRAWN BY: ORB  
CHECKED BY: DO  
JOB NO. 110205



**AVIGATION AND HAZARD EASEMENT**

WHEREAS, **Jarma Dawn Aycox, Individually and as Personal Representative of the Estate of Jeanette S. Burnham, deceased**, hereinafter called the "Grantor," is the owner of an undivided 3.68 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the aviation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the aviation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of  
June 1<sup>st</sup>, 2012.

Jarma Dawn Aycox  
Jarma Dawn Aycox, Individually and as Personal Representative of the Estate of Jeanette S. Burnham, deceased

**ACKNOWLEDGEMENT**

STATE OF FLORIDA §

COUNTY OF ESCAMBIA §

BE IT REMEMBERED, that on this 1<sup>st</sup> day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jarma Dawn Aycox, Individually and as Personal Representative of the Estate of Jeanette S. Burnham, deceased, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Megan C. Ellis  
Notary Public

My commission expires July 12, 2014



**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

Ronald L. Olson, City Manager

ATTEST:  
ARMANDO CHAPA, CITY SECRETARY

---

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_,  
2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal  
corporation, on behalf of said corporation.

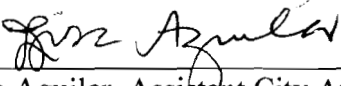
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Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June,  
2012.

FOR THE CITY ATTORNEY

By:   
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LNV, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:**

**Beginning at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;**

**Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;**

**Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;**

**Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;**

**Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the POINT OF BEGINNING.**

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, **Horacio Oliveira**, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

*Horacio Oliveira*

Horacio Oliveira  
State of Texas License No. 1415

LEGEND:

- M.R.N.C.T. MAP RECORDS, NUECES COUNTY, TEXAS
- I.R. IRON ROD
- I.P. IRON PIN
- FD FOUND
- B.L. BUILDING LINE
- AGL ABOVE GROUND LEVEL
- PL — PROPERTY LINE
- ROW — RIGHT OF WAY
- SECTION LINE
- +++++ RAIL ROAD TRACKS
- PIPE — UNDERGROUND PIPELINE
- EAS — EASEMENT LINE
- LIGHT LANE

NOTES:

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 -- 614,318.12 SQ. FT., 14.10 AC.

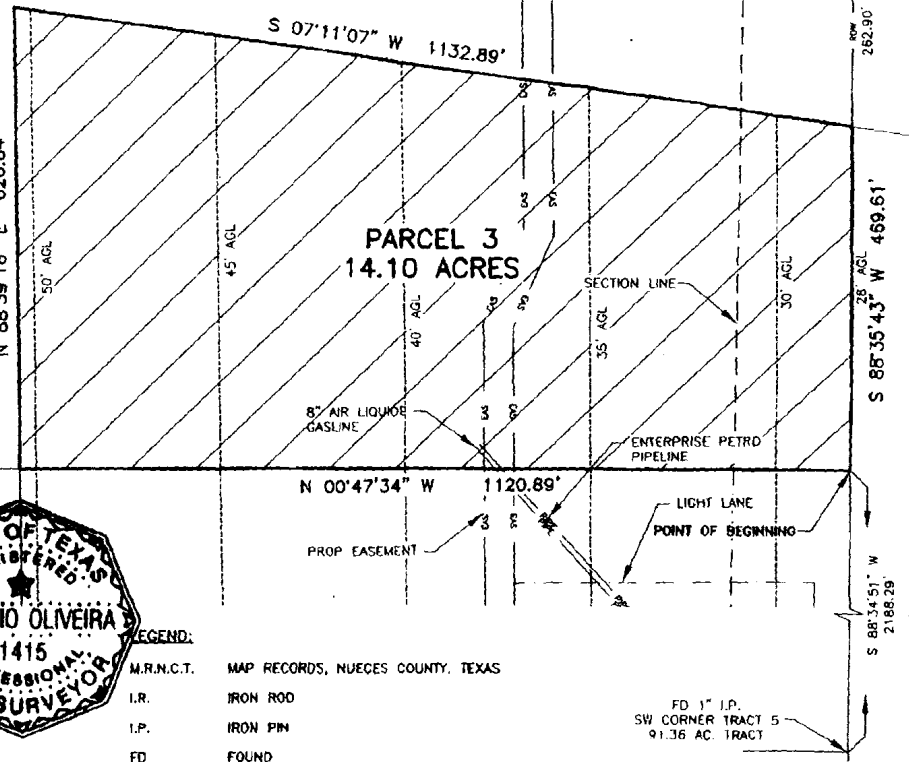
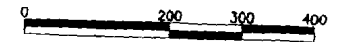


EXHIBIT OF  
**MAXIMUM PERMITTING BUILDING  
 HEIGHT ABOVE GROUND LEVEL**  
**PARCEL NO. 3**  
**AREA=614,318.12 SQ. FT.**  
**14.10 AC.**  
 REFERENCES: 91.36 ACRES, TRACT 2  
 VOLUME 1, PAGES 48 & 49  
 MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
 CLERKS FILE NO. 320003  
 VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
 engineers | architects | contractors  
 801 INFORMATION DRIVE 800  
 SUITE 1000, TEXAS 75401  
 TEL 972 988-1044  
 FAX 972 988-1000  
 WWW.LNVINC.COM

DRAWN BY: ORB  
 CHECKED BY: DO  
 JOB NO. 110205

Exhibit "B"

## AVIGATION AND HAZARD EASEMENT

WHEREAS, **David Eugene Burnham**, hereinafter called the "Grantor," is the owner of an undivided 3.68 acres, more or less, out of the 143.56 acre tract out of Tracts 1 and 2 of the 456.80 V.M. Donigan Partition situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See Attached Exhibit "A" (Legal Description)

hereinafter called "Grantors' property," and outlined on the Attached Exhibit "B" (Plat);

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the City of Corpus Christi, Texas, hereinafter called the "Grantee," its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Corpus Christi International Airport, hereinafter called "CRP," for the unobstructed use and passage of all types of aircraft (as hereinafter defined), in and through the airspace above Grantors' property above an imaginary plane rising and extending in a generally northerly direction over Grantors' property, said imaginary plane following the Above Ground Level (AGL) contours shown on the plat in attached Exhibit "B".

Said easement shall be appurtenant to and for the benefit of the real property now known as CRP including any additions thereto wherever located, hereafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the airport.

Said easement and burden, includes the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, and fuel particles caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

The easement and right-of-way hereby grants to the Grantee, the continuing right to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the airspace above the aforesaid imaginary plane, and to remove from said airspace, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any structure in the aviation easement, which creates a Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, or smoke generating activities; and the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns further agree they will not permit places of public assembly upon Grantors' property, such as, churches, schools, office buildings, shopping centers, restaurants, child care facilities, stadiums, and other incompatible land uses as defined in FAA Advisory Circular AC 150/5300-13 and all subsequent changes. Said Runway Protection Zone, contained within the aviation easement, is identified in the attached Exhibits "A" and "B".

And for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said aviation easement, drilling rigs or other equipment utilized to transport, explore for or produce oil, gas and other minerals, that breaks the plane following the Above Ground Level as described in Exhibit A shall not be installed or constructed upon Grantors property.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right-of-way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' property any building, structure, tree, or other object extending into the airspace above the aforesaid imaginary plane, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between CRP and others, or use or permit the use of Grantors' property in such a manner as to create interference with radar systems or similar aircraft tracking systems used at CRP, or to permit any use of the Grantors' land so as to impair visibility in the vicinity of CRP or as otherwise to endanger the landing, taking off or maneuvering of aircraft.

TO HAVE AND TO HOLD said easement and right-of-way and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said CRP shall be abandoned and shall cease to be used for public airport purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors, assigns of the Grantors until said CRP shall be abandoned and cease to be used for public airport purposes.



IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of 5/30, 2012.

David Eugene Burnham  
David Eugene Burnham

**ACKNOWLEDGEMENT**

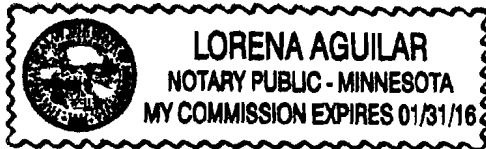
STATE OF MINNESOTA §

COUNTY OF RAMSEY §

BE IT REMEMBERED, that on this 30<sup>th</sup> day of May, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came David Eugene Burnham, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Lorena Aguilar  
Notary Public



My commission expires 01/31/2016

**GRANTEE:**

CITY OF CORPUS CHRISTI, TEXAS  
P. O. Box 9277  
City Hall, 1201 Leopard, THIRD FLOOR  
Department of Engineering Services  
PROPERTY AND LAND ACQUISITION DIVISION  
Corpus Christi, Texas 78469-9277

\_\_\_\_\_  
Ronald L. Olson, City Manager

**ATTEST:**

ARMANDO CHAPA, CITY SECRETARY

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Ronald L. Olson as City Manager for the City of Corpus Christi, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 8<sup>th</sup> DAY OF June, 2012.

FOR THE CITY ATTORNEY

By: *Lisa Aguilar*  
Lisa Aguilar, Assistant City Attorney  
CITY LEGAL DEPARTMENT

**LNV, Inc.**  
801 Navigation Blvd., Suite 200  
Corpus Christi, Texas 78408

**Field Note Description** for a 14.10 acre tract of land, more or less, out of a called 91.36 acre tract of land known as Tract 2 of the V.M. Donigan 456.80 acre partition as recorded in Volume 1, Pages 48-49, Miscellaneous Map Records of Nueces County, Texas being described in a Partition and Settlement Deed and Agreement recorded in Clerk's File No. 320003, Volume 501, Page 228, Deed Records of Nueces County Texas, and being more particularly described by metes and bounds as follows:

**Beginning** at a point for the southwest corner of said Tract 2, the southeast corner of Tract 3 of said V.M. Donigan 456.80 acre partition, and the north right-of-way line of the Texas Mexican Railroad from which a 1" iron pipe found for the southwest corner of Tract 5 of said partition bears South 88°-34'-51" West, 2188.29 feet;

Thence North 00°-47'-34" West, with the common boundary line of said Tract 2 and said Tract 3, a distance of 1120.89 feet to a point for the northwest corner of the tract herein described;

Thence North 88°-39'-16" East, a distance of 626.84 feet to a point for the northeast corner of the tract herein described;

Thence South 07°-11'-07" West, a distance of 1132.89 feet to a point in the south line of said Tract 2 and the north line of said Texas Mexican Railroad for the southeast corner of the tract herein described;

Thence South 88°-35'-43" West, along the common line of said Tract 2 and said Texas Mexican Railroad, a distance of 469.61 feet to a point for the southwest corner of the herein described easement and for the **POINT OF BEGINNING**.

Containing more or less 14.10 (614,318.12 Square Feet) acres of land.

Bearings are based on Texas State Plane Zone 4205 NAD 83.

State of Texas  
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., Engineers & Consultants, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

  
Horacio Oliveira  
State of Texas License No. 1415



**Exhibit "A"**



SCALE: 1"=200'

TRACT 2  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.

V.M. DONIGAN  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS

TRACT 3  
91.36 AC.  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS  
NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228  
D.R.N.C.T.



**State of Texas  
County of Nueces**

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc., do hereby certify that the foregoing map was prepared from information of record and from a survey made on the ground under my direction.

This the 9<sup>th</sup> day of May 2012.

*Horacio Oliveira*

Horacio Oliveira  
State of Texas License No. 1415

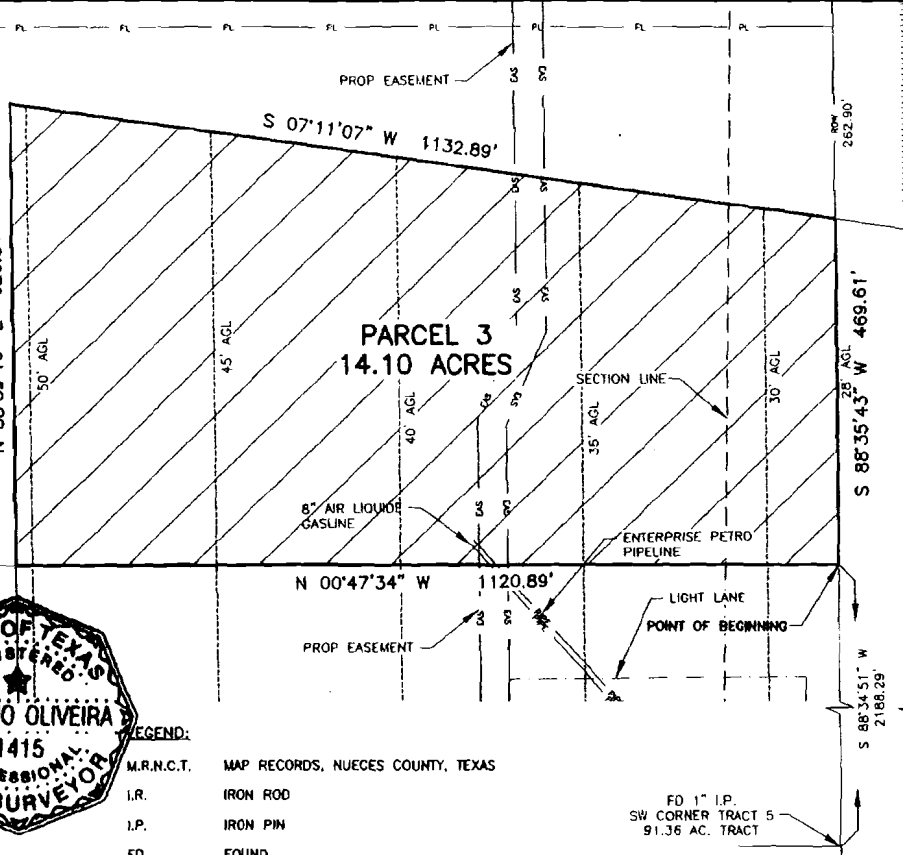
**LEGEND:**

- |            |                                   |
|------------|-----------------------------------|
| M.R.N.C.T. | MAP RECORDS, NUECES COUNTY, TEXAS |
| I.R.       | IRON ROD                          |
| I.P.       | IRON PIN                          |
| FD         | FOUND                             |
| B.L.       | BUILDING LINE                     |
| AGL        | ABOVE GROUND LEVEL                |
| — PL —     | PROPERTY LINE                     |
| — ROW —    | RIGHT OF WAY                      |
| — — —      | SECTION LINE                      |
|            | RAIL ROAD TRACKS                  |
| — PIPE —   | UNDERGROUND PIPELINE              |
| — EAS —    | EASEMENT LINE                     |
| - - - - -  | LIGHT LANE                        |

FD 1" I.P.  
SW CORNER TRACT 5  
91.36 AC. TRACT

**NOTES:**

- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
- SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-NAD 83
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A1, B & C" ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
- PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

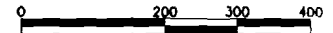


STATE HIGHWAY 44  
(AGNES ST)

Exhibit "B"

EXHIBIT OF  
MAXIMUM PERMITTING BUILDING  
HEIGHT ABOVE GROUND LEVEL  
PARCEL NO. 3  
AREA=614,318.12 SQ. FT.  
14.10 AC.

REFERENCES: 91.36 ACRES, TRACT 2  
VOLUME 1, PAGES 48 & 49  
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS  
CLERKS FILE NO. 320003  
VOLUME 501, PAGE 228, D.R.N.C.T.



DATE: MAY 2012

**LNV**  
engineers | architects | contractors  
2014 PROFESSIONAL RATE MAP  
COMMUNITY PANEL 485464 0165C  
FEMA MAP EFFECTIVE DATE OF JULY 18, 1985

DRAWN BY: ORB

CHECKED BY: DO

JOB NO. 110205