

**Case No. 0922-02 (District 1) Ordinance rezoning a property at or near 1230 McBride Lane from the “IL” Light Industrial District to the “IH” Heavy Industrial District; Providing for a penalty not to exceed \$2,000 and publication.**

**WHEREAS**, with proper notice to the public, a public hearing was held during a meeting of the Planning Commission during which all interested persons were allowed to be heard;

**WHEREAS**, the Planning Commission has forwarded to the City Council its final report and recommendation regarding the application for an amendment to the City of Corpus Christi’s Unified Development Code (“UDC”) and corresponding UDC Zoning Map;

**WHEREAS**, with proper notice to the public, a public hearing was held during a meeting of the City Council, during which all interested persons were allowed to be heard;

**WHEREAS**, the City Council has determined that this rezoning is not detrimental to the public health, safety, or general

welfare of the City of Corpus Christi and its citizens; and

**WHEREAS**, the City Council finds that this rezoning will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Corpus Christi.

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

**SECTION 1.** The Unified Development Code (“UDC”) and corresponding UDC Zoning Map of the City of Corpus Christi, Texas is amended by changing the zoning on the subject property described as 17.49 acres consisting of various tracts of Dunn Tract, Ehlers Garden Tracts, and Best Addition as submitted by metes and bounds, as shown in Exhibit “A” :

From the “IL” Light Industrial District to the “IH” Heavy Industrial District.

The subject property is located at or near 1230 McBride Lane. Exhibit A, which is a subject property map and deeds of titles with the metes and bounds incorporated, is attached to and incorporated in this ordinance.

**SECTION 2.** The UDC and corresponding UDC Zoning Map of the City, made effective July 1, 2011 and as amended from time to time, except as changed by this ordinance, both remain in full force and effect including the penalties for violations as made and provided for in Article 10 of the UDC.

**SECTION 3.** To the extent this amendment to the UDC represents a deviation from the

City's Comprehensive Plan, the Comprehensive Plan is amended to conform to the UDC, as it is amended by this ordinance.

**SECTION 4.** All ordinances or parts of ordinances specifically pertaining to the zoning of the subject property that are in conflict with this ordinance are hereby expressly repealed.

**SECTION 5.** A violation of this ordinance, or requirements implemented under this ordinance, constitutes an offense punishable by a fine not to exceed \$2,000.00 for each offense; as provided in Article 1, Section 1.10.1 of the UDC, Article 10 of the UDC, and/or Section 1-6 of the Corpus Christi Code of Ordinances.

**SECTION 6.** Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

**SECTION 7.** This ordinance shall become effective upon publication

That the foregoing ordinance was read for the first time and passed to its second reading on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

Paulette Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

That the foregoing ordinance was read for the second time and passed finally on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by the following vote:

Paulette Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

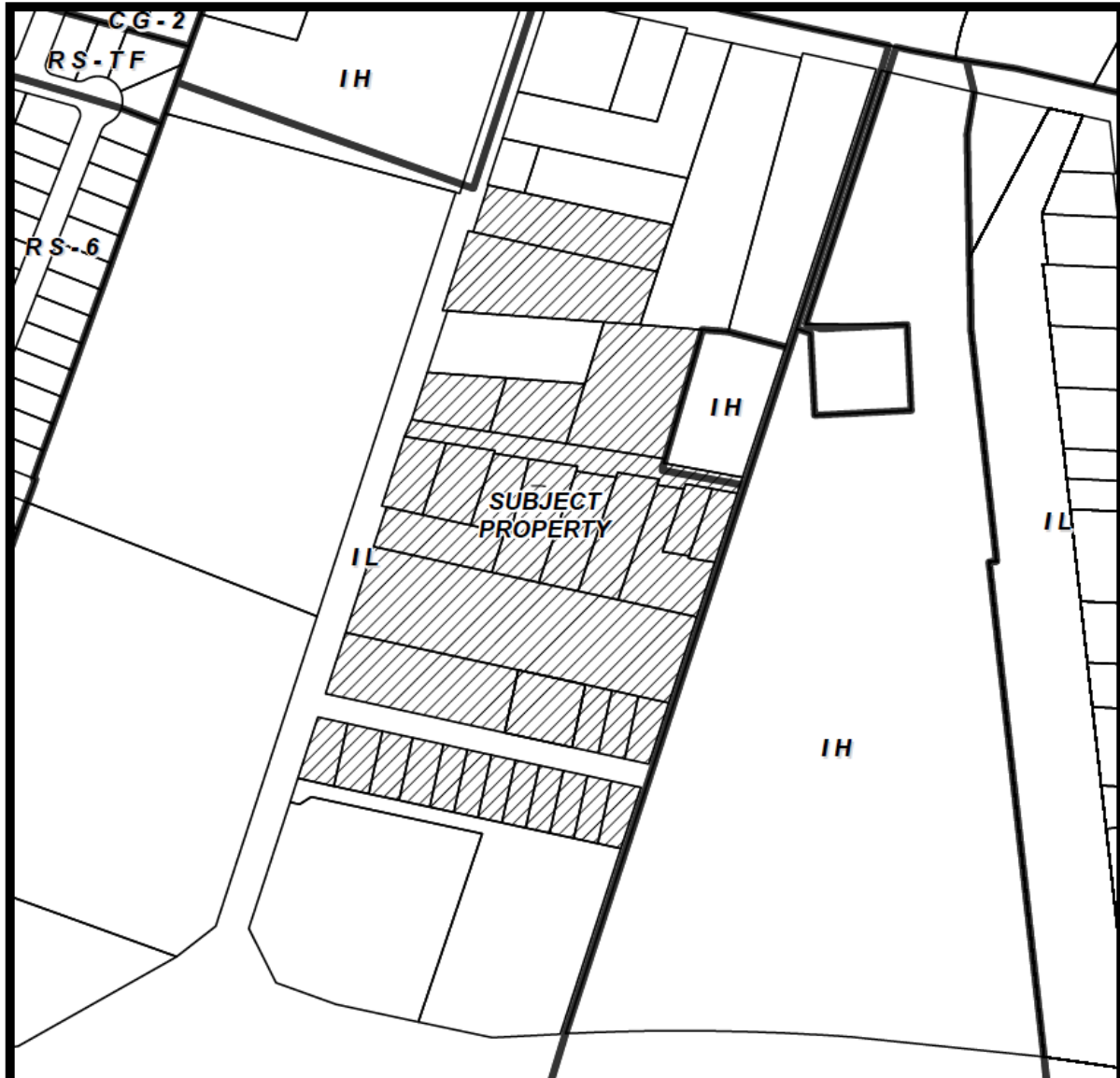
PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

\_\_\_\_\_  
Paulette Guajardo  
Mayor

# Exhibit A



## CASE: 0922-02 SUBJECT PROPERTY WITH ZONING



Subject Property

A-1	Apartment House District	I-1	Limited Industrial District
A-1A	Apartment House District	I-2	Light Industrial District
A-2	Apartment House District	I-3	Heavy Industrial District
AB	Professional Office District	PUD	Planned Unit Development
AT	Apartment-Tourist District	R-1A	One Family Dwelling District
B-1	Neighborhood Business District	R-1B	One Family Dwelling District
B-1A	Neighborhood Business District	R-1C	One Family Dwelling District
B-2	Bayfront Business District	R-2	Multiple Dwelling District
B-2A	Barrier Island Business District	RA	One Family Dwelling District
B-3	Business District	RE	Residential Estate District
B-4	General Business District	R-TH	Townhouse Dwelling District
B-5	Primary Business District	SP	Special Permit
B-6	Primary Business Core District	T-1A	Travel Trailer Park District
BD	Corpus Christi Beach Design Dist.	T-1B	Manufactured Home Park District
F-R	Farm Rural District	T-1C	Manufactured Home Subdivision District
HC	Historical-Cultural Landmark Preservation		



## **Exhibit A**

**The following pages are an accounting of all properties associated change of zoning and consist of multiple parcels creating a total area described as 17.49 acres consisting of various tracts of Dunn Tract, Ehlers Garden Tracts, and Best Addition subdivisions.**

ROLL 431 WARR 1009

WARRANTY DEED

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\* KNOW ALL MEN BY THESE PRESENTS:  
\*

THAT, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL NO. 26, acting herein by and through its duly authorized officer, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas general partnership, of the County of Nueces and State of Texas, all of the following described real property in Nueces County, Texas, to-wit:

TRACT I:

Lots One (1), Two (2) and the West forty feet (W 40') of Lot Three (3), Block One (1), BEST ADDITION, a Subdivision of the City of Corpus Christi, Texas, as shown by the map or plat thereof recorded in Volume 10, Page 21, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

TRACT II:

Lot Six (6), EHLERS GARDEN TRACTS, an Addition in the City of Corpus Christi, Texas, as shown by the map or plat thereof recorded in Volume 41, Page 188, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors and assigns forever; and the undersigned grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance and the warranties made herewith are made and accepted subject to those reservations, conditions and other matters set forth herein and on an instrument attached hereto as Exhibit "A" and incorporated herein by this reference for all purposes.

Taxes for the year 1991 having been prorated, the payment thereof is hereby assumed by Grantee.

EXECUTED on this 11<sup>th</sup> day of September, 1991.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL NO. 26

BY [Signature]  
George M. Polinard

By [Signature]  
William C. Doiron

ITS Business Agent

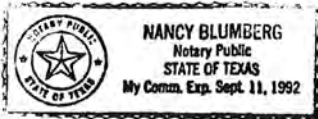
Its President

Mailing Address of Grantee:

Name: JAVELINA COMPANY  
Address: % M.T. Arnold  
9 Greenway Plaza  
Houston, Texas 77046

STATE OF TEXAS \*  
COUNTY OF NUECES \*

This instrument was acknowledged before me on this 11<sup>th</sup> day of Sept., 1991, by William C. Doiron, President of INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL NO. 26, in said capacity.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SAN JACINTO TITLE COMPANY  
600 Leopard Street  
Corpus Christi, Texas 78401  
GF No. 9109003NB

WARRANTY DEED

FROM

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION LOCAL NO. 26

TO

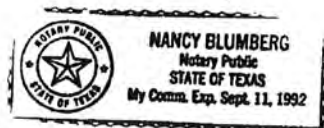
JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

/wd/javelina.wd

STATE OF TEXAS \*

COUNTY OF NUECES \*

This instrument was acknowledged before me on this 11th day of  
September, 1991, by George M. Polinard, Business Agent of International  
Longshoremen's Association Local No. 26, in said capacity.



*Nancy Blumberg*  
NOTARY PUBLIC, STATE OF TEXAS



## EXHIBIT "A"

(To Warranty Deed from International Longshoremen's Association Local No. 26 to Javelina Company, a Texas general partnership)

## PERMITTED EXCEPTIONS

## AS TO TRACT I ONLY:

1. OIL, GAS AND MINERAL LEASE dated June 1, 1965 between United Steel Workers of America C.I.O. Local #5022 and Coastal States Gas Producing Company, File No. 686950, Volume 215, Page 395, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
2. OIL, GAS AND MINERAL LEASE dated December 21, 1935 between D. H. Best and wife, Estelle M. Best and B. A. Wilkinson, Trustee, File No. 97271, Volume 25, Page 267, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
3. ASSIGNMENT OF OIL, GAS AND MINERAL LEASE dated September 30, 1936 between D. H. Best and wife, Estelle M. Best and State National Bank of Corpus Christi, File No. 106474, Volume 30, Page 528, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
4. MINERAL DEED dated December 18, 1935 between D. H. Best and wife, Estelle M. Best and George Taylor and V. D. Ringwald, File No. 96841, Volume 24, Page 62, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
5. OIL, GAS AND MINERAL LEASE dated August 1, 1939 between D. H. Best and wife, Estelle M. Best and Paul M. Sieck, File No. 140734, Volume 54, Pages 178-181, inclusive, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
6. OIL, GAS AND MINERAL LEASE dated September 19, 1939 between D. H. Best and wife, Estelle Best and Paul M. Sieck, File No. 141879, Volume 54, Page 336, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
7. OIL, GAS AND MINERAL LEASE dated December 1, 1981 between United Steel Workers of America, C.I.O. Local #5022, a corporation and Robert C. Sinclair, File No. 253184, Volume 351, Page 242, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the Owners and Lessees of the minerals; Title to said interest not checked subsequent to date of aforesaid instrument.
8. 5' utility easement across the rear of subject property (Northerly side); 15' building line along the Westerly property line (as to Lot 1); and a 30' building line across the front of subject property (Southerly side), all as shown by the map or plat thereof recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.
9. Restrictive covenants filed for record under Clerk's File No. 37077, Deed Records of Nueces County, Texas.

## AS TO TRACT II ONLY:

1. Pipe line Right of Way claimed by Continental Pipe Line Company by deed from Continental Oil Company, dated December 30, 1939, recorded in Volume 255, Page 2, Deed Records of Nueces County, Texas.
2. Reservation oil Warranty Deed from Claude Eden and wife, Laura Eden, to A. H. Masiran, dated March 10, 1941, recorded in Volume 269, Page 71, Deed Records, Nueces County, Texas, of an easement for a gas line along the Eastern edge of subject property. (We note that in this same deed the grantors granted to the grantee therein an easement for gas line along the Eastern boundary line of the remaining unsold portion of lots 1, 2, and 3 of Ehlers Garden Tracts, which would have extended North from the NE corner of subject property.)
3. Reservation of all oil, gas, and other minerals by grantors in Warranty Deed dated April 25, 1972, filed March 8, 1972 from Lucille Vickers, a widow to Local Union 5022, United Steelworkers of America recorded under County Clerk's File No. 880592, Volume 1430, page 712, Deed Records of Nueces County, Texas. Together with all rights incident to the owners and lessees of the minerals. Title to said interest not checked subsequent to date of aforesaid instrument.
4. Oil, Gas and Mineral Lease dated September 7, 1977, filed March 28, 1978 from Lucille Vickers to Welton E. Cox, recorded under County Clerk's File NO. 85255, Volume 320, Page 511, Oil and Gas Records, Nueces County, Texas. Together with all rights incident to the owners and lessees of the minerals. Title to said interest not checked subsequent to date of aforesaid instrument.
5. Oil, Gas and Mineral Lease dated September 17, 1984, filed December 12, 1985 from Lucille Vickers, a widow to Somco Corp., recorded under County Clerk's File No. 467617, Volume 383, Page 314, Oil and Gas Records, Nueces County, Texas. Together with all rights incident to the owners and lessees of the minerals. Title to said interest not checked subsequent to date of aforesaid instrument.
6. 5' utility easement along the Southwest line of Lot; 10' utility easement across the rear of subject property; 20' building line across the front of subject property, as shown by map or plat thereof recorded in Volume 41, Page 188, Map Records of Nueces County, Texas.
7. Use Privilege Agreement dated \_\_\_\_\_, 1989, filed October 22, 1990 executed by the City of Corpus Christi to Javelina Company, a Texas General Partnership recorded under County Clerk's File No. 732591, Volume 2225, Page 988, Deed Records of Nueces County, Texas.

SIGNED FOR IDENTIFICATION:

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION LOCAL NO. 26By William C. Daron  
William C. DaronIts PresidentBy George M. Polinard  
George M. Polinard

Return to:  
San Jacinto Title (ST)

ROLL 431 PART 1014

VOL 2290 PAGE 872

FILED FOR RECORD  
SEP 11 4 24 PM '91

*Granada Nieves*  
COUNTY CLERK

GF 9/29-203MB  
Warranty Deed  
7722718

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

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

SEP 11 1991



*Granada Nieves*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

COMPAILED

159

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

VOL 2302 PAGE 166

FILED FOR RECORD  
OCT 9 11 47 AM '91

*Granada Nieves*  
COUNTY CLERK

*Delella*

775885

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

OCT 9 1991



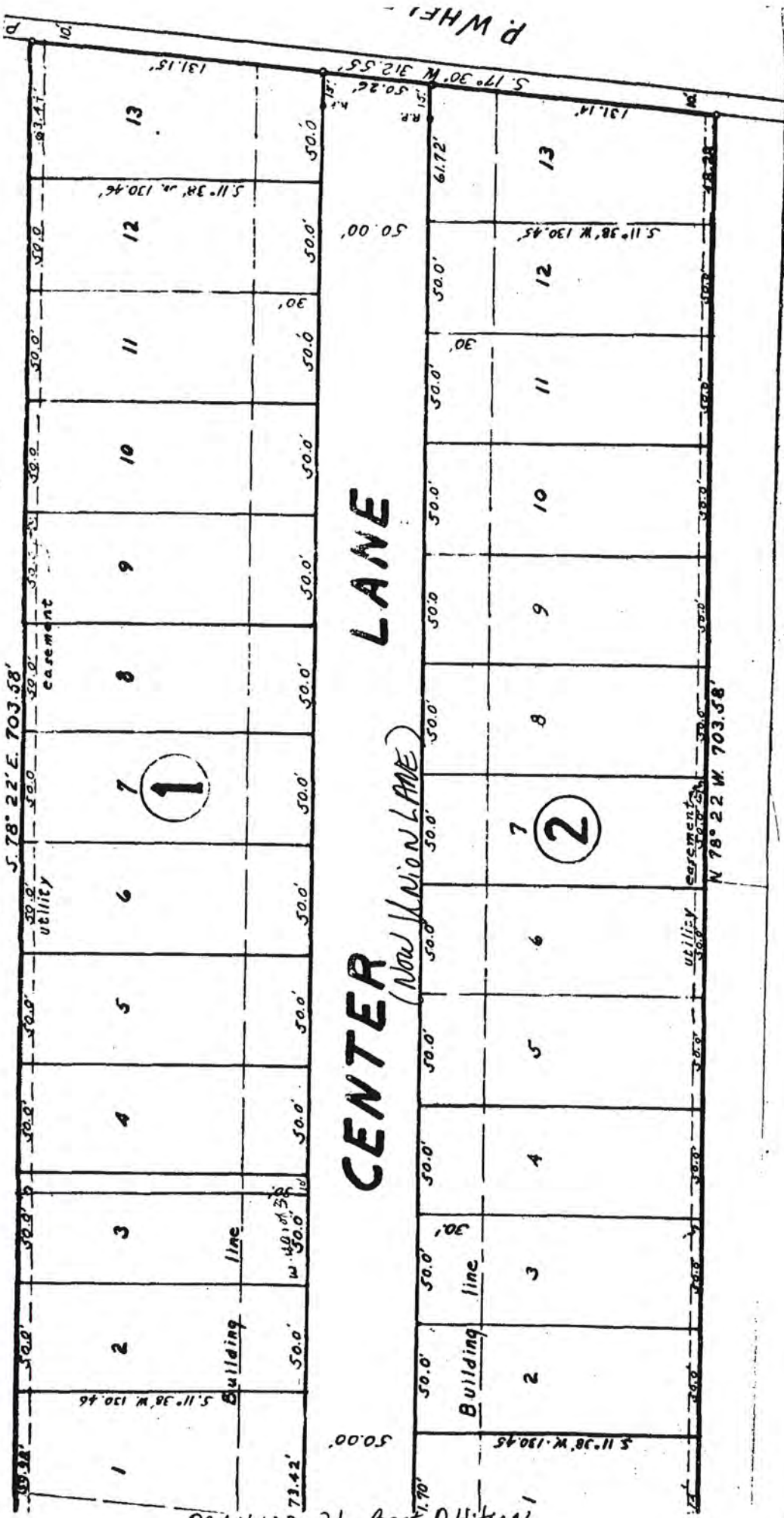
*Granada Nieves*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

COMPAILED

San Jacinto Title

1599/288

VOL 2302 PAGE 165

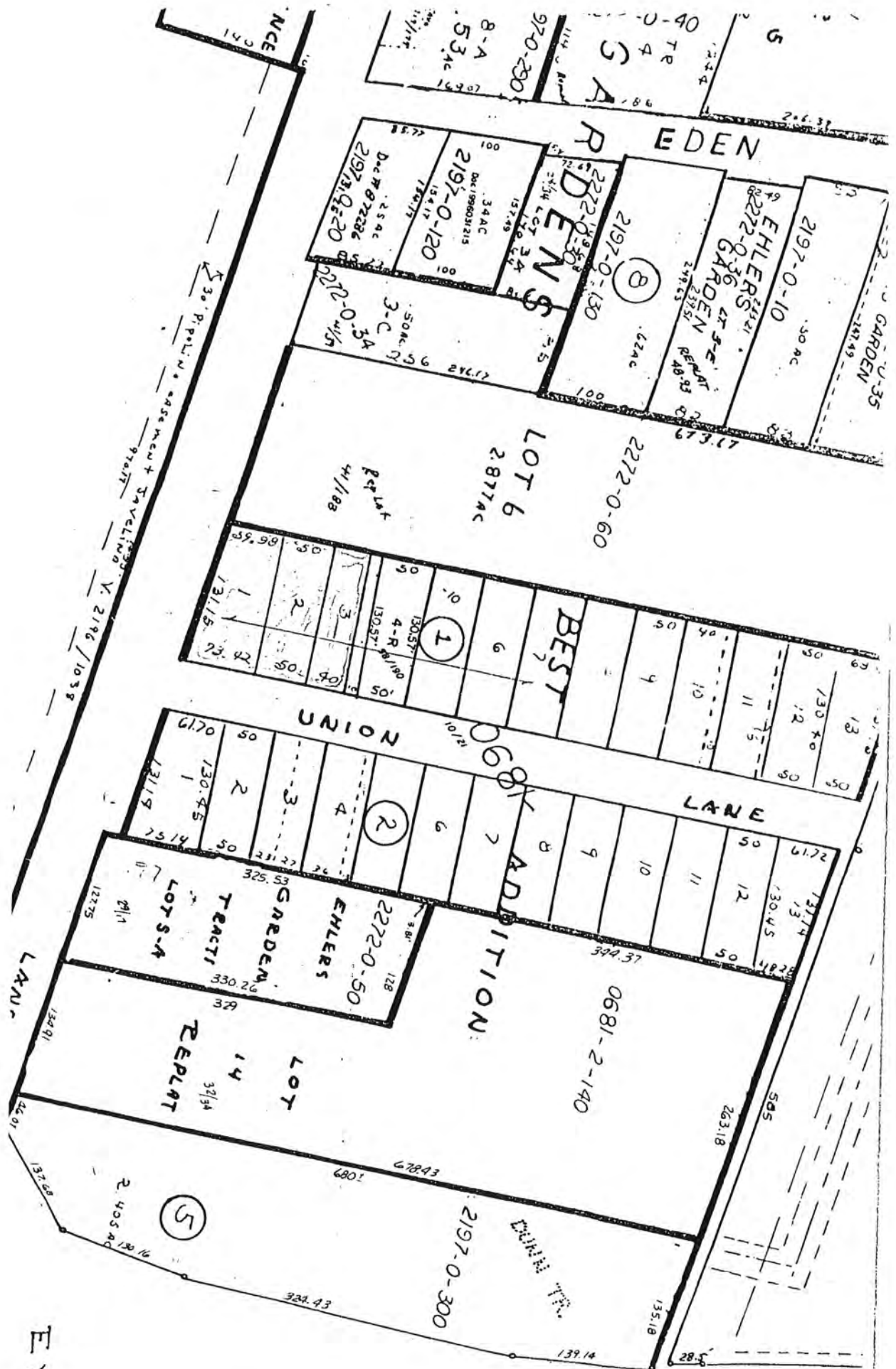


P W H E I -

**CENTER LANE**  
(Now Union Lane)

Plot V.10 Pa. 21 - Best Addition 1

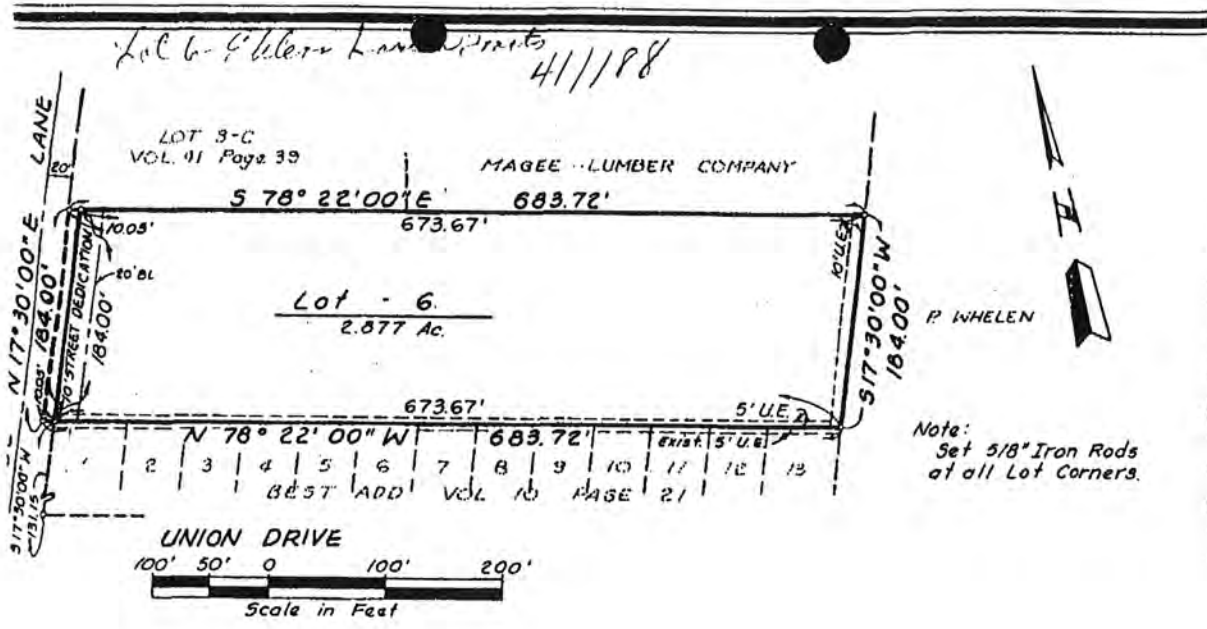
(TR. #25.3)



EX F

Map 41086-Appraisal District

(TR#253)



Note:  
Set 5/8" Iron Rods  
at all Lot Corners.

EXAS  
NUECES

UNITED STEEL WORKERS OF AMERICA, LOCAL 5022, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND WITHIN THE BOUNDARIES OF THE FOREGOING PLAT; SUBJECT TO A LIEN IN FAVOR OF FIRST STATE BANK OF TEXAS; THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN HEREON; THAT ALL STREETS AS HERETOFORE BEEN DEDICATED; THAT EASEMENTS AS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER; THAT IS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THE 22<sup>nd</sup> DAY OF April, 1976.

Raymond Cisneros  
RAYMOND CISNEROS - RECORDING SECRETARY

Tony Dominguez  
TONY DOMINGUEZ - PRESIDENT  
Valentine Elizondo, Jr.  
VALENTINE ELIZONDO, JR. - TREASURER

EXAS  
NUECES

TO ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TONY DOMINGUEZ, VALENTINE ELIZONDO, JR., AND RAYMOND CISNEROS, KNOWN TO ME TO BE THE PERSONS AND OFFICERS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

UNDER MY HAND AND SEAL OF OFFICE, THIS THE 22<sup>nd</sup> DAY OF April, 1976.  
Mary Lou Lewis  
NOTARY PUBLIC, IN AND FOR NUECES COUNTY, TEXAS

EXAS  
NUECES

FIRST STATE BANK OF CORPUS CHRISTI, HEREBY CERTIFY THAT WE ARE THE HOLDER OF A LIEN ON THE LAND WITHIN THE BOUNDARIES OF THE FOREGOING MAP, OF WHICH UNITED STEEL WORKERS OF AMERICA, LOCAL 5022, HEREBY CERTIFY, AND THAT WE APPROVE THE SUBDIVISION AND DEDICATION OF SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

FIRST STATE BANK OF CORPUS CHRISTI  
Bobby D. Skobaneczek

EXAS  
NUECES

TO ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Bobby D. Skobaneczek, FIRST STATE BANK OF CORPUS CHRISTI, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID FIRST STATE BANK OF CORPUS CHRISTI, AND THAT HE EXECUTED THE SAME AS THE ACT OF THE SAID FIRST STATE BANK OF CORPUS CHRISTI FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF April, 1976.  
Bobby D. Skobaneczek  
NOTARY PUBLIC IN AND FOR NUECES COUNTY, TEXAS

EXAS  
NUECES

CLARENCE R. HEITKAMP, REGISTERED PROFESSIONAL ENGINEER OF THE STATE OF TEXAS, HAS PREPARED THE FOREGOING PLAT FROM SURVEYS MADE ON THE GROUND. HIS FIRM, CLARENCE R. HEITKAMP & COMPANY HAS BEEN ENGAGED UNDER CONTRACT TO PREPARE THIS PLAT WITHOUT DELAY.

PLAT OF  
LOT 6  
EHLERS GARDEN TRACTS

BEING 2.877 ac., MORE OR LESS, BEING THE SOUTH 184' OF LOT 3, EHLERS GARDEN TRACTS, AS SHOWN IN VOL. 6, PAGE 33, NUECES COUNTY MAP RECORDS, NUECES COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF NUECES

THIS INSTRUMENT IS A  
DEVELOPMENT

THIS INSTRUMENT IS

STATE OF TEXAS  
COUNTY OF NUECES

THIS INSTRUMENT IS  
CORPUS CHRISTI  
WITH THE COUNTY

THIS INSTRUMENT IS

STATE OF TEXAS  
COUNTY OF NUECES

I, MARY LOU LEWIS,  
NOTARY PUBLIC,  
FOR RECORD IN  
17 DAY OF  
PAGE 188

WITNESS  
THE DAY AND

BY: [Signature]

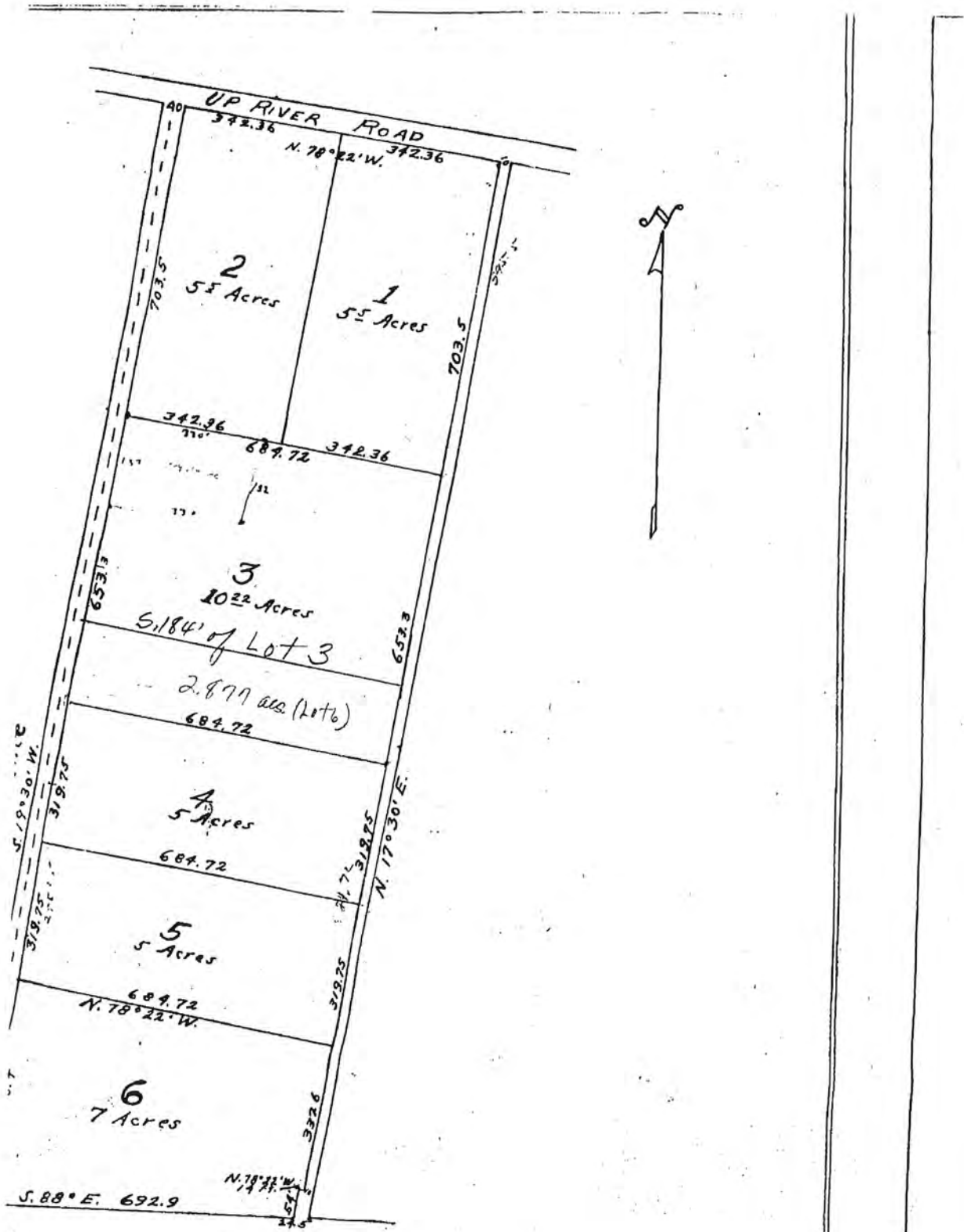
NO. 1

AT 9

MAR  
CLERK  
NUECES

BY: [Signature]

Plat of Lot 6 - Ehlers Garden Tracts v. 41, Pg. 88 (TR. #74)

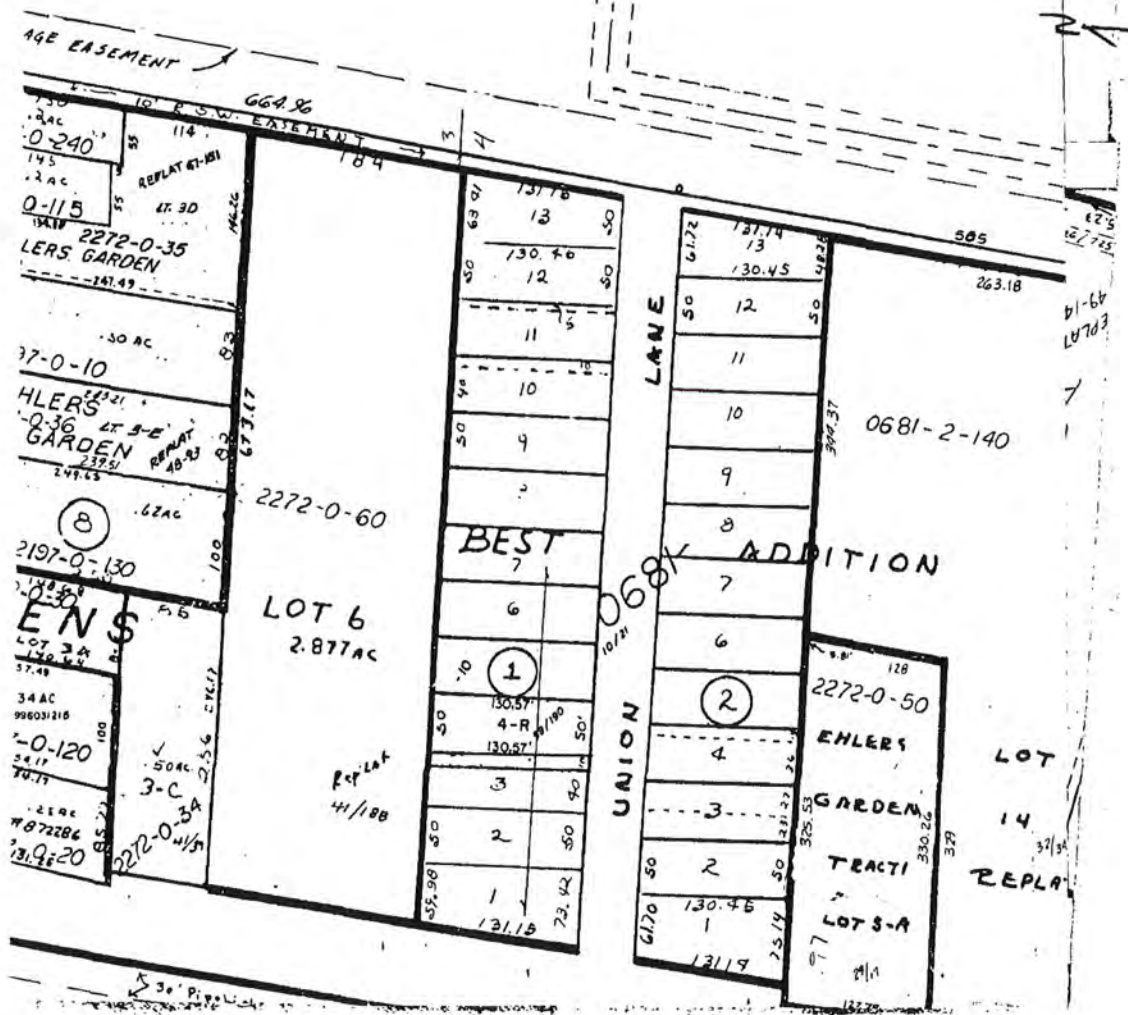


PLAT  
of  
EHLERS GARDEN TRACTS ~

U-100  
LINE ADDITION

1661-

CHAMPLIN PETRO. Co.  
35' PIPELINE EASEMENT



U/108G- MAP APPRAISAL DISTRICT (TR#74)



WARRANTY DEED

STATE OF TEXAS

\*

COUNTY OF NUECES

\* KNOW ALL MEN BY THESE PRESENTS:

\*

THAT, I, MARIE RACKLEY WARE, not joined by my husband because the property herein conveyed does not now nor has it ever constituted any part of our homestead, as Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

The East Ten Feet (E. 10') of Lot Three (3) and all of Lot Four (4), Block One (1), BEST ADDITION, an addition to the City of Corpus Christi, Nueces County, Texas, according to map or plat of said addition recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind herself, her heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1992, taxes for 1992 having been assumed by Grantee.

EXECUTED this 17 day of February, 1992.

Marie (Rackley) Ware  
Marie Rackley Ware

Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

STATE OF TEXAS \*  
COUNTY OF NUECES \*

This instrument was acknowledged before me on the 17<sup>th</sup> day of February, 1992, by **MARIE RACKLEY WARE**.



Michelle Lee Gonzalez  
Notary Public, State of Texas

VOL 2356 PAGE 341

2

d:/word/javeware.pm.rv

COMPARED

792985

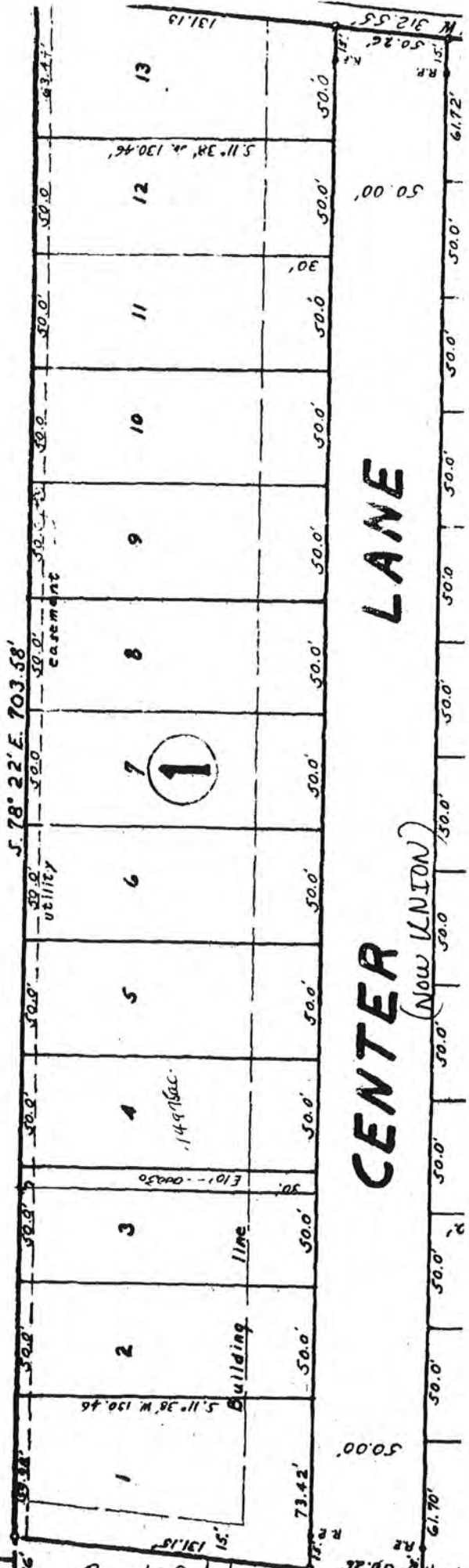
3

MAP OF  
**BEST ADDITION**  
 A SUBDIVISION OF A PORTION OF LOT 4  
**EHLERS GARDEN TRACTS**  
 NUECES COUNTY, TEXAS

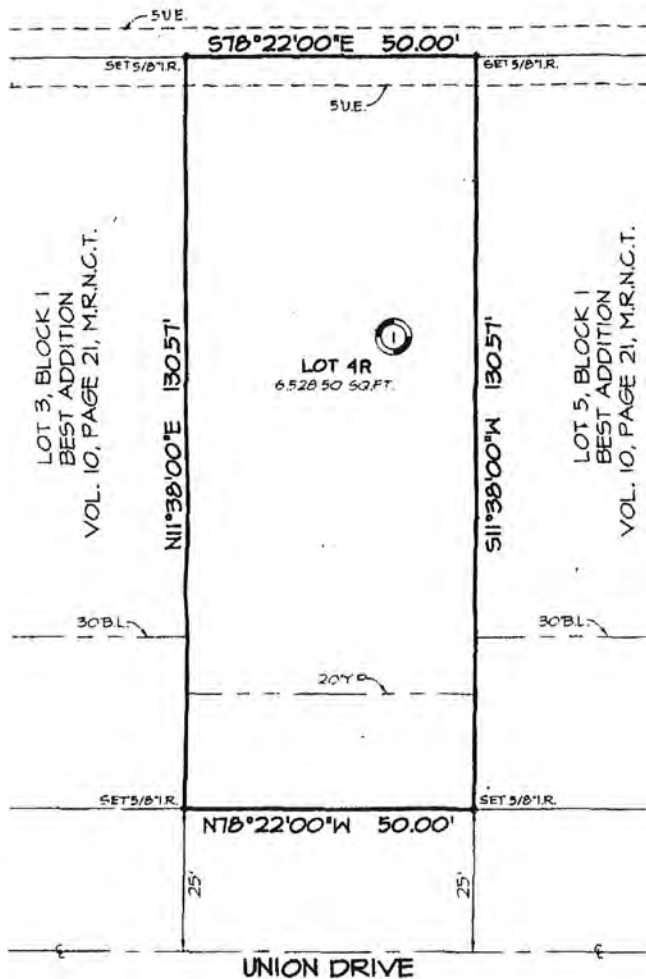
SURVEYED FOR H. H. JONES  
 BY BLUCHER ENGINEERING COMPANY  
 APRIL & MAY 1946

SCALE: 1 INCH = 50. FEET

A. N. MASIRA



LOT 6  
 EHLERS GARDEN TRACTS  
 VOL. 41, PG. 188, M.R.N.C.T.  
 (OWNER: JAVELINA COMPANY)  
 VOL. 2290, PG. 861, D.R.N.C.T.



AME  
 BE  
 BLOC

BEING AN AMENDING PL  
 A MAP OF WHICH IS RE  
 RECORDS OF NUECES C

- NOTES:
- 1.) TOTAL PLATTED
  - 2.) THE YARD REMAINING OF THE ZONING AS THE ZONING
  - 3.) BEARINGS BASED WHICH IS RECORDS OF NUECES COUNTY
  - 4.) THE RECEIVING IS THE CORPUS ARE NOT CLASIFIED AS AQUATIC LIFE



THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF NUECES COUNTY, TEXAS, ON

APRIL 8, 1998. THE SIGNATURE OF THE OWNER, JAVELINA COMPANY, MEANS, A TEXAS GENERAL PARTNERSHIP, HEREBY CERTIFY THAT IT IS THE OWNER OF THE LAND DESCRIBED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT; THAT IT HAS HAD SAID LANDS SURVEYED AND SUBDIVIDED AS SHOWN; THAT STREETS SHOWN ARE DEDICATED TO THE PUBLIC USE AND THAT EASEMENTS AS SHOWN ARE DEDICATED TO THE PUBLIC USE FOR THE INSTALLATION, OPERATION AND USE OF PUBLIC UTILITIES; AND THAT THIS MAP WAS MADE FOR THE PURPOSE OF RECORDATION AND DEDICATION.

ON THE 8 DAY OF April 19 98

JAVELINA COMPANY

*James Floodhart*  
 JAMES FLOODHART, VICE-PRESIDENT

STATE OF TEXAS  
 COUNTY OF NUECES

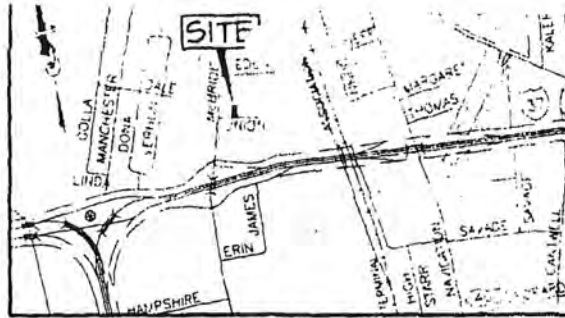
THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF NUECES COUNTY, TEXAS, ON APRIL 8, 1998, AT 10:00 AM, BY JAMES FLOODHART, AS VICE-PRESIDENT OF JAVELINA COMPANY.

*Amended Plat of  
 Best Addn.  
 Block 1, Lot 4R  
 V. 58 Pg. 170  
 Amendment of V. 10, Pg. 21*

Replat V. 58 Pg. 170

Re-plat of Lot 4(4R) Block 1

(TR.#25)



LOCATION MAP N.T.S.

1R  
BEST ADDITION, A  
PAGE 21, MAP

STATE OF TEXAS  
COUNTY OF NUECES

I, JUAN J. SALAZAR, REGISTERED PROFESSIONAL LAND SURVEYOR FOR URBAN ENGINEERING, HAVE PREPARED THE FOREGOING MAP FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF; I HAVE BEEN ENGAGED UNDER CONTRACT TO SET ALL LOT AND BLOCK CORNERS AS SHOWN HEREON AND TO COMPLETE SUCH OPERATIONS WITH DUE AND REASONABLE DILIGENCE CONSISTENT WITH SOUND PROFESSIONAL PRACTICE.

THIS THE 2<sup>nd</sup> DAY OF February 1998

Juan Salazar  
JUAN J. SALAZAR, R.P.L.S.  
TEXAS LICENSE NO. 4909



1/4 (50 FT.) OF LAND.  
REMENT  
CHANGE

STATE OF TEXAS  
COUNTY OF NUECES

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF ENGINEERING SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

ON A MAP OF  
RECORDS OF

FROM THIS PROPERTY  
RECEIVING WATERS,  
HAVING EXCEPTIONAL

\_\_\_\_\_  
P.H. SHACKELFORD, P.E.  
DIRECTOR OF ENGINEERING SERVICES/CITY ENGINEER

STATE OF TEXAS  
COUNTY OF NUECES

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE 4<sup>th</sup> DAY OF March 1998

Michael Gunning  
MICHAEL N. GUNNING  
DIRECTOR OF PLANNING

Richard O. Serna  
RICHARD O. SERNA  
CHAIRMAN  
98-033

40  
[Scale bar]

STATE OF TEXAS  
COUNTY OF NUECES

I, ERNEST BRIONES, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE 8 DAY OF April, 1998, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE 23 DAY OF April, 1998 AT 2:39 O'CLOCK P.M. AND DULY RECORDED THE 23 DAY OF April, 1998 AT 2:39 O'CLOCK P.M. IN SAID COUNTY IN VOLUME 58, PAGE 190, MAP RECORDS.

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

NO. 1998016845  
FILED FOR RECORD

AT 2:39 O'CLOCK P.  
April 23 1998

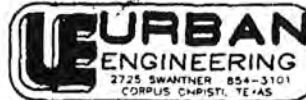
ERNEST BRIONES  
CLERK COUNTY COURT  
NUECES COUNTY, TEXAS

Ernest Briones  
ERNEST BRIONES, COUNTY CLERK  
NUECES COUNTY, TEXAS

BY Juanita Ramirez  
DEPUTY  
Juanita Ramirez



BY Juanita Ramirez  
DEPUTY  
Juanita Ramirez



DATE: 1-21-98  
SCALE: 1" = 20'  
JOB NO. 33516.98.01

Amending Plat of  
NAME OF PLAT: Best Addition  
Block 1, Lot 4R

OWNERS: Javelina Company

DATE: April 8, 1998

FILED BY: City of CC

RETURNED TO: City of CC

PLAT (MAP)

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 8/12/88

VOLUME 58 CABINET# 4  
PAGES 190 SLIDE# 350C

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas



Ernest M. Briones  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Doc# 1998016845  
# Pages: 1  
Date : 04-23-1998  
Time : 02:39:02 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 46.00



778613 /

WARRANTY DEED

STATE OF TEXAS

\*

COUNTY OF NUECES

\* KNOW ALL MEN BY THESE PRESENTS:  
\*

THAT, I, CHARLES C. SPEED, JR., a married man but not joined herein by my wife for the reason that the property herein conveyed does not now nor has it ever constituted any part of our homestead, as Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

Lots Eight (8), Nine (9), and the West Forty Feet (W. 40') of Lot Ten (10), Block One (1), BEST ADDITION, an addition to the City of Corpus Christi, Nueces County, Texas, according to map or plat of said addition recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its



successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1991, which have been prorated to this date.

EXECUTED this 30<sup>th</sup> day of October, 1991.

  
\_\_\_\_\_  
Charles C. Speed, Jr.


Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

STATE OF TEXAS \*  
\*  
COUNTY OF NUECES \*

This instrument was acknowledged before me on the 30<sup>th</sup>  
day of October, 1991, by CHARLES C. SPEED, JR.



  
\_\_\_\_\_  
Notary Public, State of Texas

WARRANTY DEED

FROM

CHARLES C. SPEED, JR.

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of REAL  
PROPERTY Nueces County, Texas on

COMPARED

OCT 30 1991



*Charles C. Speed, Jr.*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

d:/word/coastspd.pm.rv

COUNTY CLERK NUECES COUNTY TX

*Charles C. Speed, Jr.*  
OCT 30 11 31 AM '91

FILED FOR RECORD

778613

70072 W (above)

BILL OF SALE

THE STATE OF TEXAS {}  
 {}  
 COUNTY OF NUECES {}

KNOW ALL MEN BY THESE PRESENTS:

THAT JAVELINA COMPANY ("Seller"), a Texas general partnership, for and in consideration of the sum of \$900.00 paid by ("Buyer"), the receipt of which is hereby acknowledged, has bargained, sold and delivered, and by these presents does bargain, sell and deliver, all of Seller's right, title and interest in and to the following described personal property in Nueces County, Texas, to wit:

Improvements located on Lots 8 & 9, Block 1, of the Best Addition, Nueces County, Texas. Also known as 5418 Union Street.

Seller does hereby bind itself, its successors and assigns, to forever Warrant and Defend the title to the aforesaid property unto the said Buyer, his heirs, successors and assigns, against the lawful claim or claims of any and all persons whomsoever by, through or under it and not otherwise. SELLER DOES NOT IN ANY WAY WARRANT THE MERCHANTABILITY OF THE GOODS SOLD HEREBY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The goods conveyed hereby have been purchased by Buyer AS IS and WITH ALL FAULTS and no warranties of any kind are to be implied in this transaction.

Buyer hereby agrees to remove all of the above described personal property on or before May 30, 1992, time being of the essence. Failure of Buyer to timely remove the above described property shall result in the immediate termination of this agreement and the forfeiture of all consideration heretofore paid to Seller as liquidated damages. Buyer shall obtain all necessary permits and authorizations to the Seller prior to commencement of the removal of said personal property. Buyer shall remove all improvements from the premises, including without limitation, sidewalks, driveways, culverts, and foundations, and all debris shall be removed by Buyer.

Buyer agrees to pay any and all damages of every kind and nature suffered by Seller, its successors and assigns, caused by or rising in whole or in part out of Seller's or Buyer's negligence, strict liability or breach of any term or condition of this Bill of Sale occurring during Buyer's possession and removal of the above described personal property. Buyer further agrees to reimburse, indemnify and hold Seller, its agents, employees, partners, successors, and assigns harmless from any and all claims, demands, causes of action, liability, loss, damage or expense of every kind and nature, including but not limited to, attorney's fees and costs, which are caused (in whole or in part) by or arise out of Buyer's negligence, strict liability, breach of warranty, express or implied, or breach of any term or condition of this Bill of Sale, or any of Buyer's agents, contractors, employees, invitees or licensees, occurring during the possession and removal of the above described personal property. It is expressly understood and it is the intent of the parties hereto that Buyer's indemnity and hold harmless agreement extends to indemnification of Seller, its agents, employees, partners, successors and assigns, even if the

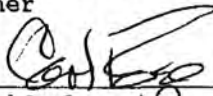
claims, demands, causes of actions, liabilities, losses, damages or expenses are caused or contributed in whole or in part by Seller's negligence or that of its agents, employees, partners, successors and assigns.

EXECUTED this 16 day of March, 1992.

SELLER:

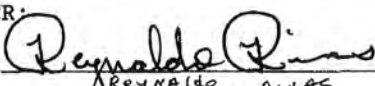
JAVELINA COMPANY  
A Texas General Partnership,

By COASTAL JAVELINA, INC.,  
A Partner

By:   
Carl Rose  
Title: SR VP  
Senior Vice President

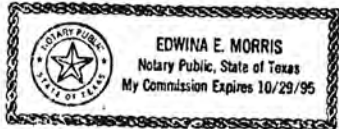


BUYER:

By:   
REYNALDO RIVAS  
Title: N/A

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28<sup>th</sup> day of April, 1992, by CARL ROSE, Senior Vice President, of COASTAL JAVELINA, INC. on behalf of JAVELINA COMPANY, a Texas general partnership, as the act and deed of Javelina Company.



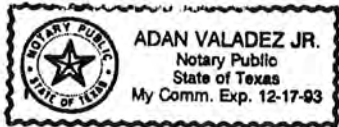
Edwina E. Morris  
Notary Public, State of Texas  
Edwina E. Morris  
Print Name

My Commission Expires:  
10/29/1995

FILED FOR RECORD  
DOC# 804967 \$9  
05-13-1992 02:44:33  
ERNEST M. BRIONES  
NUECES COUNTY

STATE OF TEXAS §  
COUNTY OF NUECES §

This instrument was acknowledged before me on the 16 day of March, 1992, by REYNALDO RIVAS



Adan Valadez Jr.  
Notary Public, State of Texas  
Adan Valadez Jr.  
Print Name  
Adan Valadez, Jr.

My Commission Expires:  
12-17-93

c RETURN TO: 700  
200 Joe Roggeman  
Right of Way Department  
Coastal Corporation  
Coastal Tower  
Nine Greenway Plaza  
Houston, Texas 77046

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

MAY 13 1992



Ernest M. Briones  
COUNTY CLERK  
NUECES COUNTY, TEXAS

DOC# 801890<sup>2 15 038</sup>

**RELEASE OF LIEN**

THE STATE OF TEXAS  
COUNTY OF Nueces

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Nueces, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of Thirty Thousand and No/100\*\*\*\*\* Dollars (\$30,000.00) dated October 10, 1988, executed by Charles C. Speed, Jr.

payable to the order of CORPUS CHRISTI NATIONAL BANK f/k/a MBANK CORPUS CHRISTI, N.A. more fully described in a Deed of Trust, duly recorded in Vol. 2299 page 251-258 of the Deed of Trust Records of Nueces County, Texas; said note being secured by Deed of Trust against the following described property, to-wit:

Lots Nos. Eight (8), Nine (9) and the West Forty Feet (W40') of Lots No. Ten (10), Block No. One (1), BEST ADDITION, an addition in the City of Corpus Christi, Texas as shown by map or plat thereof, recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

EXECUTED this 15th day of April, A.D. 1992

CORPUS CHRISTI NATIONAL BANK f/k/a MBANK CORPUS CHRISTI, N.A.  
*Larry Hale*  
LARRY HALE, SENIOR VICE PRESIDENT

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person ..... whose name ..... subscribed to the foregoing instrument, and acknowledged to me that ..... he ..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ..... day of ..... A.D. 19

.....  
Notary Public in and for ..... County, Texas.

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person ..... whose name ..... subscribed to the foregoing instrument, and acknowledged to me that ..... he ..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ..... day of ..... A.D. 19

.....  
Notary Public in and for ..... County, Texas.

RELEASE OF LIEN

Corpus Christi National Bank  
TO  
Charles Speed Jr.

PREPARED IN THE LAW OFFICE OF:

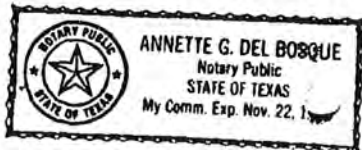
PLEASE RETURN TO:  
Nicolas Morris & Barron  
505 S. Water, Suite 545  
Corpus Christi TX 78401

(Corporate acknowledgment)

THE STATE OF TEXAS  
COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared Larry Hale Senior Vice President of Corpus Christi National Bank a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15th day of April, A.D. 1992



*Annette G. Del Bosque*  
Notary Public in and for ..... County, Texas.

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

APR 22 1992



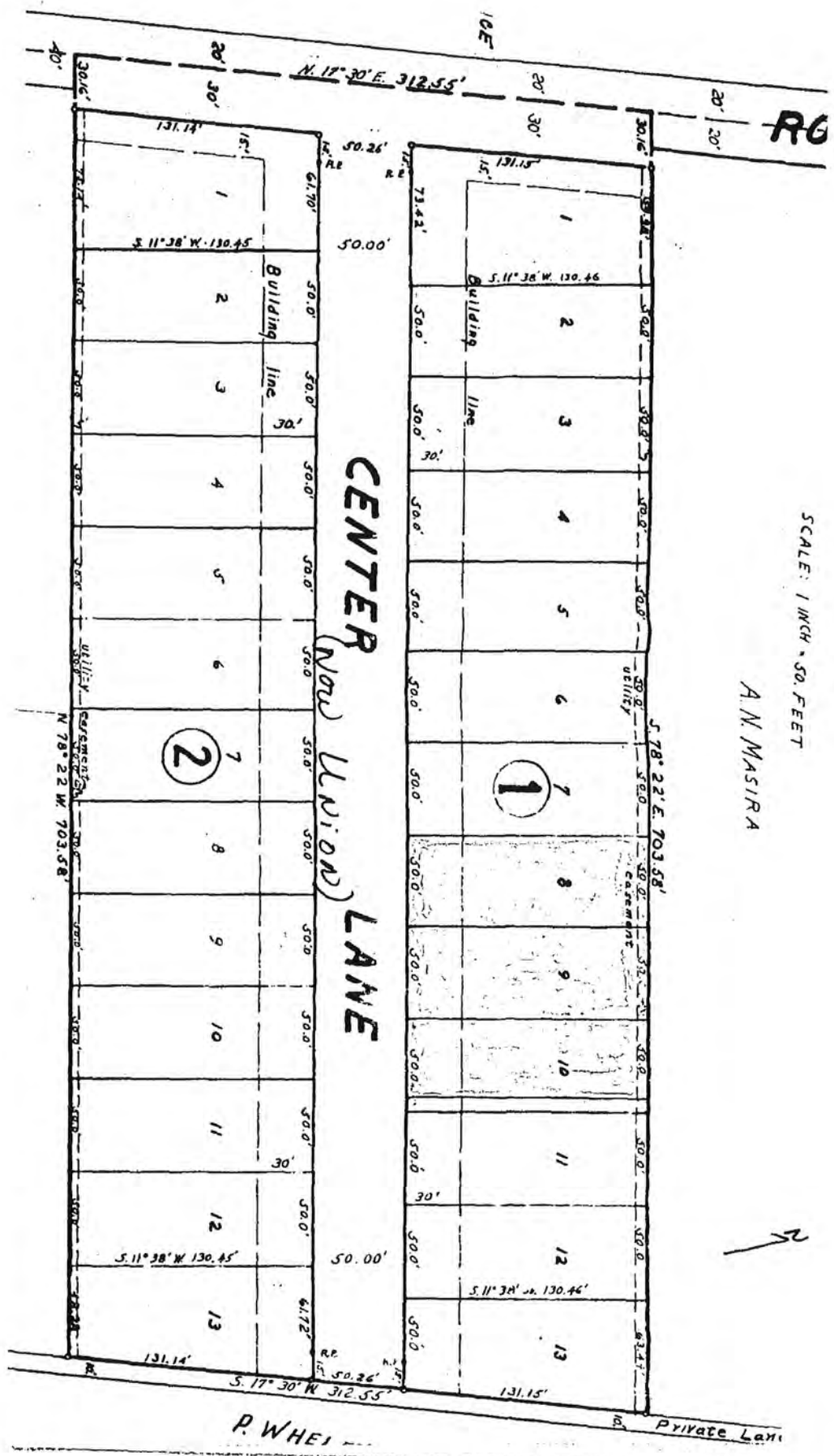
*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

FILED FOR RECORD  
DOC# 801890 \$9  
04-22-1992 01:19:49  
ERNEST M. BRIONES  
NUECES COUNTY

**NICOLAS, MORRIS & BARROW**  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, Texas 78401

C  
7<sup>00</sup> + 2<sup>00</sup>





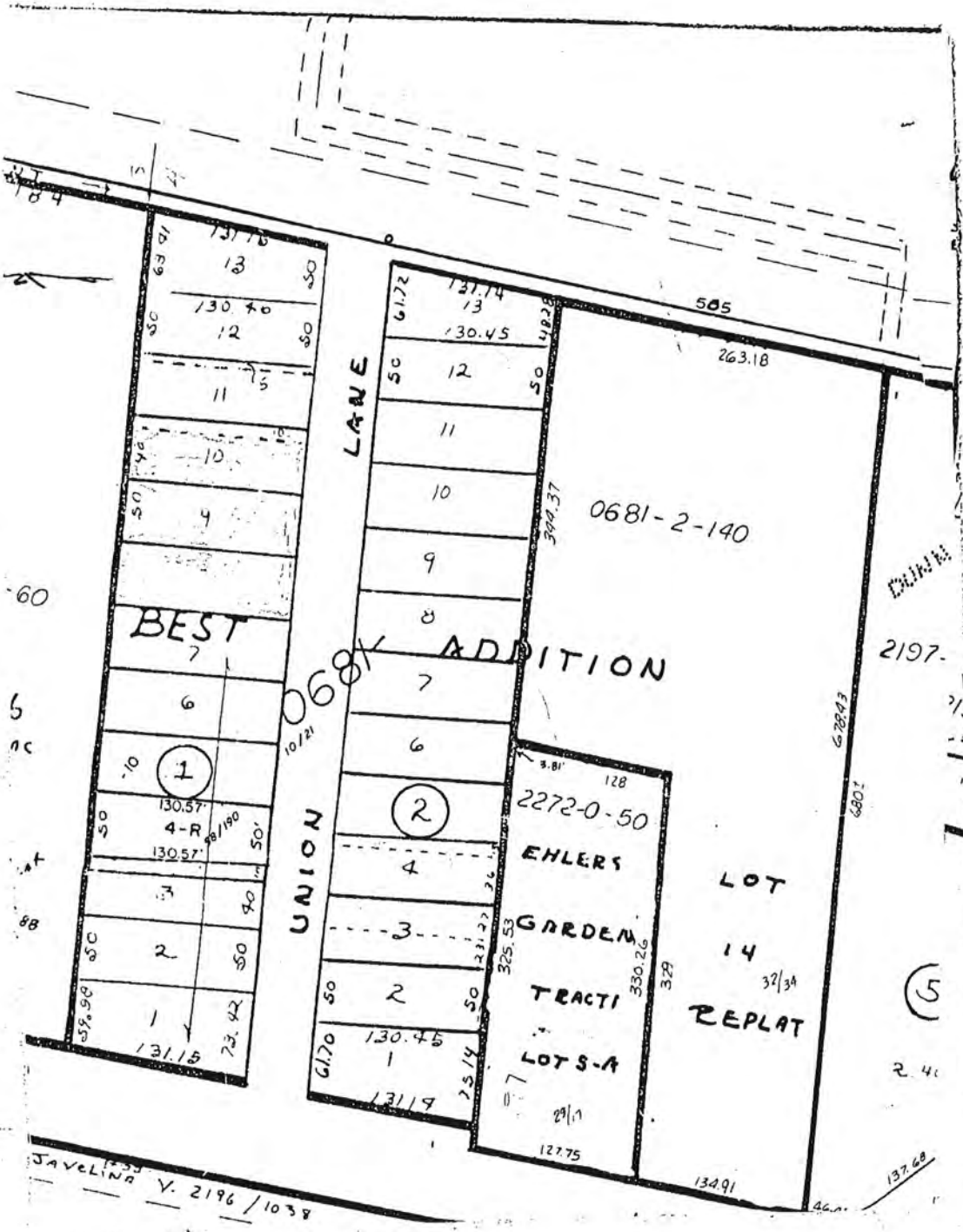
SCALE: 1 INCH = 50 FEET  
A. N. MASIRA

Plat U. 10, Pg. 21

BEST Addition

(TR #49)

U/108Q - MAP APPRAISAL DISTRICT  
 (72.#44)



JAVELINA V. 2196/1038

WARRANTY DEED

DATE: June 24, 1992

GRANTORS: Francisco Lopez and wife Irmalinda Lopez

**GRANTORS' MAILING ADDRESS**

(INCLUDING COUNTY): 161 Citrus Bay  
Pharr, Hidalgo County, Texas 78577

GRANTEE: Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS**

(INCLUDING COUNTY): Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

**CONSIDERATION:** The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY:**

Tract Number 12, Francisco Lopez, and wife Irmalinda Lopez; 5410 Union Street; Being the East Ten (10) feet of Lot 10 and the West Forty-Five (45) feet of Lot eleven (11), Block One, BEST ADDITION, a subdivision of the City of Corpus Christi, Nueces County, Texas as shown by map or plat thereof, recorded in Volume 10 at Page 21, Map Records of Nueces County, Texas.

**ENVIRONMENTAL WARRANTY:**

Grantors hereby represent and warrant to Grantee as follows:

- (a) That Grantors' occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantors' breach of this express warranty and Grantors understand and acknowledge that without this express warranty Grantee would not consummate this transaction.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) Deed restrictions for "Best Addition" recorded Volume 333, Page 156, Deed Records, Nueces County, Texas.
- (2) 5' utility easement across the rear of subject property; 30' building line across the front of subject property, as shown by map or plat thereof recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.
- (3) Any other easements, exceptions or reservations affecting these lands and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (4) Outstanding oil & gas leases; but only to the extent they are valid and in effect.
- (5) All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas, and the 1992 ad valorem taxes, which having been prorated are hereby assumed by the Grantee.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANT, SELL, and CONVEY** to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantors hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**IN WITNESS WHEREOF**, this instrument was executed at Corpus Christi, Texas, as of the date above written.

By: *Francisco Lopez*  
Francisco Lopez

By: *Irmalinda Lopez*  
Irmalinda Lopez

STATE OF TEXAS §  
                  Cameron §  
COUNTY OF ~~NUECES~~ §



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 24<sup>th</sup> day of June, 1992, by Francisco Lopez.

*Delina J. Rocha*  
Notary Public, State of Texas

STATE OF TEXAS §  
                  Cameron §  
COUNTY OF ~~NUECES~~ §



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 24<sup>th</sup> day of June, 1992, by Irmalinda Lopez.

*Delina J. Rocha*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

C  
700  
200

PM/egm  
C:\PM\DEED\lopez.174

**WARRANTY DEED**

**FROM**

**FRANCISCO LOPEZ and wife IRMALINDA LOPEZ**

**TO**

**JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP**

**FILED FOR RECORD  
DOC# 811521 \$9  
06-29-1992 04:01:41  
ERNEST M. BRIONES  
NUECES COUNTY**

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

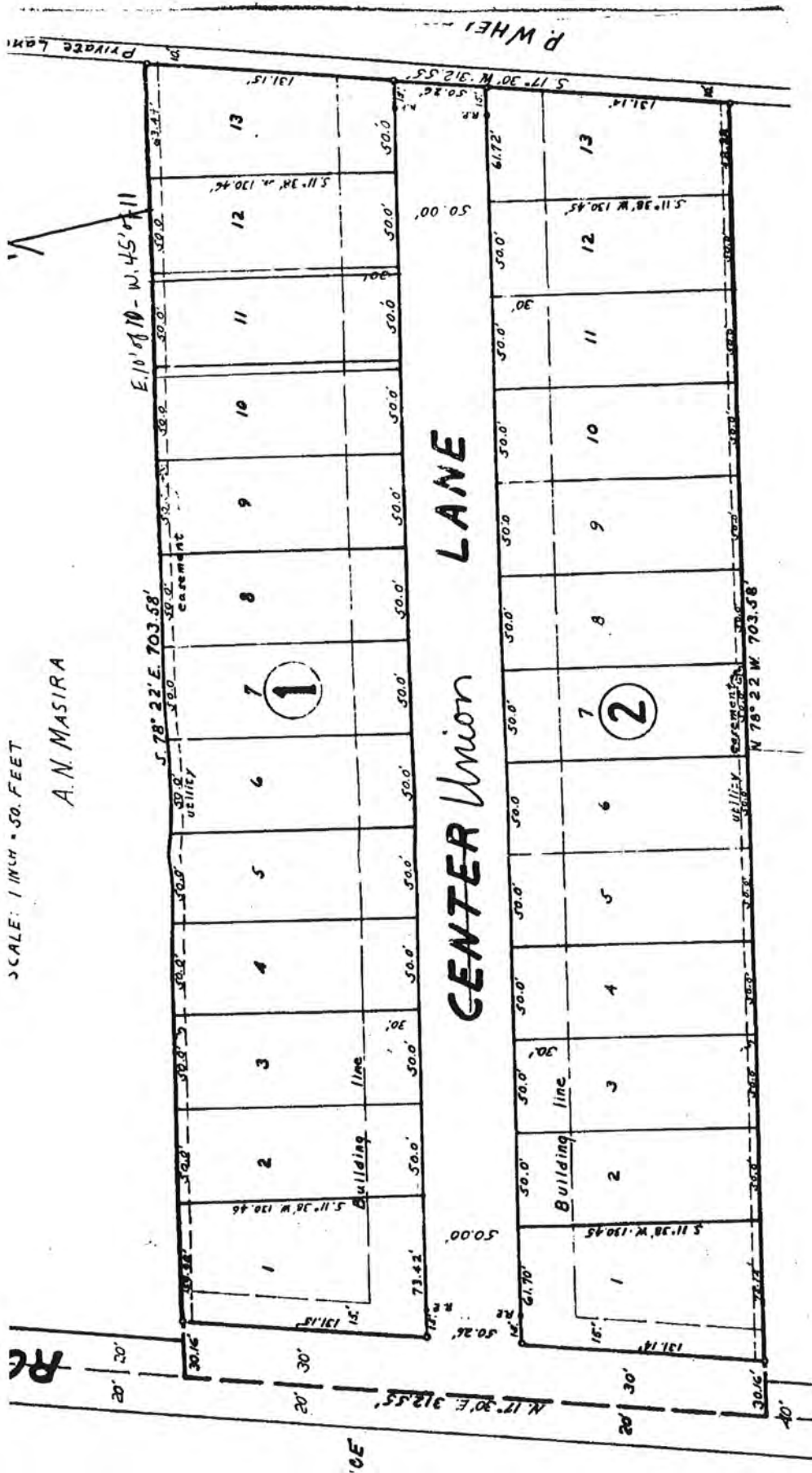
STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on

JUN 29 1992



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS



SCALE: 1 INCH = 50. FEET

A. N. MASIRA

PC

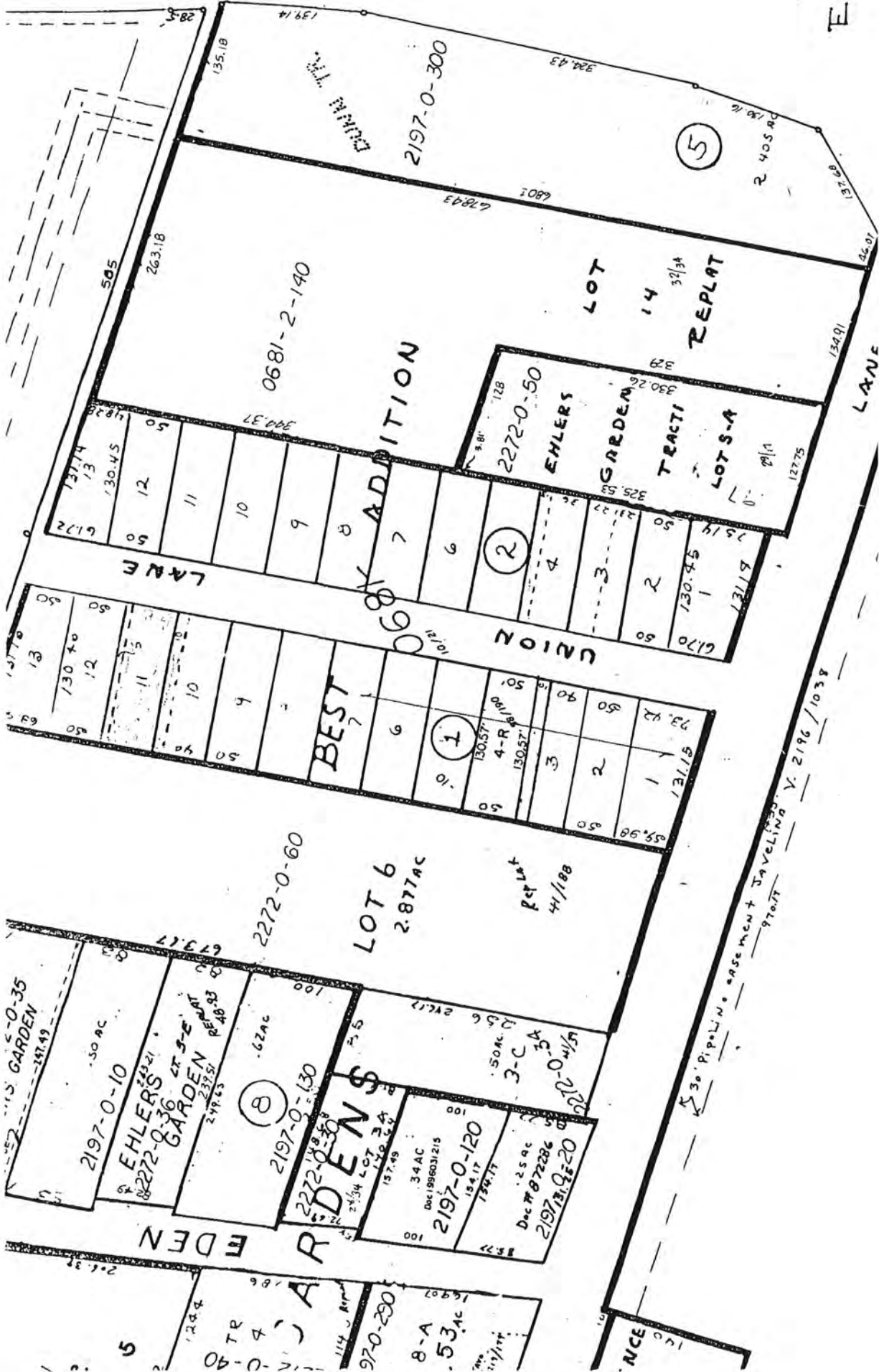
OE

P. WHEEL Private Lane

(TL33)

U/1086 - APPRAISAL DISTRICT MAP

EXP



(TL33)

U/1086 - APPRAISAL DISTRICT MAP

EXP

**WARRANTY DEED****DATE:** July 07, 1992**GRANTORS:** Jay Dean Peters, Cheryl D. Mulcahy, nee Peters, and William Cedric Peters.**GRANTORS' MAILING ADDRESS****(INCLUDING COUNTY):** 5406 Union Street  
Corpus Christi, Nueces County, Texas 78407**GRANTEE:** Javelina Company, a Texas General Partnership**GRANTEE'S MAILING ADDRESS****(INCLUDING COUNTY):** Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department**CONSIDERATION:** The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.**PROPERTY:**

The East Five (5) feet of Lot Eleven (11) and all of Lot Twelve (12), Block One (1), BEST ADDITION, a subdivision of the City of Corpus Christi, County of Nueces, State of Texas, as shown by the map or plat thereof, recorded in Volume 10 at Page 21 Map Records, Nueces County, Texas.

**ENVIRONMENTAL WARRANTY:**

Grantors hereby represent and warrant to Grantee as follows:

- (a) That Grantors' occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantors' breach of this express warranty and Grantors understand and acknowledge that without this express warranty Grantee would not consummate this transaction.



**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) There is reserved to the Grantors for the period of time hereafter stated, the right to occupy the property and improvements and use them for residential purposes, and to remove from the property the residence and other improvements located thereon. This option for occupancy and removal shall terminate One Hundred and Twenty (120) days from date of this deed. Failure of Grantors to exercise this option, or to thereafter remove all improvements within the specified time shall render this option null and void and the ownership of said improvements shall revert to the Grantee, who without notice, may sell, remove and/or demolish said improvements, as Grantee deems necessary. Grantors during the option period shall be solely responsible for all damages, including vandalism, fire, wind, blowing rain, falling debris, or any other damage to said improvements or the property of others of whatever kind and nature occurring to said property. Grantors shall save and hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and damages to persons or property, including costs and attorney's fees, incident to or in any manner resulting from Grantors's performance of their rights, duties and obligations under this Warranty Deed, and caused by the willful acts, or sole and/or concurrent negligence of Grantors, or Grantors' agents, employees, or licensees. Grantors further covenant and agree that they will comply with all municipal ordinances of the City of Corpus Christi, including environmental permits and requirements, and shall secure any required moving or demolition permits. In connection with Grantors' possession of the improvements, Grantors agree that until the earlier of one hundred and twenty (120) days from date hereof, or such time as the improvements are removed from the property, Grantors shall keep in full force a liability insurance policy in the amount of \$100,000.00 per person, \$300,000.00 per incident and \$50,000.00 property damage, and said policy naming Grantee as additional insured.
- (2) Deed restrictions for "Best Addition" recorded Volume 333, Page 156, Deed Records, Nueces County, Texas.
- (3) 5' utility easement across the rear of subject property; 30' building line across the front of subject property, as shown by map or plat thereof recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.
- (4) Any other easements, exceptions or reservations affecting these lands and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (5) Outstanding oil & gas leases; but only to the extent they are valid and in effect.
- (6) All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas, and the 1992 ad valorem taxes, which having been prorated are hereby assumed by the Grantee.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANT, SELL, and CONVEY** to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantors hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument was executed at Corpus Christi, Texas, as of the date above written.

Jay Dean Peters  
Jay Dean Peters

Cheryl D. Mulcahy  
Cheryl D. Mulcahy

William Cedric Peters  
William Cedric Peters

STATE OF TEXAS     §  
                                  §  
COUNTY OF           §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 10<sup>th</sup> day of July, 1992, by Jay Dean Peters.



Michelle Lee Gonzalez  
Notary Public, State of Texas  
Michelle Lee Gonzalez  
Printed Name  
My Commission Expires: NOV. 20, 1995

STATE OF TEXAS     §  
                                  §  
COUNTY OF           §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 10<sup>th</sup> day of July, 1992, by Cheryl D. Mulcahy.



Michelle Lee Gonzalez  
Notary Public, State of Texas  
Michelle Lee Gonzalez  
Printed Name  
My Commission Expires: NOV. 20, 1995

STATE OF TEXAS     §  
                                  §  
COUNTY OF           §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 10<sup>th</sup> day of July, 1992, by William Cedric Peters.



Michelle Lee Gonzalez  
Notary Public, State of Texas  
Michelle Lee Gonzalez  
Printed Name  
My Commission Expires: NOV. 20, 1995

AFTER RECORDING RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

PM/egm  
C:\PM\DEED\PETERS

**WARRANTY DEED**  
**FROM**  
**JAY DEAN PETERS, ET AL**  
**TO**  
**JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP**

**FILED FOR RECORD**  
**DOC# 812546 \$11**  
**07-07-1992 01:26:53**  
**ERNEST M. BRIONES**  
**NUECES COUNTY**

Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of  
Nueces County, Texas on

JUL 7 1992



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

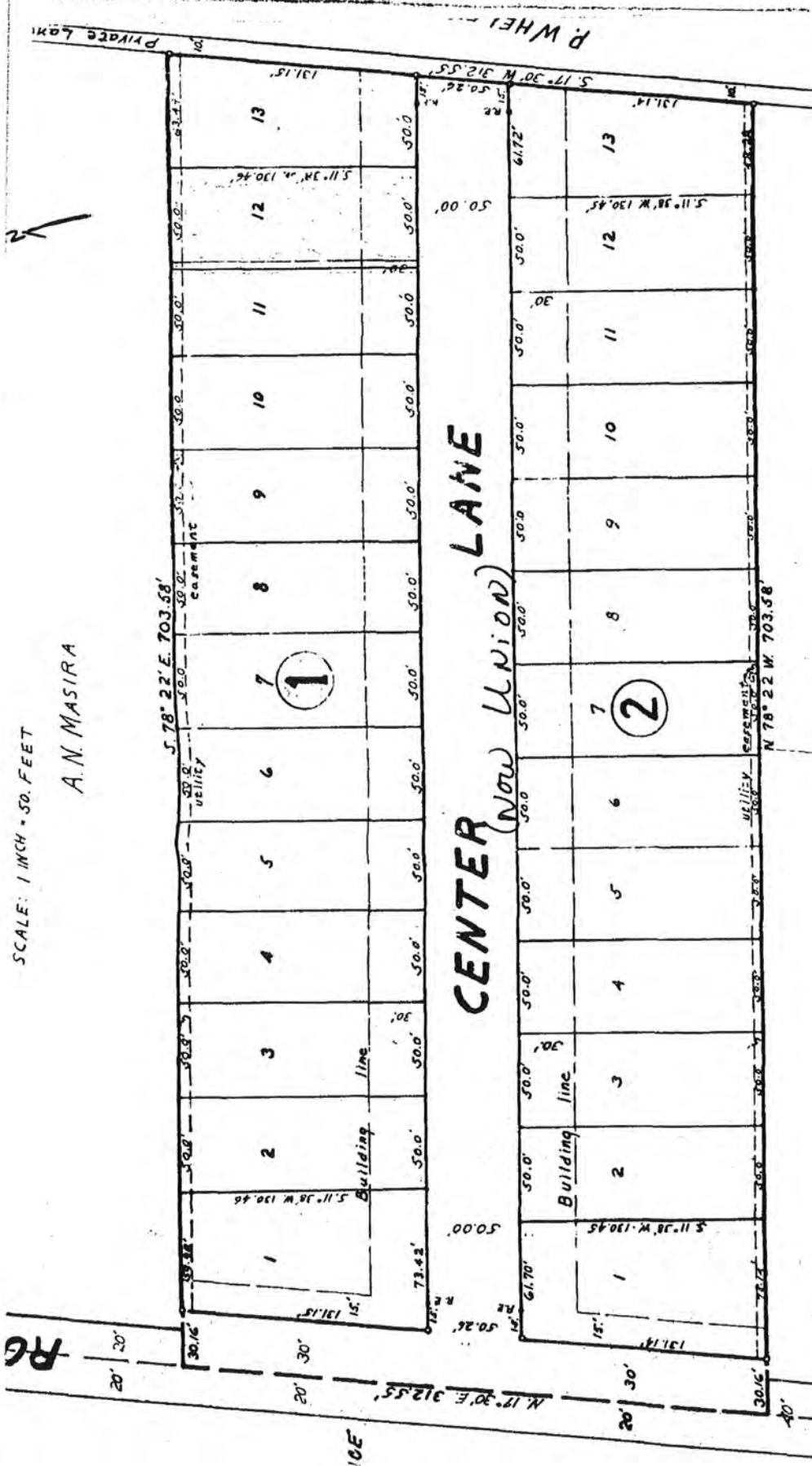
*900 above  
200*

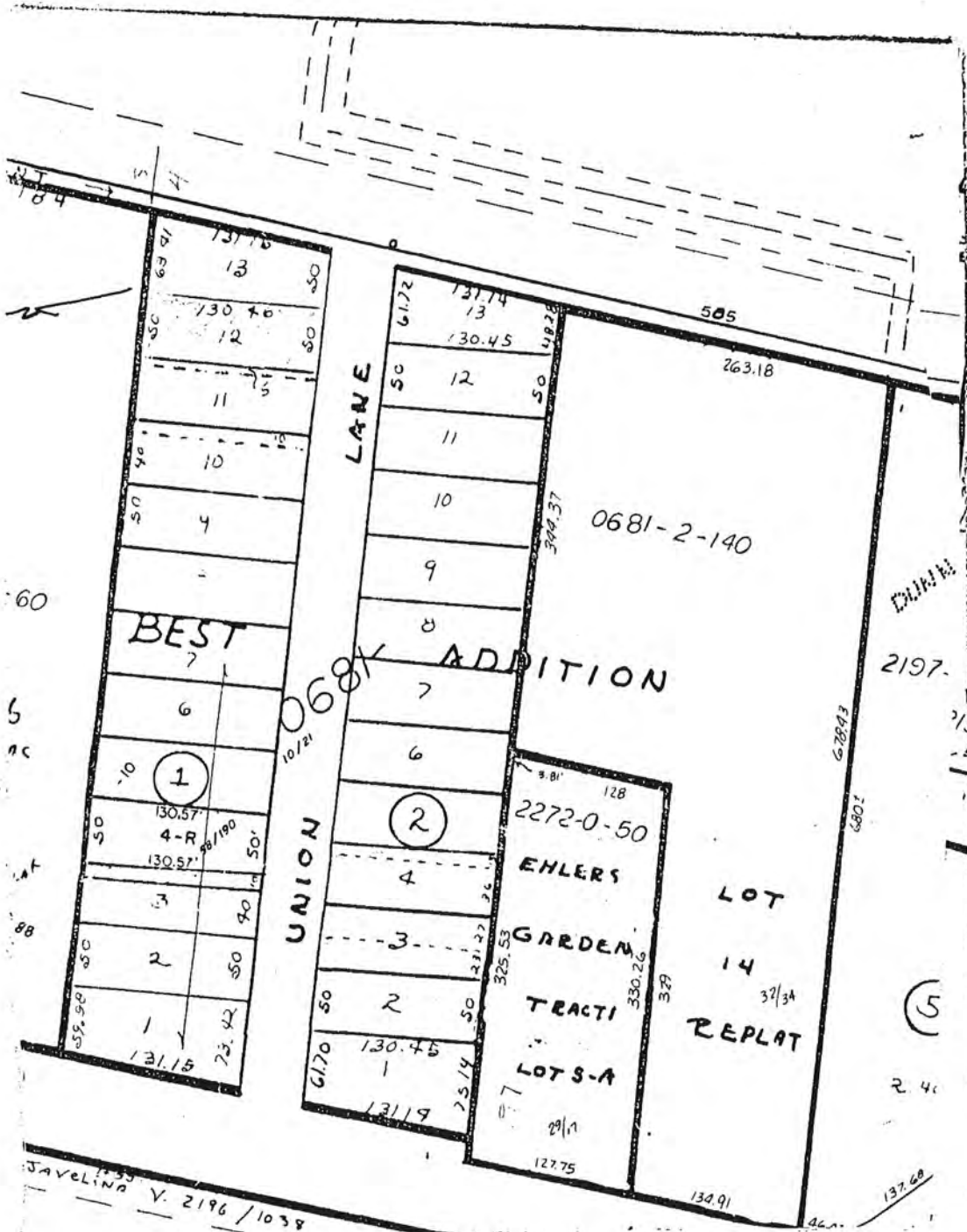
SCALE: 1 INCH = 50. FEET

A. N. MASIRA



Plot 10 Pg. 21  
BEST Addition  
(TR.#50)





765190

ROLL 421 PAGE 1395

WARRANTY DEED

DATE: May 16, 1991

GRANTOR: MILLICENT MARGARET ROBISON BUETTNER

GRANTOR'S

MAILING ADDRESS: 135 West Belleview #308  
Englewood, Colorado 80110  
Arapahoe County

GRANTEE: JAVELINA COMPANY, a Texas General Partnership

GRANTEES'

MAILING ADDRESS: Nine Greenway Plaza  
Houston, Texas 77046  
Attn: Right of Way Department  
Harris County

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot 13, Block 1, Best Addition, An Addition to the City of Corpus Christi, Nueces County, Texas, recorded in Volume 10, Page 21A; Map Records of Nueces County, Texas.

GRANTOR, for the consideration stated, GRANTS, SELLS and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind herself, her heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto the said JAVELINA COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF this instrument was executed at Englewood, Colorado, as of the date above written.

*Millicent Margaret Robison Buettner*  
Millicent Margaret Robison Buettner

THE STATE OF COLORADO \*

COUNTY OF DeSapahue \*

This instrument was acknowledged before me on the 16<sup>th</sup> day of May, 1991, by MILLICENT MARGARET ROBISON BUETTNER.



Rosalie Cruickshank  
Notary Public  
State of Colorado

After recording return to:

NICOLAS, MORRIS & BARROW  
505 S. Water, Suite 545  
Corpus Christi, TX 78401

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

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

JUL 19 1991



Brooks Hoover  
COUNTY CLERK  
NUECES COUNTY, TEXAS

300  
word\pm\javlina.pm.jpt

Brooks Hoover  
COUNTY CLERK NUECES COUNTY TX

FILED FOR RECORD  
JUL 19 4 06 PM '91

COMPARED

765190 ✓

(77) #51

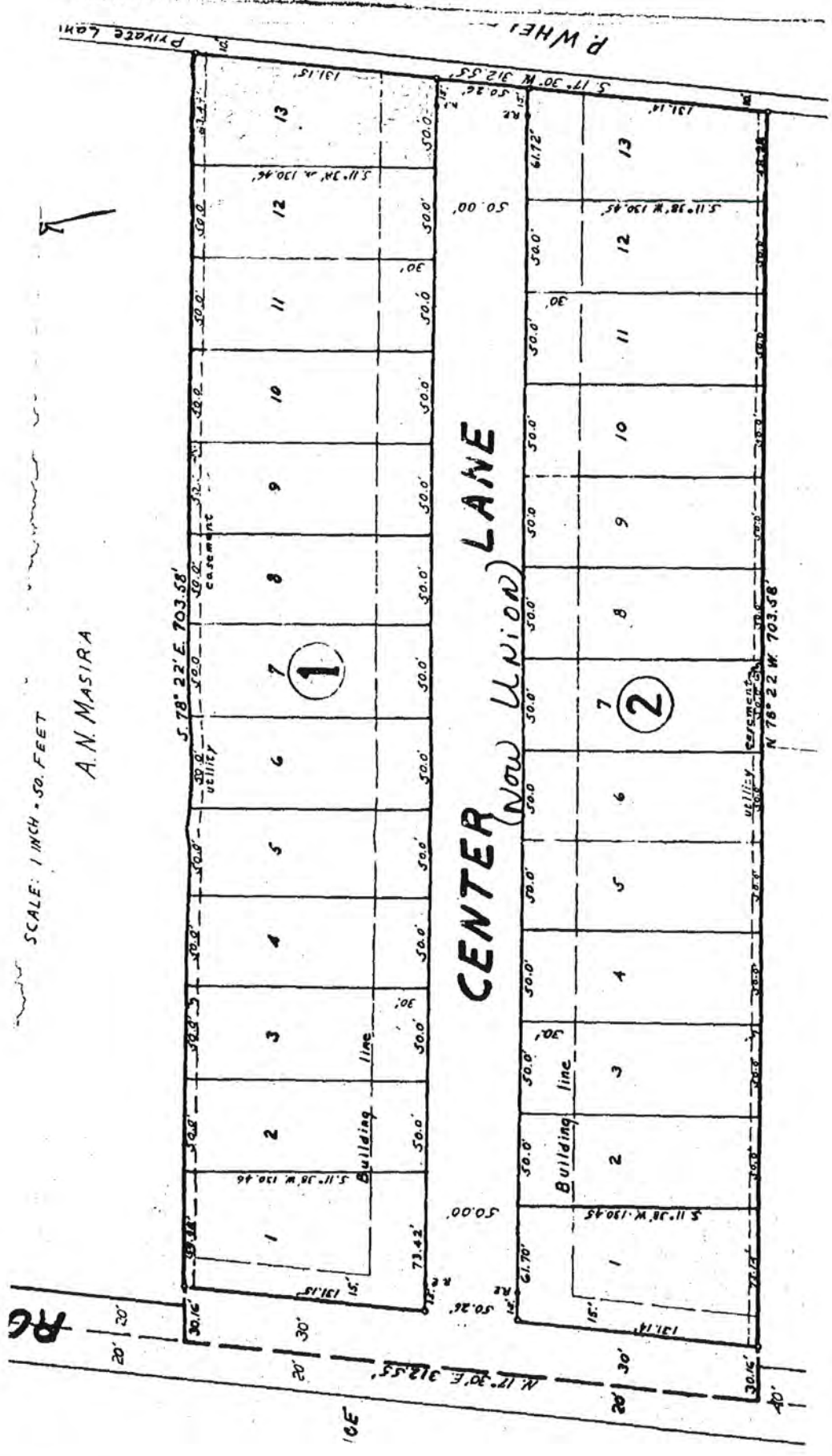
BEST ADDITION

PLAT. 10 PG. 21

SCALE: 1 INCH = 50 FEET

A. N. MASIRA

RG



CENTER LANE (NOW UNION)

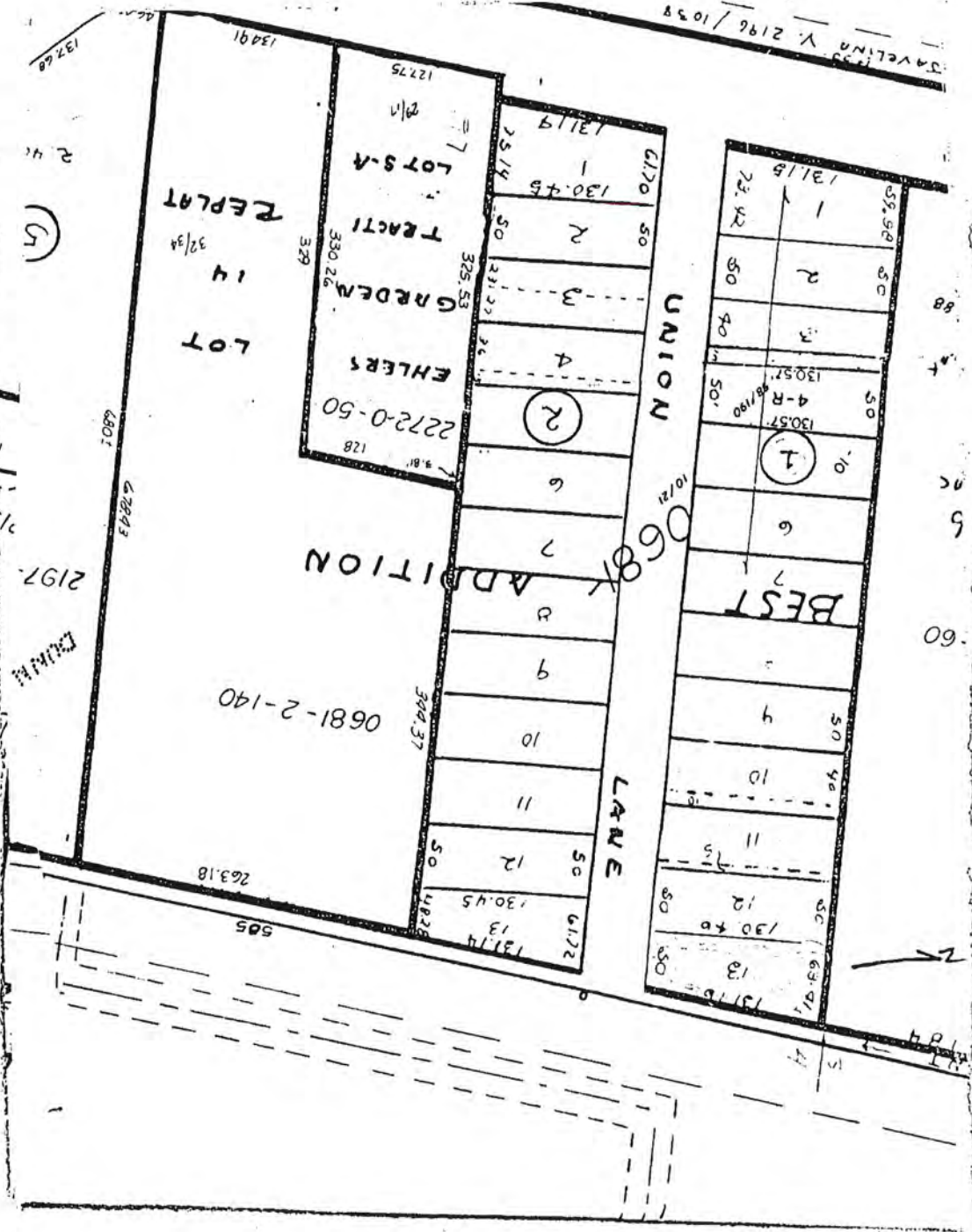
1

2

ICE







## WARRANTY DEED

**DATE:** September 2, 1993  
**GRANTORS:** D. J. Shield, also known as Danny J. Shields, and wife, Lori Shields  
**DOC# 873142**

**GRANTORS' MAILING ADDRESS**  
**(INCLUDING COUNTY):** 5429 Eden Lane  
Corpus Christi, Nueces County, Texas 78407

**GRANTEE:** Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS**  
**(INCLUDING COUNTY):** Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

**CONSIDERATION:** The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### **PROPERTY:**

Being a portion o Lot Three (3), EHLERS GARDEN TRACTS, in Nueces County, Texas, according to map or plat recorded in Volume 6, Page 33, Map records of Nueces County, Texas, and being described by metes and bounds as follows:

COMMENCING at the point of intersection of the S. Boundary line of Lot 3 and the E. boundary line of a 40 ft. public road along the W. side of Lot 3, said road being now commonly known and called "McBride Lane" THENCE, N. 19 deg. 30' E. along the said E. boundary line of McBride Lane, a distance of 269 ft. to a point in the NW corner of the certain tract of land conveyed by Claude Eden and wife, Laura Eden, to Jack Eden by deed dated March 19, 1943, recorded in Vol. 291, Page 51, Deed Records of Nueces County, Texas, being the SW corner of this tract and point of beginning; THENCE, N. 19 deg. 30' E. continuing along the E. boundary of McBride Lane for a distance of 151.25 ft. to a ½ inch iron pipe at the intersection of the E. Right of way line of McBride Lane and the S. right of way line of Eden Lane for the NW corner of this tract; THENCE, S. 78 deg. 34' E. along the S. right of way line of Eden Lane for a distance of 85.77 ft; to a 5/8 inch iron rod for the NE corner of this tract; THENCE, S. 19 deg. 39' W. for a distance of 154.17 ft. to a 5/8 inch iron rod in the N. line of the aforementioned Jack Eden Tract for the SE corner of this tract; THENCE, N. 76 deg. 39' W. along the N. line of the Jack Eden Tract for a distance of 85 ft. TO THE POINT OF BEGINNING, together with all improvements thereon, and also know as 5429 Eden Lane.

### **ENVIRONMENTAL WARRANTY:**

Grantor hereby represents and warrants to Grantee as follows:

- (a) That Grantor's occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.

- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantor's breach of this express warranty and Grantor understands and acknowledges that without this express warranty Grantee would not consummate this transaction.


**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) There is reserved to the Grantors the right to remain on and occupy premises herein conveyed for a period of 30 days after execution of this deed. During the period of occupancy reserved by Grantors, Grantors shall be solely responsible for all damages, including vandalism, fire, wind, blowing rain, falling debris, or any other damage to said improvements or the property of others of whatever kind and nature occurring to said property. Grantors shall save and hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and damages to persons or property, including costs and attorney's fees, incident to or in any manner resulting from Grantor's performance of their rights, duties and obligations under this Warranty Deed, and caused by the willful acts, or sole and/or concurrent negligence of Grantors, or Grantor's agents, employees, or licensees.
- (2) Any easements, exceptions or reservations affecting this property and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (3) All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANTS, SELLS, and CONVEYS** to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns forever; and Grantors hereby binds themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**IN WITNESS WHEREOF**, this instrument was executed at Corpus Christi, Texas, as of the date above written.

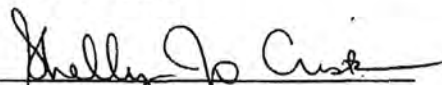
  
 \_\_\_\_\_  
 D. J. Shields

  
 \_\_\_\_\_  
 Lori Shields

STATE OF TEXAS       §  
                                   §  
 COUNTY OF NUECES   §



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 2<sup>nd</sup> day of September 1993, by D. J. SHIELDS and LORI SHIELDS.

  
 \_\_\_\_\_  
 Notary Public, State of Texas

AFTER RECORDING  
 RETURN TO:

**NICOLAS, MORRIS & BARROW**  
 505 S. Water Street, Suite 545  
 Corpus Christi, TX 78401  
 512/883-6341

PREPARED IN THE  
 LAW OFFICE OF:

**NICOLAS, MORRIS & BARROW**  
 505 S. Water St., Ste. 545  
 Corpus Christi, TX 78401  
 512/883-6341

**WARRANTY DEED**

**FROM**

**D. J. SHIELDS**

**AND**

**LORI SHIELDS**

**TO**

**JAVELINA COMPANY, A TEXAS**

**FILED FOR RECORD  
GENERAL PARTNERSHIP  
09-03-1993 03:12:57  
ERNEST M. BRIONES  
NUECES COUNTY**

*Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.*

**FILED FOR RECORD  
DOC# 873142 \$10  
09-03-1993 03:12:57  
ERNEST M. BRIONES  
NUECES COUNTY**

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on

SEP 3 1993



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

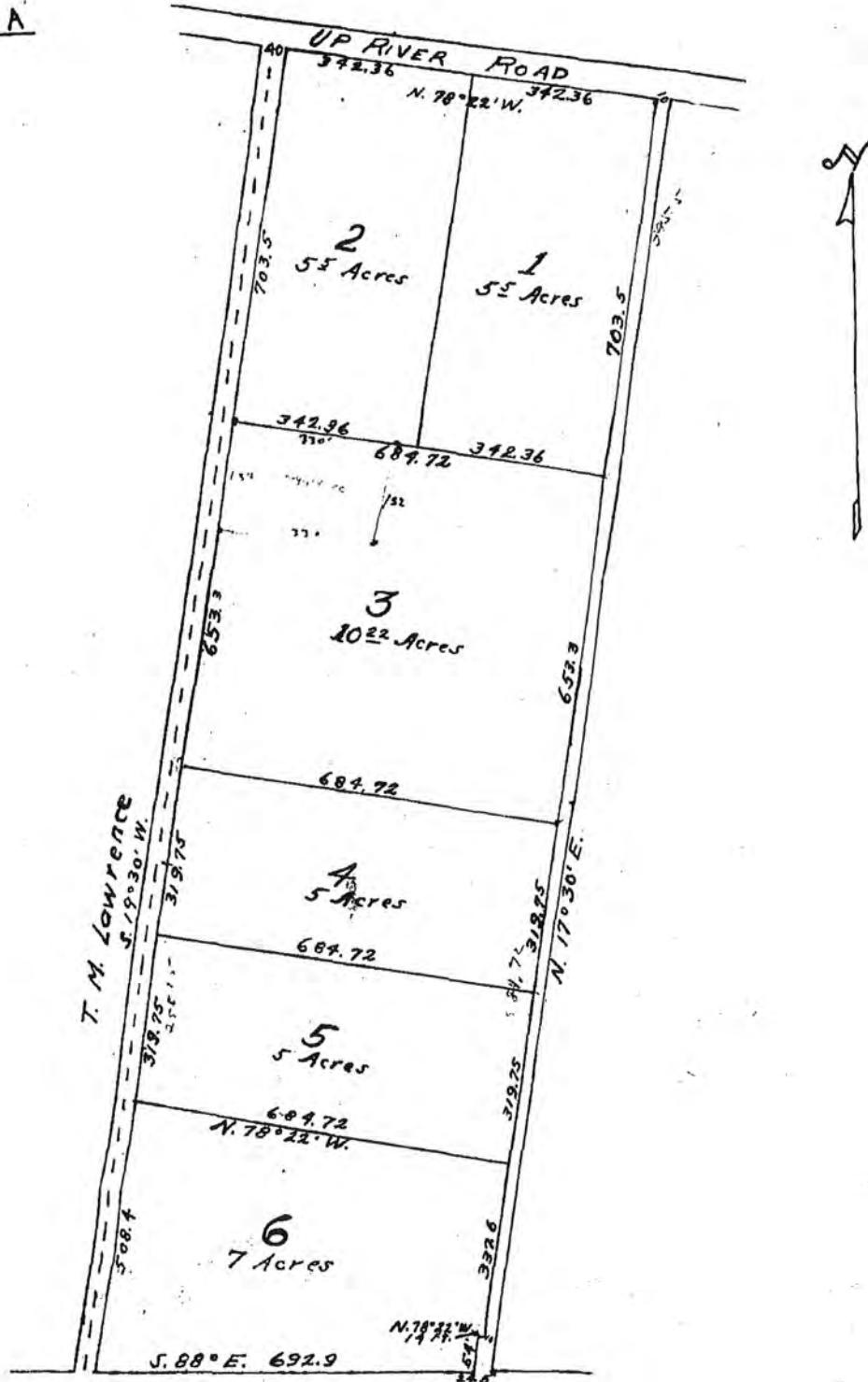
7/3

(page 2)

c:\pm\deeds\shields\my

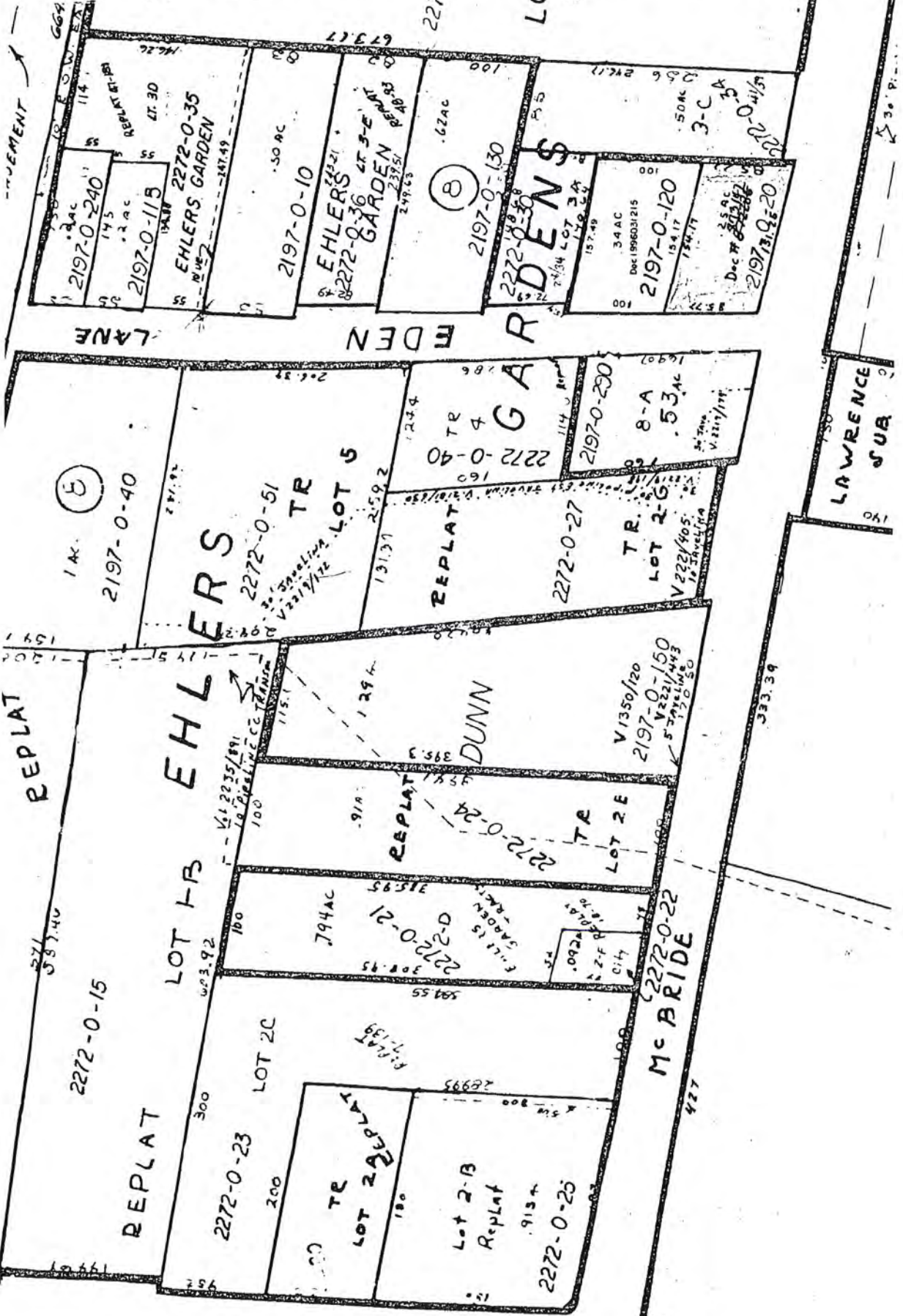
(Cross Section Tracts) Plat 6/33

EXHIBIT A



PLAT  
of

W/108G - AP PRATISAL DISTRICT MAP (TPTM)



UPRIVER

LAWRENCE SUB

**WARRANTY DEED**

**DATE:** August 12, 1996

**GRANTORS:** Clovis A. Johnson and wife, Azalee Johnson

**GRANTORS' MAILING ADDRESS**

**(INCLUDING COUNTY):** c/o Webb & Salyer, P.C.  
710 Mesquite  
Corpus Christi, Nueces County, Texas 78401

**GRANTEE:** Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS**

**(INCLUDING COUNTY):** Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

**CONSIDERATION:** The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY:**

Being a portion of Lot Three (3), EHLERS GARDEN TRACTS, in Nueces County, Texas, according to the map or plat thereof recorded in Volume 6, Page 33, Map Records of Nueces County, Texas, and described by metes and bounds as follows:

BEGINNING at 5/8" iron rod set in a fence line on the North boundary of a one-half (1/2) acre tract of land conveyed by Claude Eden and wife, to Jack Eden by Deed dated March 19, 1943, recorded in Volume 291, Page 51, Deed Records of Nueces County, Texas, WHENCE the Northwest corner of said Jack Eden Tract, which lies on the East boundary of a 40 foot public road, known as McBride Lane, bears North 76 deg. 39 min. West, 85.0 feet; said point of beginning, being the Southwest corner of the tract herein being described;

THENCE, North 19 deg. 39 min. East, 154.17 feet to a 5/8" iron rod set in the South boundary of a public road, known as Eden Lane, for the Northwest corner of this tract, WHENCE a 1/2" iron pipe set at the intersection of the South boundary of Eden Lane and the East boundary of McBride Lane, bears North 78 deg. 34 min. West, 85.77 feet;

THENCE, with the South boundary of Eden Lane, South 78 deg. 34 min. East, 100.00 feet to a 5/8" iron rod for the Northeast corner of this tract;

THENCE, South 19 deg. 30 min. West, 157.49 feet to a 5/8" iron rod set in a fence line on the North boundary of the aforementioned Jack Eden Tract for the Southeast corner of this tract;

THENCE, with said fence on the North boundary of said Jack Eden Tract, North 76 deg. 39 min. West, 100.00 feet to the Southwest corner and PLACE OF BEGINNING of this tract.

**ENVIRONMENTAL WARRANTY:**

Grantors hereby represent and warrant to Grantee as follows:

- (a) That Grantors' occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantors' breach of this express warranty and Grantors understand and acknowledge that without this express warranty Grantee would not consummate this transaction.

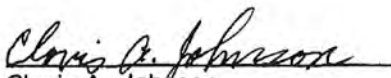
**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

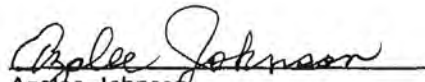
- (1) Easements, exceptions or reservations affecting these lands and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (2) Oil, Gas and Mineral Leases of Record, but only to the extent they are valid and in effect.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANT, SELL, and CONVEY** to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns forever; and Grantors hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**IN WITNESS WHEREOF**, this instrument was executed at Corpus Christi, Texas, as of the date above written.

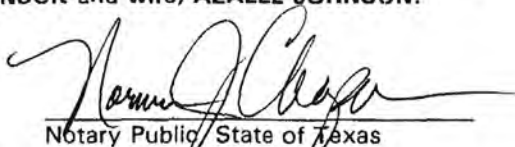
  
 Clovis A. Johnson

  
 Azalee Johnson

STATE OF TEXAS     §  
                                   §  
 COUNTY OF NUECES   §

**THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME** on this 13<sup>th</sup> day of August, 1996, by **CLOVIS A. JOHNSON** and wife, **AZALEE JOHNSON**.



  
 Notary Public State of Texas



AFTER RECORDING  
RETURN TO:

**NICOLAS, MORRIS & GILBREATH**  
5926 South Staples, Suite A-2  
Corpus Christi, TX 78413  
C:\FILES\PM\DEEDS\JOHNSON.WD\caj

7/6  
C

**WARRANTY DEED**

**FROM**

**CLOVIS A. JOHNSON and wife AZALEE JOHNSON**

**TO**

**JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP**

Doc# 1996031215  
# Pages: 3  
Date : 08-13-1996  
Time : 02:48:22 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 13.00

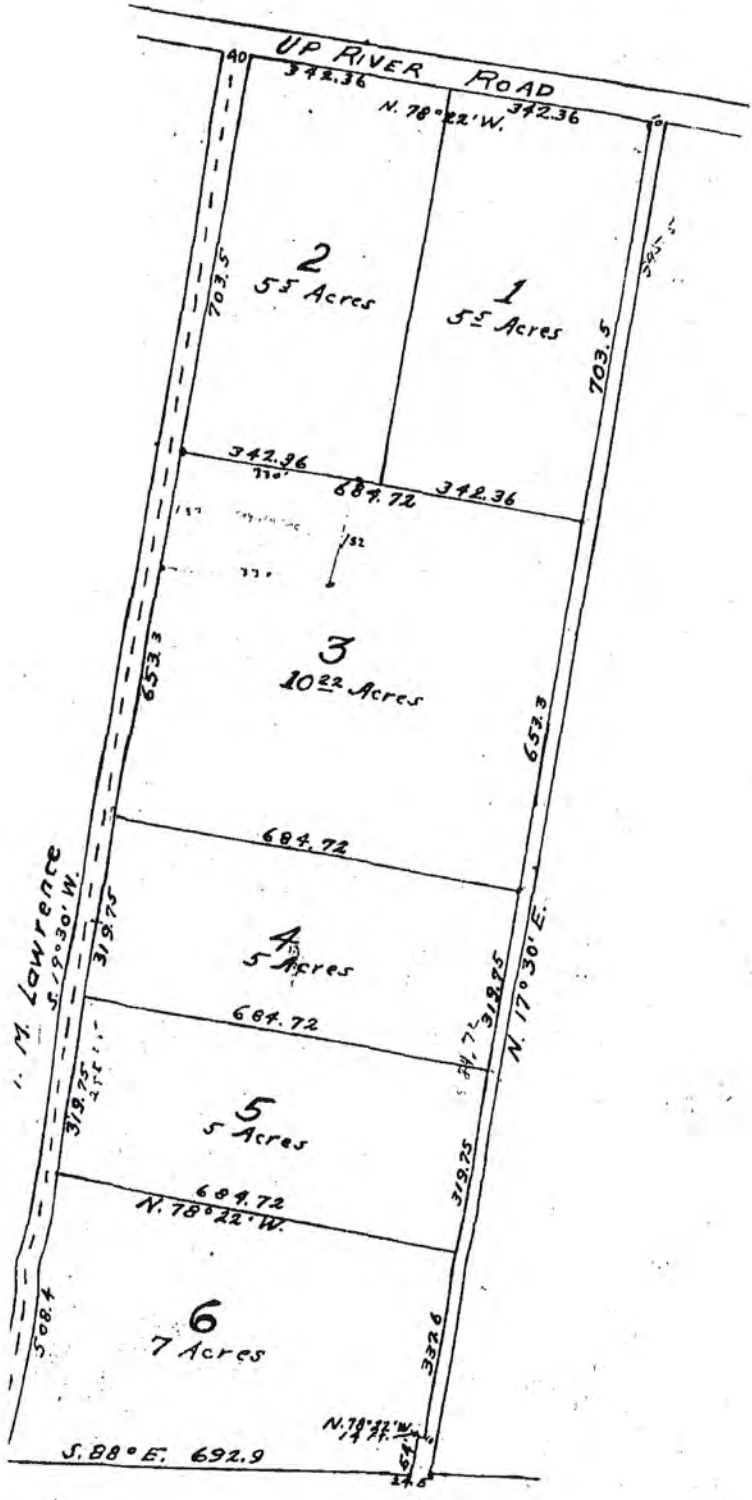
Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of  
Nueces County, Texas



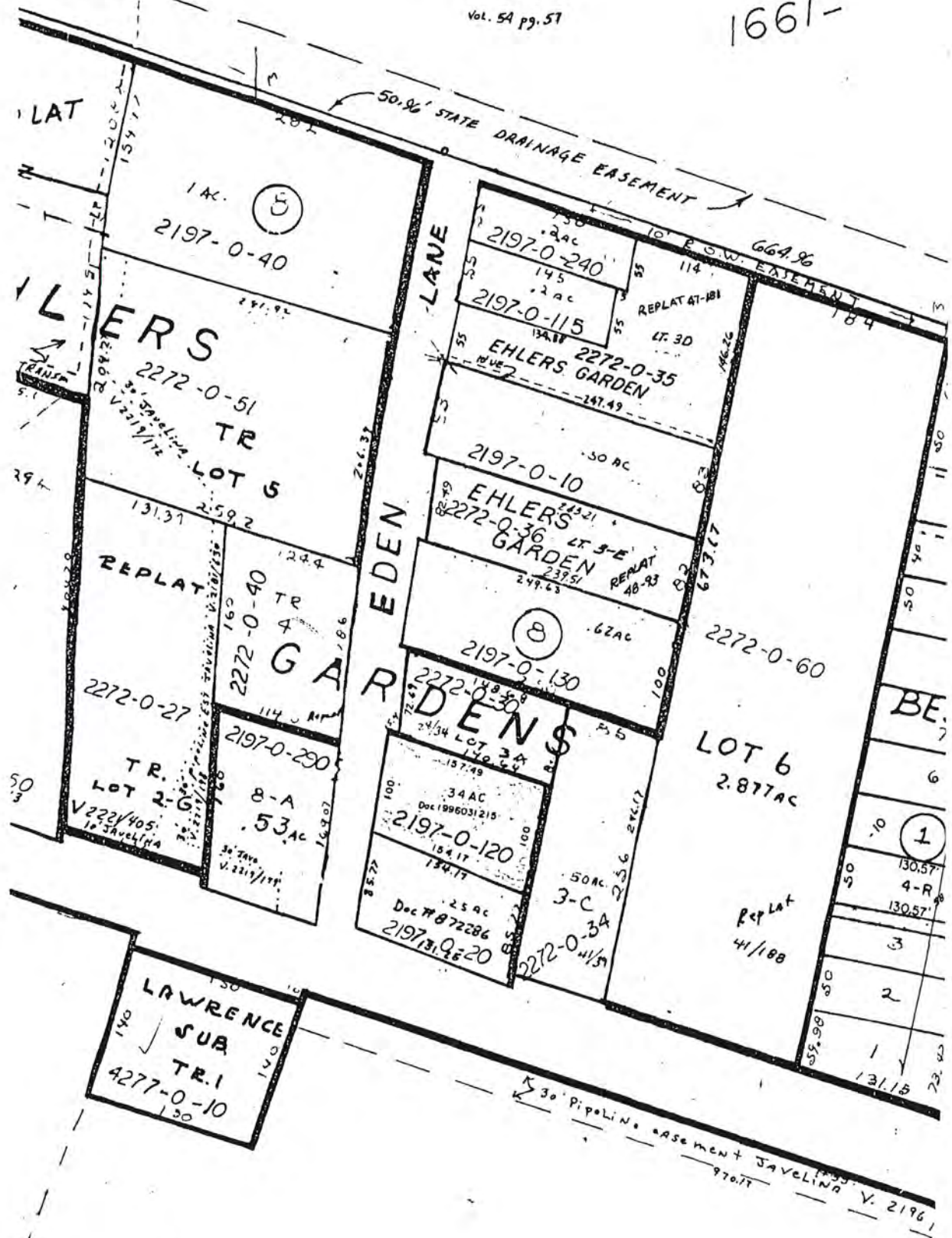
*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS



PLAT  
 of  
EHLERS GARDEN TRACTS ~

LOT 1  
25.98 AC  
Vol. 54 pg. 57

1661-



DUNN  
U/108G - APPRAISAL District MAP

(TR#35)

WARRANTY DEED

785668

DATE: December 23, 1991

GRANTORS: Jesse Flores also known as Jesus P. Flores, a single man, and Senaida Flores, a femme sole, both of Corpus Christi, Nueces County, Texas

GRANTORS' MAILING ADDRESS

(INCLUDING COUNTY): 5419 Eden Lane  
Corpus Christi, Nueces County, TX 78407

GRANTEE: Javelina Company, a Texas General Partnership

GRANTEE'S MAILING ADDRESS

(INCLUDING COUNTY): Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

CONSIDERATION: The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

Lot Three-A (3-A), EHLERS GARDEN TRACTS, a subdivision in the City of Corpus Christi, County of Nueces, State of Texas, as shown by the map or plat thereof, recorded in Volume 28 at Page 34, Map Records, Nueces County, Texas and being the same real property described in Warranty Deed dated November 17, 1971 from Murry Garner and wife, Helen McBryde Garner to Jesse Flores and wife, Senaida Flores, recorded in Volume 1416 at Page 297, Deed Records, Nueces County, Texas.

ENVIRONMENTAL WARRANTY: Grantors hereby represent and warrant to Grantee as follows:

- (a) that Grantors' occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantors' breach of this express warranty and Grantors understand and acknowledge that without this express warranty Grantee would not consummate this transaction.

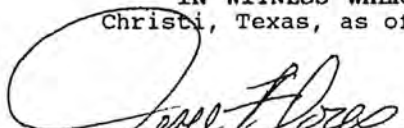
RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANT, SELL, and CONVEY to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantors hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee. Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument was executed at Corpus Christi, Texas, as of the date above written.

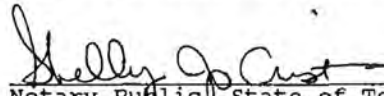
  
\_\_\_\_\_  
Jesse Flores a/k/a Jesus P. Flores

  
\_\_\_\_\_  
Senaida Flores

STATE OF TEXAS \*  
COUNTY OF NUECES \*



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 23<sup>rd</sup> day of December, 1991, by JESSE FLORES also known as JESUS P. FLORES and SENaida FLORES.

  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

PREPARED IN THE  
LAW OFFICE OF:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

WARRANTY DEED

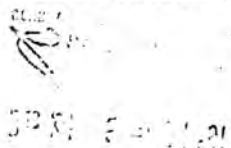
FROM

JESSE FLORES A/K/A JESUS P. FLORES  
AND SENaida FLORES

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

/dw3/pm/javedeed.pm



70072 80  
Huebler, M. W. + Bowers  
505 S. W. 20th St.  
D. O. TX 75401

FILED FOR RECORD  
DEC 24 9 53 AM '91

*Granada, Maria*  
COUNTY CLERK NUECES COUNTY TX

785668

COMPARED

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

This property deed instrument was filed in File Number Sequence 011647 and is the One stamped herein of the and was duly RECORDED in the Official Public Records of REAL PROPERTY Nueces County, Texas on

DEC 24 1991

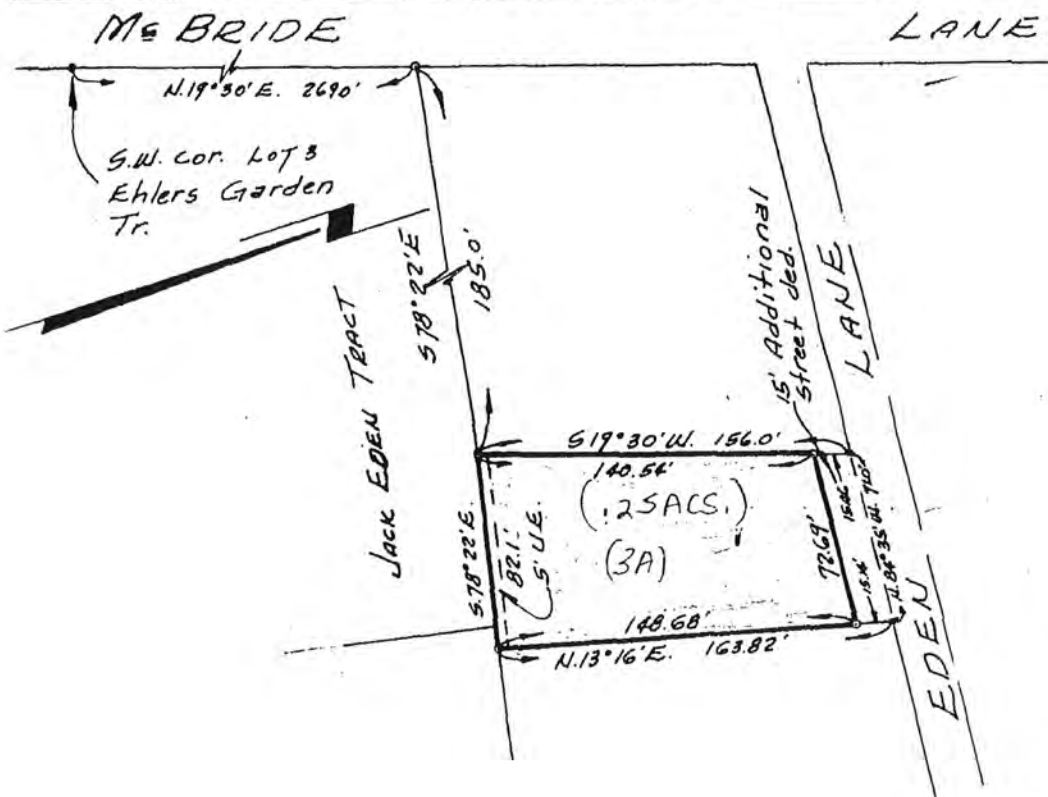


*Granada, Maria*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

# LOT 3-A, EHLERS GARDEN TR

Being a tract of land out of Lot 3, Ehlers Garden Tracts a  
 by map recorded in Volume 6, page 33 map records Nueces  
 and out of the Claude Eden 21.78 Acre tract & out of the Mat Dunn 1/4  
 Date: August 13, 1962 Scale

Plat V. 28 P. 34



THE STATE OF TEXAS  
 COUNTY OF NUBCES

THAT I Helen  
 A TRUE AND CORRECT DNA  
 CHRISTI, NUBCES COUNTY  
 TALKED IN A DEED AS RE  
 OF THE DEED RECORDS OF  
 THE EXCEPTION OF SUCH  
 ON THE FACE OF THIS PL  
 THIS THE /

THE STATE OF TEXAS  
 COUNTY OF NUBCES

THIS PLAT OF  
GARDE  
 APPROVED Aug 13  
 1850 OF THE CITY OF  
 THIS 18

THE STATE OF TEXAS  
 COUNTY OF NUBCES  
 I, MRS. MURRY R. GARNER  
 TEXAS, DO HEREBY CERTIFY  
Ehlers G  
 WAS FILED FOR RECORD IN  
2:48 O'CLOCK  
 PAGE 34 RE  
 WITNESS MY HAND AND S  
 COPPLE CHRISTI, TEXAS

No. 65447  
 FILED FOR RECORD AT  
 MRS. MURRY R. GARNER,

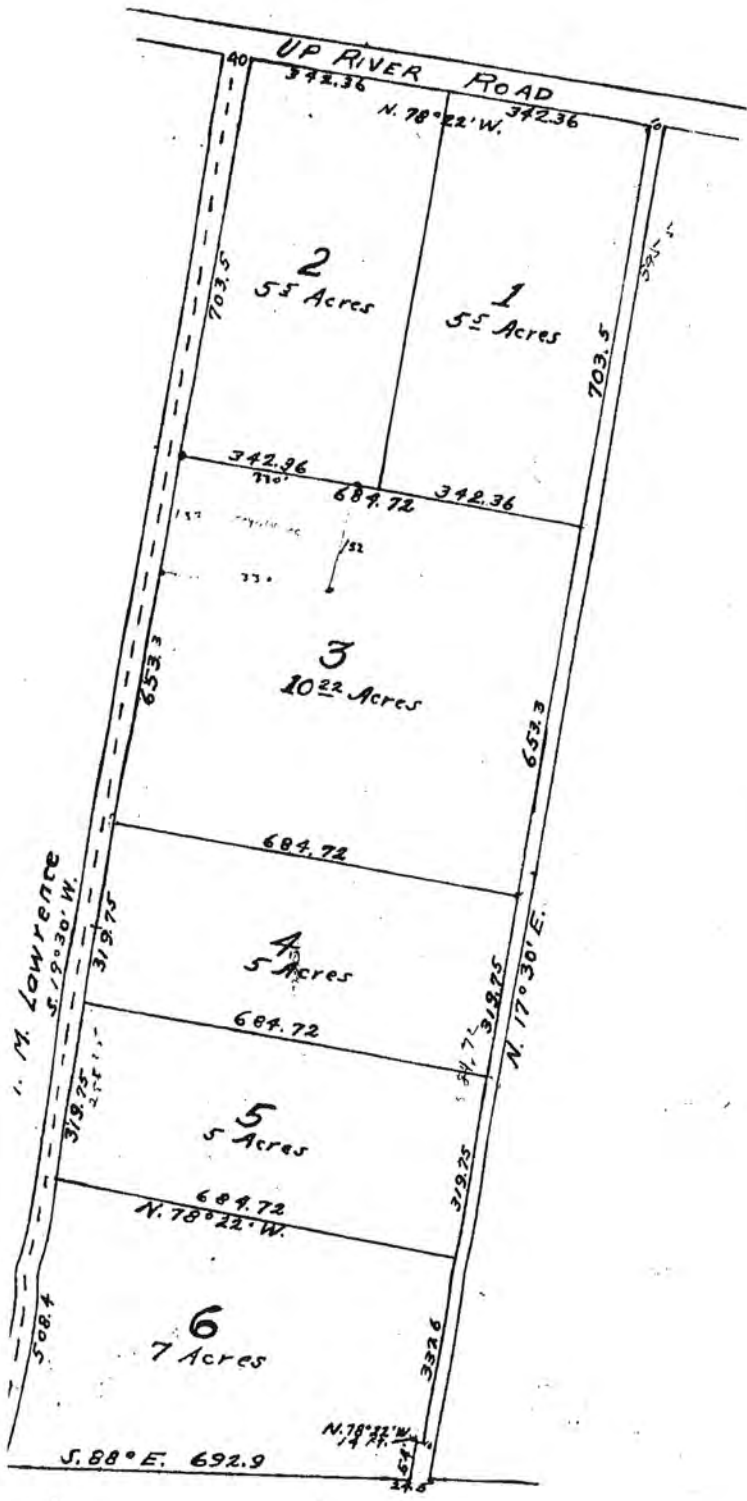
THE STATE OF TEXAS  
 COUNTY OF NUBCES

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED  
 MURRY R. GARNER AND HELEN MCBRYDE GARNER, HIS WIFE, KNOWN TO ME TO BE THE  
 PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED  
 TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED AND IN THE  
 CAPACITY STATED, AND THE SAID HELEN MCBRYDE GARNER, WIFE OF SAID MURRY R. GARNER  
 HAVING BEEN EXAMINED BY ME PRIVILY AND APART FROM HER HUSBAND AND HAVING THE  
 SAME FULLY EXPLAINED TO HER BY ME, SHE, THE SAID HELEN MCBRYDE GARNER ACKNOWLEDGED  
 SUCH INSTRUMENT TO BE HER ACT AND DEED AND SHE DECLARED THAT SHE WILLINGLY SIGNED  
 THE SAME FOR THE PURPOSES THEREIN EXPRESSED AND THAT SHE DID NOT WISH TO RETRACT  
 IT.

THE STATE ( )  
 COUNTY OF ( )

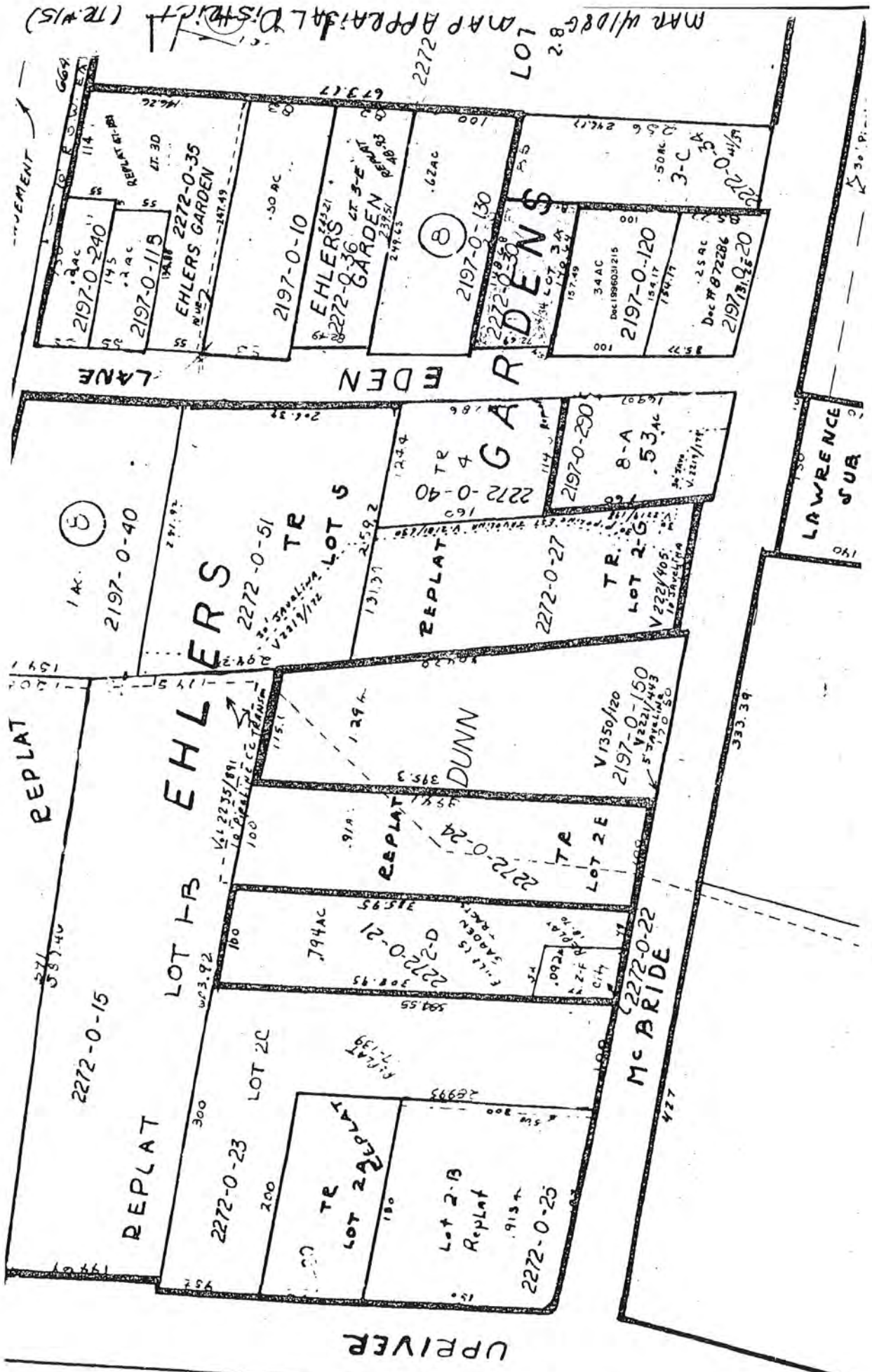
THAT WE, M  
 GARNER HUSB  
 THE LAND SI  
 IDENTIFIED  
 OUR PROPERT  
 SPECIFICALL  
 ALL STREET  
 AS LOCATED  
 THIS INSTRU  
 PURPOSE OF  
 IDENTIFYING  
 TO OR ENCO  
 (TR. #15

Plat V. 28, Pg. 34 THIS THE 13 DAY OF August 1962  
 EHLERS GARDEN TRACTS



PLAT  
of  
EHLERS GARDEN TRACTS ~





UPPER RIVER

REPLAT  
2272-0-15  
LOT 20  
2272-0-23  
LOT 200  
REPLAT  
LOT 2-A  
LOT 2-B  
LOT 2-C  
LOT 2-D  
LOT 2-E  
LOT 2-F  
LOT 2-G  
LOT 2-H  
LOT 2-I  
LOT 2-J  
LOT 2-K  
LOT 2-L  
LOT 2-M  
LOT 2-N  
LOT 2-O  
LOT 2-P  
LOT 2-Q  
LOT 2-R  
LOT 2-S  
LOT 2-T  
LOT 2-U  
LOT 2-V  
LOT 2-W  
LOT 2-X  
LOT 2-Y  
LOT 2-Z

EHRLERS  
2272-0-51  
TR  
REPLAT  
LOT 5  
DUNN  
2272-0-24  
TR  
LOT 2-E

GARDEN  
2272-0-40  
TR 4  
2272-0-27  
TR  
LOT 2-G  
2272-0-20  
TR  
LOT 2-H  
2272-0-22  
MC BRIDE

EDEN LANE  
2197-0-10  
EHRLERS  
2272-0-36  
GARDEN  
2197-0-130  
DUNN  
2197-0-150  
MC BRIDE  
2197-0-120  
GARDEN  
2197-0-115  
EHRLERS  
2197-0-240  
GARDEN

LAWRENCE SUB  
333.33

UPRIVER

MAP APPRAISAL DISTRICT (TR.#15)

General Warranty Deed

Date: November 5, 1999

Doc# 1999049747

Grantor: H.C. Cole d/b/a H.C. Cole Trucks joined proforma by my wife, Rosalie Cole

Grantor's Mailing Address: Route 1, Box 164G4, Mathis, San Patricio County, Texas

Grantee: Coastal Javelina, Inc.

Grantee's Mailing Address: c/o 9 Greenway Plaza, Room 2802, Harris County, Texas

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements): Lot Three-C (3-C), Ehlers Garden Tracts, an Addition to the City of Corpus Christi, Nueces County, Texas, as shown by map or plat recorded in Volume 41, Page 39, Map Records of Nueces County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Return to:  
Janet Karr  
Chicago Title  
909 Fannin #200  
Houston, TX 77010

247932

By: H.C. Cole  
H.C. Cole d/b/a H.C. Cole Trucks

By: Rosalie H. Cole  
Rosalie Cole

11/5/99-DATE  
11/9/99-DATE FILED GENERAL WARRANTY DEED

1999049747  
(COJATD.#1)

STATE OF Texas  
COUNTY OF NUECES

§  
§  
§

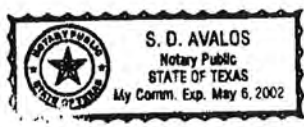
Before me, H.C. Cole + Rosalie Cole, a notary public, on this day personally appeared H.C. Cole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5<sup>th</sup> day of NOVEMBER, 1999.

\* and wife, Rosalie Cole

S.D. Avalos  
Notary Public Signature

S.D. Avalos  
Notary Public Typed Name




Doc# 1999049747  
# Pages 2  
Date: 11/9/99 4:24:55 PM  
Filed & Recorded in  
Official Records of  
NUECES COUNTY  
ERNEST H. BRIONES  
COUNTY CLERK  
Fees \$11.00

GF# 990210468  
AMOUNT: \_\_\_\_\_  
PAGES: \_\_\_\_\_  
SAN JACINTO TITLE COMPANY

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89

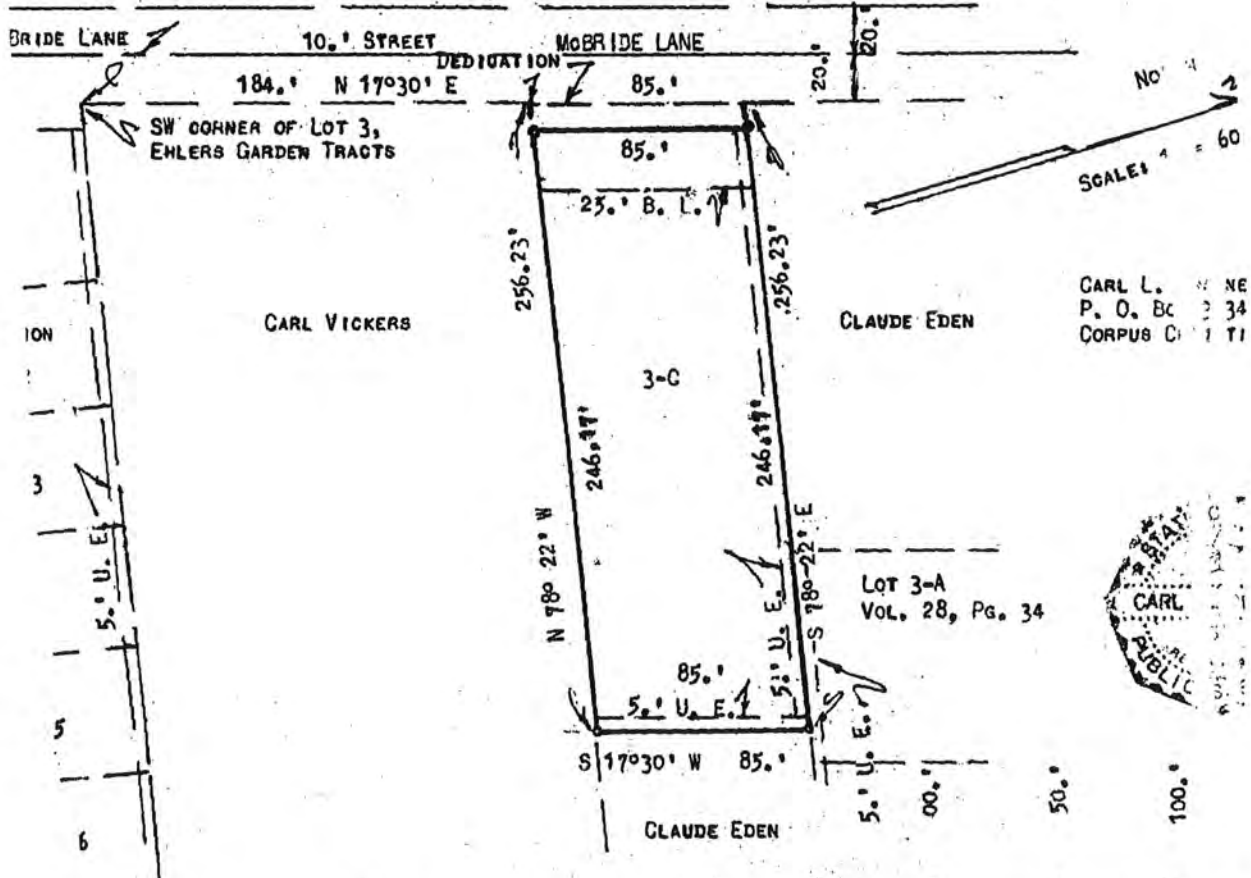
STATE OF TEXAS  
COUNTY OF NUECES  
I hereby certify that this instrument was FILED in File Number \_\_\_\_\_ Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas

  
Ernest H. Briones  
COUNTY CLERK  
NUECES COUNTY, TEXAS

# LOT 3-C, EHLERS GARDEN TRACTS

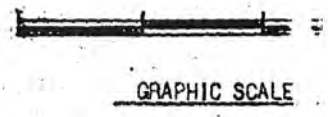
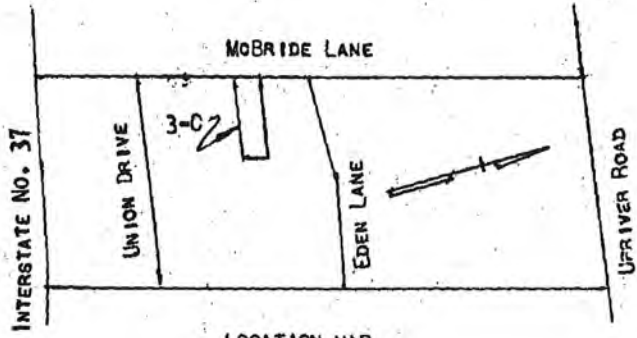
TR 5/8" IRON

BEING .50 ACRES OUT OF LOT 3, EHLERS GARDEN TRACTS, AN ADDITION TO THE CITY OF NUECES COUNTY, TEXAS, AS RECORDED IN THE COUNTY MAP RECORDS IN VOL. 6, PAGE 33



CARL L. DUANE  
P. O. Box 334  
CORPUS CHRISTI

LOT 3-A  
VOL. 28, Pg. 34



STATE OF TEXAS  
COUNTY OF NUECES  
I, CARL L. DUANE, A REGISTERED  
HEREBY CERTIFY THAT I HAVE BEEN  
PLAT THE LANDS DESCRIBED ABOVE,  
BEEN DONE AND THAT THIS MAP IS  
THE 25th DAY OF MARCH, 1975.

*Carl L. Duane*  
CARL L. DUANE

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF CORPUS CHRISTI, THIS 15th DAY OF APRIL, 1975, PROVIDED HOWEVER THAT THIS SHALL BECOME NULL AND VOID IF THIS PLAT IS NOT FILED WITH THE COUNTY CLERK FOR RECORDING WITHIN SIX MONTHS OF THE DATE

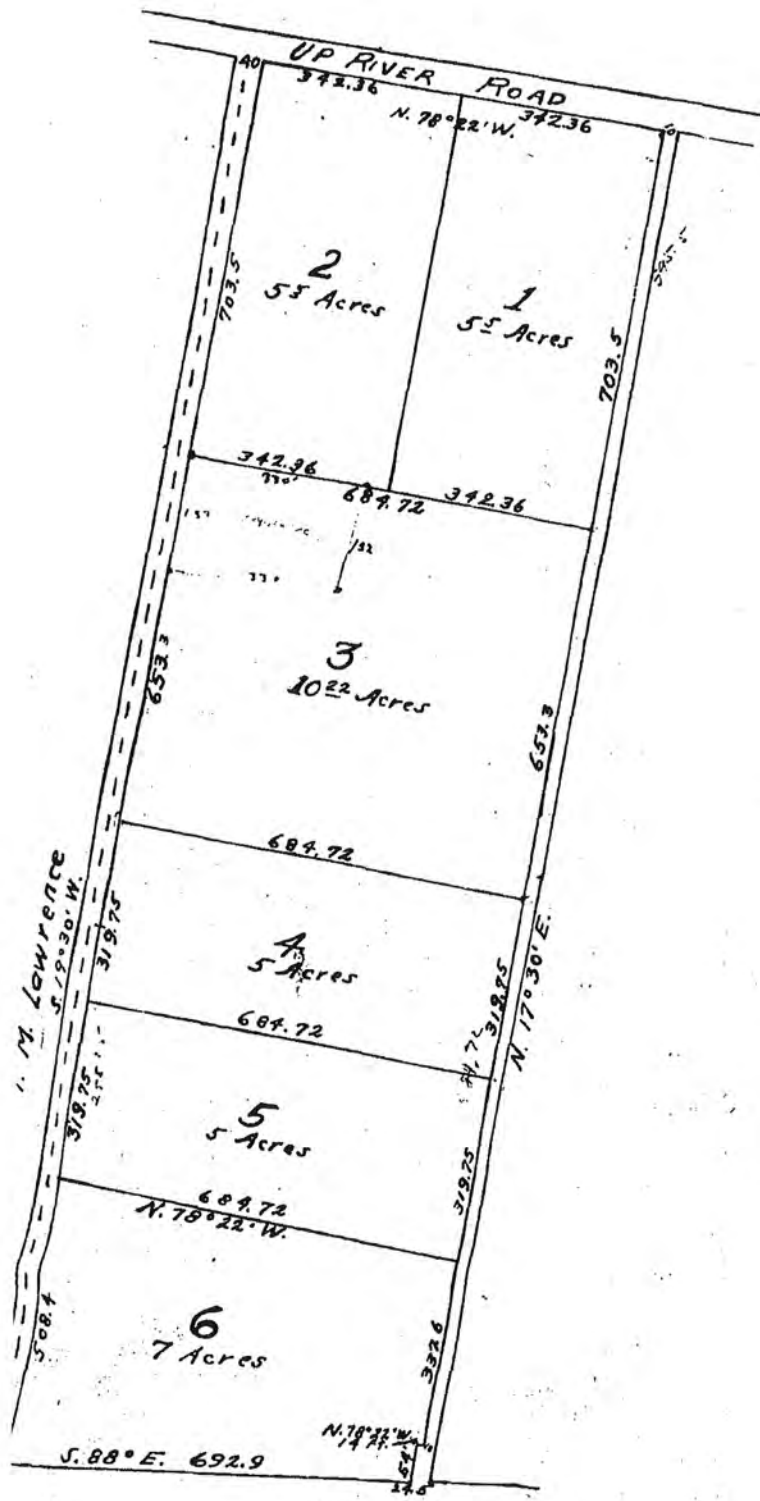
*Earl C. Goetsch*  
CHAIRMAN SECRETARY

75-036

STATE OF TEXAS  
COUNTY OF NUECES  
THIS PLAT APPROVED BY THE DEPARTMENT OF LAND AND PHYSICAL DEVELOPMENT OF THE STATE OF TEXAS, THIS 14 DAY OF MAY, 1975.

*James K. Lantz*  
DIRECTOR

DO HEREBY CERTIFY THAT I AM THE SOLE OWNER OF THE LANDS DESCRIBED ABOVE, THAT I HAVE MADE THIS REPLAT V. 41 Pg. 39 (R. 3-C) Ehlers GARDEN TRACTS (TR#1-



PLAT  
of  
EHLERS GARDEN TRACTS ~

ASTAL

JAVELINE

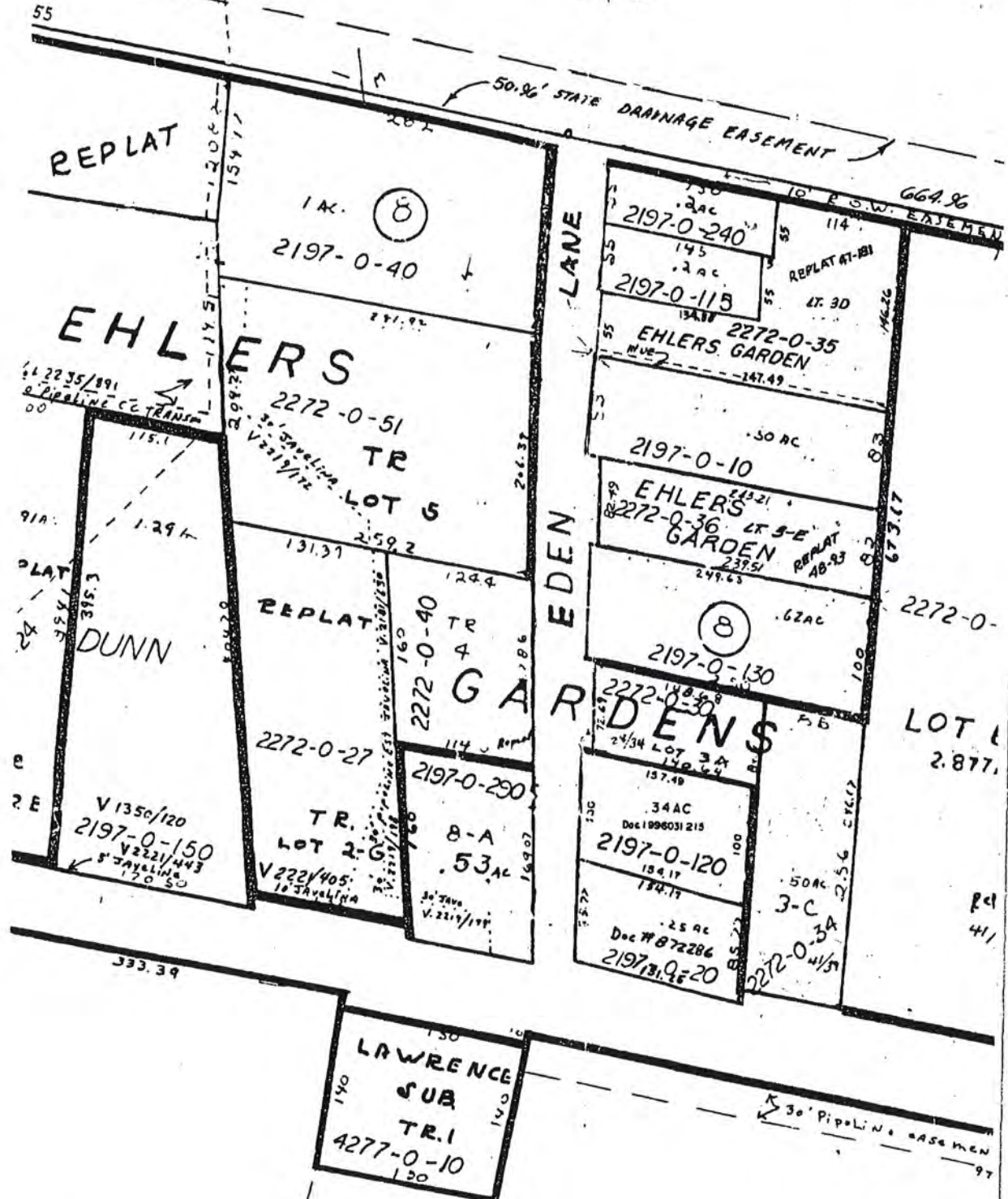
LOT 1

①

25.98 AC

Vol. 54 pg. 51

1661-



U/108G MAP APPRAISAL DISTRICT (TR.COSA#1)

**SPECIAL WARRANTY DEED AND BILL OF SALE**

**THE STATE OF TEXAS**

§

**COUNTY OF NUECES**

§

§

Document Number: 2007037790  
Recording Date: July 25, 2007

This Special Warranty Deed and Bill of Sale ("Special Warranty Deed"), effective July 19, 2007 ("Effective Date"), is by and between Otilio Barrientos, 9623 County Rd. 505, Mathis, TX 78368; Santos O. Barrientos, 10415 Solo St., Norwalk, CA 90650; Olga O. Young, 1789 River St., Conyers, GA 30012; and Lydia B. Garcia, 310 Genoa St. Apt. B, Arcadia, CA 91006-6663 (collectively referred to as "Grantor"), and MarkWest Javelina Company ("Grantee"), with an address at 1515 Arapahoe Street, Tower 2, Suite 700, Denver, CO 80202.

**I. PROPERTY**

This Special Warranty Deed relates to that certain property, and all appurtenances and improvements owned by Grantor as of the Effective Date (collectively, the "Property") and located at:

5417 Eden Lane, Corpus Christi, TX 78407, and more particularly described as:

Deed type: small estate

Deed page: C919-3/SM estates

Legal description: Dunn tract 100'x261' out of Ehlers tract

Assessor's parcel # : 2197-0000-0130

**II. CONSIDERATION**

For one hundred thousand dollars and no/100 (\$100,000.00), the premises set forth herein, the mutual benefits to be derived and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**III. SPECIAL WARRANTY DEED AND BILL OF SALE**

Effective as of the Effective Date, Grantor hereby transfers, assigns and grants to Grantee all of Grantor's real or personal right, title, and interest, if any, which Grantor may have with respect to the Property as of the Effective Date, with Grantor specially warranting title for all claims arising by, through or under Grantor, but not otherwise, and subject to all matters of record. Upon execution of this Special Warranty Deed, neither Grantor nor any of Grantor's successors, heirs

or assigns will have, or will have the right to claim or demand, any right, title or interest in and to the Property or any part thereof.

#### **IV. EXCLUSION OF WARRANTIES**

EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION III, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS SPECIAL WARRANTY DEED, GRANTOR AND GRANTEE AGREE THAT GRANTOR'S INTERESTS IN SUCH PROPERTY, IF ANY, BEING TRANSFERRED TO GRANTEE HEREUNDER ARE TRANSFERRED "AS IS," "WHERE IS," "WITH ALL FAULTS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE, EXCEPT THAT GRANTOR AGREES TO TRANSFER THE PROPERTY, OR APPLICABLE PORTIONS THEREOF, FREE AND CLEAR OF ANY MORTGAGES, MECHANICS' LIENS, TAX LIENS AND OTHER FORMS OF SECURITY INTERESTS OR FINANCIAL ENCUMBRANCES OR PAST DUE PAYMENTS OF ANY KIND CREATED BY, THROUGH AND UNDER GRANTOR BUT NOT OTHERWISE (AND GRANTEE SHALL NOT PAY GRANTOR ANY PURCHASE PRICE UNTIL BEING REASONABLY ASSURED THAT THERE ARE NO SUCH ENCUMBRANCES). EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION III, AND AS OTHERWISE DESCRIBED ABOVE IN THIS SECTION IV, GRANTOR MAKES THIS SPECIAL WARRANTY DEED TO GRANTEE WITHOUT RECOURSE (EVEN AS TO THE RETURN OF THE PURCHASE PRICE), AND WITHOUT ANY COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR THE PROPERTY CONDITION BUT INSTEAD IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. FURTHER, GRANTOR AND GRANTEE AGREE THAT, EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION III, AND AS OTHERWISE DESCRIBED ABOVE IN THIS SECTION IV, GRANTOR EXCLUDES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESCRIPTION, DESIGN, QUALITY, CONDITION, CONFORMITY TO PLANS OR DRAWINGS, OPERATION, PRESSURE INTEGRITY, COMPLIANCE WITH SPECIFICATION, COMPLIANCE WITH LAWS OR REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT), SUITABILITY OF THE PROPERTY FOR GRANTEE'S USE, OR ABSENCE OF PATENT OR LATENT DEFECTS OR DESIGN FLAWS.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS SPECIAL WARRANTY DEED. GRANTEE TAKES GRANTOR'S INTEREST IN SUCH PROPERTY, IF ANY, WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT, EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION



III, AND AS OTHERWISE DESCRIBED ABOVE IN THIS SECTION IV, **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW ARE EXCLUDED AND ARE SPECIFICALLY DISCLAIMED.**

Grantor and Grantee agree that, to the extent required by the applicable law to be operative, the disclaimers of warranties contained in this Special Warranty Deed are "**conspicuous**" disclaimers for the purposes of any applicable law, rule or order.

**DECEPTIVE TRADE PRACTICES - WAIVER OF CONSUMER RIGHTS. AS A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR AND GRANTEE AGREEING TO ENTER INTO THIS SPECIAL WARRANTY DEED, EACH PARTY COMPRISING GRANTOR AND GRANTEE EACH CAN, AND DO, EXPRESSLY WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS, AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR ANY OTHER STATE, OR OF THE UNITED STATES OF AMERICA, APPLICABLE TO THIS TRANSACTION, IF ANY, THAT MAY BE WAIVED BY THE GRANTOR AND GRANTEE. IT IS NOT THE INTENT OF THE GRANTOR AND GRANTEE TO WAIVE, AND THE PARTIES SHALL NOT WAIVE, ANY APPLICABLE LAW OR SUB-PART THEREOF WHICH IS PROHIBITED BY LAW FROM BEING WAIVED. THE GRANTOR AND GRANTEE AGREE THAT THEY HAVE HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW AND COMMENT AND, AFTER CONSULTATION WITH AN ATTORNEY OF THEIR OWN SELECTION, VOLUNTARILY CONSENT TO THIS WAIVER AND UNDERSTAND THE RIGHTS BEING WAIVED.**

#### **V. INDEMNITY, RELEASE, AND ASSUMPTION OF LIABILITIES**

*From and after the Effective Date, Grantee expressly agrees to assume, perform and discharge all duties, obligations, and "LIABILITIES" arising out of or related to the ownership, operation, administration, and eventual abandonment of the Property.*

**GRANTEE EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL "LIABILITIES," INSOFAR AS PERMITTED BY LAW, WHICH ARE INCIDENT TO, OR ARISE OUT OF, SAID OBLIGATIONS, COVENANTS AND "LIABILITIES" OR THE OWNERSHIP, OPERATION AND ABANDONMENT OF THE PROPERTY ARISING OR ATTRIBUTABLE TO ACTS OR CONDITIONS AT OR AFTER THE**

**EFFECTIVE DATE, EXCEPT TO THE EXTENT THAT ANY SUCH OBLIGATIONS, COVENANTS AND "LIABILITIES" ARE THE RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR, OR ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES.**

**"LIABILITIES" FOR PURPOSES OF THIS SPECIAL WARRANTY DEED SHALL BE DEFINED AS ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, COSTS, EXPENSES, LOSSES, OBLIGATIONS, DUTIES, COVENANTS, INDEMNITIES, OR WARRANTIES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, EXPENSES, COSTS, FINES, PENALTIES, AND NATURAL RESOURCE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY "LIABILITIES" UNDER ANY LOCAL, STATE, FEDERAL, OR OTHER GOVERNMENTAL LAWS, RULES OR REGULATIONS.**

Grantor and Grantee agree that, to the extent required by the applicable law to be operative, the indemnities contained in this Special Warranty Deed are **"conspicuous"** indemnities for the purposes of any applicable law, rule or order.

From and after the Effective Date, **Grantee expressly releases Grantor** from all duties, obligations and **"LIABILITIES"** arising out of or related to the ownership, operation, administration, and eventual abandonment of the Property whether arising from acts or conditions arising or existing **at or after the Effective Date.**

## **VI. TAXES**

Any real estate, ad valorem, personal property or other taxes levied or assessed on the Property shall be paid by Grantee as of the Effective Date based upon the most recent property tax assessments and most recent certified tax rates, up to and not to exceed \$3,000; provided, that in the event any of the real estate, ad valorem, personal property or other taxes levied or assessed on the Property exceeds \$3,000, such excess shall be paid by Grantor. In addition to the consideration paid hereunder for this Special Warranty Deed, Grantee is responsible for paying, or reimbursing the Grantor for, any sales tax applicable to the sale of the Property, if any, in this Special Warranty Deed. All such real estate, ad valorem, personal property and other taxes with respect to the Property at and after the Effective Date shall be the responsibility of Grantee.

## **VII. GENERAL TERMS**

This Special Warranty Deed shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

THIS SPECIAL WARRANTY DEED, AND THE RIGHTS AND OBLIGATIONS OF THE GRANTOR AND GRANTEE HEREUNDER, SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ALL DISPUTES RELATING TO OR ARISING OUT OF THIS SPECIAL WARRANTY DEED SHALL BE EXCLUSIVELY RESOLVED IN THE STATE DISTRICT COURTS OF HARRIS COUNTY, TEXAS, LOCATED IN THE CITY OF HOUSTON.

Counterparts: This Special Warranty Deed may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

GRANTOR and GRANTEE have executed this Special Warranty Deed and Bill of Sale in duplicate originals to be effective for all purposes as of the Effective Date.

**[Signature page to follow]**

GRANTOR:

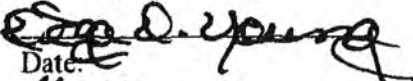
By: Otilio Barrientos

\_\_\_\_\_  
Date:

By: Santos O. Barrientos

\_\_\_\_\_  
Date:

By: Olga O. Young

  
Date: 7-12-07

By: Lydia B. Garcia

\_\_\_\_\_  
Date:

GRANTEE:

Mark West Javelina Company

By: 

Title: VICE PRESIDENT

Date: 07-17-2007

**SIGNATURE PAGE TO Special Warranty Deed and Bill of Sale by and between Grantor and MarkWest Javelina Company dated 7-12, 2007.**

STATE OF TEXAS §  
§  
COUNTY OF §

With respect to the signature of Otilio Barrientos, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of Texas.

Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

STATE OF CALIFORNIA §  
§  
COUNTY OF §

With respect to the signature of Santos O. Barrientos, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of Texas.

Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

STATE OF GEORGIA §  
§  
COUNTY OF *Rockdale* §

With respect to the signature of Olga O. Young, this instrument was acknowledged before me on this the 12<sup>th</sup> day of July 2007, by Kathleen M. Charles, a notary public of the State of Georgia.

Notary Public

My Commission Expires:

Kathleen M. Charles

March 20, 2011



STATE OF CALIFORNIA §  
§  
COUNTY OF §

With respect to the signature of Lydia B. Garcia, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of California.

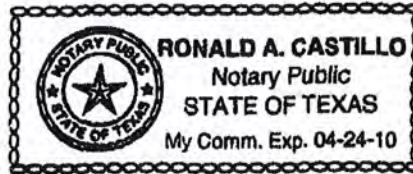
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

STATE OF TEXAS §  
§  
COUNTY OF ~~NIUECES~~ <sup>Harris</sup> §



With respect to the signature of Grantee, this instrument was acknowledged before me on this the 17<sup>th</sup> day of ~~March~~ <sup>July</sup>, 2007, by Ron Castillo, a notary public of the State of Texas.

Notary Public

My Commission Expires:



4-24-2010

GRANTOR:

By: Otilio Barrientos

Otilio Barrientos  
Date: 07-09-07

GRANTEE:

Mark West Javelina Company

By: \_\_\_\_\_

Title:

Date:

By: Santos O. Barrientos

\_\_\_\_\_  
Date:

By: Olga O. Young

\_\_\_\_\_  
Date:

By: Lydia B. Garcia

\_\_\_\_\_  
Date:

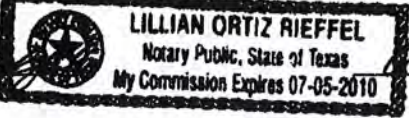
**SIGNATURE PAGE TO Special Warranty Deed and Bill of Sale by and between Grantor and MarkWest Javelina Company dated 07 092007.**

STATE OF TEXAS           §  
                                  §  
COUNTY OF *Nueces*     §

With respect to the signature of Otilio Barrientos, this instrument was acknowledged before me on this the 9<sup>th</sup> day of July 2007, by Lillian Ortiz Rieffel, a notary public of the State of ~~California~~. TEXAS

Notary Public

My Commission Expires:

Lillian Ortiz Rieffel  07-05-2010

STATE OF CALIFORNIA       §  
                                  §  
COUNTY OF                 §

With respect to the signature of Santos O. Barrientos, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of Texas.

Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF GEORGIA       §  
                                  §  
COUNTY OF                 §

With respect to the signature of Olga O. Young, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of Georgia.

Notary Public

My Commission Expires:

\_\_\_\_\_



GRANTOR:

By: Otilio Barrientos

\_\_\_\_\_  
Date:

By: Santos O. Barrientos

\_\_\_\_\_  
Date:

By: Olga O. Young

\_\_\_\_\_  
Date:

By: Lydia B. Garcia

*Lydia B. Garcia*

Date: *7-11-07*

GRANTEE:

MarkWest Javelina Company

By: \_\_\_\_\_

Title:

Date:

**SIGNATURE PAGE TO Special Warranty Deed and Bill of Sale by and between Grantor and MarkWest Javelina Company dated July 11, 2007.**

STATE OF CALIFORNIA §  
§  
COUNTY OF Los Angeles §

With respect to the signature of Lydia B. Garcia, this instrument was acknowledged before me on this the 11 day of July 2007, by "Margaret Diaz", a notary public of the State of California.

Notary Public

*Margaret Diaz*

My Commission Expires:

March 16 2010



STATE OF TEXAS §  
§  
COUNTY OF NUECES §

With respect to the signature of Grantee, this instrument was acknowledged before me on this the \_\_\_\_\_ day of March, 2007, by \_\_\_\_\_, a notary public of the State of Texas.

Notary Public

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

GRANTOR:

By: Otilio Barrientos

\_\_\_\_\_  
Date:

GRANTEE:

MarkWest Javelina Company

By: \_\_\_\_\_

Title:

Date:

By: Santos O. Barrientos

*Santos O. Barrientos*

Date: *7-11-07*

By: Olga O. Young

\_\_\_\_\_  
Date:

By: Lydia B. Garcia

\_\_\_\_\_  
Date:

**SIGNATURE PAGE TO Special Warranty Deed and Bill of Sale by and between Grantor and MarkWest Javelina Company dated *July 11*, 2007.**

STATE OF TEXAS           §  
  §  
COUNTY OF               §

With respect to the signature of Otilio Barrientos, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of Texas.

Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

STATE OF CALIFORNIA       §  
  §  
COUNTY OF Los Angeles   §

With respect to the signature of Santos O. Barrientos, this instrument was acknowledged before me on this the 11 day of July, 2007, by "Margaret Diaz", a notary public of the State of ~~Texas~~<sup>CA</sup> California.

Notary Public

My Commission Expires:

Margaret Diaz

March 16 2010

STATE OF GEORGIA       §  
  §  
COUNTY OF               §



With respect to the signature of Olga O. Young, this instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_, 2007, by \_\_\_\_\_, a notary public of the State of Georgia.

Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

7/9/2007

*Complete signatures*

## RELEASE AND WAIVER

THIS RELEASE AND WAIVER (hereinafter "Release") is by and between Ms. Tammy Castillo, and on behalf of her heirs, assigns, and estate (collectively, "Ms. Castillo"), and MarkWest Javelina Company, its affiliates, successors and assigns, and their respective officers, directors, employees and agents (collectively "MarkWest"). Ms. Castillo and MarkWest may be individually referred to herein as a "Party" and collectively as the "Parties".

This Release sets forth the terms and conditions of MarkWest's agreement to pay an amount certain to Ms. Castillo, as described below, to assist Ms. Castillo's relocation from that certain property located at 5417 Eden Lane, Corpus Christi, Texas, 78407 (the "Property").

### I. COVENANTS

A. Consideration. In settlement and satisfaction of all claims of any nature, or related in any manner to the Property or to Ms. Castillo's residence on the Property, whether existing now or arising in the future, and contingent upon:

(1) MarkWest's receipt of the original of this Release, executed by Ms. Castillo, without modification or revocation,

(2) MarkWest's receipt of an executed Special Warranty Deed and Bill of Sale to the Property from the Property owners (the "Owners"), MarkWest agrees to pay to Ms. Castillo, within 15 days of the occurrence of the last of items (1) and (2) above, the total sum of Ninety-nine Thousand Dollars, (\$99,000.00), as a single cash, lump sum payment ("Cash payment"), and

(3) Ms. Castillo agrees to vacate the Property within sixty (60) days after receipt of the Cash payment.

B. No Other Payments. The payment set forth in paragraph I.A. shall discharge all obligations of MarkWest to Ms. Castillo, and serve to waive all rights to other compensation and benefits of any kind and nature, for any event, incident or act of omission or commission occurring prior to the effective date of this Release.

C. Release of Claims Against MarkWest. As a material inducement to MarkWest to enter into this Release, Ms. Castillo, as a free and voluntary act, hereby:

1. forever waives, releases and discharges MarkWest from, and covenants not to sue MarkWest for, claims which Ms. Castillo has asserted or could have asserted against MarkWest in any judicial, administrative or other proceeding prior to the effective date of this Release including, but not limited to, claims by

reason of any matter, cause, or thing whatsoever which may have occurred between Ms. Castillo and any director, officer, employee, independent contractor, subcontractor, vendor, shareholder, agent, or representative of MarkWest prior to the effective date of this Release; and any claims arising because of continued effects of any acts that occurred on or before the effective date of this Release and this Release shall cover any and all damages, liabilities, costs, losses, and expenses arising out of or related to such claims. Ms. Castillo expressly agrees that this Release covers, in addition to any injuries or damages which have already occurred, all injuries or damages which may hereafter become manifest or hereafter occur arising out of noise, vibration, or other nuisances or trespasses, associated with or related to operations, activities and/or equipment of MarkWest or its agents;

2. warrants that none of the claims that are released and discharged in paragraph I.C.1. have been assigned or transferred in whole or in part, to any other party;

3. agrees to indemnify and hold harmless MarkWest for any attorney fees, costs, loss, settlement, or monetary judgment incurred by MarkWest, in the event Ms. Castillo pursues any released or discharged claim against MarkWest.

D. Confidentiality.

1. Ms. Castillo expressly agrees to keep the substance of settlement negotiations and the terms and conditions of this Release confidential, and shall not disclose, publish or communicate the same, or any part thereof, to the media, any person, judicial or administrative agency, business entity or association, or anyone else, for any reason whatsoever, without the prior express written consent of MarkWest, unless the disclosure, publication or communication is compelled by law, or is to an attorney, accountant, or financial advisor, and is necessary for the rendition of professional services or advice to Ms. Castillo (in which event the restrictions and provisions of this paragraph I.E. and its subparagraphs ("Confidentiality Provision") shall automatically apply to the attorney, accountant, or financial advisor, and Ms. Castillo shall be held responsible for any attorney's, accountant's, or financial advisor's compliance with this Confidentiality Provision.) If compelled, Ms. Castillo shall give the Partnership notice and opportunity to object to the requesting authority prior to such disclosure.

2. In the event of a breach of the Confidentiality Provision, the Party so breaching the Confidentiality Provision agrees to pay the other Party's costs and attorney fees incurred in any legal action or proceeding taken to enforce the Confidentiality Provision or to remedy any breach of the Confidentiality Provision.

E. Effective Date of This Agreement. The effective date of this Release shall be the last of the following: (1)

MarkWest's receipt of the original of this Release, executed by Ms. Castillo or her duly authorized representatives,  
(2) MarkWest's receipt of the Special Warranty Deed and Bill of Sale to the Property, executed by the Owners or their duly authorized representative.

F. Free and Voluntary Act. Ms. Castillo represents that she has had an opportunity to or has consulted with legal counsel regarding the terms and conditions of this Release, has carefully read its contents and clarified any point not fully understood, and understands and has given full consideration to all terms and conditions of this Release. Ms. Castillo further represents that she has voluntarily signed this Release as her own free act, and is acting under no coercion or duress. Ms. Castillo further represents that no representations, promises, agreements, stipulations, or statements have been made by any director, officer, employee, agent, or other representative of MarkWest, to induce this settlement, beyond those contained herein.

## II. ADDITIONAL PROVISIONS

A. Severability. In case any one or more of the provisions of this Release shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Further, any provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the Parties, to be modified, amended and/or limited to the minimum extent necessary to render any such provision valid and enforceable, with the complete understanding that Ms. Castillo's intent and desire to release and forever discharge MarkWest shall remain in effect forever.

B. Entire Agreement. This Release supersedes all prior written and verbal promises and agreements between the Parties. This Release constitutes the entire agreement between the Parties and may be amended, modified or superseded only by a written agreement signed by the Parties. No oral statement in the future by any director, officer, employee, agent, or other MarkWest representative shall modify or otherwise affect the terms and provisions of this Release.

C. Governing Law. This Release shall be construed in accordance with the laws of the State of Texas without regard to conflict of law rules or provisions therein that might otherwise apply the law of another jurisdiction.

D. Admissibility. The Parties agree this Release shall not be admissible in any proceeding, except proceedings to enforce this Release or for a breach of this Release.

SIGNATURE PAGE TO 7/9, 2007 RELEASE AND WAIVER BY AND BETWEEN MS. TAMMY CASTILLO AND MARKWEST JAVELINA COMPANY FOLLOWS ON NEXT PAGE

IN WITNESS THEREOF, and intending to be legally bound, the Parties have executed this Release and Waiver.

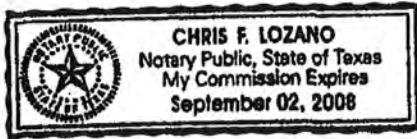
MS. TAMMY CASTILLO

*Tammy Castillo*  
Date: \_\_\_\_\_

STATE OF TEXAS            )  
  ) §  
COUNTY OF NUECES        )

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of July, 2007, by Tammy Castillo.

WITNESS my hand and official seal.



Notary Public: *Chris Lozano*  
My Commission Expires: \_\_\_\_\_

MARKWEST JAVELINA COMPANY

BY: *[Signature]*  
ITS: VICE PRESIDENT  
DATE: 07-17-2007

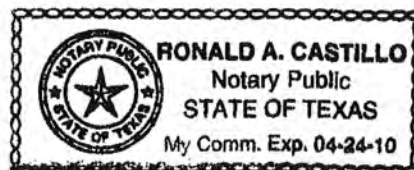
STATE OF TEXAS            )  
  ) §  
COUNTY OF Harris ~~NUECES~~        )

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of July, 2007, by *Ms. S. Dickerson* of MarkWest Javelina Company.

WITNESS my hand and official seal.

Notary Public: *[Signature]*  
My Commission Expires: 4-24-2010

SIGNATURE PAGE TO 7/9, 2007 RELEASE AND WAIVER BY AND BETWEEN MS. TAMMY CASTILLO AND MARKWEST JAVELINA COMPANY





WARRANTY DEED

STATE OF TEXAS  
 COUNTY OF NUECES

\*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
 \*

THAT, I, MARIE GOIN, not joined by my husband because the property herein conveyed is my separate property and estate, and constitutes no part of our homestead, as Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

Lot Three E (3-E), EHLERS GARDEN TRACTS, being 0.453 acres as recorded in Volume 1635, Page 33, Nueces County Deed Records, and being a portion of Lot Three (3), EHLERS GARDEN TRACTS, as recorded in Volume 6, Page 33 of the Map or Plat Records of Nueces County, Texas; Plat of Lot Three E (3-E) appearing of record in Volume 48, Page 93, Map Records of Nueces County, Texas to which record reference is here made for a complete description.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind herself, her heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1991, which have been prorated to this date.

EXECUTED this 18<sup>th</sup> day of November, 1991.

Marie Goin  
Marie Goin

Mailing Address  
of Grantee:

COASTAL JAVELINA, INC.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

Any provision herein which restricts the Sole, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of REAL  
PROPERTY Nueces County, Texas on

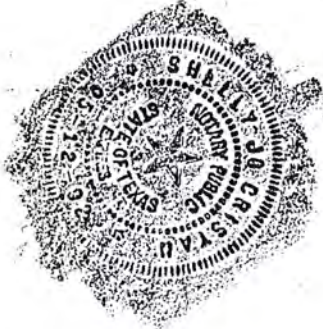
NOV 18 1991

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\*  
\*  
  
Gregory M. Brown  
COUNTY CLERK  
NUECES COUNTY, TEXAS

This instrument was acknowledged before me on the 18<sup>th</sup>  
day of November, 1991, by MARIE GOIN.

Sally J. Crist  
Notary Public, State of Texas



WARRANTY DEED

FROM

MARIE GOIN

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

/dw3/pm/javdeed.pm

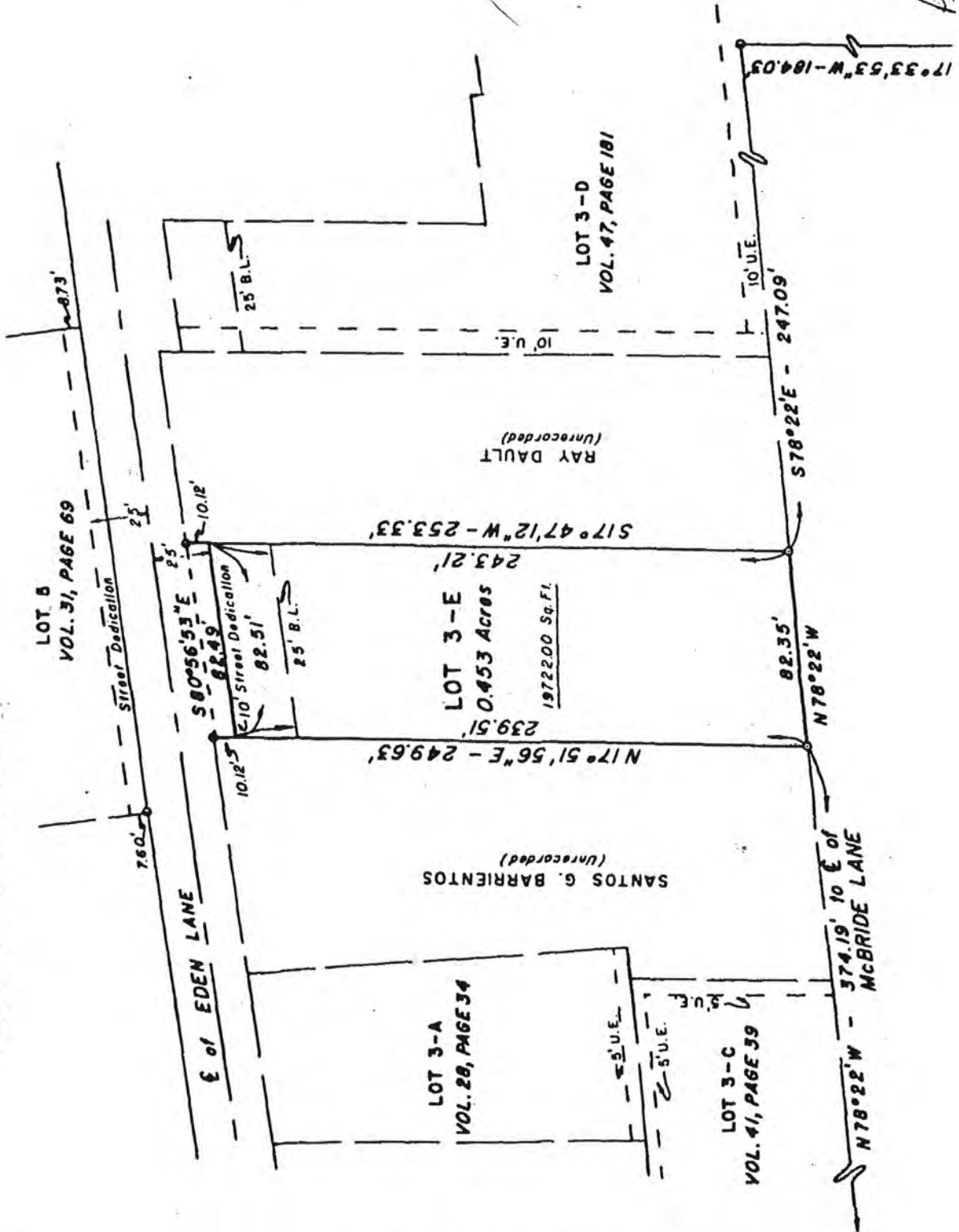
781133

COMPARED

NOV 18 3 52 PM '91  
FILED FOR RECORD

2  
24005

IN VOLUME 48, PLAT 48193  
 NUECES COUNTY, TEXAS



Eden's Garden Tracts

Plat 48193

THIS CASE WILL BE FILED IN VOLUME 48, PLAT 48193 (TR#116)

STATE OF TEXAS  
 COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_

Official whose name and instrument of writing executed the same for the purposes expressed and I certify that \_\_\_\_\_

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

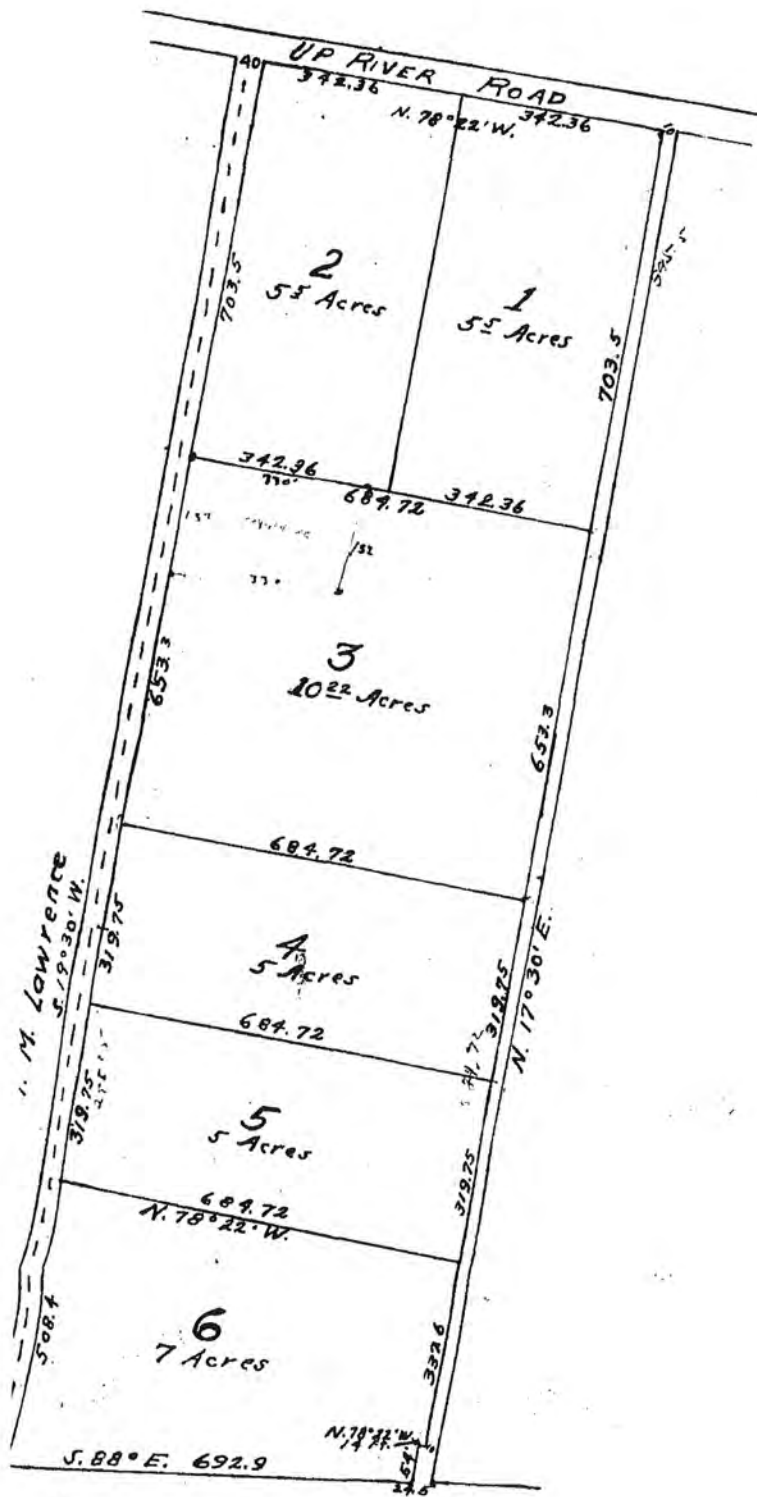


STATE OF TEXAS  
 COUNTY OF NUECES

I, **JUAN**

hereby certify that the land shown on the foregoing plat is the land of **AIDAN LEDD** and all actions therein express or implied.

This the 13<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_.



PLAT  
of  
EHLERS GARDEN TRACTS ~



WARRANTY DEED

STATE OF TEXAS  
 COUNTY OF NUECES

\*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
 \*

THAT, We, GABE G. HERNANDEZ and wife, AURORA HERNANDEZ, as Grantors, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

Portion of Lot Three (3), EHLERS GARDEN TRACTS, in Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 6, Page 33, Map Records of Nueces County, Texas, and being described by metes and bounds as follows:

E. 1/2 of a tract of land out of Lot 3, Ehlers Garden Tracts, in Corpus Christi, Nueces County, Texas, which said tract of land is described as being 1 acre of land, more or less, out of Lot 3, Ehlers Garden Tracts, situated West of Corpus Christi, Texas, and being W. 165 ft. of that certain tract of land conveyed to Mable Anderson Rutherford by deed recorded in Volume 294, Page 113, Deed Records of Nueces County, Texas and being the same property conveyed to Hubert C. Walters et ux by deed recorded in Volume 314, Page 610, Deed Records of Nueces County, Texas; said 1 acre tract being described by metes and bounds as follows:

COMMENCING at point of intersection of W. boundary line of roadway along E. side of Lot 3 and S. boundary line of Lot 3, the SE corner of Lot 3; THENCE N. 17 deg. 30' E. along W. boundary line of said roadway, the same being E. boundary line of Lot 3, a distance of 448 ft. to a point, the NE corner of Mabel Anderson Rutherford Tract; THENCE, N. 78 deg. 22' W. along N. line of said Mabel Anderson Rutherford Tract, the same being parallel to S. boundary line of Lot 3, a distance of 165 ft. to a point in same, the NW corner of that certain tract of land conveyed to Lloyd Magee by deed recorded in Volume 314, Page 613, Deed Records of Nueces County, Texas, for NE and beginning corner of this tract; THENCE, S. 17 deg. 30' W. along W. boundary of Lloyd Magee Tract, a distance of 264 ft. to a point, the SW corner of Lloyd Magee Tract for SE corner of this tract, the same being located in N. boundary line of that certain tract of land conveyed to A. H. Masiran by deed recorded in Volume 269, Page 71, Deed Records of Nueces County, Texas; THENCE, N. 78 deg. 22' W. along N. boundary line of A. H. Masiran Tract a distance of 165 ft. to a point, the SW corner of Mabel Anderson Rutherford tract and of this tract; THENCE, N. 17 deg. 30' E. along W. boundary line of Mabel Anderson

Rutherford Tract a distance of 264 ft. to a point the NW corner of said Mabel Anderson Rutherford Tract and of this tract; THENCE, S. 78 deg 22' E. along N. boundary line of Mabel Anderson Rutherford Tract a distance of 165 ft. TO PLACE OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1991, which have been prorated to this date.

EXECUTED this 6<sup>th</sup> day of November, 1991.

Gabe G. Hernandez  
Gabe G. Hernandez

Aurora Hernandez  
Aurora Hernandez

Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\*  
\*

This instrument was acknowledged before me on the 6<sup>th</sup> day of November, 1991, by GABE G. HERNANDEZ and wife, AURORA HERNANDEZ.



Shelley Jo Crist  
Notary Public, State of Texas

WARRANTY DEED

FROM

GABE G. HERNANDEZ AND WIFE, AURORA HERNANDEZ

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

/dw3/pm/herndeed.pm

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

NOV 7 1991



*Gregory Nava*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

COMPARE

*Gregory Nava*  
COUNTY CLERK NUECES COUNTY TX

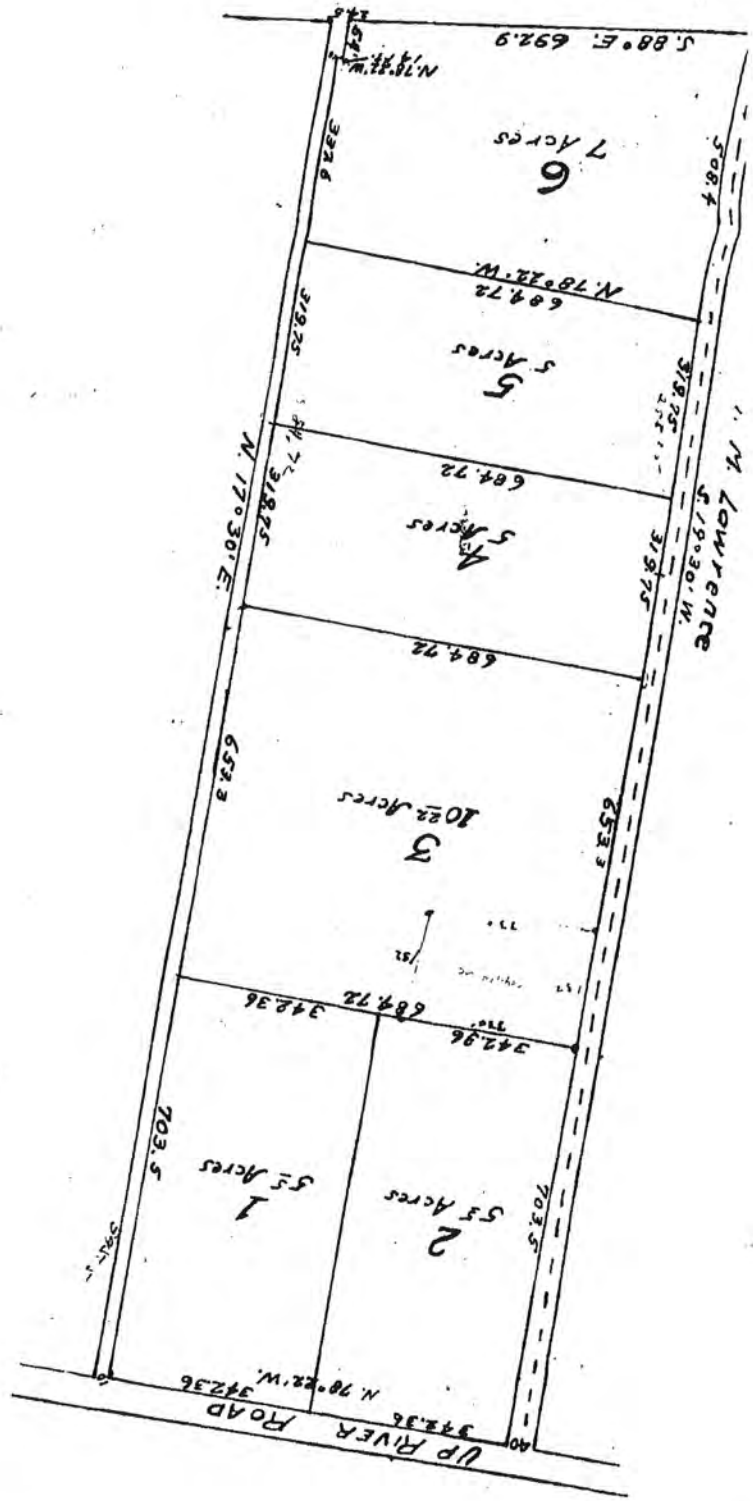
FILED FOR RECORD  
NOV 7 11 22 AM '91

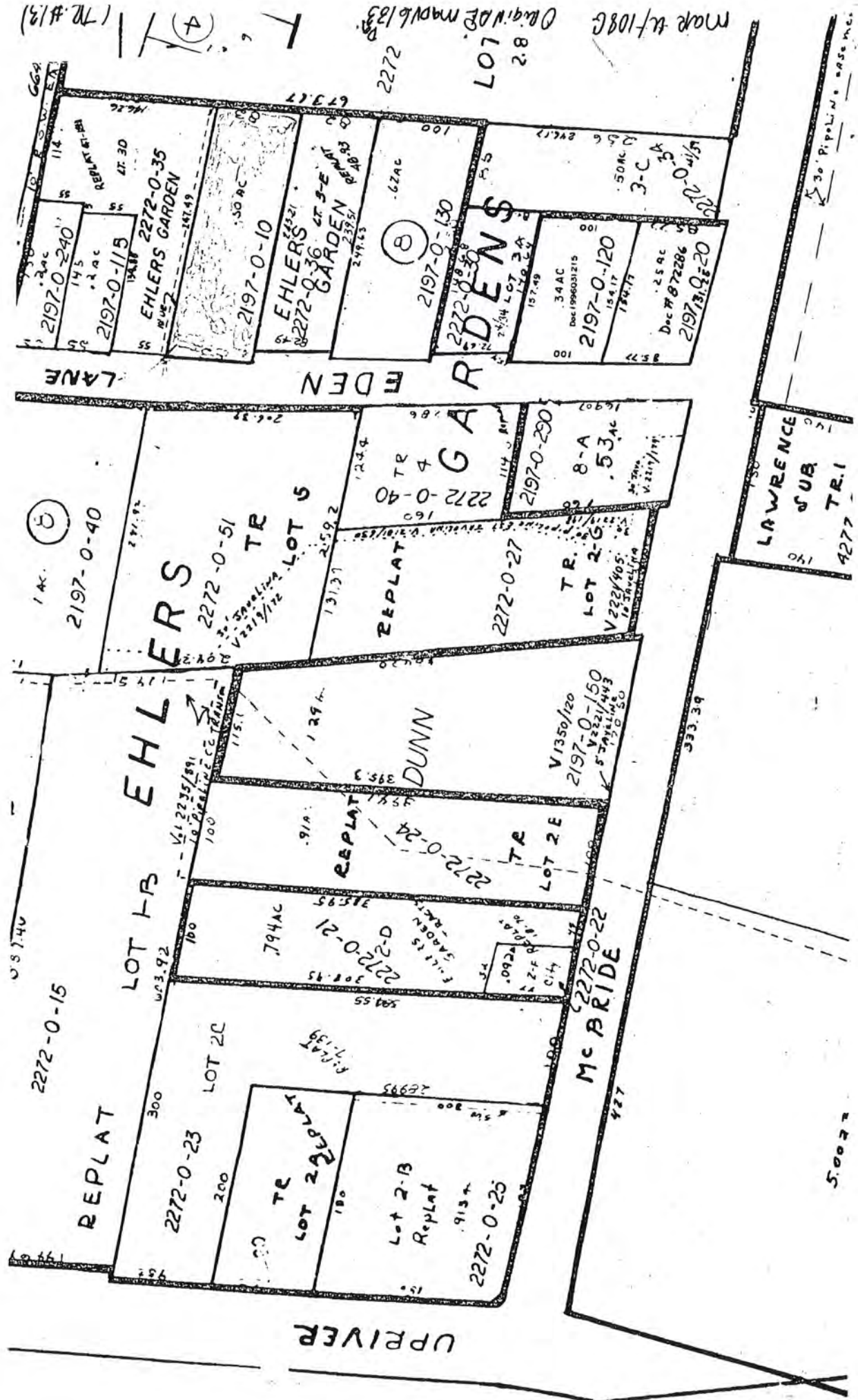
779981

700  
200



# PLAT of FILLERS GARDEN TRACTS ~





Map #1086  
 Original Map No. 6133  
 (TR. #1/3)

UPRIVER

LAWRENCE  
 SUB  
 TR 1  
 4277

50072

LANE

LOT 2  
 2.8  
 2272

1 AC. (8)  
 2197-0-40

EHLERS

2272-0-51

TR 5

LOT 5

TR 4

2272-0-40

REPLAT

2272-0-27

TR 3

LOT 3

2272-0-20

TR 2

LOT 2

2272-0-10

TR 1

LOT 1

2272-0-01

TR 0

LOT 0

**WARRANTY DEED**

**DATE:** April 2, 1993

**GRANTORS:** Billy J. Anderson and wife, Elma L. Anderson

**GRANTORS' MAILING ADDRESS  
(INCLUDING COUNTY):**

Route 3, Box 481  
Corpus Christi, Nueces County, Texas 78415

**GRANTEE:** Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS  
(INCLUDING COUNTY):**

Nine Greenway Plaza  
Houston, Harris County, TX 77047-0995

**CONSIDERATION:** The sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY (Including any improvements):**

**TRACT 1**

Lot 3"D", Ehlers Garden Tracts, a subdivision in Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 47 at Page 181, Map Records of Nueces County, Texas, reference to the record of which is here made for a complete description.

**TRACT 2**

That certain tract or parcel of land situated in Nueces County, Texas and being 55 feet by 145 feet out of Lot 3, Ehlers Garden Tracts according to a map thereof recorded in Volume 6, Page 33 of the Nueces County Map Records and more commonly known as 5405 Eden Lane, Corpus Christi, Texas 78407, and described by metes and bounds in a Warranty Deed dated December 10, 1984, from Ann Blake Gonzales, a widow as Grantor to Billy J. Anderson and wife, Elma L. Anderson as Grantees, recorded in Volume 1945, Pages 351-354, Deed Records of Nueces County, Texas, reference to the record of which is here made for a complete description.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Grantee accepts the property in its "AS IS" condition, without warranty of use for any particular purpose. Nothing in this sentence, however, shall effect or limit the warranty of title set forth in this deed.
2. There is reserved to the Grantors for the period of time hereafter stated, the right of Grantors, to occupy the property and improvements and use them for their present purposes. This right to occupy shall terminate one hundred eighty (180) days from date of this deed. While in possession of the property the Grantors agree to maintain insurance in the amounts currently maintained on

the property including fire, windstorm and extended coverage, and the liability insurance described below in this paragraph, naming the Grantee as an additional insured. Buyer agrees to indemnify and hold the Grantee Javelina Company harmless of and from any and all causes of action for injury to persons or property on or about the premises whether arising out of their occupancy or not, excluding acts of God, war, plant explosions, catastrophes or strike. Grantors further agree to pay all utility bills and to suffer no liens or encumbrances to maintain the premises in the present condition and to permit no damage or waste, reasonable wear and tear accepted. Grantors shall save and hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and damages to persons or property, including costs and attorney's fees, incident to or in any manner resulting from Grantors's performance of their rights, duties and obligations under this Warranty Deed, and caused by the willful acts, or sole and/or concurrent negligence of Grantors, or Grantors' agents, employees, or licensees. Grantors further covenant and agree that they will comply with all municipal ordinances of the City of Corpus Christi that require moving permits, and will make no illegal use of the property. In connection with Grantors' possession of the improvements, Grantors agree that until the earlier of one hundred and eighty (180) days from date hereof, or such time as the Grantors vacate the property, Grantors shall keep in full force a liability insurance policy in at least the amount of \$100,000.00 per person, \$300,000.00 per incident and \$50,000.00 property damage, said policy naming Grantee as additional insured.


3. Taxes for the year 1993 and subsequent years.
4. This conveyance is further made subject to any and all restrictions, covenants, conditions, visible or known or recorded easements and reservations, if any, relating to the hereinabove described premises, or as shown of record in the Office of the County Clerk of Nueces County, Texas.
5. Tract 1 is subject to reservation of oil, gas and other minerals in warranty deed dated December 3, 1981, from Jerry Jolliffe and wife, Loraine D. Jolliffe as Grantors to Billy J. Anderson and wife, Elma L. Anderson as Grantees, recorded in Volume 1808, pp. 527-529, Deed Records, Nueces County, Texas, and there is excepted from Tracts 1 and 2 all oil, gas and other minerals or interest in same, if any, heretofore reserved by Grantors' predecessors in title as shown by the records of the Nueces County Clerk.

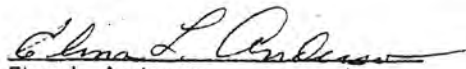
**WARRANTY:**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANT, SELL, and CONVEY to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns forever; and Grantor hereby binds herself, her heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

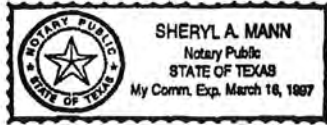
IN WITNESS WHEREOF, this instrument was executed at Corpus Christi, Texas, as of the date above written.

  
Billy J. Anderson

  
Elma L. Anderson

STATE OF TEXAS  
COUNTY OF NUECES

This instrument was acknowledged before me on the 2nd day of ~~March~~ <sup>APRIL</sup>, 1993 by BILLY J. ANDERSON and ELMA L. ANDERSON.



*Sheryl A. Mann*  
Notary Public, State of Texas  
SHERYL A. MANN  
3/16/97

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 S. Water Street, Suite 545  
Corpus Christi, Texas 78401

PREPARED IN THE  
LAW OFFICE OF:

NICOLAS, MORRIS & BARROW  
505 S. Water Street, Suite 545  
Corpus Christi, Texas 78401

WARRANTY DEED

FROM

BILLY J. ANDERSON and ELMA L. ANDERSON

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

c:\pm\deeds\anderson\par

7/3

FILED FOR RECORD  
DOC# 849228 \$10  
04-05-1993 04:39:11  
ERNEST M. BRIONES  
NUECES COUNTY

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is Invalid and unenforceable under FEDERAL LAW, 3/12/89.

COMPARED

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on

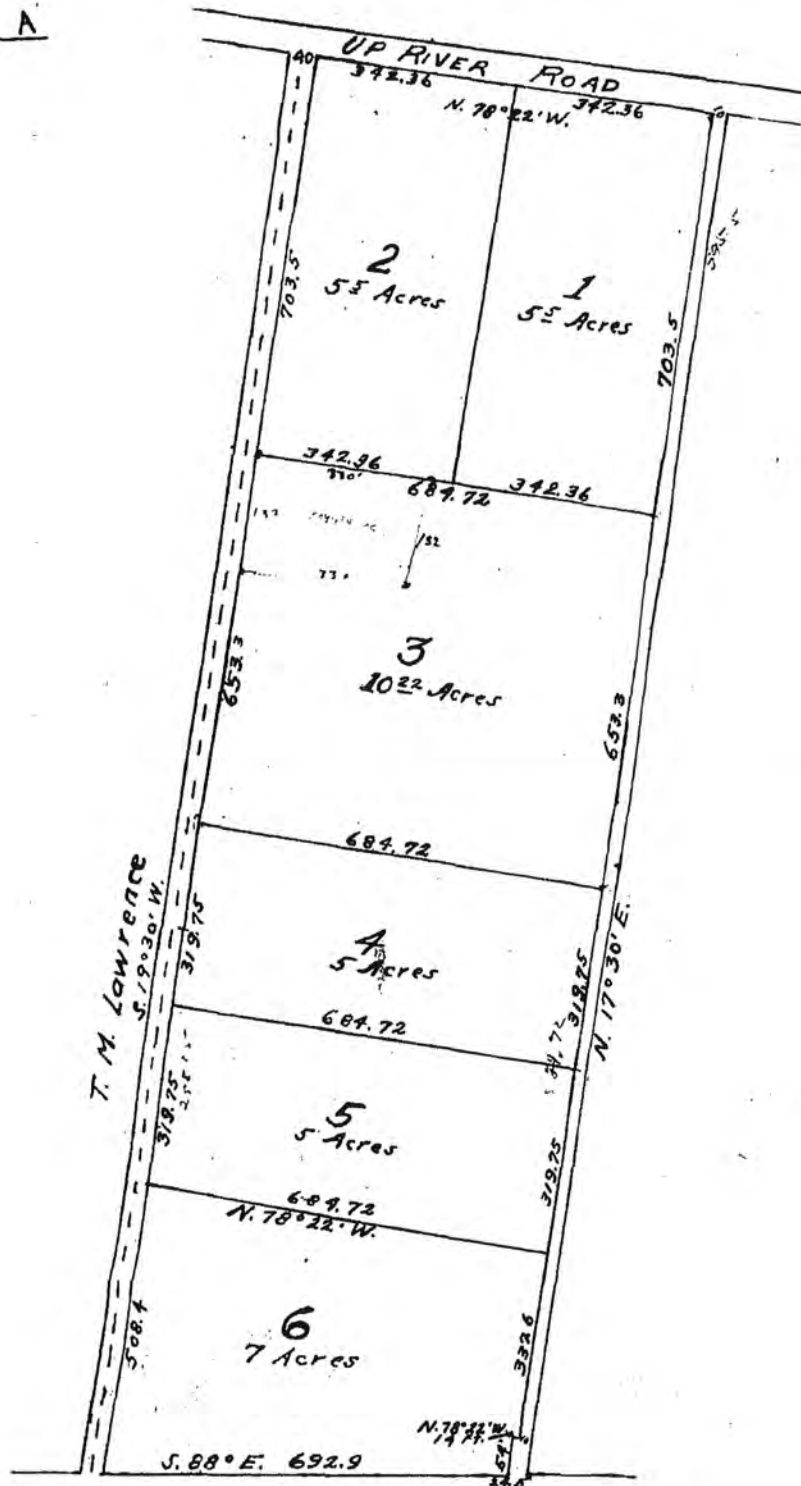
APR 5 1993



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

(Cross Section Tracts) Plat 6/33

EXHIBIT A



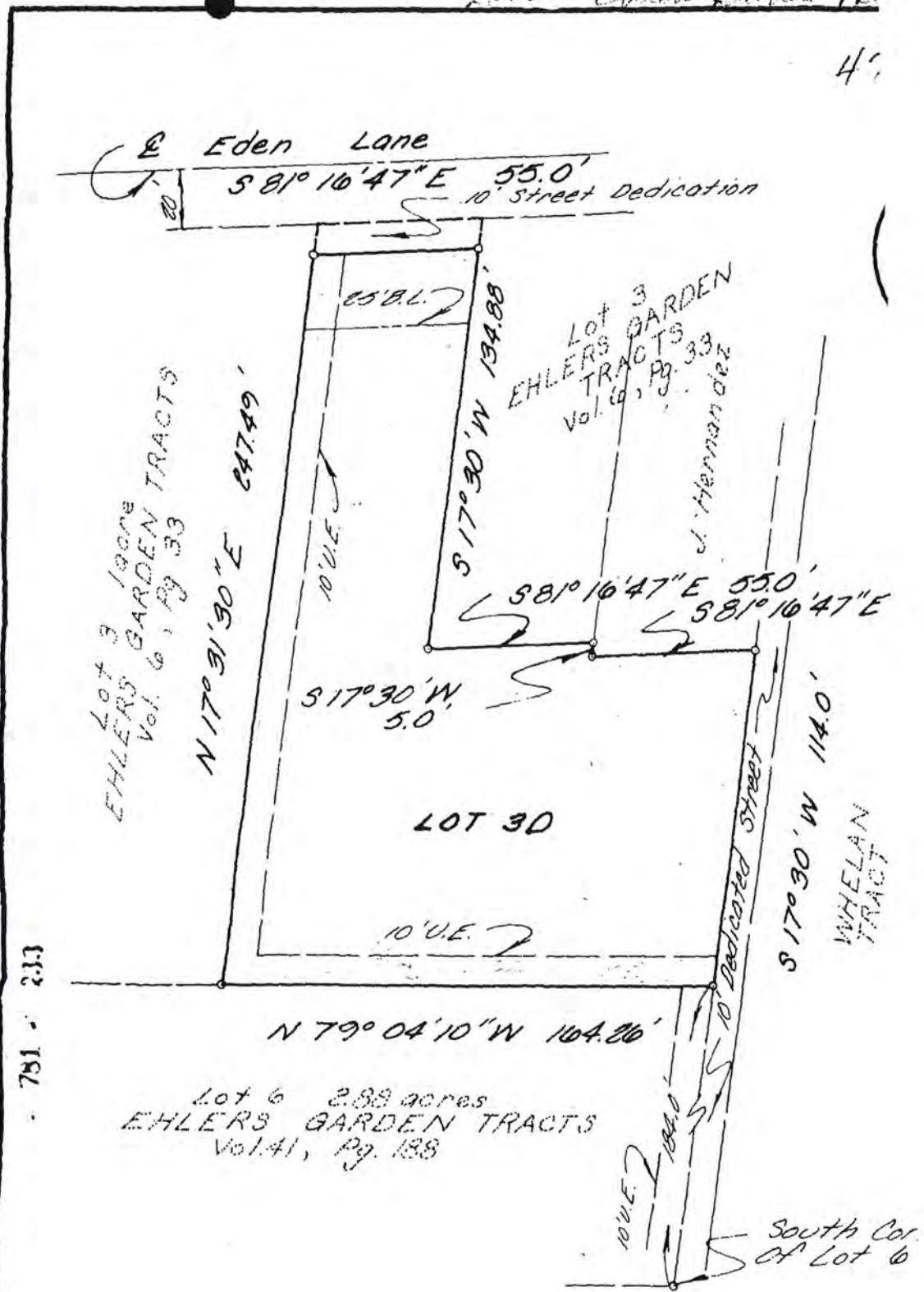
PLAT  
of

Plat V. 6 Pg. 33 - Ehlers GARDEN TRACTS

(TR 445)

Lot 3 - Ehlers Garden Tr.

4'



781 - 233

STATE OF TEXAS  
COUNTY OF NUECES

We, Billy J. Anderson and wife, Elma L. Anderson, do hereby certify that we are the owners of the property, that all streets as shown are dedicated to the public forever, that all easements are dedicated to the public forever, that all easements as shown are dedicated to the public for the installation and maintenance of public utilities and we hereby adopt this plat for the purposes of describing this 26 day of August, 1982.

Billy J. Anderson  
Billy J. Anderson  
Elma L. Anderson  
Elma L. Anderson (FD #45)

STATE OF TEXAS  
J. 47 Pg. 18 - Replat part Lot 3 (Lot 3D)

MAP W/108G- APPRALSAL DISTRICT (TR #45)



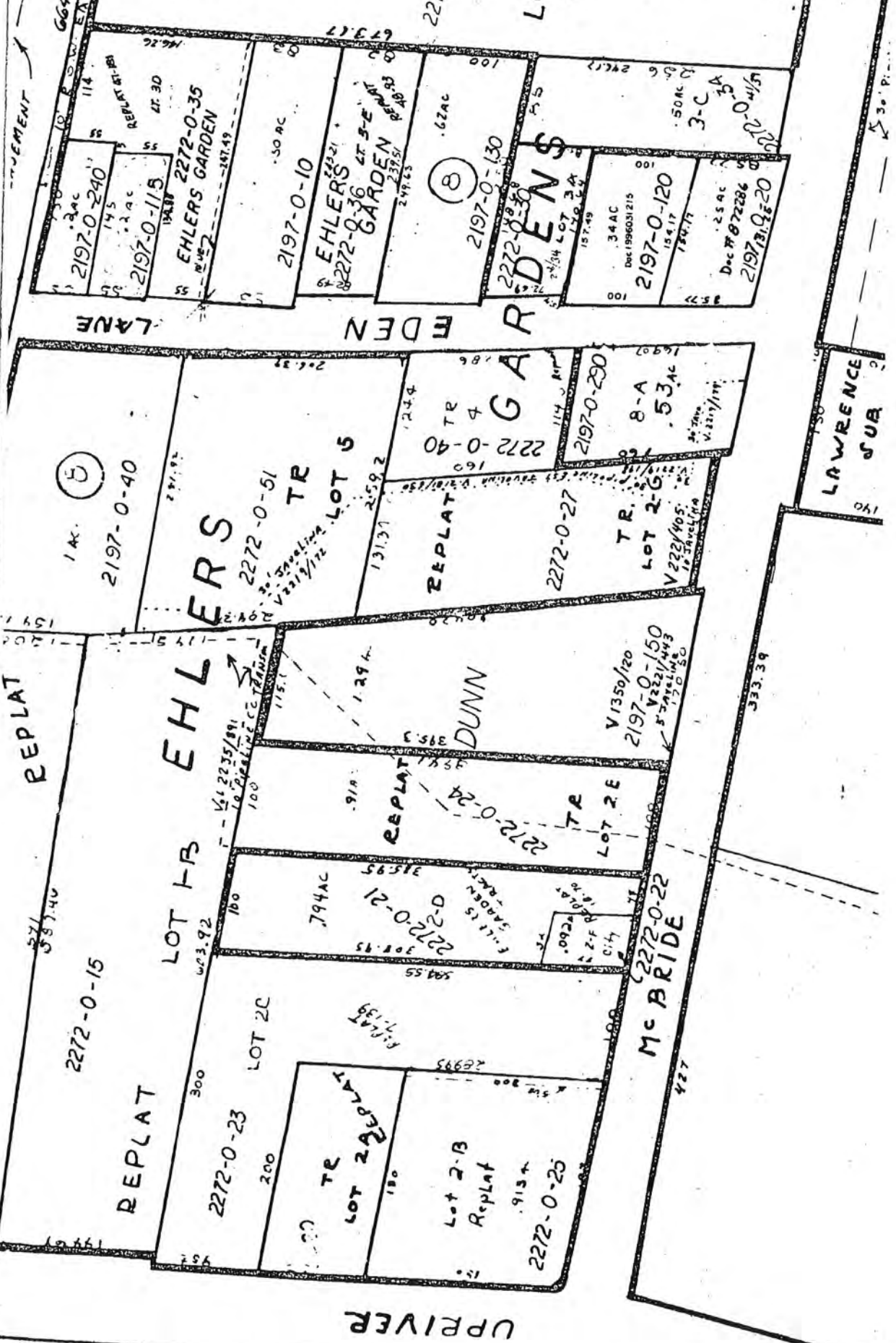
UPPER RIVER

MAR 11, 1988

7



Map Appraisal District



UPRIVER

7

333.39

2272-0-15

REPLAT

387.40

LOT 1-B

EHLERS

2272-0-15

REPLAT

300

LOT 2C

2272-0-23

TR

LOT 2A

REPLAT

180

LOT 2-B

Replat

.915

2272-0-25

McBRIDE

2272-0-22

TR

LOT 2-E

REPLAT

794AC

2272-0-21

REPLAT

1.29

DUNN

2272-0-24

TR

LOT 2-E

2272-0-27

REPLAT

TR

LOT 2-G

V 222/405

10

2272-0-40

TR

4

2272-0-40

REPLAT

131.37

2159.2

LOT 5

EHLERS

2272-0-51

TR

1.244

2272-0-40

TR

8-A

53AC

2197-0-290

REPLAT

114

EDEN LANE

2197-0-10

EHLERS

2272-0-36

LOT 3-E

GARDEN

2272-0-35

EHLERS GARDEN

2197-0-115

REPLAT

145

2197-0-240

REPLAT

24

2272-0-130

REPLAT

197.49

2197-0-120

REPLAT

184.17

2197-0-34

REPLAT

114

LOT 3-C

2272-0-34

REPLAT

126.24

2272-0-34

REPLAT

34AC

Dec 1990 31 215

2197-0-120

REPLAT

25.5 AC

Dec 77 872286

2197-0-320

REPLAT

333.39

LAWRENCE SUB

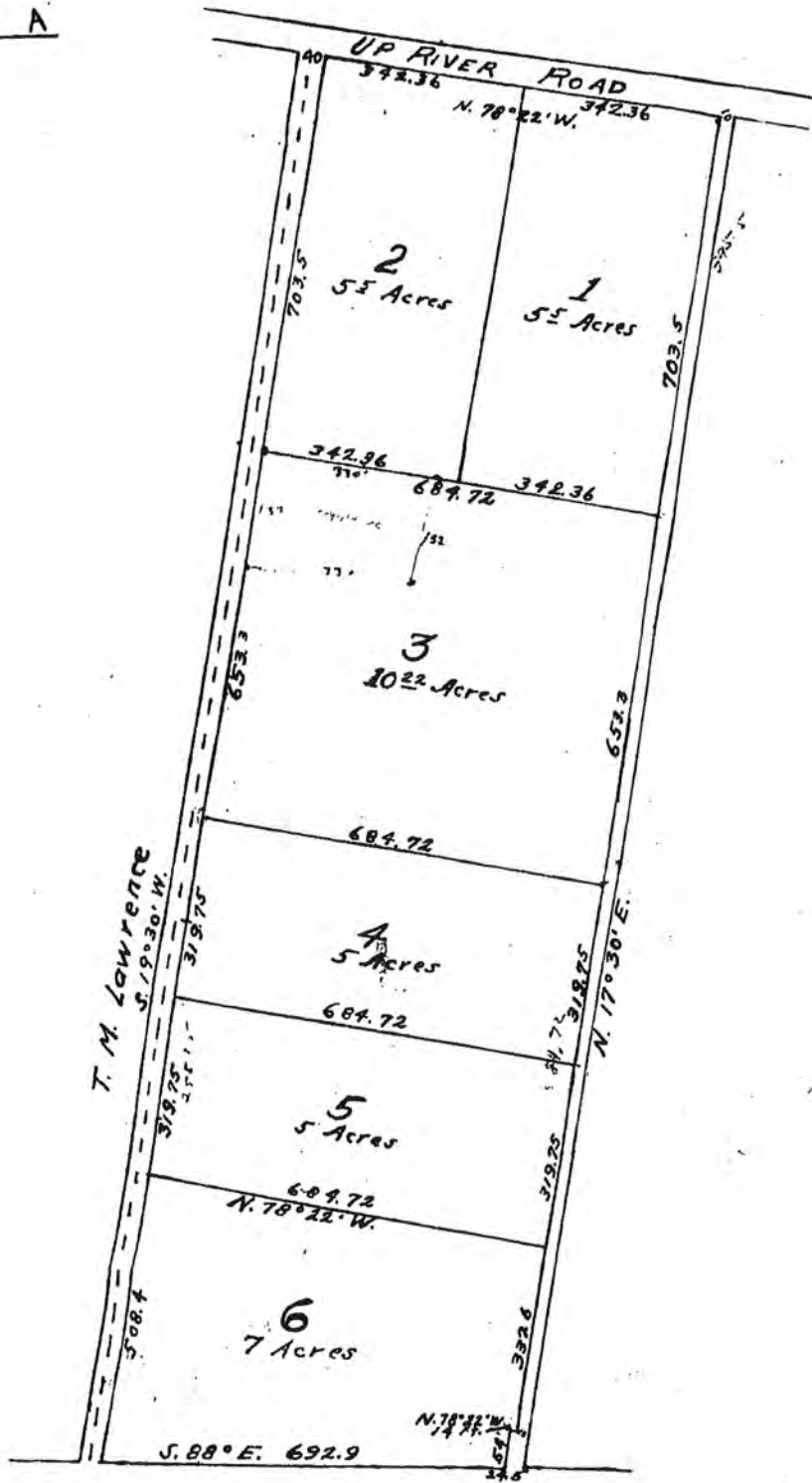
2.88

LOT

UPRIVER

(Case of Garden Tracts) Plat 6/33

EXHIBIT A



PLAT  
of

Plat V. 6, Pg. 33 - Ehlers GARDEN TRACT

(TR. #44)

954 905

409936

GENERAL WARRANTY DEED

THE STATE OF TEXAS |
COUNTY OF NUECES | KNOW ALL MEN BY THESE PRESENTS:

THAT I, ANN BLAKE GONZALES, a widow

(hereinafter called Grantors, whether one or more) of Jefferson Parish, Louisiana for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to me cash in hand paid by BILLY J. ANDERSON and wife, ELMA L. ANDERSON whose address is 5409 Eden Lane, Corpus Christi, Texas 78407

(hereinafter called Grantees, whether one or more) of Nueces County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed,

AND FURTHER, the consideration of the execution and delivery of the said Grantees of their one certain promissory note of even date herewith for the principal sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 13,500.00 ), payable to the order of THE INTERNATIONAL BANK OF CORPUS CHRISTI

said Payee having advanced such sum of money toward the purchase of the hereinafter described property at the request of the Grantees herein, such note containing the usual and customary default, acceleration of maturity and attorney's fee clauses, and being further secured, in addition to the vendor's lien retained herein, by a Deed of Trust of even date herewith to ALLAN J. CHEATUM, Trustee, on the hereinafter described property,

HAVE GRANTED, SOLD And CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said Grantees all that certain tract or parcel of land situated in Nueces County, Texas, described as follows, to-wit:

(See Legal Description on EXHIBIT "A" ATTACHED)

This conveyance is made and accepted subject to all restrictions, reservations, covenants, conditions, rights of way and easements now outstanding and of record, if any, in Nueces County, Texas, affecting the above described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees herein, their heirs, successors and assigns, and we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises unto the said Grantees, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DEED RECORDS

VOL 1945 PAGE 351

12/10/84-DATE
12/18/84-DATE FILED

GENERAL WARRANTY Deed

1945/351 DR.
(TR.#44)

EXHIBIT "A"

ROLL 954 IMAGE 906

VOL 1945 PAGE 352

All that certain tract or parcel of land situated in Nueces County, Texas and being 55 feet by 145 feet out of Lot 3, Ehler's Garden Tracts according to map thereof recorded in Volume 6, Page 33 of the Nueces County Map Records and described as follows:

BEGINNING at the southeast corner of Lot 3, Ehler's Garden Tracts and thence N. 17 deg. 30' E. 448 feet to an iron pin;

THENCE N. 78 deg. 22' W. 55 feet to an iron pin which is the northeast corner of this tract and place of beginning;

THENCE S. 17 deg. 30' W. 145 feet to an iron pin the southeast corner of this tract;

THENCE N. 78 deg. 22' W. 55 feet to an iron pin the southwest corner of this tract;

THENCE N. 17 deg. 30' E. 145 feet to an iron pin in south line of Eden Lane for northwest corner of this tract;

THENCE S. 78 deg. 22' E. along the south line of Eden Lane 55 feet to the place of beginning and being the same property conveyed by Cosme Gonzales and wife, Ann B. Gonzales by deed dated January 30, 1963, recorded in Volume 989 Page 122 of the Nueces County Deed Records.

BUT it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved against the above described property, premises, and improvements until the above described note and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute; and the Vendor's Lien and the Superior Title are hereby transferred, assigned, sold, and conveyed to

THE INTERNATIONAL BANK OF CORPUS CHRISTI  
the Payee named in said note, its successors and assigns, without recourse.

Taxes for the year 1984 having been prorated, the payment thereof is hereby assumed by Grantees.

EXECUTED this 10th day of December 1984.

*Ann Blake Gonzales*  
ANN BLAKE GONZALES

LOUISIANA  
THE STATE OF ~~TEXAS~~ |  
PARISH OF ~~JEFFERSON~~ |  
~~JEFFERSON~~ |

BEFORE ME, the undersigned authority, on this day personally appeared ANN BLAKE GONZALES known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 14 day of December 1984.

*Robert H. Gray*  
Notary Public in and for ~~Nueces~~ ~~Jefferson~~ Parish, ~~TEXAS~~ Louisiana

THE STATE OF TEXAS |  
COUNTY OF NUECES |

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this day of 19 .

Notary Public in and for Nueces County, Texas

STATE OF TEXAS }  
COUNTY OF NUECES }

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

DEC 18 1984



*Marion Hollings*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

409936	ANN BLAKE CONZALES TO BILLY J. ANDERSON and wife, ELMA L. ANDERSON	GENERAL WARRANTY DEED	K.P.-6 DEED RECORD 12-18-84 354	JOHN W. HENNESSEY ATTORNEY AT LAW EXHIBIT PROFESSIONAL B.L.O.B. 4888 EXHIBIT - P. O. BOX 2184 CORPUS CHRISTI, TEXAS 78411
--------	---	-----------------------	--	---

707504

2251

Prepared by the State Bar of Texas for use by lawyers only.

Revised 10-85.

© 1985 by the State Bar of Texas

## WARRANTY DEED

ORIGINAL WAS  
FILED FOR RECORD  
APR 12 9 57 AM '90

*Marion Uhlinger*

COUNTY CLERK NUECES COUNTY, TX

Date: April 6, 1990

Grantor: John R. Padilla and Billie Joreene Padilla, Individually and as Independent Executrix of the Estate of Arthur C. Padilla, Deceased  
Grantor's Mailing Address (including county): c/o John R. Padilla  
702 MBank Center North  
Corpus Christi, Nueces County, Texas 78471

Grantee: Javelina Company, a Texas General Partnership

Grantee's Mailing Address (including county): Nine Greenway Plaza  
Houston, Texas 77046  
Attn: Right of Way Department  
Harris County

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

### Property (including any improvements):

A tract of land being 55' x 150', more or less, out of Lot Three (3), of the EHLERS GARDEN TRACTS in Nueces County, Texas, more particularly described by metes and bounds in Substitute Trustee's Deed dated November 6, 1962, from Robert Lee Bunting, Jr., Substitute Trustee, as Grantor, to Arthur Padilla, as Grantee, recorded in Volume 981, Pages 218-221, Deed Records of Nueces County, Texas; together with all improvements thereon.

### Reservations from and Exceptions to Conveyance and Warranty:

1. Present restrictions, if any, existing against said property.
2. Existing Building and Zoning Ordinances, if any
3. Rights of parties in possession
4. Delinquent tax judgment in Cause No. 88-6796-C.
5. Mineral reservations and easements of record and all municipal ordinances and other matters of record affecting the property herein conveyed.
6. The property and improvements are sold "AS IS", WHERE IS", without warranty of condition or suitability, express or implied.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Signed this 6th day of April, 1990.

John R. Padilla  
John R. Padilla

Billie Joreene Padilla  
Billie Joreene Padilla,  
Individually, and as Independent  
Executrix of the Estate of Arthur  
C. Padilla, Deceased

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF NUECES

This instrument was acknowledged before me on the 9th day of April, 1990  
by JOHN R. PADILLA.

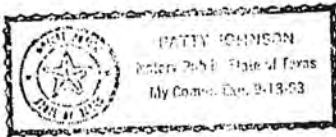


Fay S. Hamon  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 6 day of April, 1990  
of BILLIE JOREENE PADILLA.  
# corporation, on behalf of said corporation=



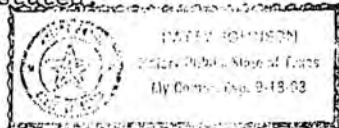
Patty Johnson  
Notary Public, State of Texas  
Notary's name (printed): Patty Johnson  
Notary's commission expires:

~~AFTER RECORDING RETURN TO:~~

~~PREPARED IN THE LAW OFFICE OF:~~

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 6th day of April, 1990, by BILLIE JOREENE PADILLA, as Independent Executrix of the Estate of Arthur C. Padilla, Deceased, in the capacity therein stated.

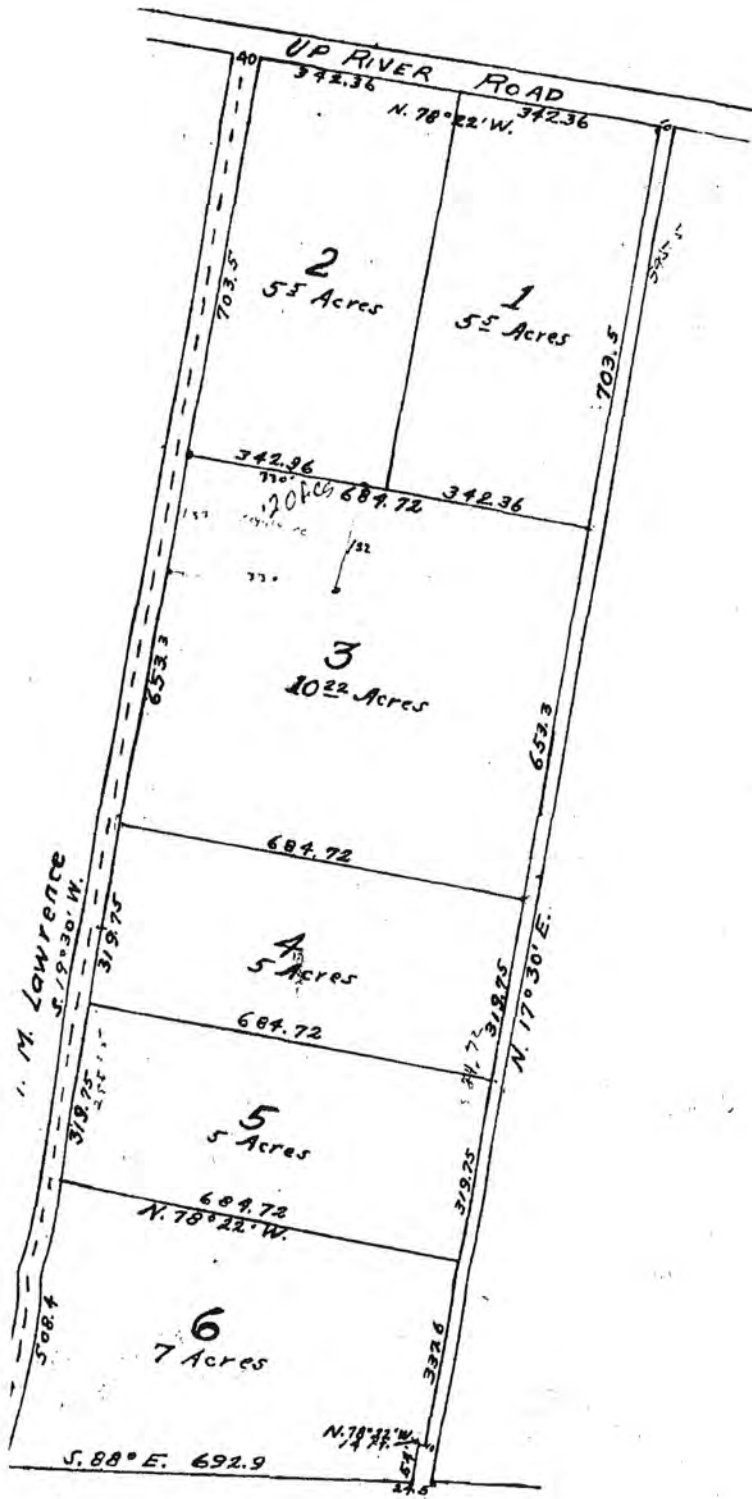


Patty Johnson  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
NICOLAS, MORRIS & BARROW  
505 South Water, Suite 545  
Corpus Christi, Texas 78401

PREPARED IN THE LAW OFFICE OF  
NICOLAS, MORRIS & BARROW  
505 South Water, Suite 545  
Corpus Christi, Texas 78401  
(512) 883-6341



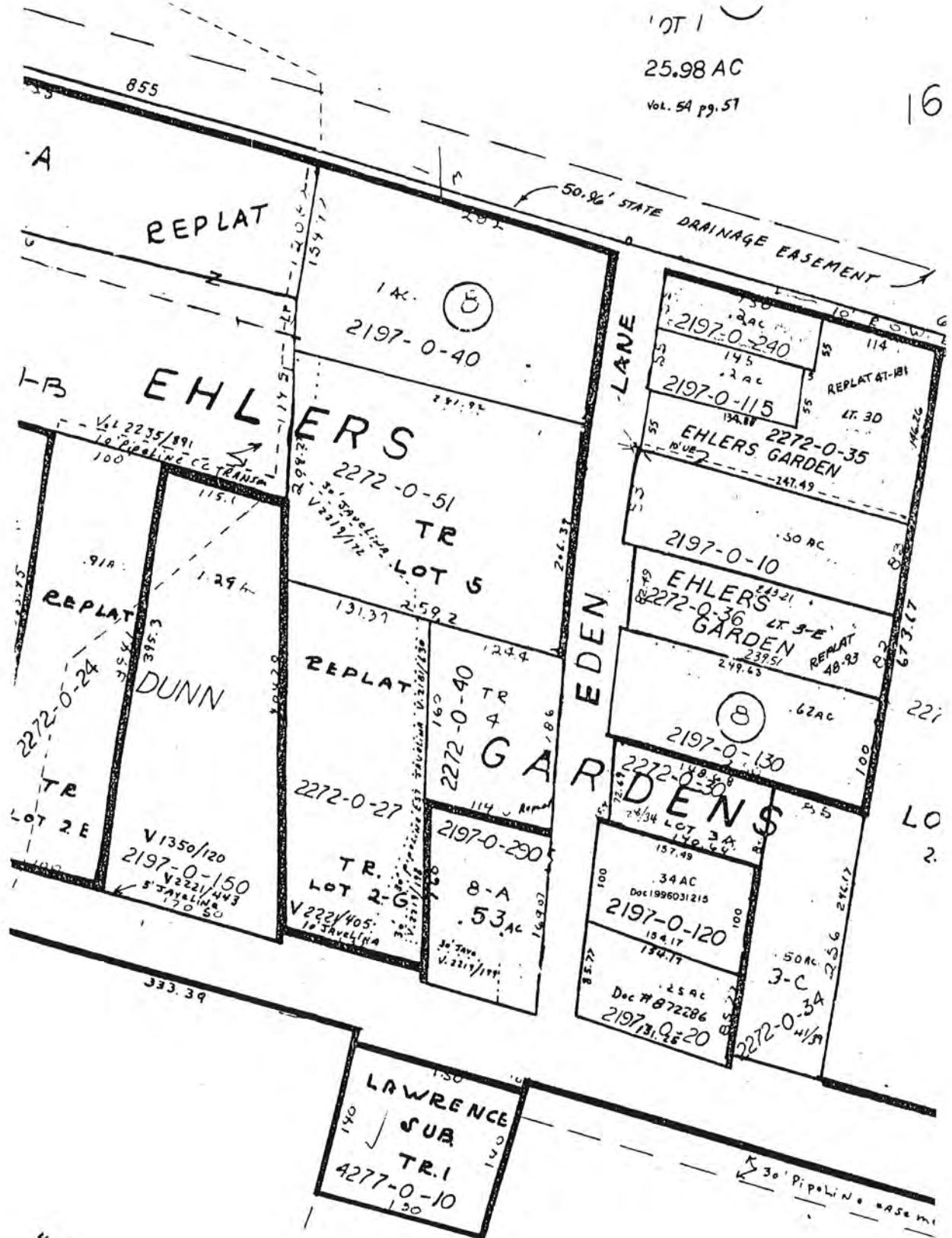


PLAT  
of  
EHLERS GARDEN TRACTS ~

Plat V. 6, Pg. 33 - Original Plat Ehlers Garden Tracts (TR # 27)

1071  
25.98 AC  
Vol. 54 pg. 57

16



320

W1108G - APPRAISAL District

(TR.#27)

709131

STATE OF TEXAS  
COUNTY OF NUECES

X  
X  
X

ORIGINAL WAS

FILED FOR RECORD  
APR 25 10 30 AM '90

RELEASE OF JUDGMENT

*Marion Helton*

COUNTY OF NUECES COUNTY TX

On July 14, 1989, City of Corpus Christi and Nueces County, as Plaintiffs, recovered a judgment in Suit No. 88-6796-C, against **Arthur Padilla**, Defendant(s), seeking foreclosure of the tax lien against:

Acct. No. 2197-0000-0240, A tract of land being fifty-five feet by one hundred fifty feet (55' X 150'), more or less, out of Lot 3 of the Ehlers Garden Tracts in Nueces County, Texas, as shown by map recorded in Volume A, Page 41, Map Records of Nueces County, Texas

Said judgment has been paid, settled and satisfied, only as to the above named Defendant(s) and property, all costs of suit have been paid, and a release of judgment is necessary to clear the title to such property.

In consideration of the payment of all taxes in such judgment against such property and all costs of court in such suit, City of Corpus Christi and Nueces County, hereby recite payment and satisfaction of said judgment and authorizes their release of record as to such property only.

Dated this the 24 day of April, 1990.

*Lynda D. Helton*  
LYNDA D. HELTON  
STATE BAR #09405700  
ATTORNEY FOR Plaintiffs

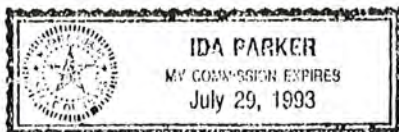
STATE OF TEXAS  
COUNTY OF NUECES

X  
X  
X

Before me, a notary public in and for the State of Texas, on this date personally appeared Lynda D. Helton, tax attorney for the City of Corpus Christi and Nueces County, Plaintiffs known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 24 day of April, 1990.

*Ida Parker*  
Ida Parker  
Notary Public, State of Texas  
Commission Expires: 07/29/93



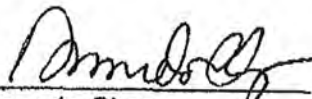
CERTIFICATE

THE STATE OF TEXAS §

COUNTY OF NUECES §

I, the undersigned City Secretary of the City of Corpus Christi, Texas, so certify that the following is a true and correct copy of Resolution No. 027500 passed and approved by Corpus Christi City Council on November 20, 2007 as same appears in the Official Records of the City of Corpus Christi, Texas, of which the City Secretary's Office is the lawful custodian.

WITNESSETH MY HAND and the Official Seal of the City of Corpus Christi, Texas, this 26th day of November 2007.

  
Armando Chapa  
City Secretary  
Corpus Christi, Texas

(SEAL)

1<sup>st</sup> SHH = \$15.00  
(7 SHHS @ \$4.00 ea.) = \$28.00  
\$43.00  
FILING & RECORDING FEES

**AN ORDINANCE****ABANDONING AND VACATING A 30,887.54-SQUARE FOOT PORTION OF THE EDEN LANE PUBLIC RIGHT-OF-WAY, OUT OF LOTS 3, 3A, 4, & 5, EHLERS GARDEN TRACTS, LOCATED EAST OF THE MCBRIDE LANE STREET RIGHT-OF-WAY, AND NORTH OF IH37; SUBJECT TO COMPLIANCE WITH THE SPECIFIED CONDITIONS**

**WHEREAS**, Javelina Refinery is requesting the abandonment and vacating a 30,887.54-square foot portion of the Eden Lane public right-of-way, out of Lots 3, 3A, 4, & 5, Ehlers Garden Tracts, located east of the McBride Lane Street right-of-way, and north of IH 37; and

**WHEREAS**, it has been determined that it is feasible and advantageous to the City of Corpus Christi to abandon and vacate said portion of the utility easements, subject to the provisions below. (Exhibit)

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:**

**SECTION 1.** That the 30,887.54-square foot portion of the Eden Lane public right-of-way, out of Lots 3, 3A, 4, & 5, Ehlers Garden Tracts is abandoned and vacated, subject to Owner's compliance with the conditions specified in Section 2. below. A temporary utility easement is retained over, under, along, across, and through the abandoned right-of-way until the existing utilities in each easement are relocated or abandoned. The plat of the subdivision is recorded in Volume 6, Page 33, Volume 37, Page 124, and Volume 31, Page 69 of the Map Records of Nueces County, Texas.

**SECTION 2.** The abandonment and vacation of the above utility easement is conditioned upon Owner's compliance with the following:

- 1) That the Owner pay the fair market value of \$23,166.00 within 30 days of the adoption of this street closure ordinance, on a one-time payment basis, for the abandonment and vacation of a 30,887.54-square foot portion of the Eden Lane street right-of-way.
- 2) Owner must retain the entire 30,887.54-square foot portion of the Eden Lane street right-of-way proposed for closure as a utility easement for the continuous maintenance of all existing public and private utilities within the right-of-way, by the appropriate private and public utility companies.
- 3) *No additional vehicular traffic by refinery trucks will be allowed on the Eden Lane right-of-way, only for utility maintenance purposes or as an emergency entrance or exit.*

**027500**

- 4) Owner will be allowed to construct a chain-link fence with gate across the right-of-way with a sign and 24 hour emergency number for utility maintenance access.
- 5) The relocation of any existing City or private utilities will be done at owner's expense.
- 6) Upon approval from Council and ordinance issued, all grants of street closures must be recorded in the real property Map Records of Nueces County, Texas, in which the property is located. Prior to Building Permit approval of construction, an up-to-date survey, abstracted for all easements and items of record, must be submitted to the Director of Development Services.

That the foregoing ordinance was read for the first time and passed to its second reading on this the 13<sup>th</sup> day of November, 2007, by the following vote:

Henry Garrett	<u>Aye</u>	Priscilla G. Leal	<u>Absent</u>
Melody Cooper	<u>Aye</u>	John E. Marez	<u>Absent</u>
Larry Elizondo, Sr.	<u>Aye</u>	Nelda Martinez	<u>Aye</u>
Mike Hummell	<u>Aye</u>	Michael McCutcheon	<u>Aye</u>
Bill Kelly	<u>Aye</u>		

That the foregoing ordinance was read for the second time and passed finally on this the 20<sup>th</sup> day of November, 2007, by the following vote:

Henry Garrett	<u>Aye</u>	Priscilla G. Leal	<u>Aye</u>
Melody Cooper	<u>Aye</u>	John E. Marez	<u>Aye</u>
Larry Elizondo, Sr.	<u>Aye</u>	Nelda Martinez	<u>Aye</u>
Mike Hummell	<u>No</u>	Michael McCutcheon	<u>No</u>
Bill Kelly	<u>Aye</u>		

PASSED AND APPROVED, this the 20<sup>th</sup> day of November, 2007.

ATTEST:

Armando Chapa  
Armando Chapa  
City Secretary

Henry Garrett  
Henry Garrett  
Mayor

APPROVED as to form: November 7, 2007

By: Gary W. Smith  
Gary W. Smith  
Assistant City Attorney  
For City Attorney

027500

**EXHIBIT B****FIELD NOTES**  
**EDEN LANE STREET CLOSURE**  
**AND UTILITY EASEMENT**

Being a 30,887.54 square foot street of varying width known as Eden Lane out of Lot 3, Ehlers Garden Tracts as shown on plat recorded in Volume 6, Page 33 of the Map Records of Nueces County, Texas, also being all of the dedicated street right of way as shown on plat of Nueces County, Texas and a portion of the dedicated street right of way as shown on plat of Lot 5, Ehlers Garden Tracts recorded in Volume 31, Page 69 of the Map Records of Nueces County, Texas, and being more particularly described by metes and bounds as follows;

**BEGINNING** at a point on the southerly right of way of Eden Lane, the easterly line of a called 0.5 acre tract of land described in Volume 2314, Page 520, Deed Records Nueces County Texas and the northwesterly corner of said Lot 3D, Ehlers Garden Tracts recorded in Volume 47 Page 181 of the Map Records of Nueces County, Texas, and also being the northeasterly corner of a called 0.99 acre tract deed to Coastal Javelina, Inc., for the **POINT OF BEGINNING** of the herein described street closure and utility easement;

**THENCE** N 78° 22' 00" W, with the south right of way line of said Eden Lane, being the north line of said 0.99 acre tract, at a distance of 165.00 feet pass a point for the northeast corner of said 0.99 acre tract, being the northwest corner of a called 1.12 acre tract deeded to Coastal Javelina, Inc. Document number 2007037790 Deed Records of Nueces County, Texas; continuing with the south line of said Eden Lane, being the north line of said 1.12 acre tract; at a distance of 72.69 feet to a point for the northwest corner of said 1.12 acre tract, and being the northeast corner of Lot 3-A Ehler Garden Tracts, deeded to Coastal Javelina, Inc. Document number 1996031215 of the Deed Records of Nueces County, Texas; at a distance of 99.95 feet to a point for the northwest corner of said Lot 3-A, and being the northeast corner of a called 0.30 acre tract deeded to Coastal Javelina, Inc. Document number 873142 Deed Records of Nueces County, Texas; in all a distance of 525.74 feet to a point on the west right of way line of McBride Lane, same being the northeast corner of said 0.30 acre tract, for the southwest corner of the herein described street closure and utility easement;

**THENCE** N 17° 46' 21" E, with the west right of way line of said McBride Lane, a distance of 59.09 feet to the southwest corner of a called 0.53 acre tract, deeded to Coastal Javelina, Inc. Document number 1998020296 of the Deed Records of Nueces County, Texas; for the northwest corner of the herein described street closure and utility easement;

**THENCE** S 78° 22' 00" E, with the north right of way line of said Eden Lane, being the south line of said 0.53 acre tract, a distance of 172.14 feet to a point for the southeast corner of said 0.53 acre tract, same being the southwest corner of Lot 4 Ehler Garden Tracts recorded in Volume 37, Page 124 of the Map Records of Nueces County, Texas; continuing along the said north right of way line of said Eden Lane, at a distance of 157.43 feet to a point for the southeast corner of said Lot 4, same being the southwest corner of Lot 5 Ehler Garden Tracts recorded in Volume 31, Page 69 of the Map Records of Nueces County, Texas; in all a distance of 525.74 feet to a point on the south line of said Lot 5, for the northeast corner of the herein described street closure and utility easement;

**THENCE** S 17° 46' 21" W, a distance of 59.09 feet to the **POINT OF BEGINNING** containing 30,887.54 square feet of land more or less.

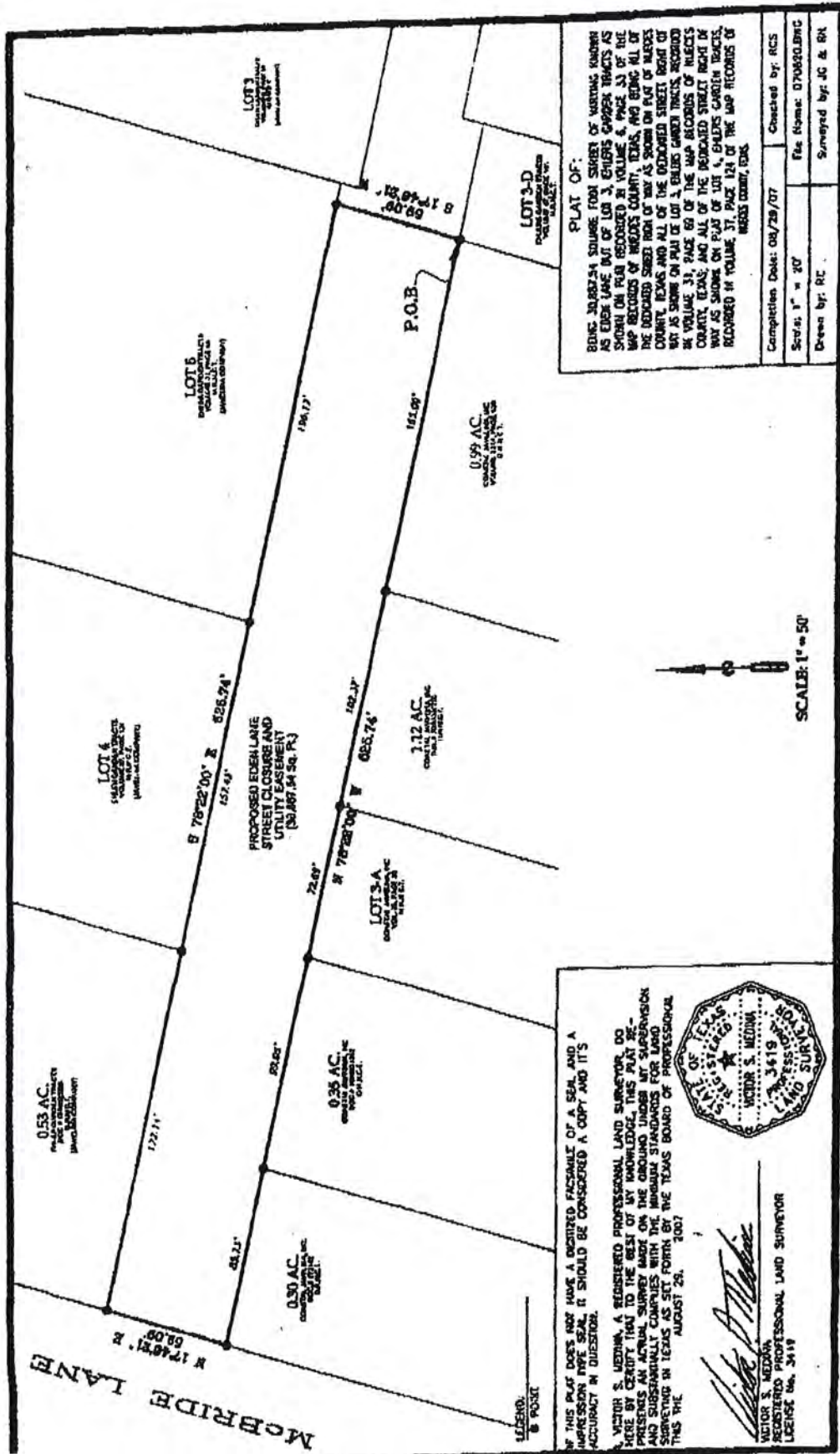
*This field note description was compiled with my direct supervision and available records.*



VICTOR S. MEDINA, RPLS # 3419  
070820.doc  
August 28, 2007







**PLAT OF:**  
 BEING 30,823.24 SQUARE FOOT SURVEY OF VARIOUS TRACTS AS SHOWN ON PLAN OF LOT 3, EDENLANE GARDEN TRACTS AS SHOWN ON PLAN RECORDED IN VOLUME 8, PAGE 33 OF THE MAP RECORDS OF BROWN COUNTY, TEXAS, AND BEING ALL OF THE DEEDS SHEET FROM OF WAY AS SHOWN ON PLAN OF BROWN COUNTY, TEXAS AND ALL OF THE DEEDS SHEET FROM OF WAY AS SHOWN ON PLAN OF LOT 1, EDENLANE GARDEN TRACTS, RECORDED IN VOLUME 31, PAGE 60 OF THE MAP RECORDS OF BROWN COUNTY, TEXAS, AND ALL OF THE DEEDS SHEET FROM OF WAY AS SHOWN ON PLAN OF LOT 4, EDENLANE GARDEN TRACTS, RECORDED IN VOLUME 31, PAGE 124 OF THE MAP RECORDS OF BROWN COUNTY, TEXAS.

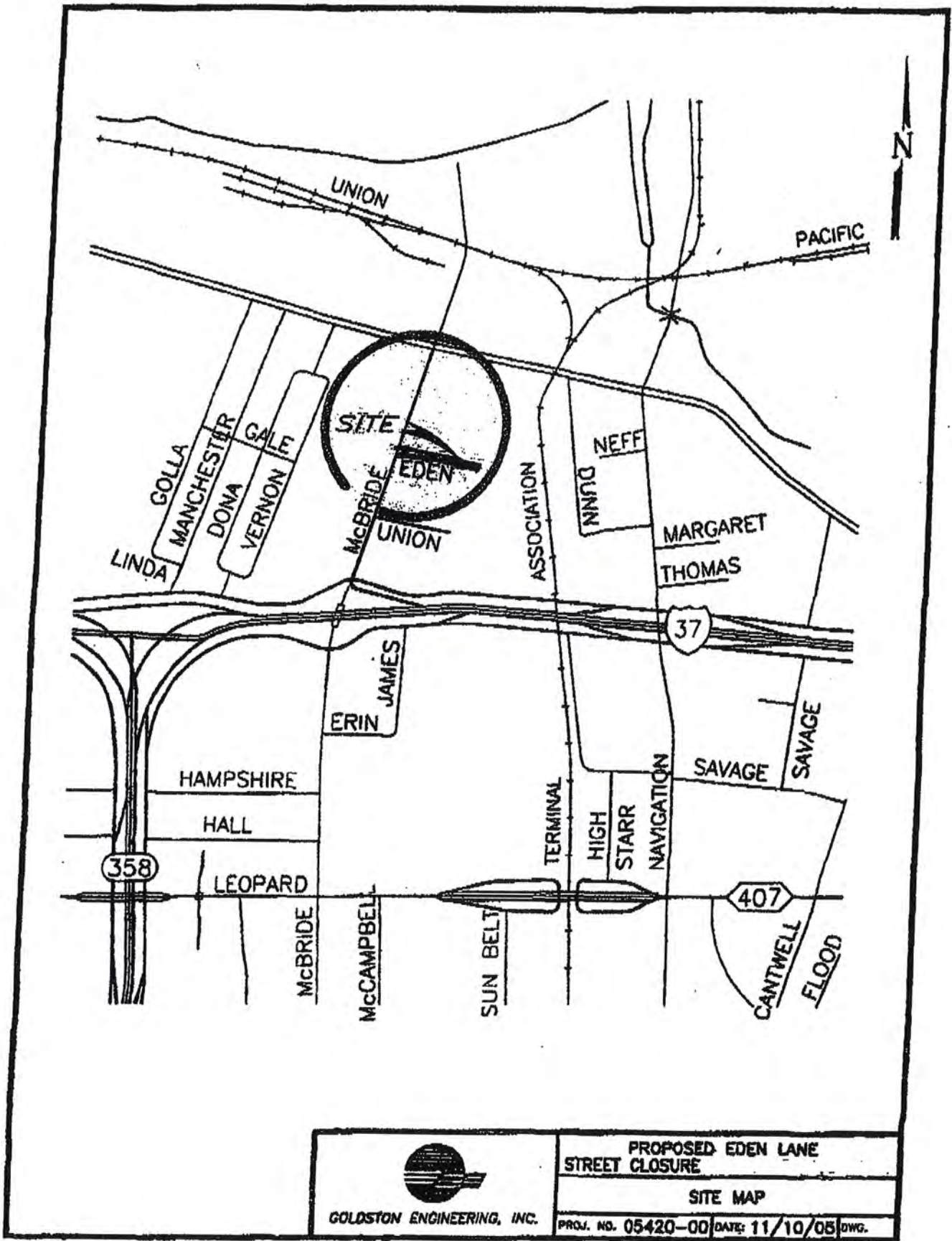
Completion Date: 08/28/07	Checked by: RCS
Scale: 1" = 50'	File Name: D70080.DWG
Drawn by: RC	Surveyed by: JG & BK

IF THIS PLAT DOES NOT HAVE A DIGITIZED FACSIMILE OF A SEAL, AND A PROFESSIONAL SURVEYOR SEAL, IT SHOULD BE CONSIDERED A COPY AND ITS ACCURACY IN QUESTION.

VICTOR S. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS PLAT PRESENTS AN ACCURATE SURVEY MADE ON THE GROUND IN ACCORDANCE WITH AND SUBSTANTIALLY COMPLIES WITH THE MINIMUM STANDARDS FOR LAND SURVEYING IN TEXAS AS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, AUSTIN, TEXAS, AUGUST 25, 2007.

VICTOR S. MEDINA  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 3414

EXHIBIT C




**GOLDSTON ENGINEERING, INC.**

**PROPOSED EDEN LANE  
STREET CLOSURE**

**SITE MAP**

PROJ. NO. 05420-00 DATE: 11/10/08 DWG.

EXHIBIT C

## QUITCLAIM DEED

Date: April 4<sup>th</sup>, 1990

Grantor: David R. Burden and wife, Margie J. Burden

Grantor's Mailing Address (including county): 5401 Eden Lane  
Corpus Christi, Nueces County, TX 78408

Grantee: Javelina Company, a Texas General Partnership

Grantee's Mailing Address (including county):

Consideration: Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

A tract of land being 55' x 150', more or less, out of Lot Three (3), of the EHLERS GARDEN TRACTS in Nueces County, Texas, more particularly described by metes and bounds in Substitute Trustee's Deed dated November 6, 1962, from Robert Lee Bunting, Jr., Substitute Trustee, as Grantor, to Arthur Padilla, as Grantee, recorded in Volume 981, Pages 218-221, Deed Records of Nueces County, Texas; together with all improvements thereon.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

David R. Burden  
David R. Burden

Margie J. Burden  
Margie J. Burden

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF NUECES

This instrument was acknowledged before me on the 4<sup>th</sup> day of April, 1990  
by DAVID R. BURDEN and wife, MARGIE J. BURDEN



Shelly Jo Crista  
Notary Public, State of Texas  
Notary's name (printed): SHELLY JO CRISTA  
Notary's commission expires: 5-12-92

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:  
NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

4/4/1990

RELEASE OF ALL CLAIMS

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\* KNOW ALL MEN BY THESE PRESENTS:  
\*

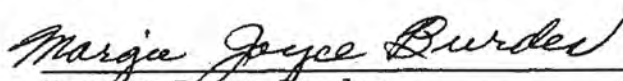
That the undersigned, DAVID RAY BURDEN and wife, MARGIE JOYCE BURDEN, of Corpus Christi, Nueces County, Texas, for and in consideration of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), in hand paid by JAVELINA COMPANY, a Texas General Partnership, receipt of which is hereby acknowledged, voluntarily and knowingly execute this release with the express intention of effecting the transfer of all of their right, title and interest in and to the property described below, and the extinguishment of all obligations, claims and causes of action of any nature whatsoever, against JAVELINA COMPANY, the partners composing said partnership, their agents, employees, contractors, successors and assigns.

The undersigned, with the intention of binding themselves, their heirs, executors, administrators and assigns, do hereby convey to JAVELINA COMPANY, its successors and assigns, all of the undersigneds' right, title and interest in and to the property at 5401 Eden Lane, Corpus Christi, Nueces County, Texas, described in the Quitclaim Deed, a copy of which is attached to and made a part of this release, and do further expressly RELEASE AND DISCHARGE, JAVELINA COMPANY, a Texas General Partnership, the partners of JAVELINA COMPANY, and their successors and assigns, from all claims, demands and causes of action which the

undersigned ever had or now has or may have or which the undersigned's heirs, executors, administrators or assigns may have or claim to have, against JAVELINA COMPANY, its partners, its successors and assigns, creating or arising out of the operations conducted by JAVELINA COMPANY, its partners, agents, servants, contractors, sub-contractors, and all persons working under them, for damages and injuries to property real or personal, and for all personal injuries to the undersigned, known or unknown, caused by or arising out of that certain construction taking place on the property of JAVELINA COMPANY, adjacent to the residence occupied by the undersigned at 5401 Eden Lane, Corpus Christi, Nueces County, Texas.

DATED this 4th day of April, 1990.

  
David Ray Burden

  
Margie Joyce Burden

STATE OF TEXAS

\*

COUNTY OF NUECES

\*

BEFORE ME, the undersigned authority on this day personally appeared DAVID RAY BURDEN and wife, MARGIE JOYCE BURDEN, who acknowledged to me that they executed the above and foregoing Release of All Claims for the purposes and considerations therein expressed and in the capacities therein stated.



*Shelly Jo Crista*  
Notary Public, State of Texas

\\dw3\pm\release.pm

WARRANTY DEED

STATE OF TEXAS  
 COUNTY OF NUECES

\*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
 \*

THAT, We, JUAN VELA VILLARREAL and wife, GUADALUPE VILLARREAL, and PETRA V. VILLARREAL, a widow, as Grantors, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

All of Lot Two (2), and the West Twenty-Three Feet (W. 23') of Lot Three (3), Block Two (2), BEST ADDITION, an addition to the City of Corpus Christi, Nueces County, Texas, according to map or plat of said addition recorded in Volume 1, Page 21, Map Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1991.

EXECUTED this 26 day of September, 1991.

Juan Vela Villarreal  
Juan Vela Villarreal

Guadalupe Villarreal  
Guadalupe Villarreal

Petra V. Villarreal  
Petra V. Villarreal, a widow

Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

STATE OF TEXAS \*  
\*  
COUNTY OF NUECES \*

This instrument was acknowledged before me on the 26th day of September, 1991, by JUAN VELA VILLARREAL and wife, GUADALUPE VILLARREAL.

Marile R. Collier  
Notary Public, State of Texas

2



STATE OF TEXAS

\*

COUNTY OF NUECES

\*

\*

This instrument was acknowledged before me on the 27th day of September, 1991, by PETRA V. VILLARREAL, a widow.

*Marile R. Collier*  
Notary Public, State of Texas

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.



STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

WARRANTY DEED

SEP 27 1991

FROM



*Graham Moran*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

JUAN VELA VILLARREAL, ET AL

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

COUNTY CLERK NUECES COUNTY TX

*Graham Moran*

SEP 27 11 38 AM '91

FILED FOR RECORD

d:/word/coastwd2.pm.rv

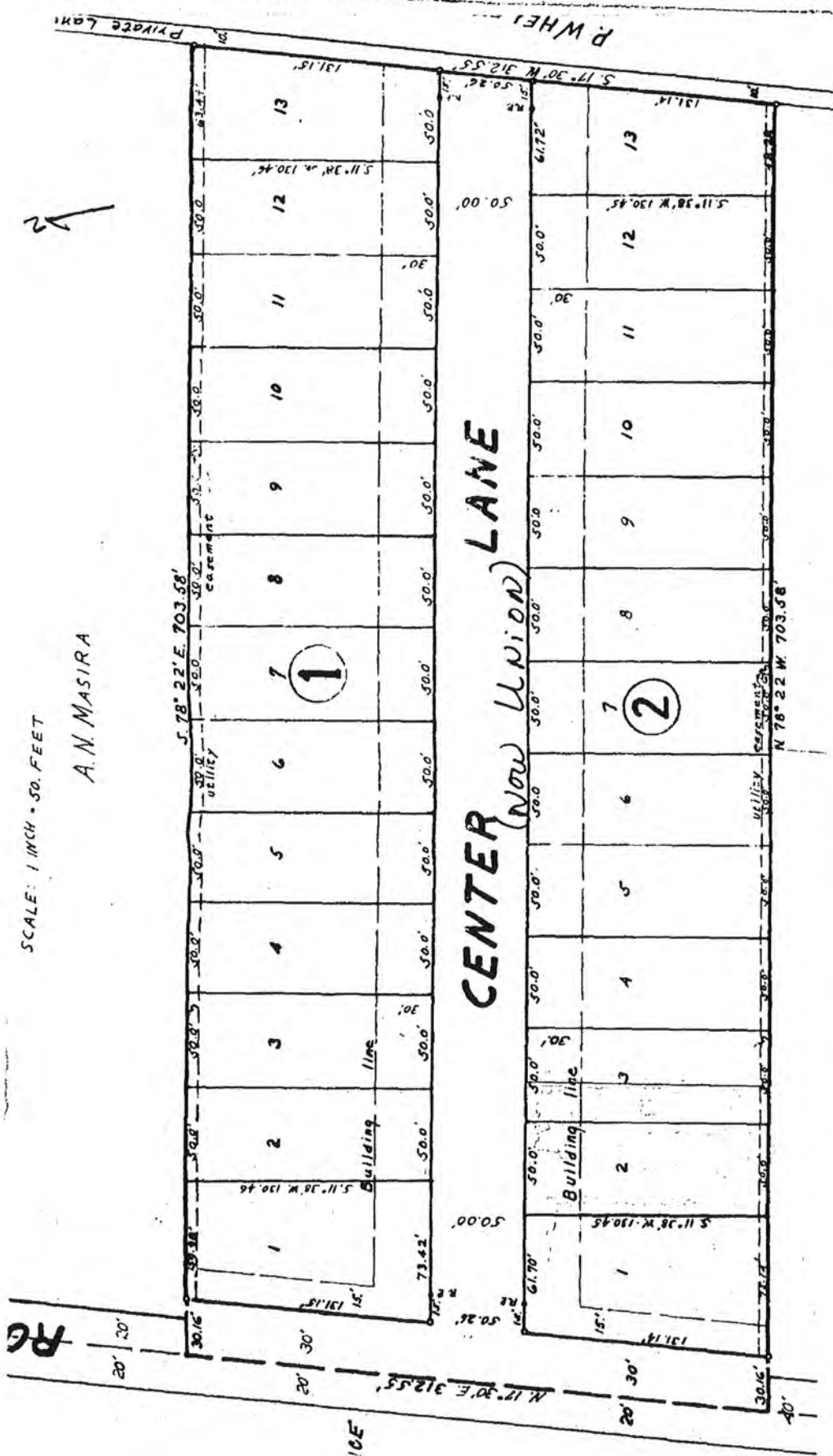
774423

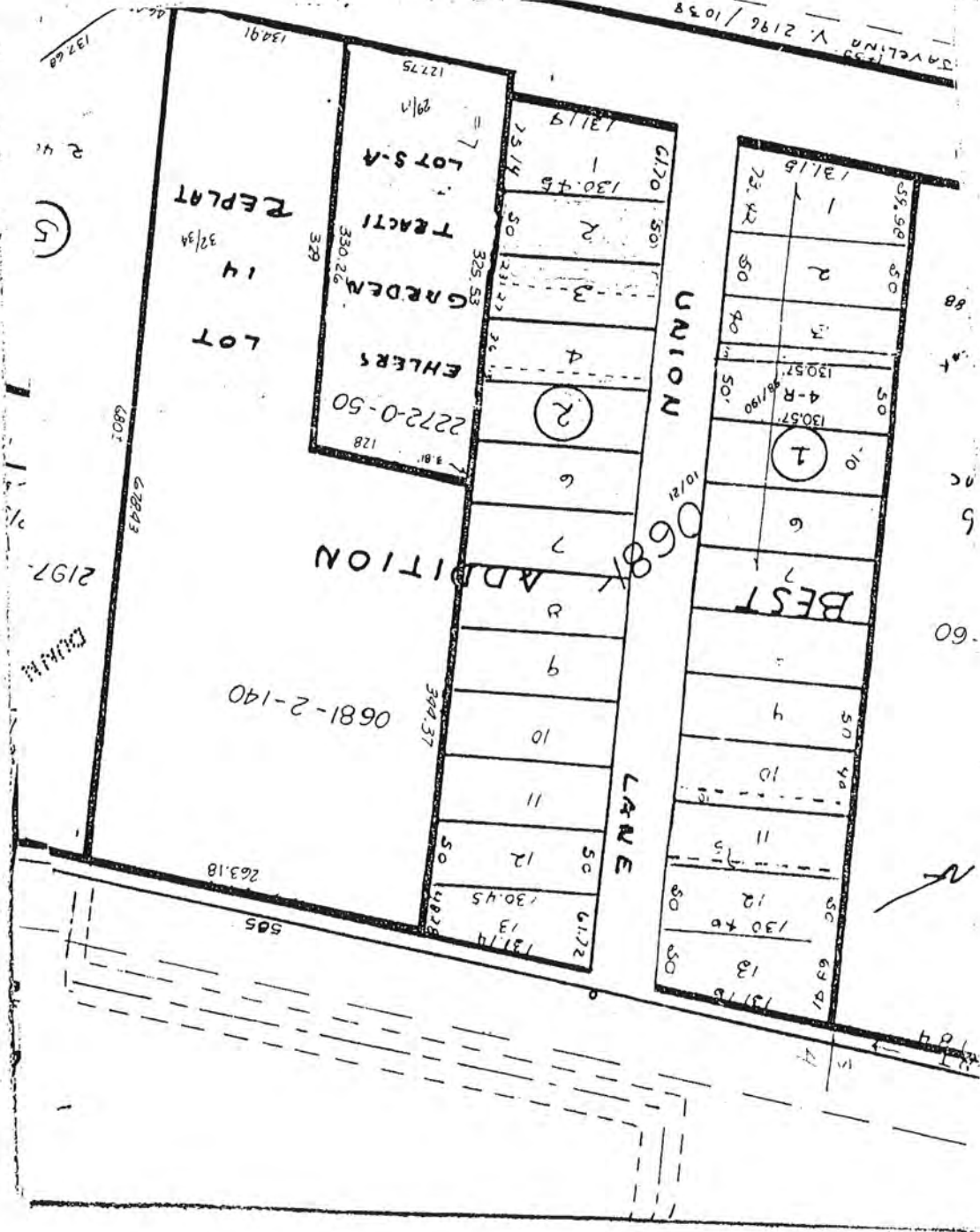
COMPAREL

(above)  
2007-09-27

SCALE: 1 INCH = 50. FEET

A. N. MASIRA





JAVELINA V. 2196/1038

W1108G-MAP APPRAISAL DISTRICT (TR. #52)

WARRANTY DEED

STATE OF TEXAS  
 COUNTY OF NUECES

\*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
 \*

THAT, I, **CAROLINE B. HINNANT** also known as **CAROLYN B. HINNANT**, widow of M. E. Hinnant, Deceased, as Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto **JAVELINA COMPANY**, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

The East Twenty-Seven Feet (E. 27') of Lot Three (3) and the West Thirty Six and Five-Tenths Feet (W. 36.5') of Lot Four (4), Block Two (2), **BEST ADDITION**, an addition to the City of Corpus Christi, Nueces County, Texas, according to map or plat of said addition recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind herself, her heirs, executors and administrators to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1991, which have been prorated to this date.

EXECUTED this 31 day of October, 1991.

Caroline B. Hinnant  
Caroline B. Hinnant  
A/K/A Carolyn B. Hinnant

Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

STATE OF TEXAS \*  
\*  
COUNTY OF NUECES \*

This instrument was acknowledged before me on the 31<sup>st</sup>  
day of October, 1991, by CAROLINE B. HINNANT.



Shelly Jo Crist  
Notary Public, State of Texas

WARRANTY DEED

FROM

CAROLINE B. HINNANT

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

FILED FOR RECORD

OCT 31 2 34 PM '91

*Shirley K. Moore*  
COUNTY CLERK NUECES COUNTY TX

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/69.

STATE OF TEXAS  
COUNTY OF NUECES

I hereto certify that this instrument was FILED in File Number Sequence on the day and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

OCT 31 1991



*Shirley K. Moore*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

778926  
COMPARER

d:/word/coasthin.pm.rv

7007202

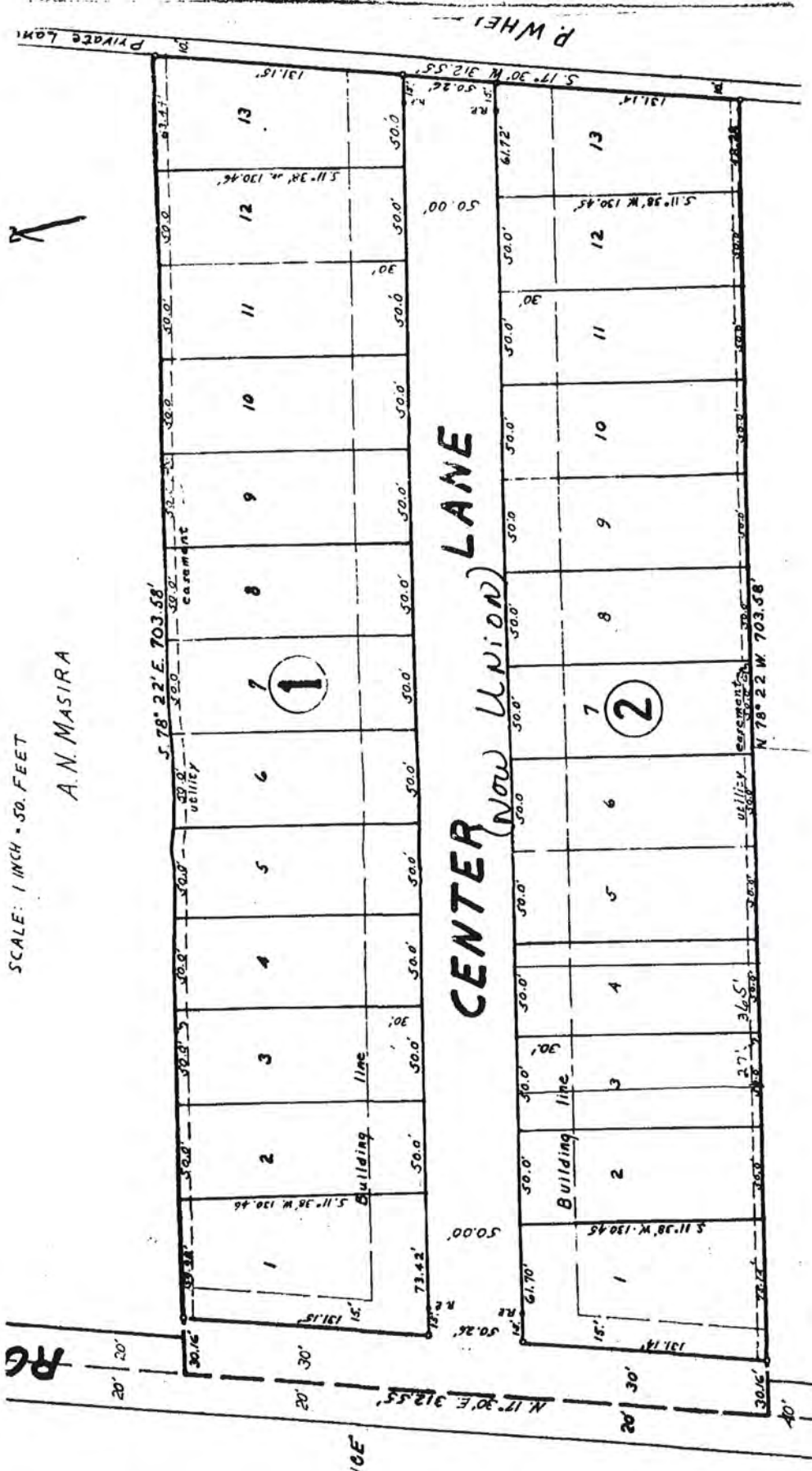
PLAT V.10 PG. 21

BEST ADDITION

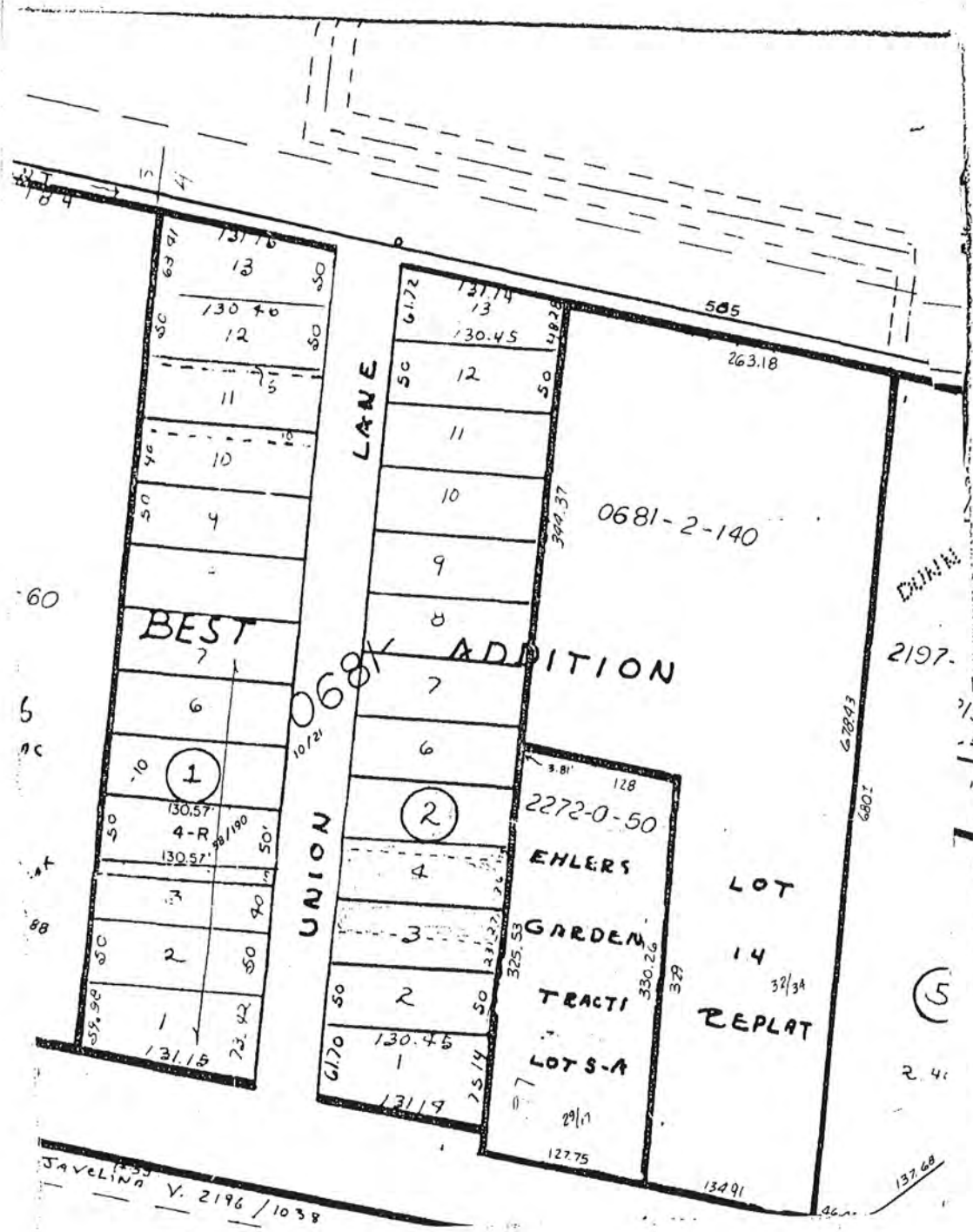
(72.#53)

SCALE: 1 INCH = 50. FEET

A. N. MASIRA







JAVELINA Y. 2196/1038

DOC# 802239

TRUSTEE'S DEED  
(BY SUBSTITUTE TRUSTEE)

County: NUECES

Deed Date: April 7th, 1992  
Date of Sale: April 7th, 1992  
Grantor: Jim Hovey as Substitute Trustee

Grantee: JAVELINA COMPANY, A TEXAS PARTNERSHIP  
C/O NICOLAS, MORRIS & BARROW, ATTORNEYS  
505 S. Water Street, Suite 545  
Corpus Christi, Texas 78401

Consideration: \$ 19,310.00

Property: THE EAST 13.5' OF LOT FOUR (4), AND ALL OF LOT FIVE (5), BLOCK TWO (2), BEST ADDITION, A SUBDIVISION OF THE CITY OF CORPUS CHRISTI, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 21, MAP RECORDS OF NUECES COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR ALL PERTINENT PURPOSES, AND OTHERWISE KNOWN AS 5429 UNION STREET, CORPUS CHRISTI, TEXAS 78407-1409

WHEREAS, on December 8, 1980,  
Nicolas G. Llanes, Jr. A Baron Sole

granted, sold and conveyed the property described above (the "Property") to Jess Hay as Trustee, his/her/their successors or substitutes, in trust, to have and to hold, together with all and singular the rights and appurtenances thereto in any wise belonging to secure the payment of a note(s) pursuant to a Deed of Trust recorded at CLERK'S #206445, VOLUME 1673, PAGE 260 in the Real Property Records of Nueces County, Texas to which reference is made for a detailed description of the note(s) and the terms and conditions of the Deed of Trust;  
WHEREAS, LOMAS MORTGAGE USA, INC.

as the legal owner and holder of the note(s) and beneficiary (the "Beneficiary") under the Deed of Trust declared a default in the payment obligations of the note(s) and Deed of Trust;

WHEREAS, the declared default was not cured;

WHEREAS, the Beneficiary accelerated the maturity date of the note(s) and declared all sums secured by the Deed of Trust to be immediately due and payable;

WHEREAS, the Beneficiary removed the original Trustee and any previously appointed Substitute Trustee and appointed and requested Grantor to serve as Substitute Trustee and sell the property in accordance with the Deed of Trust and apply the proceeds of the sale to the indebtedness in accordance with the Deed of Trust;

WHEREAS, written Notice of Acceleration and of Trustee's Sale was mailed to all debtors obligated on the debt, filed with the County Clerk and posted at the Courthouse door (and in two other public places if required) of Nueces County, Texas, at least twenty-one days prior to the date of sale indicated above;

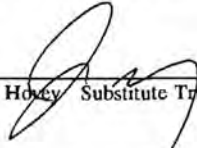
WHEREAS, on the date of sale indicated above, between the hours of 10:00 AM and 4:00 PM and within three hours of the notice of earliest time of sale, Grantor proceeded to sell the property at public auction at the covered area at the Lipan Street entrance of the County Courthouse of Nueces County, Texas and at 11:30 a.m. struck off the property to the Grantee named above for the consideration described above, it being the highest bid;

NOW, THEREFORE, by virtue of the authority conferred by the Beneficiary upon Grantor as Substitute Trustee as authorized by the Deed of Trust, and for the consideration described above, Grantor grants, sells and conveys the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to Grantee and its heirs, executors, administrators, successors or assigns forever, to have and to hold it to Grantee, and Grantor binds Nicolas G. Llanes, Jr. A Baron Sole

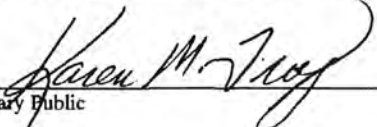
his/her/their heirs, assigns, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns insofar as is authorized by the Deed of Trust, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Blair Olin, Notary Public  
Notary Seal (Aug 2 2008)  
Blair Olin, Notary Public

When the context requires, singular nouns and pronouns include the plural.

  
Jim Hovey Substitute Trustee

This instrument was acknowledged before me this 2<sup>nd</sup> day of April, 1992 by Jim Hovey, Substitute Trustee.

  
Notary Public



Return to: Riddle & Brown, P.C.  
1999 Bryan Street, Suite 2100  
Dallas, TX 75201  
Attn: Foreclosure Department

C  
5.00  
- 2.00

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stated herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

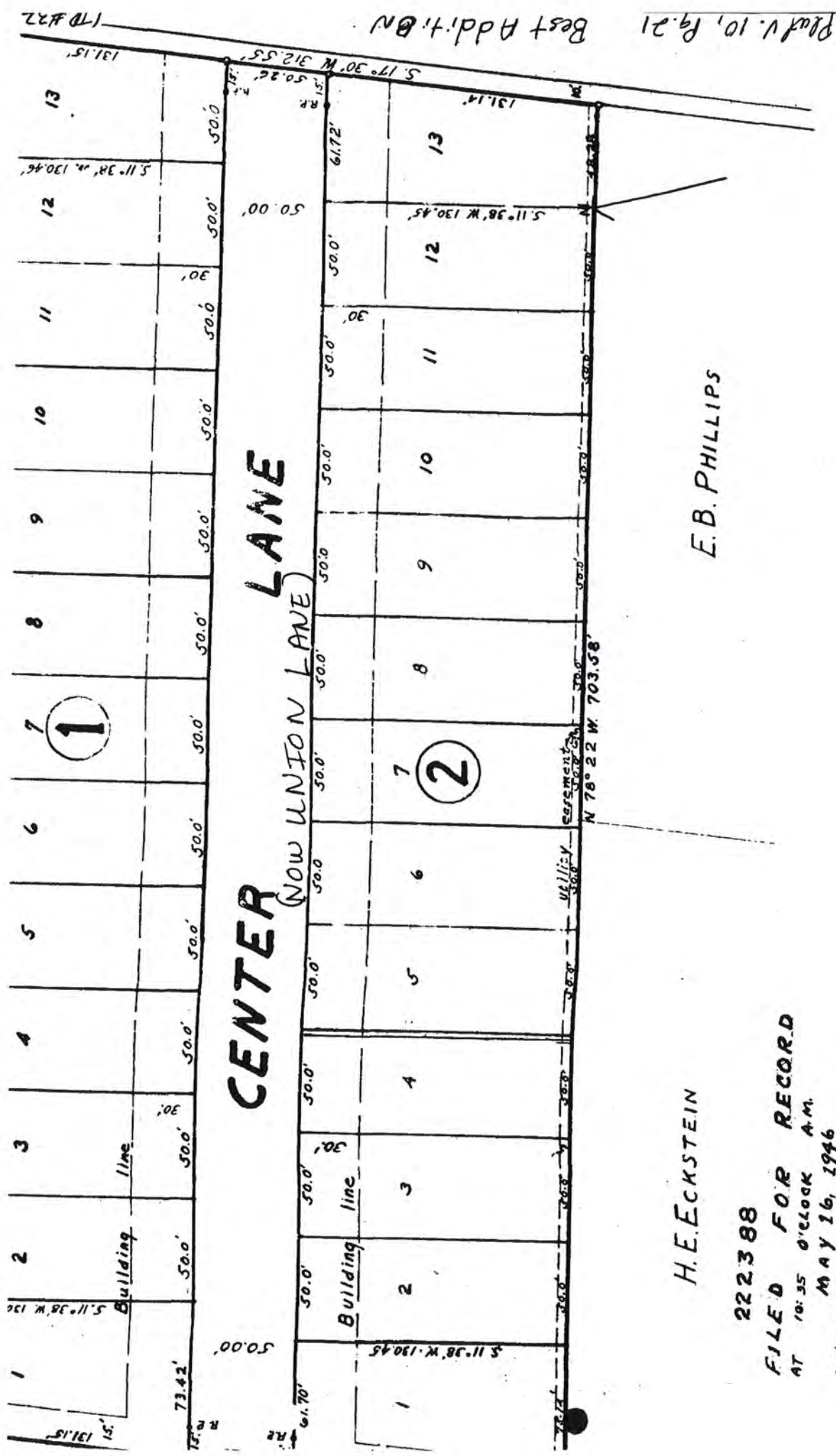
APR 24 1992



  
COUNTY CLERK  
NUECES COUNTY, TEXAS

FILED FOR RECORD  
DOC# 802239 #7  
04-24-1992 02:37:24  
ERNEST M. BRIONES  
NUECES COUNTY

COPIES DESTROYED 10/20/01  
MICROFILMED & STORED



Part V. 10, Pg. 21

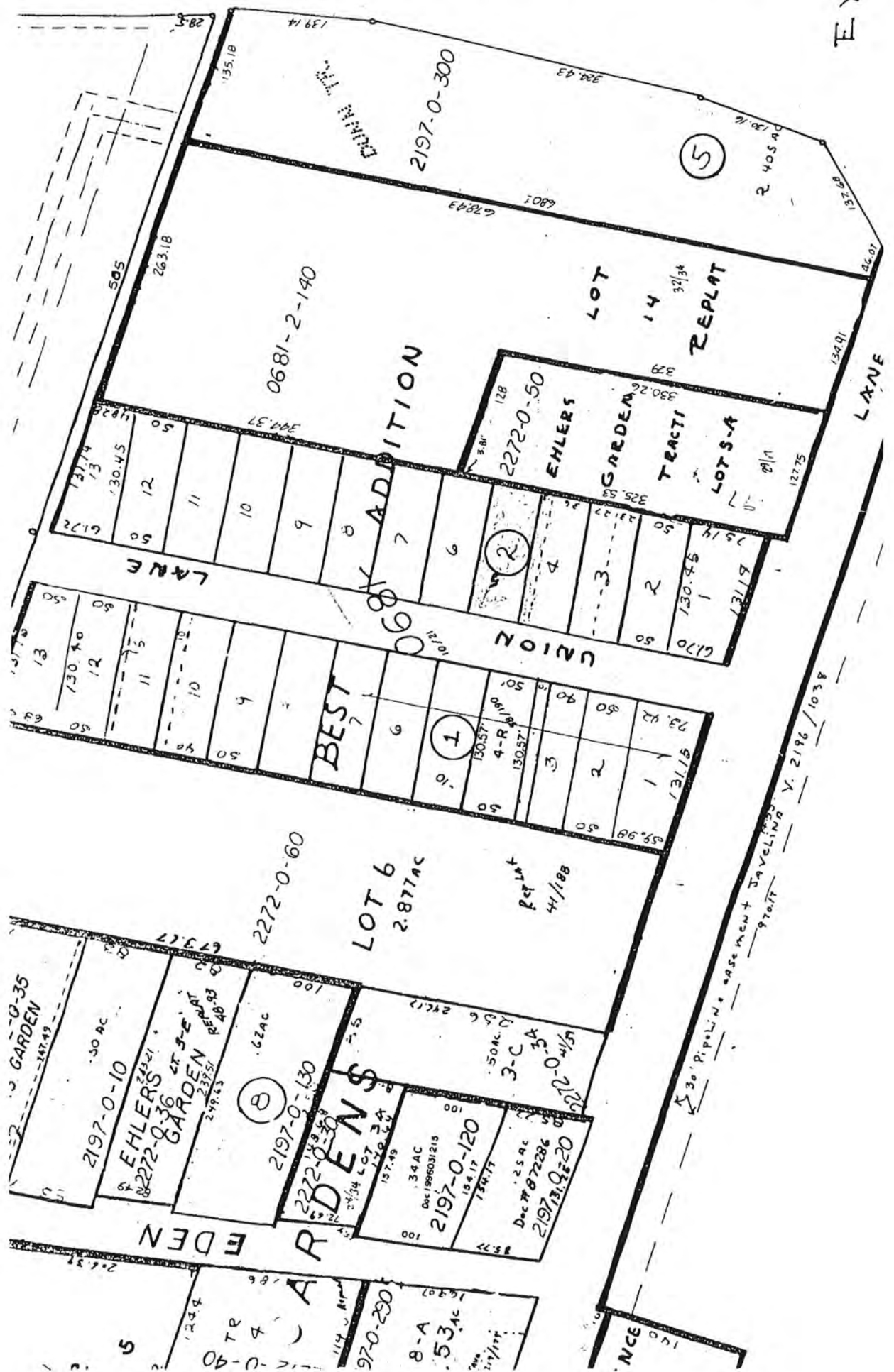
Best Addition

(17) #22

H.E. ECKSTEIN

222388  
 FILED FOR RECORD  
 AT 10:35 O'CLOCK A.M.  
 MAY 16, 1946  
 MRS. HENRY E. GOUGER  
 CLERK, COUNTY COURT

EXP



EDEN

ARDENS

NCE

775290

WARRANTY DEED

DATE: September 3, 1991,

GRANTORS: JOE M. RAYMOND, JR. and wife, BERTHA RAYMOND

GRANTORS'

MAILING ADDRESS: P. O. Box 1690  
Corpus Christi, Texas 78403-1690  
Nueces County

GRANTEE: JAVELINA COMPANY, a Texas General Partnership

GRANTEE'S

MAILING ADDRESS: Nine Greenway Plaza  
Houston, Texas 77046  
Attn: Right of Way Department  
Harris County

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: Lot Six (6), Block Two (2), and Lot Five (5), Block One (1), BEST, an addition to the City of Corpus Christi, Nueces County, Texas, recorded in Volume 10, Page 21, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

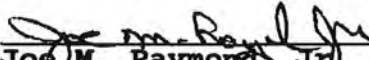
## RESERVATIONS FROM AND EXCEPTIONS TO

CONVEYANCE AND WARRANTY: There is reserved to the Grantors for the period of time hereafter stated, the right to remove the residence and other improvements from Lot Six (6), Block Two (2). This option for removal shall terminate February 3, 1992. Failure of Grantors to remove all improvements within the specified time shall render this option null and void, and the ownership of said improvements shall revert to the Grantee, who without notice, may sell, remove and/or demolish said improvements, as Grantee deems necessary. Grantors, during the option period, shall be solely responsible for all damages, including vandalism, fire, wind, blowing rain, falling debris, or any other damage to said improvements of whatever kind and nature occurring to said property, and shall, at their sole cost and expense insure the improvements until the same are removed from said property and/or revert to Grantee, as set out herein. Grantors shall save and hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and

damages to persons or property, including costs and attorney's fees, incident to or in any manner resulting from Grantors' performance of their rights, duties and obligations under this Warranty Deed, and caused by the willful acts, or sole, and/or concurrent negligence of Grantors, or Grantors' agents, employees, or licensees. In the event Grantors exercise grantors' option, Grantors will be solely responsible for the taxes attributable to the improvements for the year 1991.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, have granted, sold and conveyed, and by these presents do GRANT, SELL and CONVEY unto Grantee, JAVELINA COMPANY, the property, TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging unto Javelina Company, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto the said Javelina Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the limited right to remove improvements as set out above.

IN WITNESS WHEREOF this instrument was executed at Corpus Christi, Texas as of the date above written.

  
\_\_\_\_\_  
Joe M. Raymond, Jr.

  
\_\_\_\_\_  
Bertha Raymond

THE STATE OF TEXAS

\*

COUNTY OF NUECES

\*

This instrument was acknowledged before me on the 3<sup>rd</sup> day of September, 1991, by JOE M. RAYMOND, JR. and wife, BERTHA RAYMOND.

*Shelly Jo Crest*  
Notary Public, State of Texas



WARRANTY DEED

FROM

JOE M. RAYMOND, JR., ET UX.

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, Texas 78401

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

OCT 3 1991



*Shelly Jo Crest*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

COMPARED

775290

FILED FOR RECORD

OCT 3 10 10 AM '91

d:\word\raymonwd.pm.rv

*Shelly Jo Crest*  
COUNTY CLERK, NUECES COUNTY, TEXAS

700  
200



775292 2259

Prepared by the State Bar of Texas for use by lawyers only.

Revised 10-85.

© 1985 by the State Bar of Texas

## RELEASE OF LIEN

Date: September 3, 1991

### Note

Date: December 31, 1980

Original Amount: Twenty Thousand Eight Hundred and NO/100 Dollars  
(\$20,800.00)

Maker: Joseph M. Raymond, Jr. and wife, Bertha Raymond

Payee: Harry E. Ahrens and wife, Mary Agnes Ahrens

Date of Maturity: December 31, 1995

Holder of Note and Lien: Mary Agnes Ahrens, Individually and as Community  
Survivor of the Estate of Harry E. Ahrens, Deceased

Holder's Mailing Address (including county): 19422 Lazy Valley Dr.  
Katy, Harris County, TX 77449

### Note and Lien Are Described in the Following Documents, Recorded in:

Warranty Deed dated December 31, 1980, recorded in Volume 1765,  
Page 89, Deed Records, Nueces County, Texas.

Deed of Trust dated December 31, 1980, recorded in Volume 1675,  
Page 50, Deed of Trust Records, Nueces County, Texas.

### Property (including any improvements) Subject to Lien:

Lot Six (6), Block Two (2) **BEST ADDITION**, an addition to  
the City of Corpus Christi, Nueces County, Texas, according  
to the map or plat recorded in Volume 10, Page 21, Map  
Records of Nueces County, Texas.

Holder of the note acknowledges its payment and releases the property from the lien.

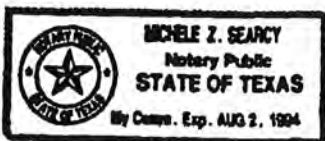
When the context requires, singular nouns and pronouns include the plural.

Mary Agnes Ahrens  
Mary Agnes Ahrens, Individually and as  
Community Survivor of the Estate of  
Harry E. Ahrens, Deceased

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF Davis

This instrument was acknowledged before me on the 27TH day of September, 1991  
by MARY AGNES AHRENS, Individually and as Community Survivor of the  
Estate of Harry E. Ahrens, Deceased.



Michele Z. Searcy  
Notary Public, State of Texas  
Notary's name (printed): MICHELE Z. SEARCY  
Notary's commission expires: August 2, 1994

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

PREPARED IN THE LAW OFFICE OF:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of REAL  
PROPERTY Nueces County, Texas on

OCT 3 1991



Scouton Nieves  
COUNTY CLERK  
NUECES COUNTY, TEXAS

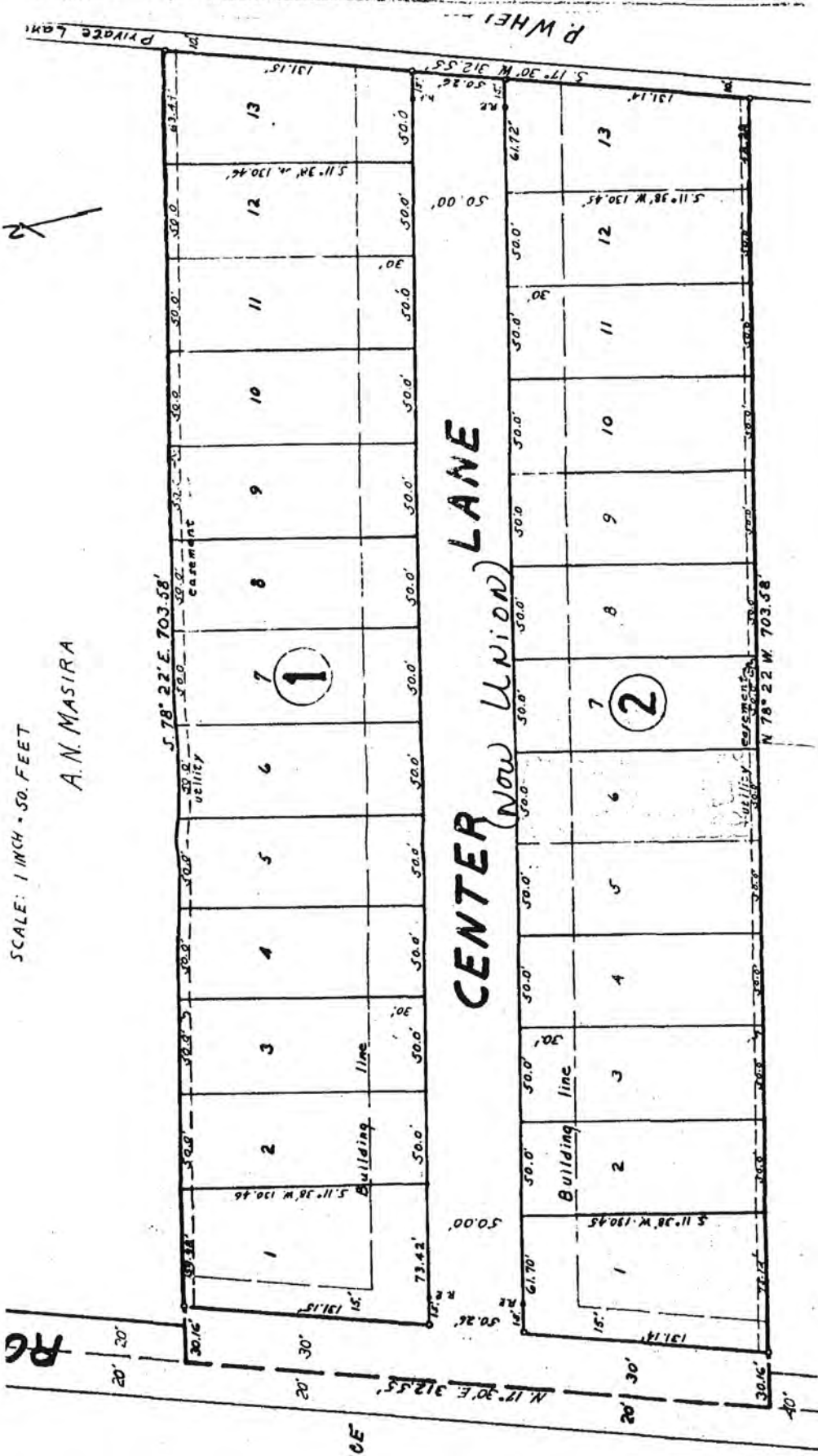
775242  
FILED FOR RECORD  
OCT 3 10 10 AM '91  
Scouton Nieves  
COUNTY CLERK  
NUECES COUNTY, TEXAS

COMPARED

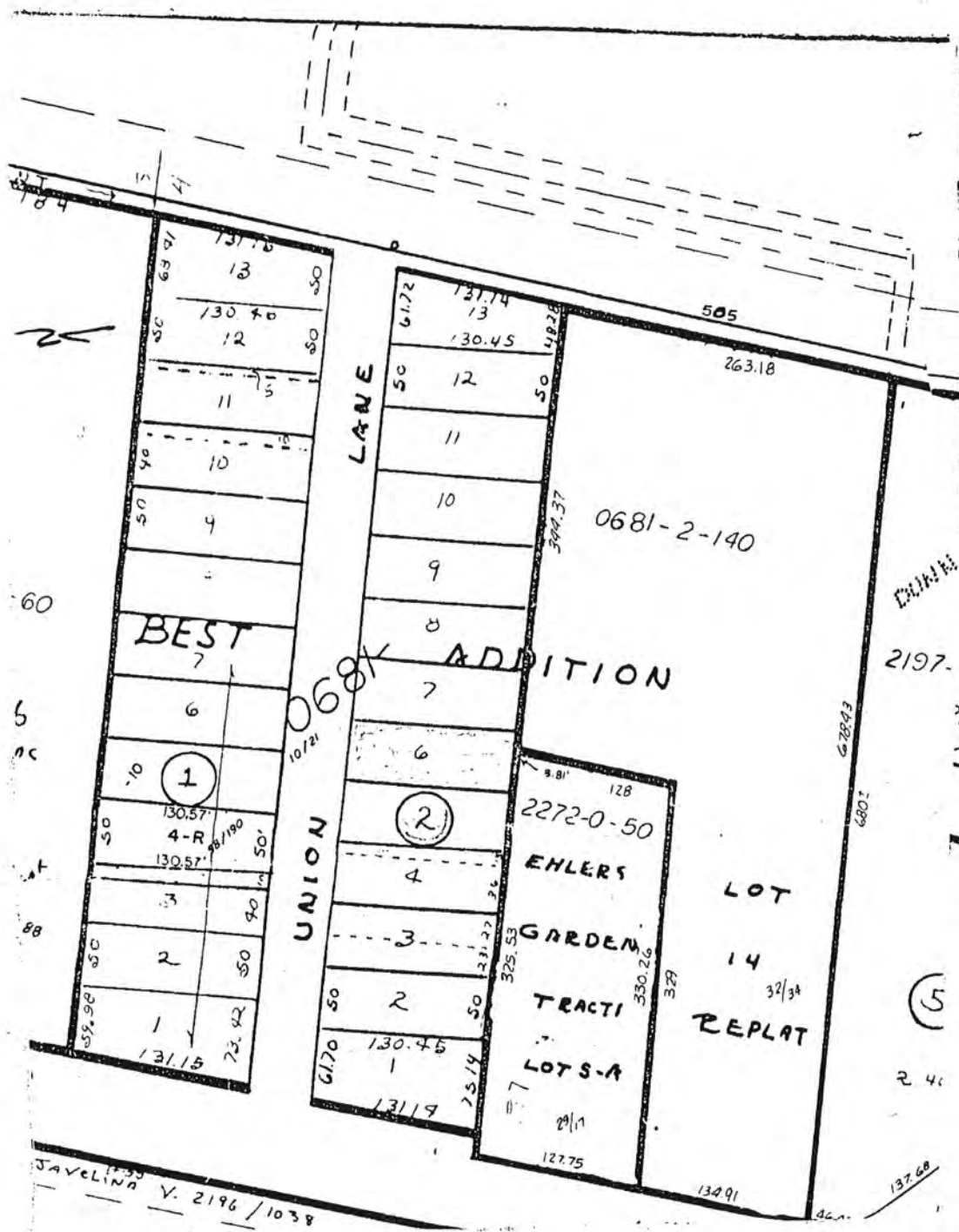
500  
200

SCALE: 1 INCH = 50. FEET

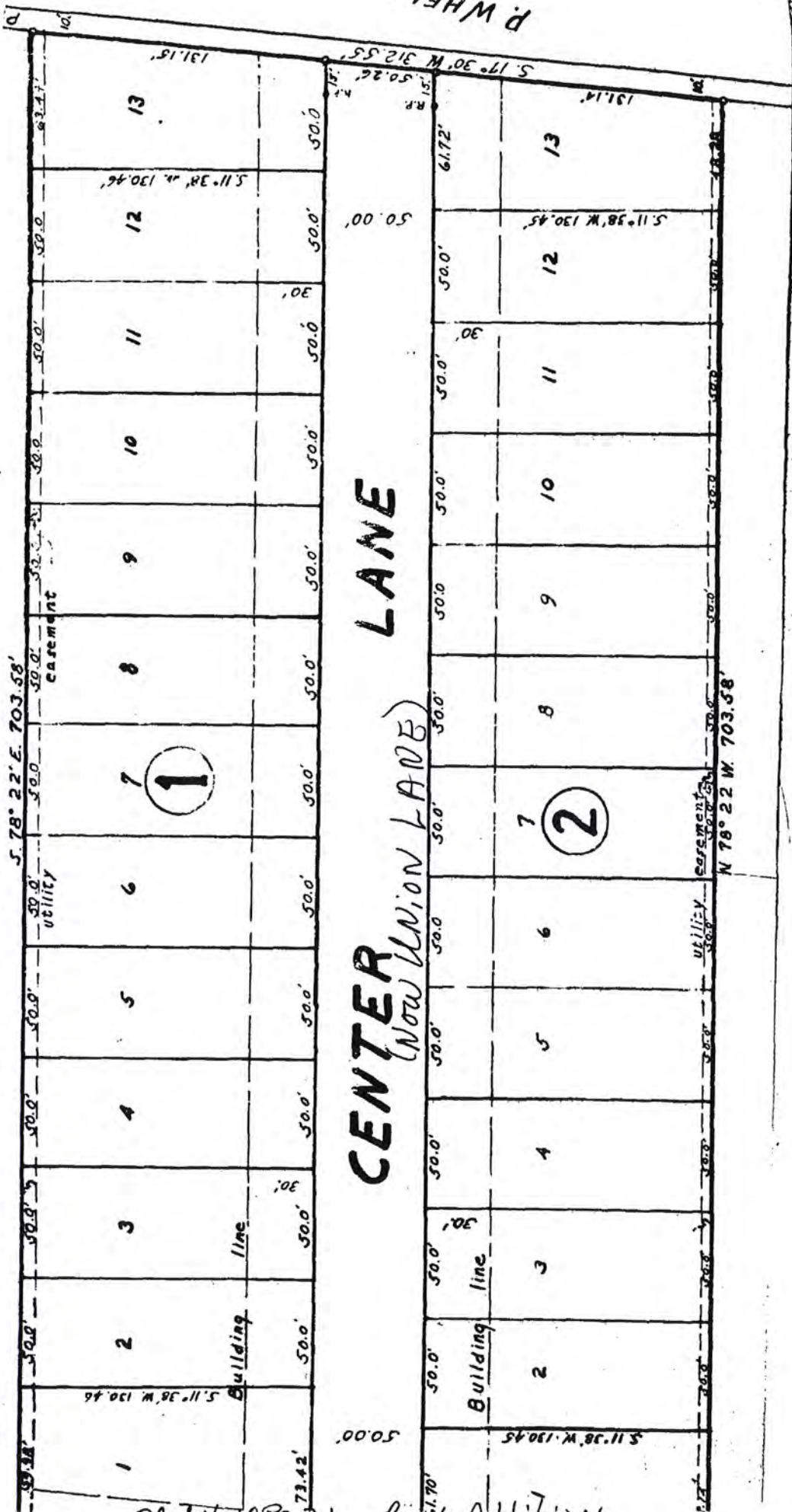
A. N. MASIRA



U/1086 - MAP APPRAISAL DISTRICT (7754)



JAVELINA V. 2196 / 1038



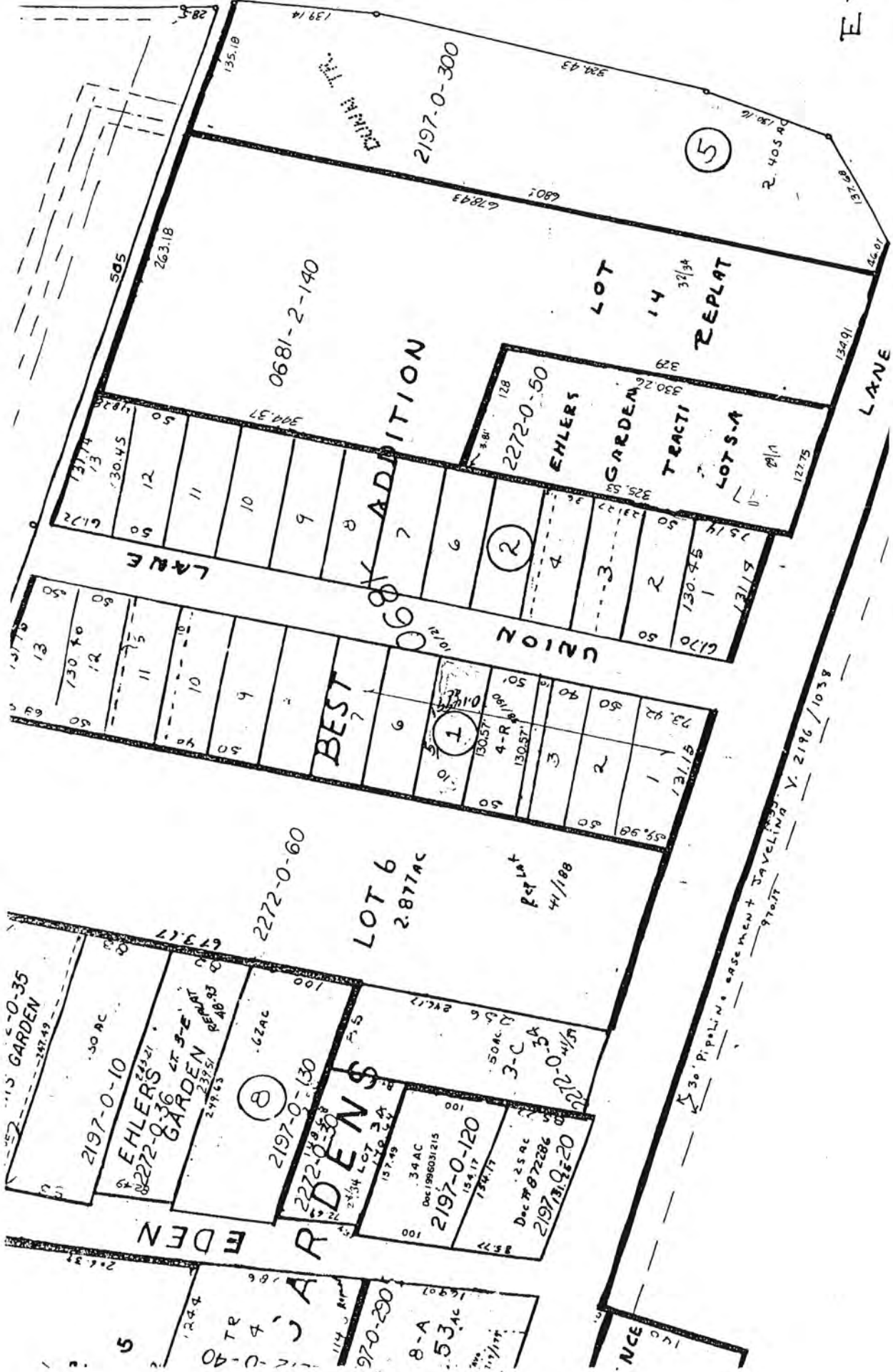
Plat V. 1099.21 - Best Addition

(TP.# 25.2

MAP W-1086 - Appraiser's District

(TR.#252)

EXP



5  
 TR  
 4  
 970-290  
 8-A  
 53.4 AC  
 114 J. R. R.

NCE  
 100

30' Pipeline easement + Javelina V. 2196 / 1038  
 97077

EDEN

GARDENS

BEST

UNION

ADDITION

LANE

LANE

**WARRANTY DEED**

**DATE:** September 23<sup>rd</sup>, 1993 **DOC# 876740**

**GRANTORS:** Juan C. Garza and wife, Hortencia M. Garza

**GRANTORS' MAILING ADDRESS**  
**(INCLUDING COUNTY):** 5425 Union Street  
Corpus Christi, Nueces County, Texas 78407

**GRANTEE:** Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS**  
**(INCLUDING COUNTY):** Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

**CONSIDERATION:** The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY:**

Lot Seven (7), Block Two (2), BEST ADDITION, a subdivision, City of Corpus Christi, County of Nueces, State of Texas, as shown by map or plat thereof, recorded in Volume 10 at Page 21, Map Records, Nueces County, Texas.

**ENVIRONMENTAL WARRANTY:**

Grantor hereby represents and warrants to Grantee as follows:

- (a) That Grantor's occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantor's breach of this express warranty and Grantor understands and acknowledges that without this express warranty Grantee would not consummate this transaction.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) There is reserved to the Grantors the right to remain on and occupy premises herein conveyed for a period of 60 days after execution of this deed. During the period of occupancy reserved by Grantors, Grantors shall be solely responsible for all damages, including vandalism, fire, wind, blowing rain, falling debris, or any other damage to said improvements or the property of others of whatever kind and nature occurring to said property. Grantors shall save and

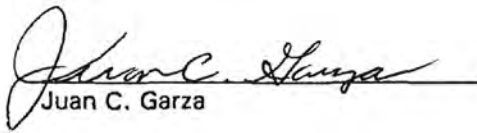
hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and damages to persons or property, including costs and attorney's fees, incident to or in any manner resulting from Grantor's performance of their rights, duties and obligations under this Warranty Deed, and caused by the willful acts, or sole and/or concurrent negligence of Grantors, or Grantor's agents, employees, or licensees.

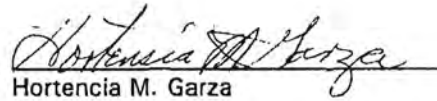
- (2) Any easements, exceptions or reservations affecting this property and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (3) All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANTS, SELLS, and CONVEYS** to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns forever; and Grantors hereby binds themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**IN WITNESS WHEREOF**, this instrument was executed at Corpus Christi, Texas, as of the date above written.

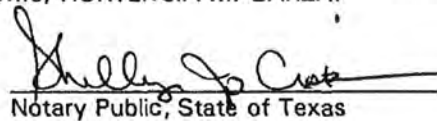
  
Juan C. Garza

  
Hortencia M. Garza

STATE OF TEXAS     §  
  §  
COUNTY OF NUECES   §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 20<sup>th</sup> day of September 1993, by JUAN C. GARZA and wife, HORTENCIA M. GARZA.



  
Notary Public, State of Texas

c:\pm\deeds\garza\par

AFTER RECORDING  
RETURN TO:  
  
**NICOLAS, MORRIS & BARROW**  
505 S. Water Street, Suite 545  
Corpus Christi, TX 78401  
512/883-6341

PREPARED IN THE  
LAW OFFICE OF:  
  
**NICOLAS, MORRIS & BARROW**  
505 S. Water Street, Suite 545  
Corpus Christi, TX 78401  
512/883-6341



**WARRANTY DEED**

**FROM**

**JUAN C. GARZA and wife, HORTENCIA M. GARZA**

**TO**

**JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP**

**FILED FOR RECORD  
DOC# 876740 \$11  
09-29-1993 08:17:56  
ERNEST M. BRIONES  
NUECES COUNTY**

**Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.**

STATE OF TEXAS  
COUNTY OF NUECES

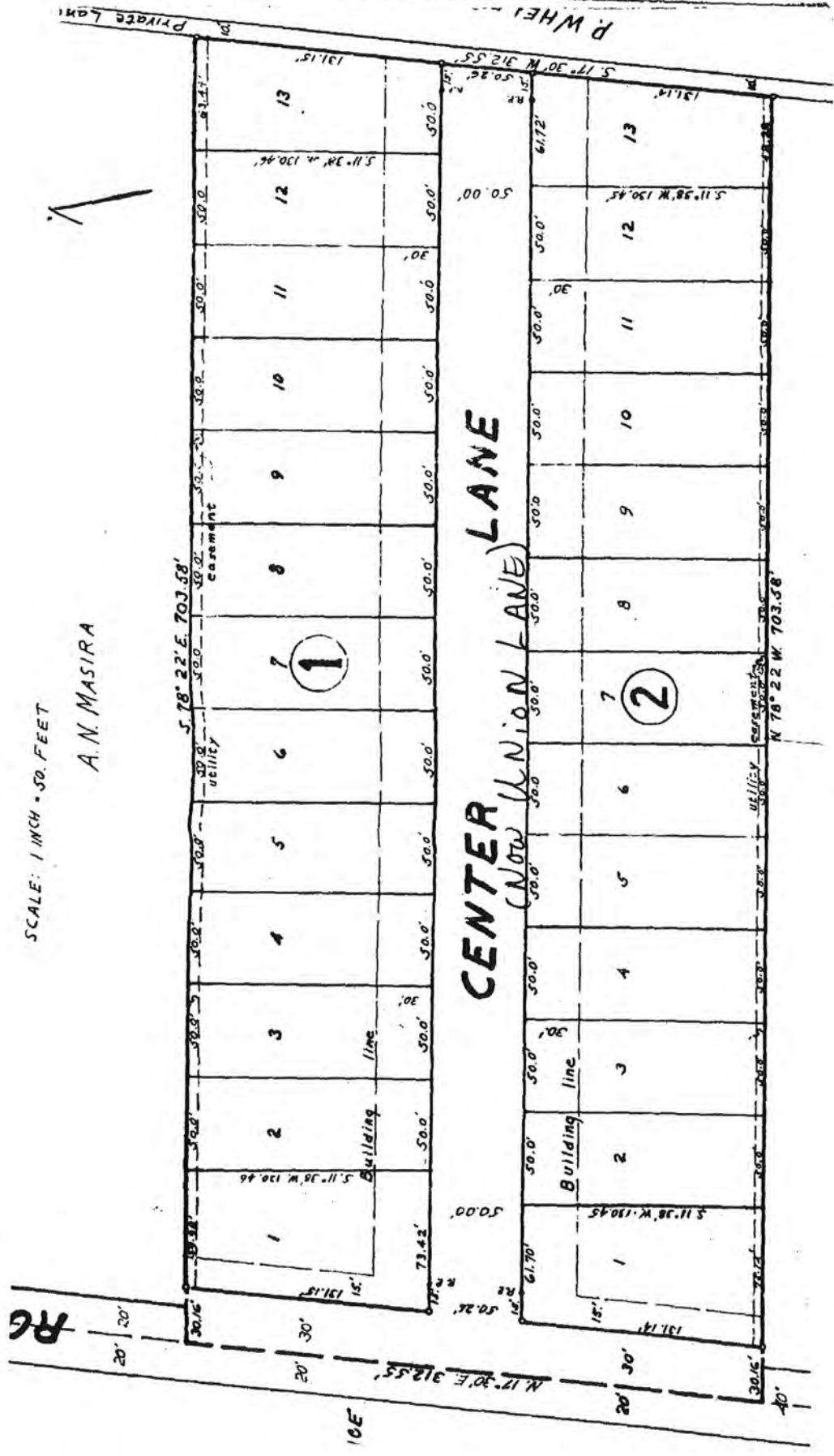
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of  
Nueces County, Texas on

**SEP 29 1993**



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

C  
714  
(page 2)



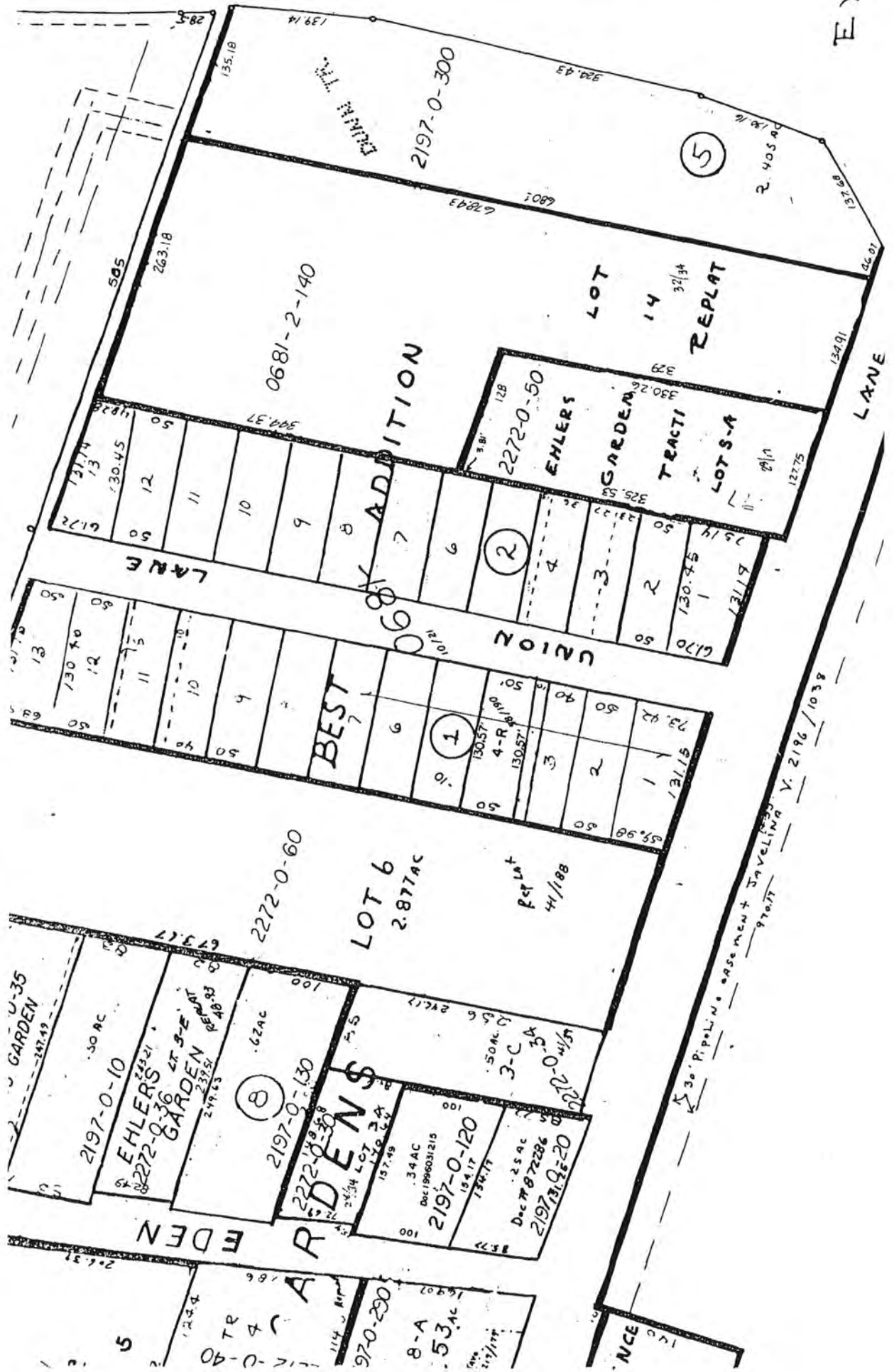
SCALE: 1 INCH = 50 FEET

A. N. MASIRA

R 6

10E

EXP



WARRANTY DEED

**DATE:** December 31, 1992                      **DOC# 841742**

**GRANTORS:** Esther Pauline Pineda, a widow (sometime erroneously called "Aster Pouline Pineda)

**GRANTORS' MAILING ADDRESS**  
**(INCLUDING COUNTY):** 4501 Hamlin  
Corpus Christi, Nueces County, TX 78411

**GRANTEE:** Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS**  
**(INCLUDING COUNTY):** Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

**CONSIDERATION:** The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY:**

Lot Eight (8), Block Two (2), BEST ADDITION as shown by map or plat recorded in Volume 10 at Page 21, Map Records of Nueces County, Texas

**ENVIRONMENTAL WARRANTY:** Grantor hereby represents and warrants to Grantee as follows:

- (a) that Grantor's occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantor agrees to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantor's breach of this express warranty and Grantor understands and acknowledges that without this express warranty Grantee would not consummate this transaction.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) There is reserved to Grantor the right to remove all improvements from the premises herein conveyed. This right of removal shall terminate ninety (90) days from the date of this deed. Failure to remove all improvements within the specified time shall terminate such right reserved by Grantor and the ownership of the improvements shall pass to the Grantee, who without notice, may sell, remove and/or demolish that improvements as Grantee deems necessary. During the ninety (90) days reserved by Grantor for the removal of said improvements, Grantor shall be solely responsible for all damages, including vandalism, fire, wind, blowing rain, falling debris, or any other damage to said improvements or the property of others of whatever kind and nature occurring to said property. Grantor shall save and hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and damages to persons or property,

including costs and attorney's fees, incident to or in any manner resulting from Grantor's performance of her rights, duties and obligations under this Warranty Deed, and caused by the willful acts, or sole and/or concurrent negligence of Grantor, or Grantor's agents, employees, or licensees. Grantor further covenants and agrees that she will comply with all municipal ordinances of the City of Corpus Christi, including environmental permits and requirements, and shall secure any required moving or demolition permits. In connection with Grantor's possession of the improvements, Grantor agrees that until the earlier of ninety (90) days from the date hereof, or such time as the improvements are removed from the property, Grantor shall keep in full force a liability insurance policy in the amount of \$100,000.00 per person, \$300,000.00 per incident and \$50,000.00 property damages, and said policy naming Grantee as additional insured.

- (2) Any easements, exceptions or reservations affecting this property and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (3) All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANTS, SELLS, and CONVEYS** to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor hereby binds herself, her heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

**IN WITNESS WHEREOF**, this instrument was executed at Corpus Christi, Texas, as of the date above written.

Esther Pauline Pineda  
Esther Pauline Pineda

STATE OF TEXAS                   \*  
  \*  
COUNTY OF NUECES            \*

**THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME** on this 5 day of February, 1993, by **ESTHER PAULINE PINEDA**.

Ellen Murphy  
Notary Public, State of Texas



**AFTER RECORDING  
RETURN TO:**

**NICOLAS, MORRIS & BARROW**  
505 S. Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341

**PREPARED IN THE  
LAW OFFICE OF:**

**NICOLAS, MORRIS & BARROW**  
505 S. Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341

WARRANTY DEED

FROM

ESTHER PAULINE PINEDA

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

FILED FOR RECORD  
DOC# 841742 \$10  
02-05-1993 04:24:45  
ERNEST M. BRIONES  
NUECES COUNTY

Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Handicap, Familial Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of  
Nueces County, Texas on

FEB 5 1993



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

7/3  
(page 2)

PM/my  
c:\pm\javelina\pineda.034

AFFIDAVIT OF IDENTITY

STATE OF TEXAS §  
COUNTY OF NUECES §

Esther Pauline Garza, of lawful age, and being first duly sworn, upon her oath disposes and says:

That her name is Esther Pauline Garza, that she was formerly known as Esther Pauline Pineda, that she is presently 45 years of age, and is now and has been over her lifetime thoroughly and intimately acquainted with Esther Pauline Pineda, her mother, a current resident of Nueces County, Texas..

That she is familiar with the land situated in Nueces County, Texas, described as follows:

Lot Eight (8), Block Two (2), BEST ADDITION, a subdivision, City of Corpus Christi, County of Nueces, State of Texas as shown by the map or plat thereof, recorded in Volume 10 at Page 21, Map records, Nueces County, Texas.

That Esther Pauline Pineda, now or formerly the owner of or having interest in the above described lands in one and the same person as Asther Poulaine Pindea.

That affiant is informed that the name of the person hereinabove mentioned appears in the records of said county relating to the above described lands a follows:

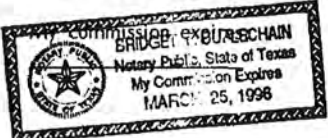
As Asther Poulaine Pineda, in that certain instrument recorded in Volume 891 at Page 412, Deed Records, Nueces County, Texas;

As Asther Pauline Pineda, in that certain instrument recorded in Volume 213 at Page 496, Oil and Gas Records, Nueces County, Texas;

Further affiant sayeth not.

*Esther Pauline Garza*  
Esther Pauline Garza, Affiant  
4027 Brenner Ct.  
Sugarland, Texas 77478

Subscribed and sworn to before me this 11<sup>th</sup> day of December 1992.



*Bridget F. Duplechain*  
Notary Public for State of Texas

BRIDGET F DUPELCHAIN

Any provision herein which restricts the Sale, ~~Grant~~ of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

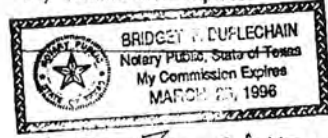
STATE OF TEXAS §  
COUNTY OF NUECES §

This instrument was acknowledged before me by Esther Pauline Garza on 11<sup>th</sup> day of December, 1992.

3/3  
Nicolas Morris Barrow  
505 S. Water St. #515  
My commission expires:

*Bridget F. Duplechain*  
Notary Public for State of Texas

BRIDGET F DUPELCHAIN  
(print or type name)



CC Tx 78401

FILED FOR RECORD  
DOC# 841743 \$6  
02-05-1993 04:24:48  
ERNEST M. BRIONES  
NUECES COUNTY  
STATE OF TEXAS  
COUNTY OF NUECES  
I hereby certify that this instrument was FILED in File Number \_\_\_\_\_ on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on

Any provision herein which restricts the Sale, ~~Grant~~ of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

FEB 5 1993



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

AFFIDAVIT OF HEIRSHIP

STATE OF TEXAS §

DOC# 841744

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Esther Pauline Pineda Garza, known to me to be a credible person above the age of 21 years, who by me being duly sworn, deposes and says, to-wit:

That her name is Esther Pauline Pineda Garza, that she was formerly known as Esther Pauline Pineda, that she is presently 45 years old and that she is now and has been over her lifetime thoroughly and intimately acquainted with the marital history and heirship of her father, Pablo Pineda, Deceased, and that she makes the following statements from her own personal knowledge.

That the decedent was married one time and one time only to Esther Pauline Pineda on or about the year 1947. To this marriage was born the following named children and only the following name children and no other children were ever raised, claimed and/or adopted by Pablo Pineda and Esther Pauline Pineda.

Esther Pauline Pineda Garza, a daughter, whom currently resides at 4027 Brenner Ct., Sugarland, Texas 77478 and;

Pablo Pineda, Jr. a/k/a Paul Pineda, Jr. a son, whom currently resides at 517 Dixon, Corpus Christi, Texas 78408

That Pablo Pineda died on or about April 10, 1965 survived by his wife, Esther Pauline Pineda and the above named children, all of whom are currently living and above legal age.

That to the best of affiant's knowledge decedent died intestate and there were no unpaid debts or obligations due by decedent at the the time of his death. No administration proceedings of any type have been had on decedent's estate, as none were necessary.

Further affiant sayeth not.

*Mrs. Esther Pauline Pineda Garza*

Esther Pauline Pineda Garza  
4027 Brenner Ct.  
Sugarland, Texas 77478

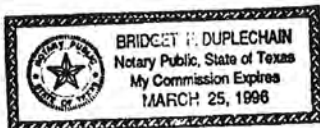
Subscribed and sworn to before me this the 11<sup>th</sup> day of December, 1992.

My commission expires:

*Bridget F. Duplechain*

Notary Public for State of Texas  
BRIDGET F. DUPLECHAIN

(print or type name)



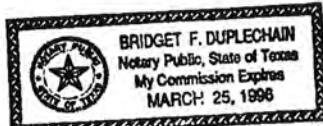


STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me by Esther Pauline Pineda Garza

on this the 11th day of December, 1992.



My commission expires:

C  
5/3

Nicolas, Morris, Barrow  
505 S. Water St #545  
E.C. Tx 78401

Bridget F. Duplechain

Notary Public for State of Texas

BRIDGET F DUPLECHAIN

(print or type name)

**FILED FOR RECORD**  
**DOC# 841744 \$8**  
**02-05-1993 04:24:47**  
**ERNEST M. BRIONES**  
**NUECES COUNTY**

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

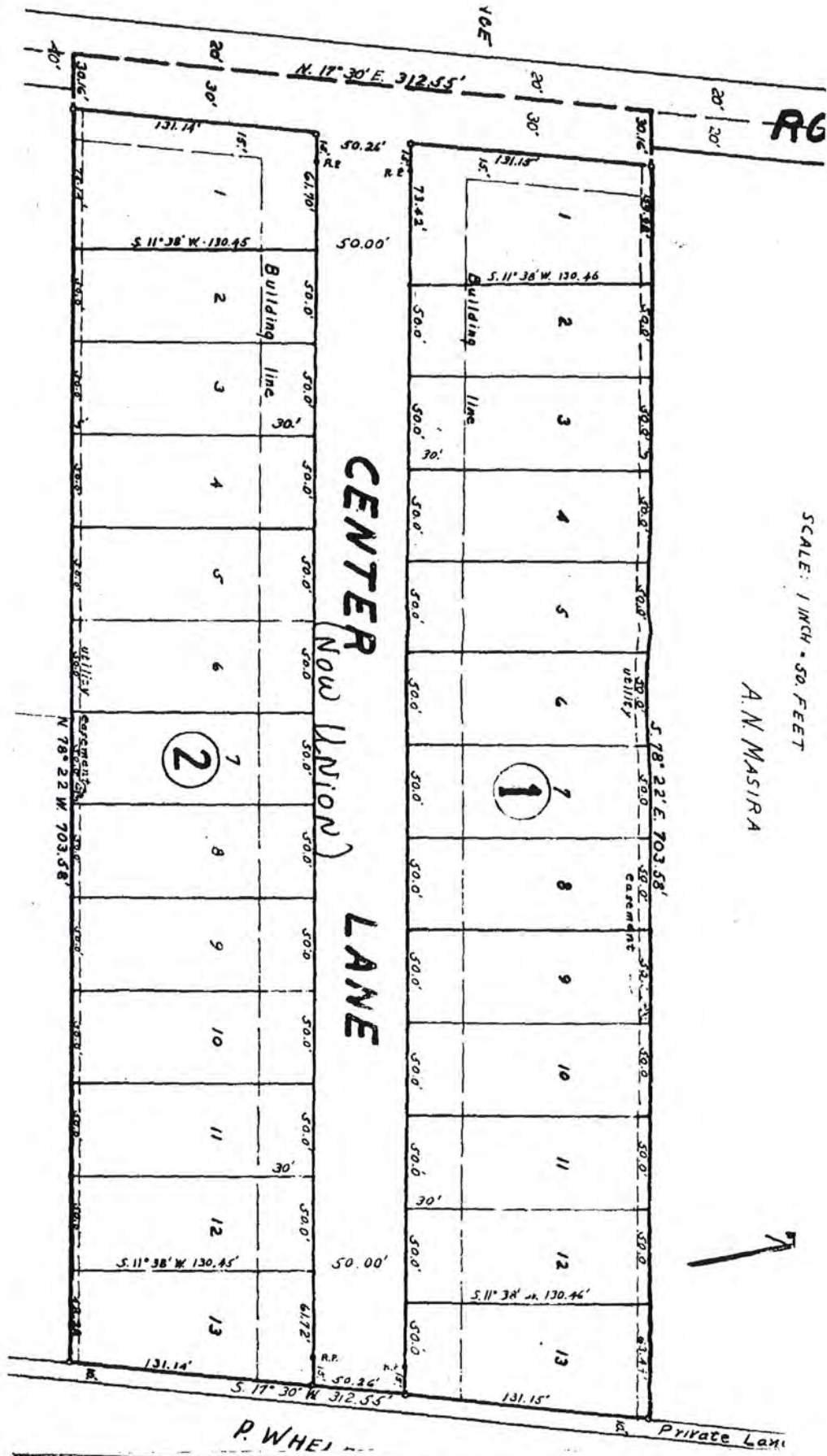
STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on

FEB 5 1993



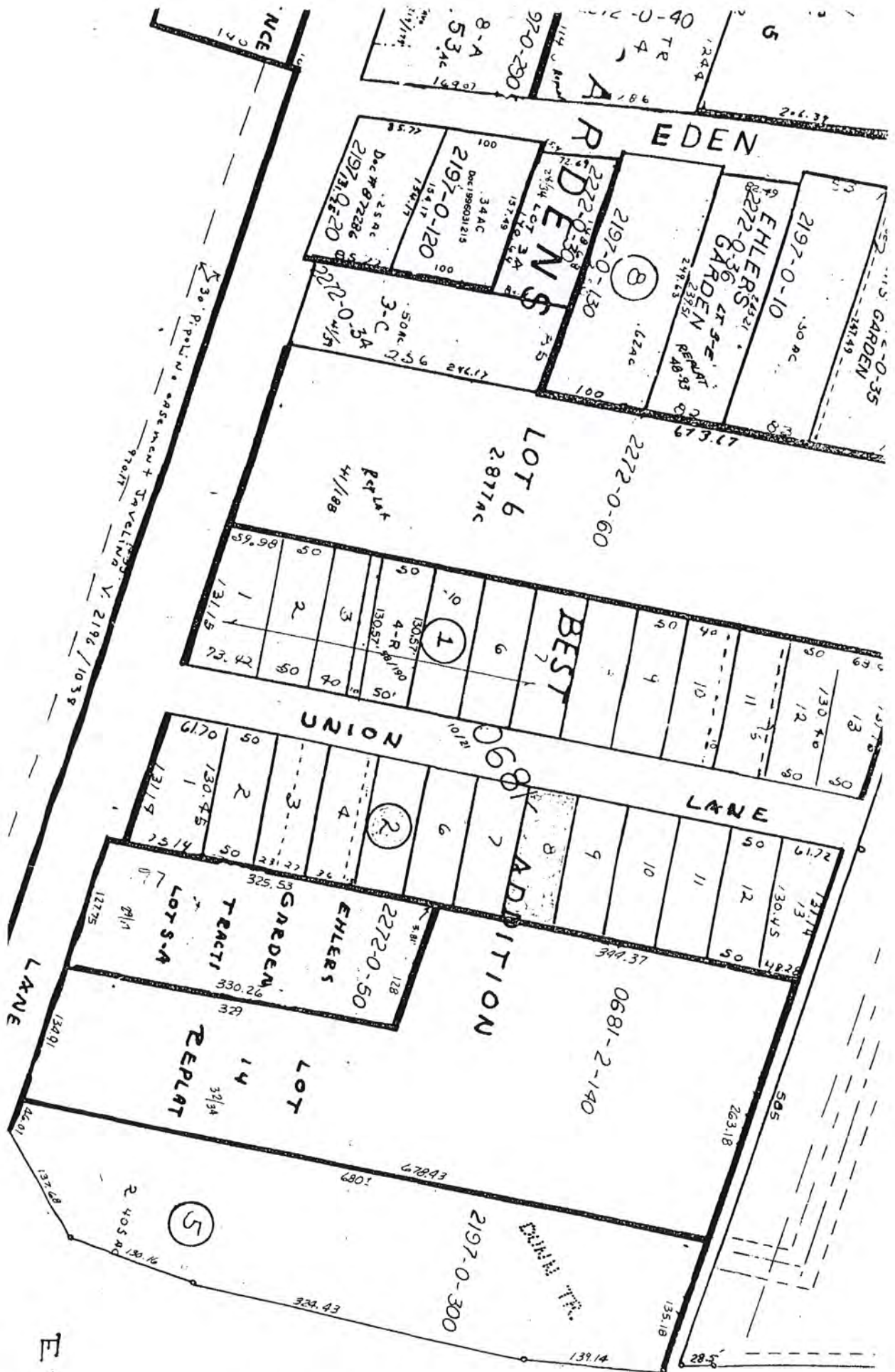
Ernest M. Briones  
COUNTY CLERK  
NUECES COUNTY, TEXAS



SCALE: 1 INCH = 50 FEET  
 A. N. MASIRA

Plat V. 10, Pg. 21 - Best Addition

(TR.# 54)



EXP

W/1086 - APPRAISAL DISTRICT MAP

(TR.#34)

9209108

DOC# 823210

WARRANTY DEED

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\* KNOW ALL MEN BY THESE PRESENTS:  
\*

THAT I, BERTHA DE LA CRUZ f/k/a Bertha Benes, joined herein by my husband, FELIPE DE LA CRUZ, of the County of Nueces and State of Texas for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, A GENERAL PARTNERSHIP, of the County of Nueces and State of Texas, all of the following described real property in Nueces County, Texas, to-wit:

Lot Nine (9), Block Two (2), BEST ADDITION, a Subdivision of the City of Corpus Christi, Texas, as shown by map or plat thereof, recorded in Volume 10, Page 21, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, rights-of-way, mineral reservations, mineral leases and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

The payment of taxes for the year 1992 is hereby assumed by Grantee.

Felipe De La Cruz is joining in this document only to convey his homestead interest, if any. Felipe De La Cruz does not assert any other ownership rights in the property and expressly recognizes that this property is the sole and separate property of Bertha De La Cruz.

EXECUTED on this 15<sup>th</sup> day of September, 1992.

Bertha De La Cruz  
Bertha De La Cruz

Felipe De La Cruz  
Felipe De La Cruz

Mailing Address of Grantee:

Name: Javelina Company  
Address: 5417 Union Street  
C.C. TX. 78407

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\*

This instrument was acknowledged before me on this 15<sup>th</sup> day of September, 1992, by BERTHA DE LA CRUZ.



Carole R. Hildebran  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\*

This instrument was acknowledged before me on this 15<sup>th</sup> day of September, 1992, by FELIPE DE LA CRUZ.



Carole R. Hildebran  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SAN JACINTO TITLE COMPANY  
5926 South Staples  
Corpus Christi, Texas 78413  
Gf No. 92-09-108-LN

WARRANTY DEED

FROM

BERTHA DE LA CRUZ AND HUSBAND, FELIPE DE LA CRUZ

TO

JAVELINA COMPANY, A GENERAL PARTNERSHIP

d:\wd\delacruz.wd

*Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.*

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereto by me, and was duly RECORDED in the Official Public Records of Nueces County, Texas on

SEP 22 1992



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

GF#	92-09-108LN
AMOUNT:	700,000
PAGES:	3
SAN JACINTO TITLE COMPANY	

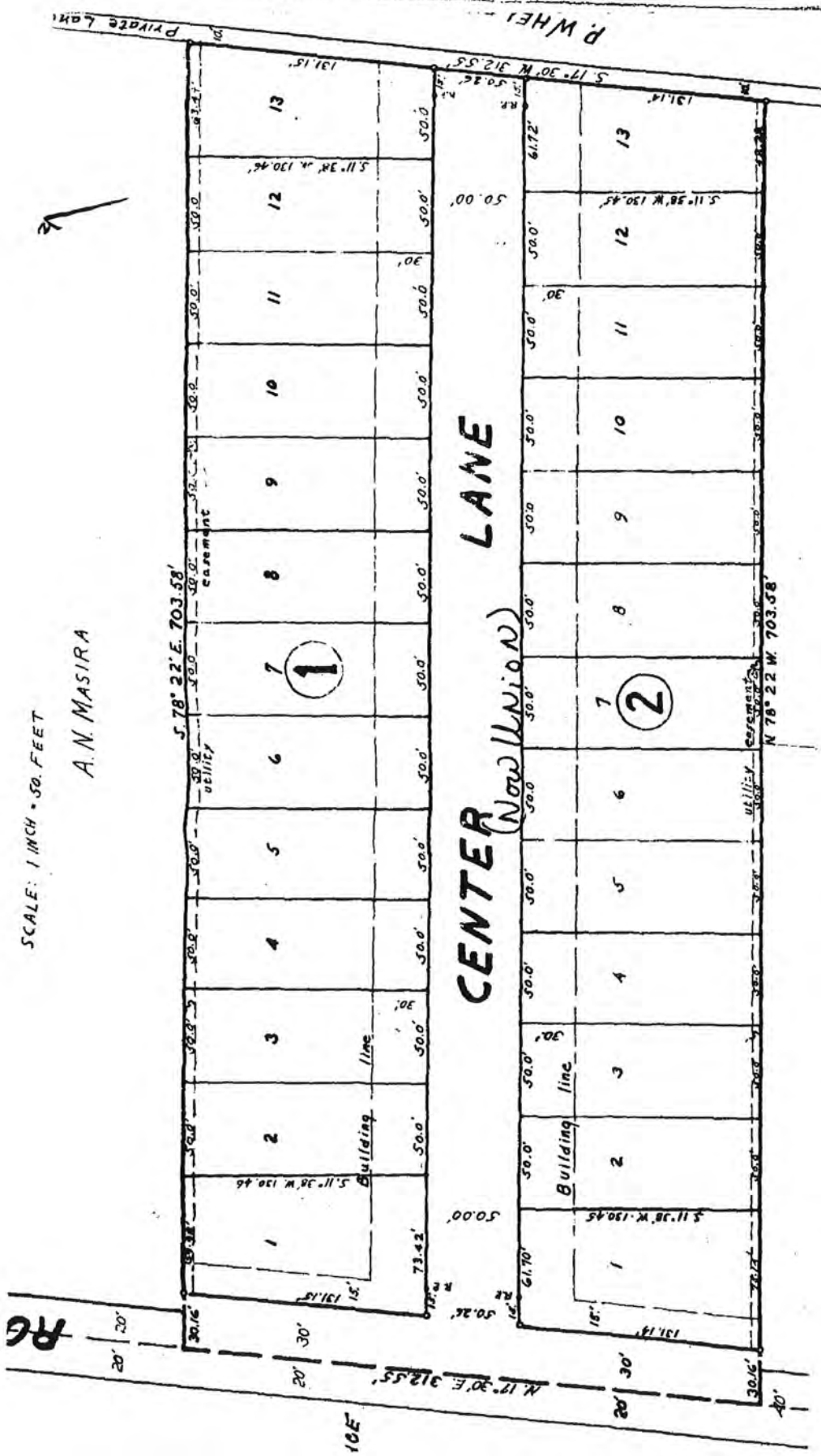
COMPARED

FILED FOR RECORD  
DOC# 823210 \$9  
09-22-1992 09:32:41  
ERNEST M. BRIONES  
NUECES COUNTY

(72#46)

Best Addition

Plat V. 10 P. 21



SCALE: 1 INCH = 50. FEET

A. N. MASIRA

PG

10E

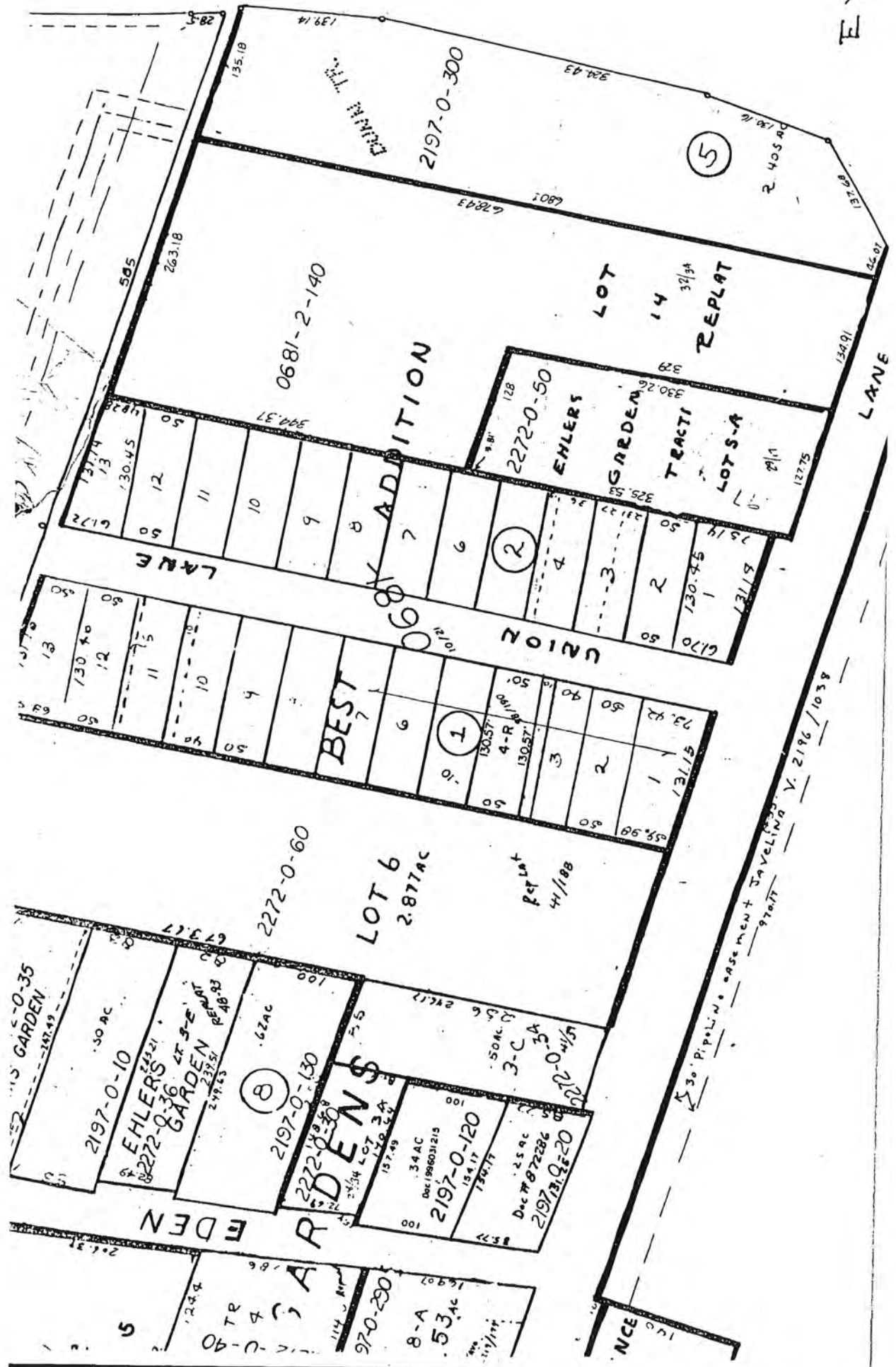


Table of lot numbers and dimensions for the 'BEST' and 'UNION' sections.

Section	Lot #	Dimensions
BEST	1	130.57' x 130.57'
	2	130.57' x 130.57'
	3	130.57' x 130.57'
	4	130.57' x 130.57'
	5	130.57' x 130.57'
	6	130.57' x 130.57'
	7	130.57' x 130.57'
UNION	1	130.45' x 130.45'
	2	130.45' x 130.45'
	3	130.45' x 130.45'
	4	130.45' x 130.45'
	5	130.45' x 130.45'
	6	130.45' x 130.45'
	7	130.45' x 130.45'
	8	130.45' x 130.45'

Table of lot numbers and dimensions for the 'ADDITION' section.

Lot #	Dimensions
1	130.45' x 130.45'
2	130.45' x 130.45'
3	130.45' x 130.45'
4	130.45' x 130.45'
5	130.45' x 130.45'
6	130.45' x 130.45'
7	130.45' x 130.45'
8	130.45' x 130.45'
9	130.45' x 130.45'
10	130.45' x 130.45'

Table of lot numbers and dimensions for the 'REPLAT' section.

Lot #	Dimensions
1	130.45' x 130.45'
2	130.45' x 130.45'
3	130.45' x 130.45'
4	130.45' x 130.45'

Additional notes and parcel identifiers at the bottom of the map, including '2197-0-35 GARDEN', '2272-0-60 LOT 6', '2197-0-120', and '2197-0-300'.



779895

WARRANTY DEED

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\* KNOW ALL MEN BY THESE PRESENTS:  
\*

THAT, We, **TOMAS G. GARCIA** and wife, **NORBERTA L. GARCIA**, as Grantors, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto **JAVELINA COMPANY**, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

Lots Ten (10) and Eleven (11), Block Two (2), **BEST ADDITION**, an addition to the City of Corpus Christi, Nueces County, Texas, according to map or plat of said addition recorded in Volume 10, Page 21, Map Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1991, which have been prorated to this date.

EXECUTED this 6th day of November, 1991.

Tomas G. Garcia  
Tomas G. Garcia

Norberta L. Garcia  
Norberta L. Garcia

Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

STATE OF TEXAS \*  
\*  
COUNTY OF NUECES \*

This instrument was acknowledged before me on the 6<sup>th</sup> day of November, 1991, by TOMAS G. GARCIA and wife, NORBERTA L. GARCIA.



Shelly Jo Cristan  
Notary Public, State of Texas

WARRANTY DEED

FROM

TOMAS G. GARCIA AND WIFE, NORBERTA L. GARCIA

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water Street  
545 Klee Square Building  
Corpus Christi, TX 78401

Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color,  
Religion, Sex, Marital Status or National Origin, is  
invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped herein by me, and  
was duly RECORDED, in the Official Public Records of REAL  
PROPERTY Nueces County, Texas on

NOV 6 1991



*Shirley M. Davis*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

700  
200

d:/word/coastgar.pm.rv

*Shirley M. Davis*  
COUNTY CLERK NUECES COUNTY TX

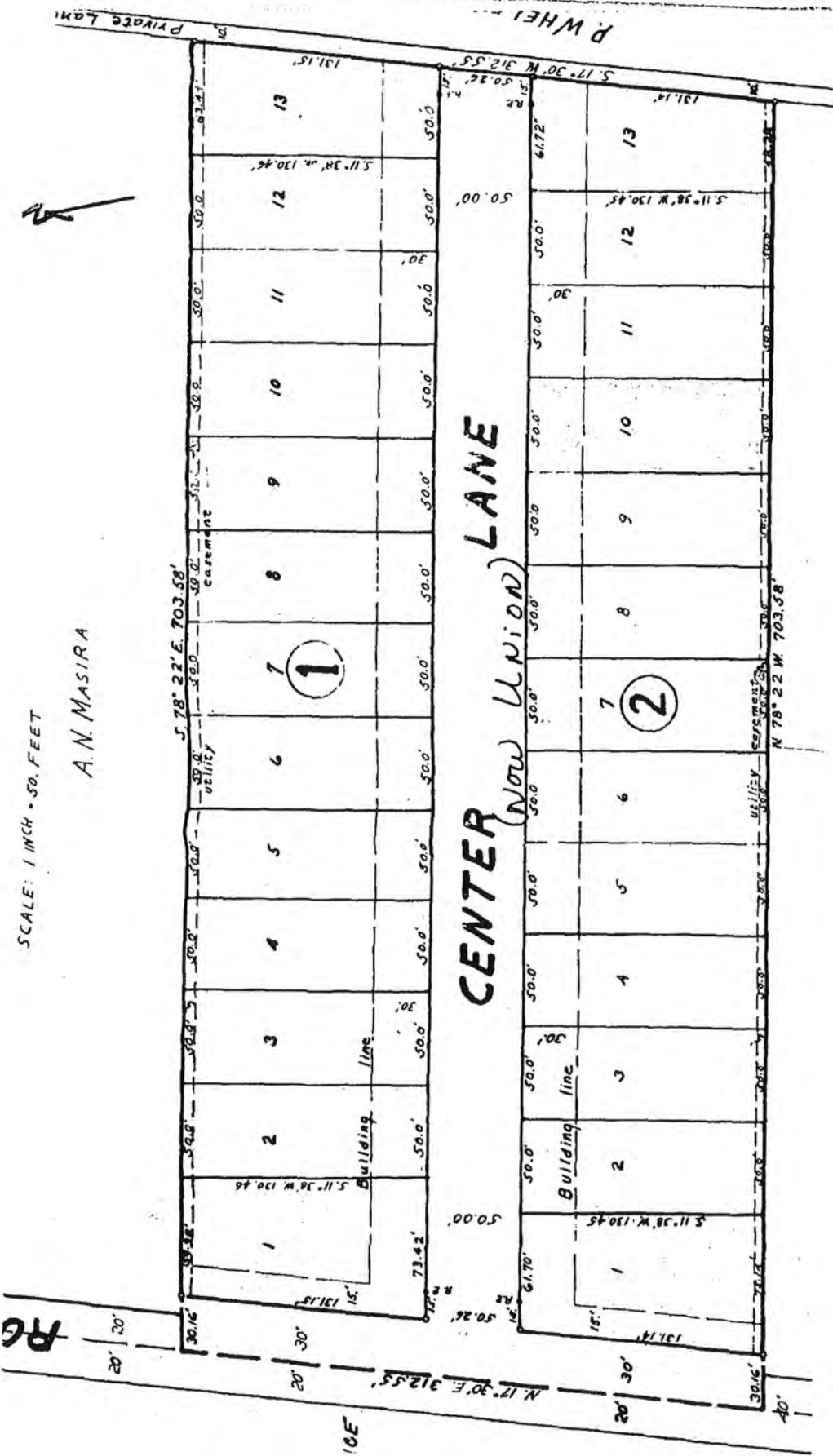
FILED FOR RECORD  
NOV 6 4 34 PM '91

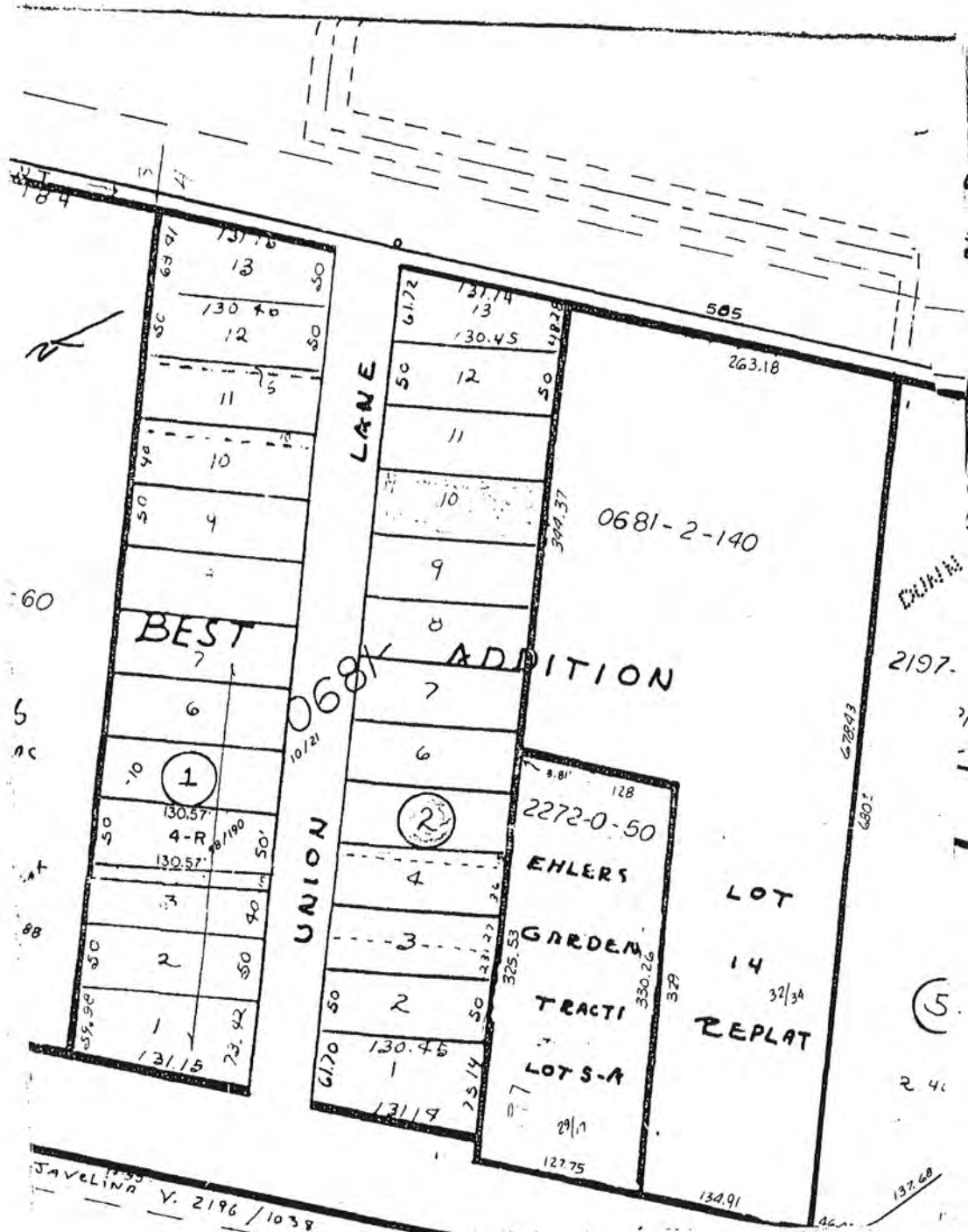
COMPARED

779895 /

SCALE: 1 INCH = 50. FEET

A. N. MASIRA

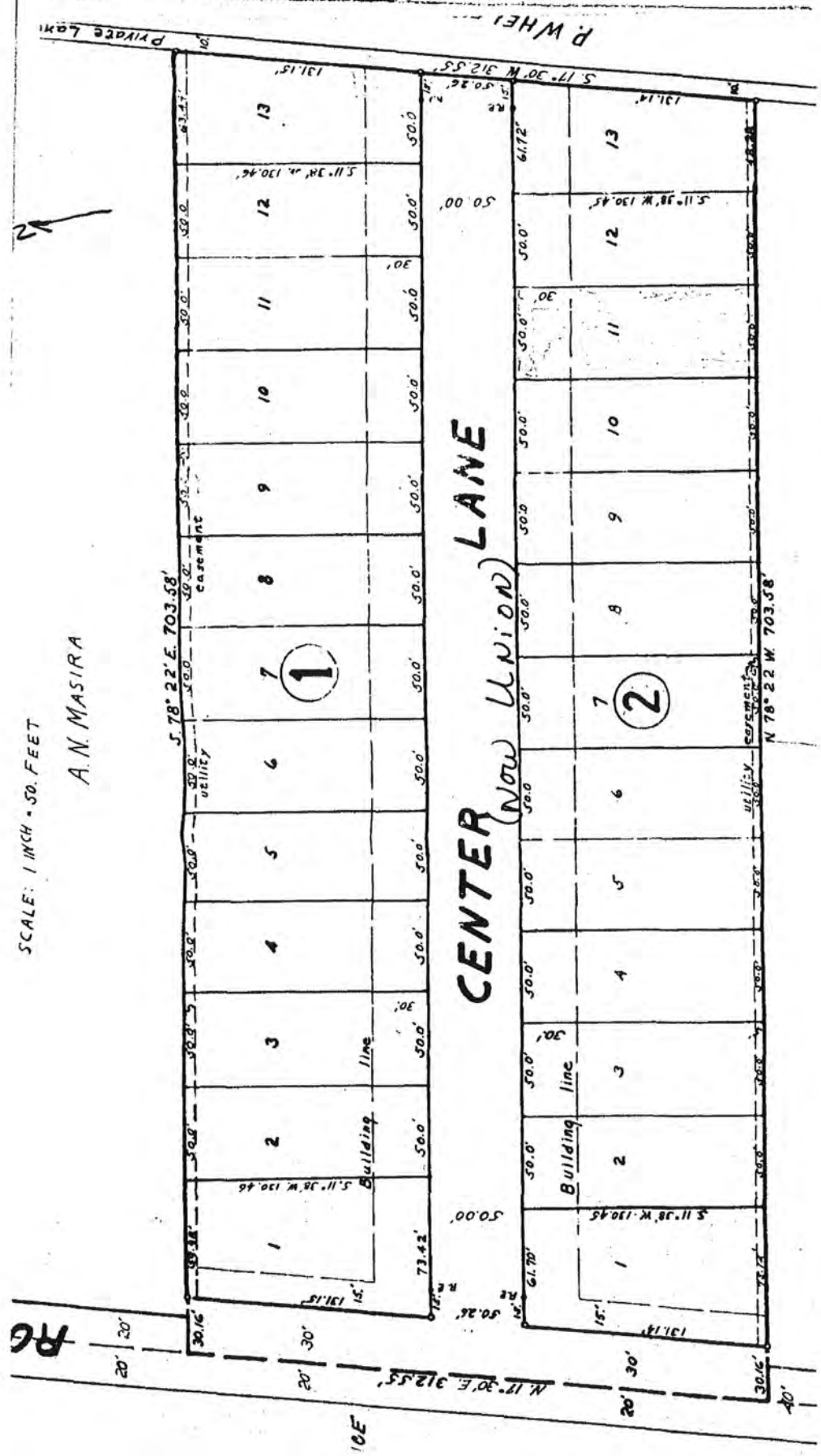


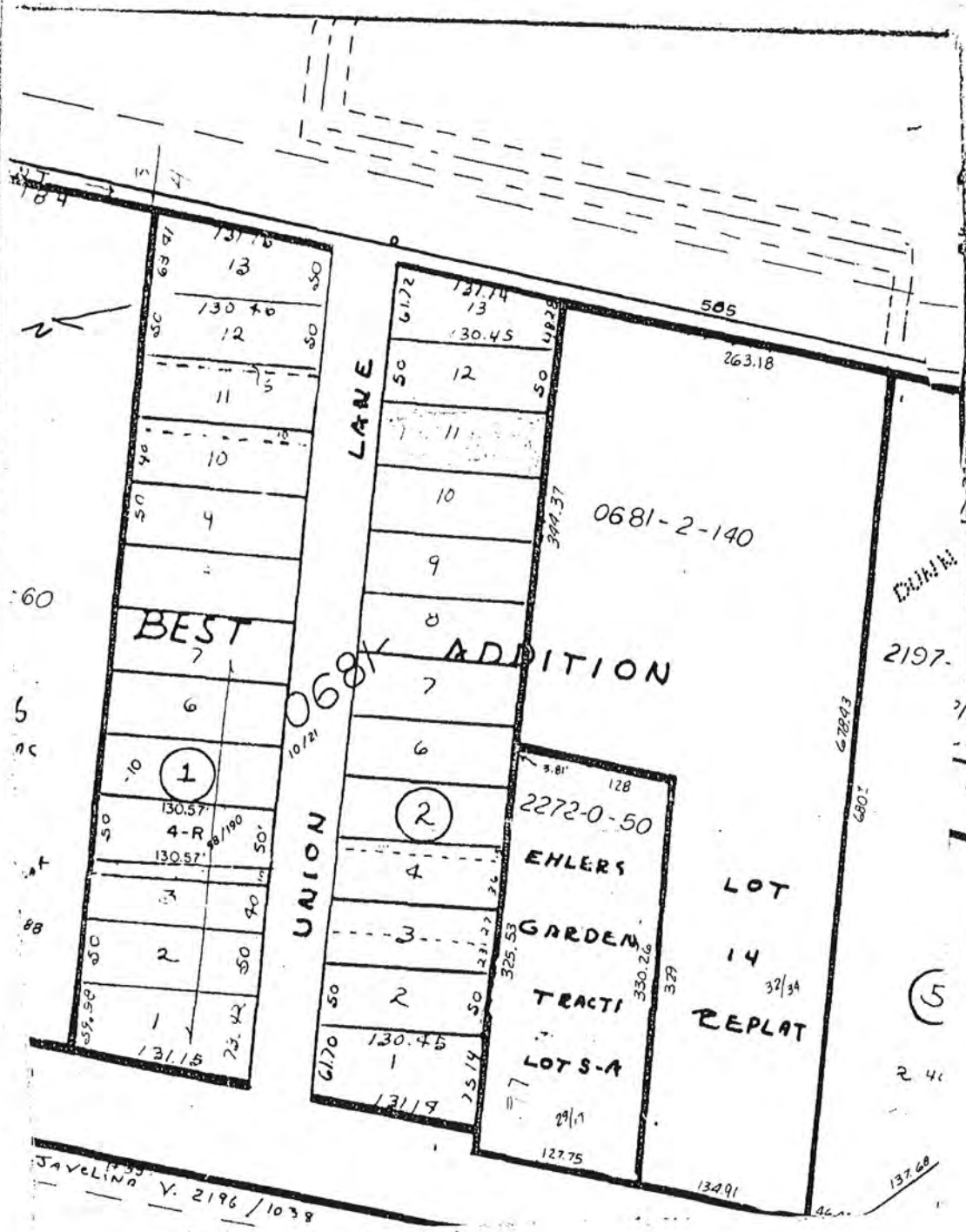


JAVELINA V. 2196 / 1038

SCALE: 1 INCH = 50 FEET

A. N. MASIRA





Javelina Y. 2196/1038

797381

**WARRANTY DEED**

**DATE:** March 5, 1992

**GRANTORS:**

Willis Dean Coon, acting by Randall Earl Coon, Attorney-in-Fact  
Randall Earl Coon, Individually  
Robert D. Coon  
Peggy Lee Matlock  
Joni Mae Crowdis  
Lori D. Baldwin

Grantors are the surviving husband and children of Bonnie Marie Coon, deceased. The property herein conveyed is the separate property of each Grantor, and is not part of any Grantor's homestead.

**GRANTORS' MAILING ADDRESS**

**(INCLUDING COUNTY):** c/o Randall Earl Coon  
7505 Timber Ridge Court  
Fort Worth, Tarrant County, Texas 76179

**GRANTEE:** Javelina Company, a Texas General Partnership

**GRANTEE'S MAILING ADDRESS**

**(INCLUDING COUNTY):** Nine Greenway Plaza  
Houston, Harris County, TX 77046  
ATTN: Right of Way Department

**CONSIDERATION:**

The sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**PROPERTY:**

"5401 & 5405 Union Street, Corpus Christi, Texas, described as Lots Twelve (12) and Thirteen (13), block 2, BEST Addition to City of Corpus Christi, in Nueces County, Texas, as shown by map in Volume 10, Page 21, Map Records of Nueces County, Texas."

**ENVIRONMENTAL WARRANTY:** Grantors hereby represent and warrant to Grantee as follows:

- (a) that Grantors' occupancy, operation and use of the property (including the buildings, improvements, fixtures and equipment forming a part thereof) have not violated any applicable laws pertaining to health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 (RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the subject property.
- (b) Grantors agree to fully indemnify and hold Grantee harmless from all losses, costs and damages resulting from Grantors' breach of this express warranty and Grantors understand and acknowledge that without this express warranty Grantee would not consummate this transaction.

3/5/92-DATE

3/23/92-File DATE WARRANTY Deed

92-797381

(TR#70)



**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) The restrictive covenants appearing in Volume 333 at Page 156 of the Deed Records of Nueces County, Texas.
- (2) Mineral Reservation in deed dated June 7, 1976, Recorded in Volume 1569, Page 972, Deed Records of Nueces County, Texas, from Ruth Jones as Grantor to Willis D. Coon and wife Bonnie M. Coon as Grantee.
- (3) Oil and Gas Lease from Willis D. Coon to Walton E. Cox, dated August 17, 1977 and recorded in Volume 320 at Page 58 of the Oil and Gas Records of Nueces County, Texas, to the extent that such lease is still valid and in force. All rights of Lessors are specifically conveyed to the Grantee herein.
- (4) Oil and Gas Lease from Willis D. Coon and wife Bonnie M. Coon to SOMCO dated October 29, 1984 and recorded in Volume 388 at Page 517 Corp. of the Oil and Gas Records of Nueces County, Texas, to the extent that such lease is still valid and in force. All rights of Lessors are specifically conveyed to the Grantee herein.
- (5) Five foot (5') utility easement across the rear of Lots twelve (12) and thirteen (13) of Block 2, BEST Addition, and a thirty foot (30') building line along the front of said lot, all as shown by map of record in Volume 10 at Page 21 of the Map Records of Nueces County, Texas.
- (6) Any other easements, exceptions or reservations affecting these lands and of public record in Nueces County, Texas, to the extent they are valid and in effect.
- (7) All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas.
- (8) Ad valorem taxes for 1992 and subsequent years which are assumed by Grantee.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANT, SELL, and CONVEY** to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns forever; and Grantors hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

This deed may be executed in counterparts, each of which shall constitute an original.

EXECUTED as of February ~~21~~<sup>11</sup>, 1992.

WILLIS DEAN COON

by: Randy Earl Coon Randall Earl Coon  
Randy Earl Coon, Attorney-in-Fact Randall Earl Coon, Individually

\_\_\_\_\_  
Robert D. Coon

\_\_\_\_\_  
Peggy Lee Matlock

\_\_\_\_\_  
Joni Mae Crowdis

\_\_\_\_\_  
Lori D. Baldwin

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 2 day  
of March, 1992, by RANDALL EARL COON as Attorney-in-Fact for

WILLIS DEAN COON.



Mark Murphy  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 6 day  
of March, 1992, by RANDALL EARL COON, in his individual capacity.



Mark Murphy  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by PEGGY LEE MATLOCK.

\_\_\_\_\_  
Notary Public, State of Texas

This deed may be executed in counterparts, each of which shall constitute an original.

EXECUTED as of February \_\_\_\_, 1992.

WILLIS DEAN COON

by: \_\_\_\_\_  
Randy Earl Coon, Attorney-in-Fact Randall Earl Coon, Individually

*Robert D. Coon*  
Robert D. Coon

\_\_\_\_\_  
Peggy Lee Matlock

\_\_\_\_\_  
Joni Mae Crowdis

\_\_\_\_\_  
Lori D. Baldwin

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by RANDALL EARL COON as Attorney-in-Fact for  
WILLIS DEAN COON.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by RANDALL EARL COON, in his individual capacity.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by PEGGY LEE MATLOCK.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 5<sup>th</sup> day  
of March, 1992, by ROBERT D. COON.



Mary Ann Parker  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1992, by JONI MAECROWDS.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_\_ day  
of \_\_\_\_\_, 1992, by LORI D. BALDWIN.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING  
RETURN TO:  
NICOLAS, MORRIS & BARROW  
505 S. Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341**

**PREPARED IN THE  
LAW OFFICE OF:  
NICOLAS, MORRIS & BARROW  
505 S. Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341**

This deed may be executed in counterparts, each of which shall constitute an original.

EXECUTED as of February \_\_\_\_, 1992.

WILLIS DEAN COON

by: \_\_\_\_\_  
Randy Earl Coon, Attorney-in-Fact Randall Earl Coon, Individually

\_\_\_\_\_  
Robert D. Coon

*Peggy Lee Matlock*  
\_\_\_\_\_  
Peggy Lee Matlock

\_\_\_\_\_  
Joni Mae Crowdis

\_\_\_\_\_  
Lori D. Baldwin

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by RANDALL EARL COON as Attorney-in-Fact for  
WILLIS DEAN COON.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by RANDALL EARL COON, in his individual capacity.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 6<sup>th</sup> day  
of March, 1992, by PEGGY LEE MATLOCK.

*Shelley Jo Crist*  
\_\_\_\_\_  
Notary Public, State of Texas



This deed may be executed in counterparts, each of which shall constitute an original.

EXECUTED as of February \_\_\_\_, 1992.

WILLIS DEAN COON

by: \_\_\_\_\_  
Randy Earl Coon, Attorney-in-Fact Randall Earl Coon, Individually

Robert D. Coon  
\_\_\_\_\_  
*Joni Mae Crowdis*  
Joni Mae Crowdis

Peggy Lee Matlock  
\_\_\_\_\_  
*Lori D. Baldwin*  
Lori D. Baldwin

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by RANDALL EARL COON as Attorney-in-Fact for  
WILLIS DEAN COON.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by RANDALL EARL COON, in his individual capacity.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by PEGGY LEE MATLOCK.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this \_\_\_\_ day  
of \_\_\_\_\_, 1992, by ROBERT D. COON.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 8<sup>th</sup> day  
of MARCH, 1992, by JONI MAEGROWDS. MAE CROWDIS WING

Floyd H Moore  
Notary Public, State of Texas  
FLOYD H MOORE JR



STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME on this 8<sup>th</sup> day  
of MARCH, 1992, by LORI D. BALDWIN.

Floyd H Moore  
Notary Public, State of Texas  
FLOYD H MOORE JR



**AFTER RECORDING  
RETURN TO:  
NICOLAS, MORRIS & BARROW  
505 S. Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341**

**PREPARED IN THE  
LAW OFFICE OF:  
NICOLAS, MORRIS & BARROW  
505 S. Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341**

WARRANTY DEED

FROM

WILLIS DEAN COON, ET AL

TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

E:\WP51\PM\JAVEDEED.4.mb

Filed for Record  
03-23-1992  
11:16:01  
Doc# 797381  
\$ 21.00  
NUECES County, TX

C  
1900  
200  
Pg. 8.

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

MAR 23 1992



*Quenton K. ...*  
COUNTY CLERK  
NUECES COUNTY, TEXAS



(TR.#70)

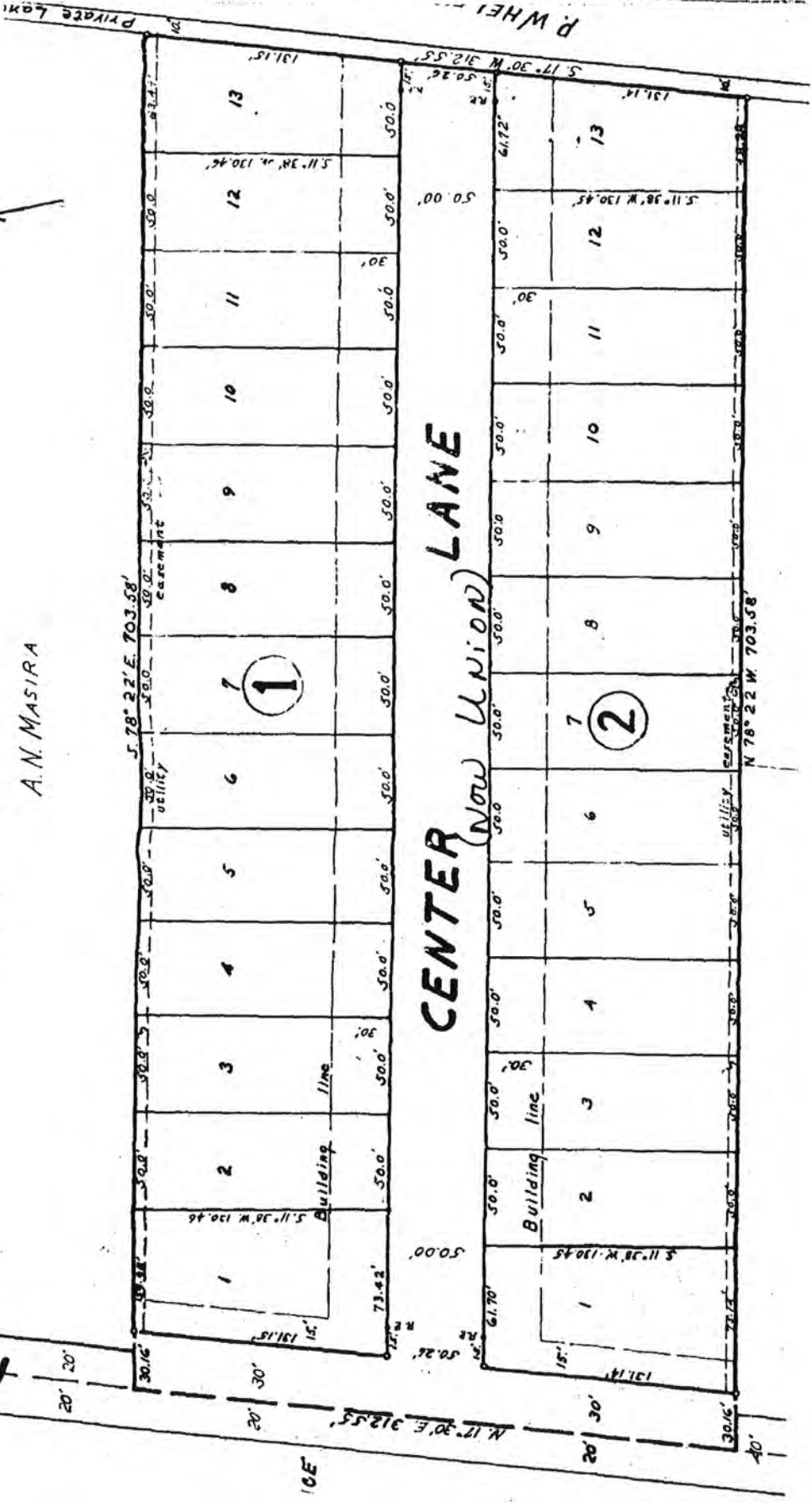
BEST ADDITION

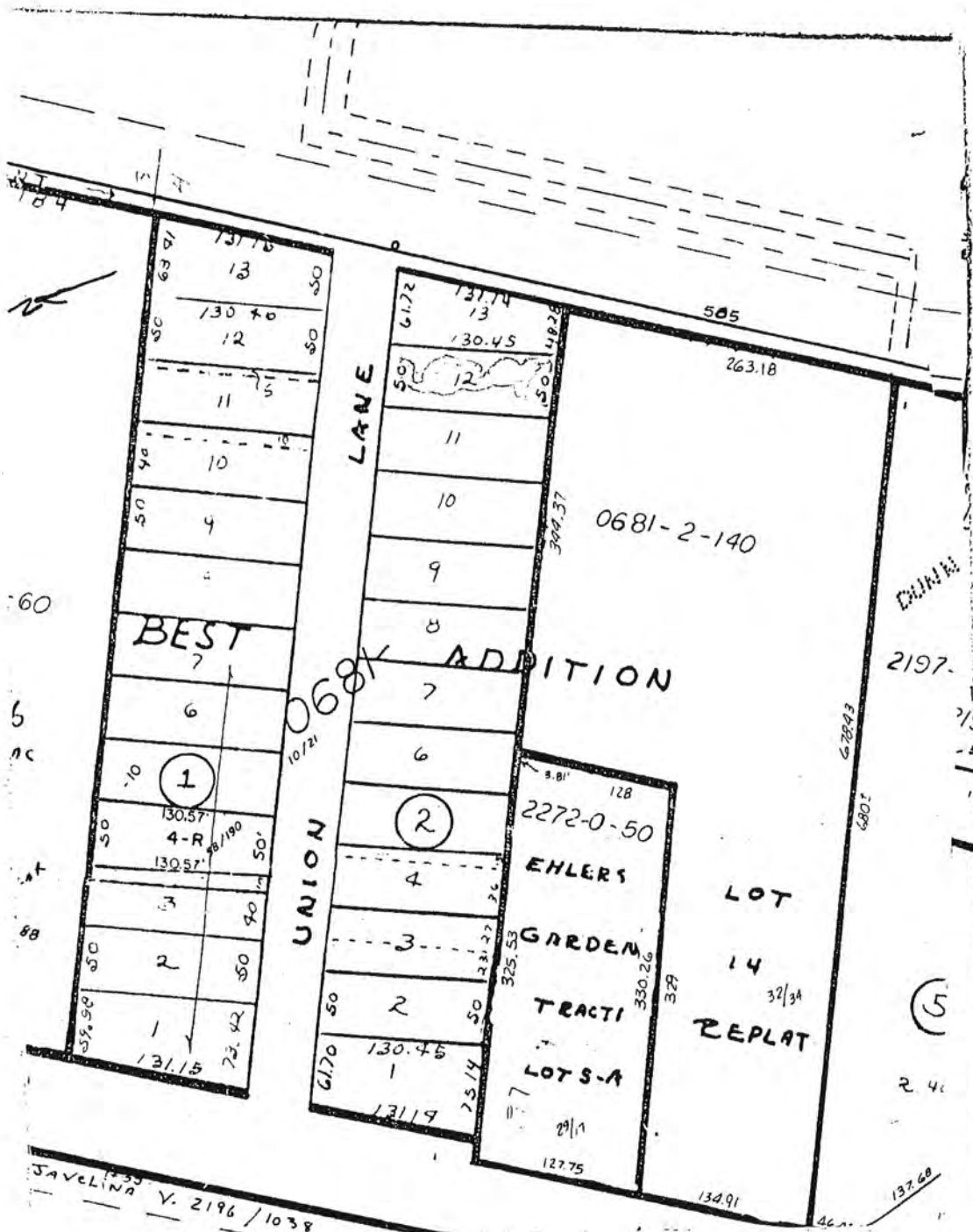
Plat V.10Pg. 21

SCALE: 1 INCH = 50. FEET

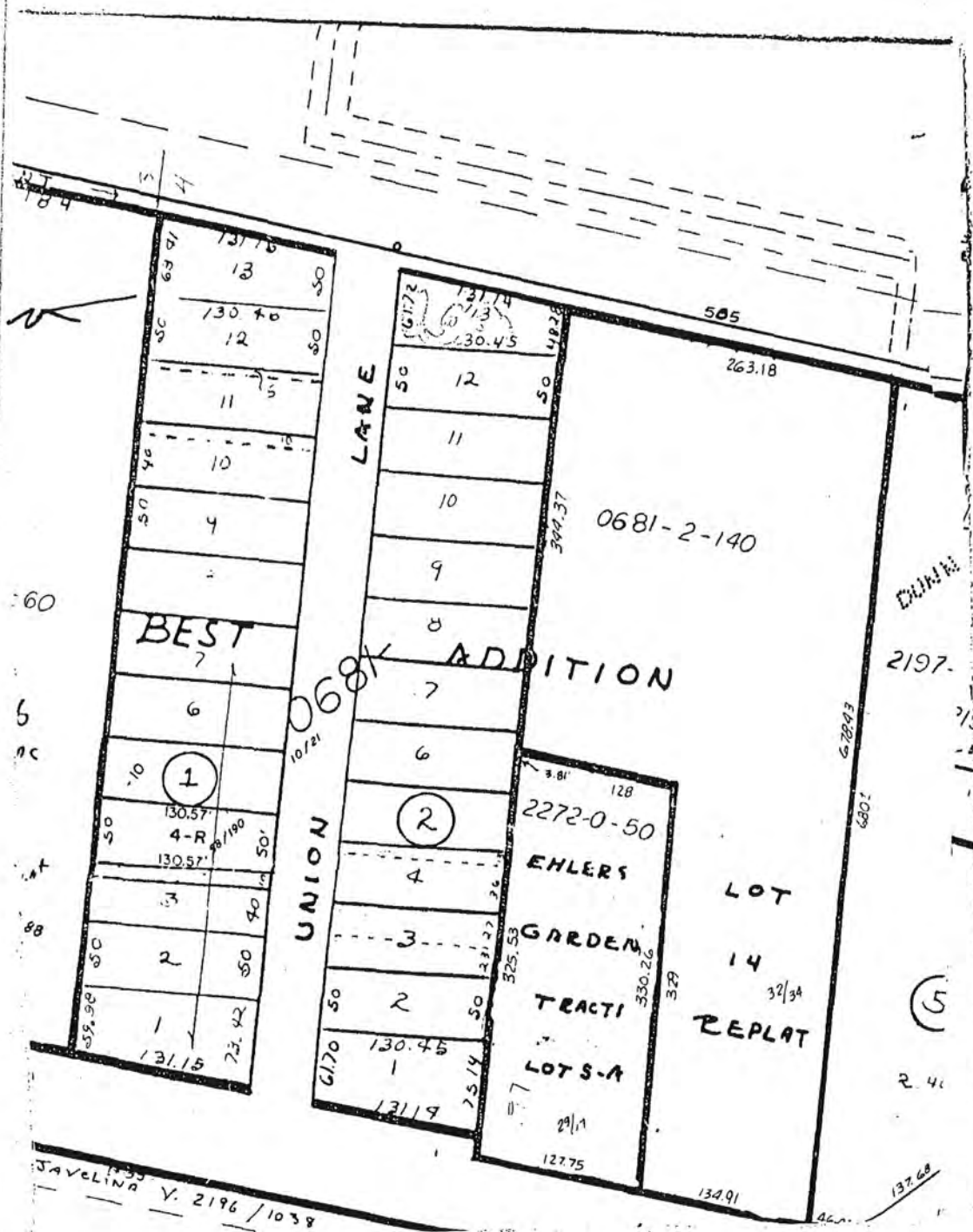
A.N. MASIRA

RG





JAVELINA V. 2196 / 1038



**AFFIDAVIT OF HEIRSHIP**

STATE OF TEXAS §

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Peggy Lee Matlock, known to me to be a credible person above the age of 21 years, who by me being duly sworn, deposes and says, to-wit:

That her name is Peggy Lee Matlock, that she is presently 42 years old and that she is now and has been over her lifetime thoroughly and intimately acquainted with the marital history and heirship of her mother Bonnie M. Coon, Deceased, and that she makes the following statements from her own personal knowledge.

That the decedent was married one time and one time only to Willis D. Coon on or about the year 1948. To this marriage was born the following named children and only the following name children and no other children were ever raised, claimed and/or adopted by Willis D. Coon and Bonnie M. Coon:

- Peggy Lee Matlock, nee Coon, daughter
- Robert D. Coon, son
- Randall Earl Coon, son
- Joni Mae Crowdis, nee Coon, daughter
- Lori D. Baldwin, nee Coon, daughter

That Bonnie M. Coon, died on or about January 1987 survived by her husband Willis D. Coon and the above named children, all of whom are currently living and above legal age.

That to the best of affiant's knowledge decedent died intestate and there were no unpaid debts or obligations due by decedent at the time of her death. No administration proceedings of any type have been had on decedent's estate, as none were necessary.

Further affiant sayeth not.

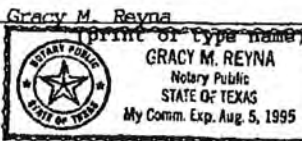
Peggy Lee Matlock  
 Peggy Lee Matlock  
 5405 Union Street  
 Corpus Christi, Texas 78407

Subscribed and sworn to before me this the 27th day of February, 1992.

My commission expires:

Aug. 5, 1995

Gracy M. Reyna  
 Notary Public for State of Texas

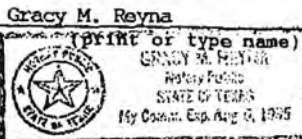


STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me by Peggy Lee Matlock on this the 27th day of February, 1992.

Gracy M. Reyna  
 Notary Public for State of Texas



My commission expires:

Aug. 5, 1995

11-187-000  
3/5/92-FILE DATE

AFFIDAVIT of Heirship

92-795404  
(702-#70)

Return to:

Right of Way Service, Inc.

P.O. Box 69

Alice, TX 78333 500/200

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

MAR 5 1992



*Quentin McLean*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Filed for Record  
03-05-1992 10:37:56  
Doc# 795404 \$ 11.00  
NUECES County, TX

**WARRANTY DEED****Effective Date:** May 13, 1998**Grantor:** VELMA AILEEN POLLOCK, a single person**Grantor's Mailing Address****(Including County):** 624 Meadowbrook Drive  
Corpus Christi, Nueces County, Texas 78412**Grantee:** COASTAL JAVELINA, INC.**Grantee's Mailing Address****(Including County):** Coastal Tower  
Nine Greenway Plaza  
Houston, Harris County, Texas 77046-0995**Consideration:** Ten and No/100 Dollars and other good and valuable consideration**Property (Including Any Improvements):**

One (1) acre of land, more or less, in Nueces County, Texas, out of Lot Three (3), EHLERS GARDEN LOTS located about three miles West of Corpus Christi, on Lawrence Lane, said tract being out of the N.W. portion of 21.78 acres known as the Ehlers Tract, which is a portion of the 100 acres known as the Matthew or John Dunn Tract, which is a portion of the Villarreal Grant, Abstract #1, and being described by metes and bounds as follows: BEGINNING at a point S 17 degree 30' W 802.5' from the South line of Up River Road on the E. side of a 40 foot road known as Lawrence Lane, for the Northwesterly and beginning corner of this tract; THENCE S 86 degree 12' E 330' to a point in the Easterly boundary line of a tract of land conveyed by Claude Eden and wife, to Sherman Eden by deed dated March 24, 1943, and recorded in Vol. 288, Page 93 of the deed records of Nueces County, Texas, for the Northeasterly corner of this tract; THENCE South 17 degree 30' West and along the Easterly boundary line of the one acre tract conveyed by Claude Eden and wife to Sherman Eden above referred to, 134 feet to the Southeast corner of said tract for the Southeasterly corner of this tract; THENCE N. 86 degree 12' West 330' to a point on the Easterly boundary line of Lawrence Lane the Southwest corner of a tract of one (1) acre conveyed by Claude Eden and wife, to Sherman Eden by deed dated September 20, 1940, recorded in Vol. 261, Page 260, Deed Records of Nueces County, Texas, for the Southwest corner of this tract; THENCE N. 17 degree 30' E. with the East line of Lawrence Lane, 132 feet to the place of beginning, containing one (1) acre of land, more or less, subject to that portion of said property along the South side used for road purposes, being the same land conveyed to Grantor by Warranty Deed dated April 24, 1964, from Robert L. Webb and Ruby Lee Webb recorded in Volume 1041, pp. 106-107, Deed Records of Nueces County, Texas;

SAVE AND EXCEPT that portion platted as "Lot 4, EHLERS GARDEN TRACTS", filed for record in Volume 37, Page 124, Map Records of Nueces County, Texas.

**Reservation from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

- 1) Any and all restrictions, covenants, conditions, rights-of-way, mineral reservations, mineral leases and easements, if any, relating to the Property, but only to the extent they are still in effect and shown of record;

- 2) All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they relate to the Property and are still in effect; and
- 3) Taxes for the year 1998 and all subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

*Velma Aileen Pollock*  
 \_\_\_\_\_  
 VELMA AILEEN POLLOCK

THE STATE OF TEXAS           §  
 COUNTY OF NUECES           §

This instrument was acknowledged before me on this 14<sup>th</sup> day of May, 1998, by **VELMA AILEEN POLLOCK**.



*Stephanie L. Barrientes*  
 \_\_\_\_\_  
 Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Pat Morris  
 NICOLAS, MORRIS, GILBREATH  
 & SMITH, L.L.P.  
 5926 S. Staples, Suite A-2  
 Corpus Christi, Texas 78413

**PREPARED IN THE LAW OFFICE OF:**

Pat Morris  
 NICOLAS, MORRIS, GILBREATH  
 & SMITH, L.L.P.  
 5926 S. Staples, Suite A-2  
 Corpus Christi, Texas 78413

051498U:ACOASTJAVPOLLOC-V.WD\lg

**WARRANTY DEED**

FROM  
 VELMA AILEEN POLLOCK  
 TO  
 COASTAL JAVELINA, INC.

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Doc# 1998020296  
# Pages: 3  
Date : 05-14-1998  
Time : 03:54:30 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 13.00

7  
6 C pg 2



WARRANTY DEED

STATE OF TEXAS  
 COUNTY OF NUECES

\*  
 \* KNOW ALL MEN BY THESE PRESENTS:  
 \*

THAT we, CONGREGATION OF JEHOVAH'S WITNESSES, HILLCREST UNIT, CORPUS CHRISTI, NUECES COUNTY, TEXAS, by and through its undersigned trustees, TOM WEBB, TOMMY F. THOMPSON and WILLIE C. SATTERWHITE, as Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by Grantee herein, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JAVELINA COMPANY, a Texas General Partnership, as Grantee, its successors and assigns, all of the following described real property in Nueces County, Texas, to-wit:

All of Lot Four (4), EHLERS GARDEN TRACTS, an addition to the City of Corpus Christi, Nueces County, Texas, according to map or plat of said Lot 4 recorded in Volume 37, Page 124, Map Records of Nueces County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors do hereby bind the Congregation of Jehovah's Witnesses, Hillcrest Unit, themselves, their heirs, executors and administrators and successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any easements, restrictions and reservations affecting the hereinabove described property of record in the Office of the County Clerk of Nueces County, Texas, and to ad valorem taxes accruing subsequent to January 1, 1992.

EXECUTED this 1<sup>st</sup> day of ~~October, 1992.~~  
November 1991

CONGREGATION OF JEHOVAH'S  
WITNESSES, HILLCREST UNIT

By: Tom Webb  
Tom Webb, Trustee

Tommy F. Thompson  
Tommy F. Thompson, Trustee

Willie C. Satterwhite  
Willie C. Satterwhite, Trustee

Mailing Address  
of Grantee:

Coastal Javelina, Inc.  
Coastal Tower  
Nine Greenway Plaza  
Houston, TX 77046-0995

Mailing Address  
of Grantor:

Congregation of Jehovah's  
Witnesses, Hillcrest Unit  
301 MERRILL DR.  
CORPUS CHRISTI, TX - 78408

STATE OF TEXAS  
COUNTY OF NUECES

\*  
\*  
\*

This instrument was acknowledged before me on the 1<sup>st</sup> day of November, 1991, by TOM WEBB, TOMMY E. THOMPSON and WILLIE C. SATTERWHITE, Trustees of the CONGREGATION OF JEHOVAH'S WITNESSES, HILLCREST UNIT, CORPUS CHRISTI, TEXAS, on behalf of said congregation and in their capacity as Trustees.

*Mike Eliff*  
\_\_\_\_\_  
Notary Public, State of Texas



AFTER RECORDING  
RETURN TO:

NICOLAS, MORRIS & BARROW  
505 South Water St., Ste. 545  
Corpus Christi, TX 78401  
512/883-6341

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is Invalid and unenforceable under FEDERAL LAW, 3/12/89.

STATE OF TEXAS  
COUNTY OF NUECES  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of REAL PROPERTY Nueces County, Texas on

NOV 4 1991

WARRANTY DEED  
FROM



*Gregory Keenan*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

CONGREGATION OF JEHOVAH'S WITNESSES, HILLCREST UNIT  
TO

JAVELINA COMPANY, A TEXAS GENERAL PARTNERSHIP

COUNTY CLERK NUECES COUNTY TX

*Gregory Keenan*

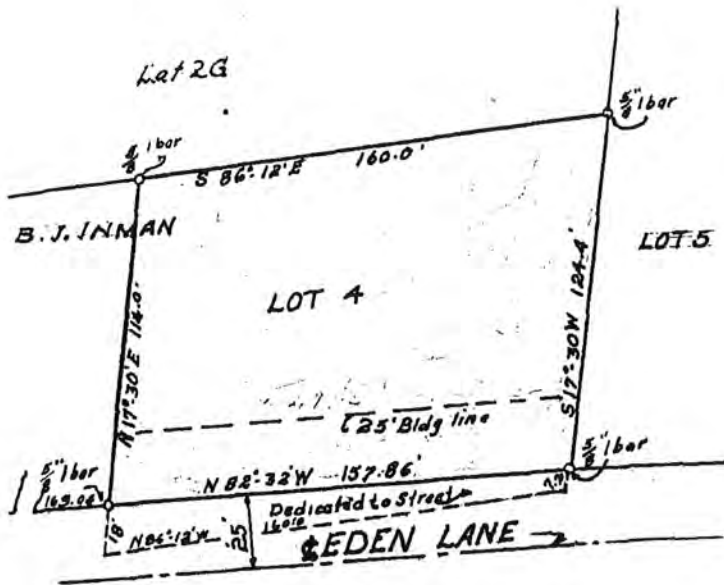
NOV 4 4 33 PM '91  
FILED FOR RECORD

COMPARE

779A54

/dw3/pm/jehodeed.pm

CO CLK



**LOT 4 EHLERS GARDEN TRACTS**

Being a tract of land consisting of 0.47 acre in Shore 3 Ehler's Garden Tracts as shown by map of record in Volume 6 Page 33 of the Map Records, Nueces County Texas

By  
 B.J. INMAN  
 H T CUMMINGHAM Engineer  
 Date May 1971 Scale 1" = 40 ft



I certify that I am owner of the land embraced in the attached EHLERS GARDEN TRACTS subject to a lien held by R.L. Webb, that I have surveyed and subdivided as shown, that streets and easements, as shown on the map, are as shown, that this map was made for the purpose of description

B.J. Inman  
 B.J. INMAN  
Mrs. Velma A. Inman  
 Mrs. Velma A. Inman  
R.L. Webb  
 Lien holder

I signed authority, on this day personally appeared B.J. INMAN and VELMA A. INMAN, wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they signed the same for the purposes therein expressed and that the said VELMA A. INMAN, wife of B.J. INMAN, having been exempt from her husband and having the same fully explained to her by me, she consented willingly for the purposes therein expressed and that she did not

and seal of office, this 26 day of May 1971

Sara Cook  
 Notary Public in and for Nueces Co. Tex.

I signed authority, on this day personally appeared R.L. Webb, known to me by name is subscribed to the foregoing instrument and acknowledged the same for the purposes and in the Capacity therein stated.

and seal of office this 26 day of May 1971 AD.

Sara Cook  
 Notary Public in and for Nueces Co. Tex.

I, a Registered Professional Engineer, hereby declare that this plat of Lot 4 is made from a survey on the ground and is true and correct.

REPLAT V-37 PA. 124 (LOT 4) EHLERS GARDEN TRACTS (TR.#75)

STATE OF TEXAS  
 COUNTY OF NUECES

This final plat of the Zoning Ordinance of Nueces County, Texas, provided for by Ordinance No. 1480, unless this map is filed within six (6) months of the date of the filing of this final plat.

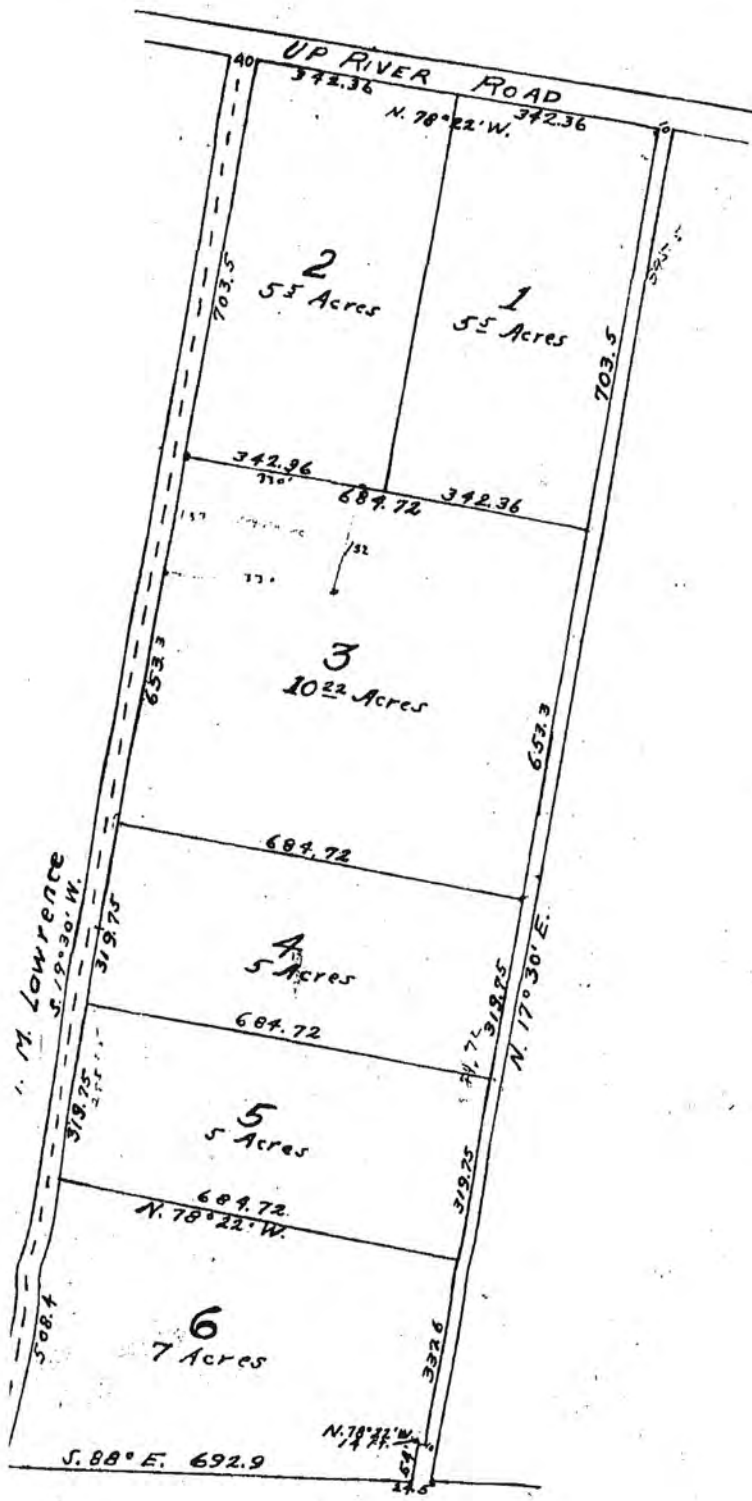
09 9th day of May 1971

STATE OF TEXAS  
 COUNTY OF NUECES

This final plat of Public Works Ordinance No. 1480 of Nueces County, Texas, is hereby certified to be correct.

STATE OF TEXAS  
 COUNTY OF NUECES

I, Mrs. Henry E. Christi, Notary Public in and for Nueces County, Texas, do hereby certify that this final plat of Public Works Ordinance No. 1480 of Nueces County, Texas, is correct and true. Witness my hand and seal at Christi, Texas, this 9th day of May 1971.



PLAT  
 of  
 EHLERS GARDEN TRACTS ~

ORIGINAL PLAT U. 6, Pg. 33

(TR. #75)

ASTAL

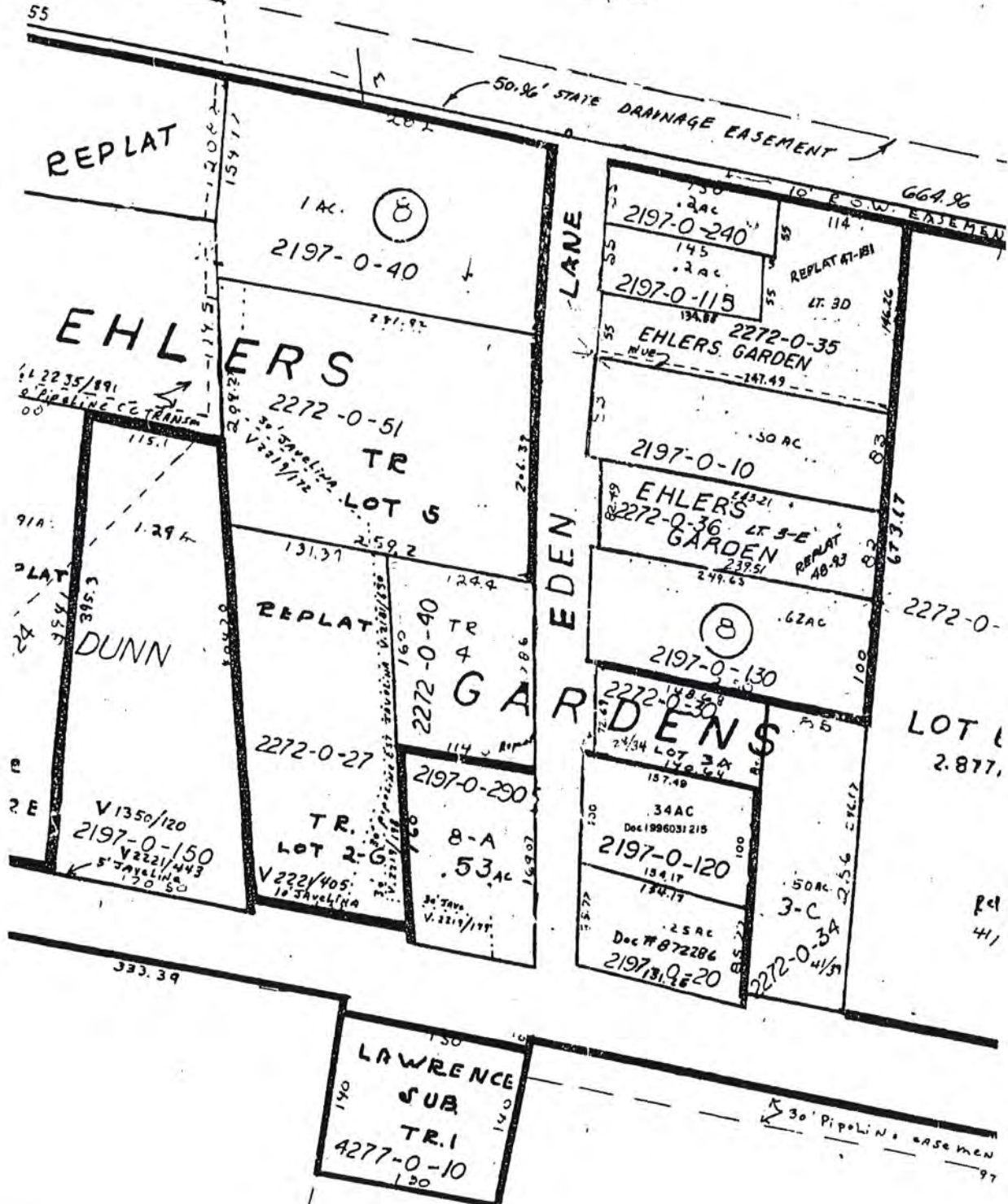
JAVELINE

LOT 1

25.98 AC

Vol. 54 pg. 51

1661-



U1108G-MAP APPRAISAL DISTRICT (TR.#75)

WARRANTY DEED

Effective Date: APRIL 8, 1998

Grantor: MARION F. HOWELL and wife, GRACE BRADSHAW HOWELL

**Grantor's Mailing Address**

(Including County): 474 University Drive  
Corpus Christi, Nueces County, Texas 78412

Grantee: **COASTAL JAVELINA, INC.**

**Grantee's Mailing Address**

(Including County): Coastal Tower  
Nine Greenway Plaza  
Houston, Harris County, Texas 77046-0995

Consideration: Ten and No/100 Dollars and other good and valuable consideration

**Property (Including Any Improvements):**

Lot Five (5), EHLERS GARDEN TRACTS, a Subdivision of the City of Corpus Christi, Nueces County, Texas, as shown by the map or plat thereof recorded in Volume 31, Page 69, Map Records of Nueces County, Texas, to which reference is here made for all pertinent purposes.

**Reservation from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

- 1) Any and all restrictions, covenants, conditions, rights-of-way, mineral reservations, mineral leases and easements, if any, relating to the Property, but only to the extent they are still in effect and shown of record;
- 2) All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they relate to the Property and are still in effect; and
- 3) Taxes for the year 1998 and all subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

  
MARION F. HOWELL

  
GRACE BRADSHAW HOWELL

THE STATE OF TEXAS           §  
COUNTY OF NUECES           §

This instrument was acknowledged before me on this 2th day of April, 1998, by **MARION F. HOWELL and wife, GRACE BRADSHAW HOWELL.**



Sheryl A. Mann  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**Mark B. Gilbreath**  
**NICOLAS, MORRIS, GILBREATH**  
**& SMITH, L.L.P.**  
5926 S. Staples, Suite A-2  
Corpus Christi, Texas 78413

0408981P:ET/HOWELL-M.WD/asm

**PREPARED IN THE LAW OFFICE OF:**

**Mark B. Gilbreath**  
**NICOLAS, MORRIS, GILBREATH**  
**& SMITH, L.L.P.**  
5926 S. Staples, Suite A-2  
Corpus Christi, Texas 78413

**WARRANTY DEED**

**FROM**

**MARION F. HOWELL and wife, GRACE BRADSHAW HOWELL**

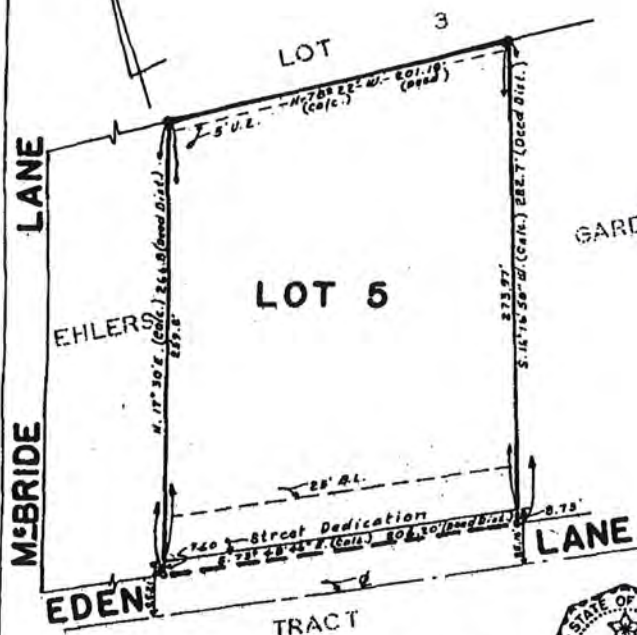
**TO**

**COASTAL JAVELINA, INC.**

Doc# 1998014782  
# Pages: 2  
Date : 04-09-1998  
Time : 01:56:36 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 11.00



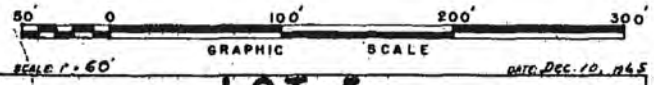
706866



THE STATE OF TEXAS )  
 COUNTY OF NUECES )  
 I, MRS. HENRY E. GOUGER  
 Clerk of the County Court in  
 and for said County, do hereby certify that the foregoing instrument  
 dated the 19 day of APRIL, 1966, at 10:00  
 with the certificate of authentication was filed for record in my office  
 the 19 day of APRIL, 1966, at 10:00  
 at 10:10 o'clock P.M. in Vol. 31, Page 69  
 County, in Vol. 31 on page 69.  
 Witness my hand and seal of the County Court of said County at  
 office in Corpus Christi, Texas, the day and year last above written.



MRS. HENRY E. GOUGER  
 COUNTY CLERK, NUECES COUNTY  
*Bessie S. ...*



PLAT OF  
**LOT 5, EHLERS GARDEN TRACTS**  
 Being a tract of land out of Lot 3, Ehlers  
 Garden Tracts as shown by map of record  
 in Volume 6, page 33, of the Map Records of  
 Nueces County, Texas.

THE STATE OF TEXAS )  
 COUNTY OF NUECES )  
 I, Jack M. Graham  
 Attorney at Law for Phillip Bradshaw  
 do hereby certify that the foregoing instrument was filed for record in my office  
 the 18 day of December, 1965, at 10:00  
 at 10:00 o'clock P.M. in Vol. 31, Page 69  
 County, in Vol. 31 on page 69.  
 Witness my hand and seal of the County Court of said County at  
 office in Corpus Christi, Texas, the day and year last above written.

Jack M. Graham  
 Attorney at Law for Phillip Bradshaw

THE STATE OF TEXAS )  
 COUNTY OF NUECES )  
 I, Jack M. Graham  
 Attorney at Law for Phillip Bradshaw

THE STATE OF TEXAS )  
 COUNTY OF NUECES )  
 I, Lynn D. King  
 Public Surveyor, do hereby certify that the foregoing instrument was filed for record in my office  
 the 17 day of January, 1966, at 10:00  
 at 10:00 o'clock P.M. in Vol. 31, Page 69  
 County, in Vol. 31 on page 69.  
 Witness my hand and seal of the County Court of said County at  
 office in Corpus Christi, Texas, the day and year last above written.

Lynn D. King  
 PUBLIC SURVEYOR

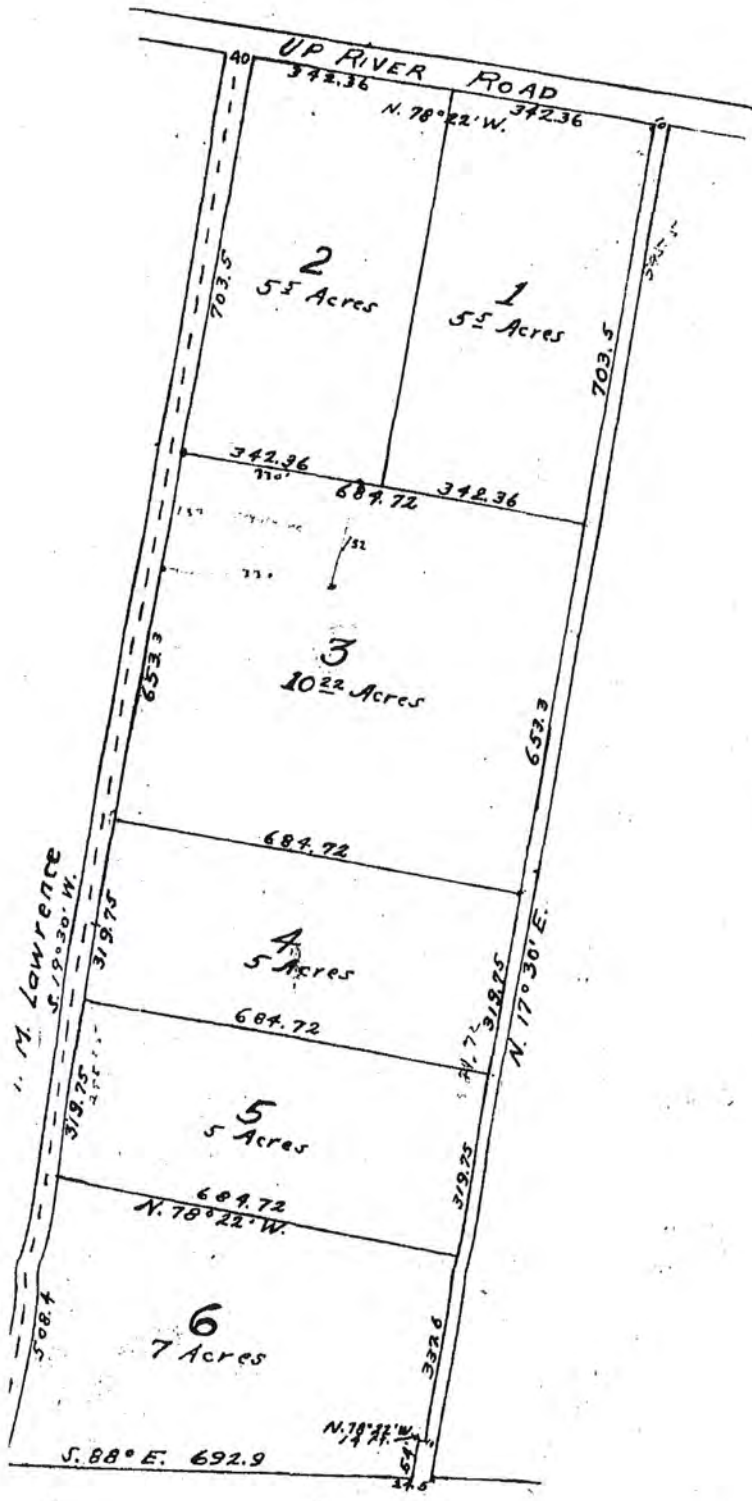
THE STATE OF TEXAS )  
 COUNTY OF NUECES )  
 I, Lynn D. King  
 Public Surveyor, do hereby certify that the foregoing instrument was filed for record in my office  
 the 11 day of March, 1966, at 10:00  
 at 10:00 o'clock P.M. in Vol. 31, Page 69  
 County, in Vol. 31 on page 69.  
 Witness my hand and seal of the County Court of said County at  
 office in Corpus Christi, Texas, the day and year last above written.

Lynn D. King  
 PUBLIC SURVEYOR

NO. 706866  
 FILED FOR RECORD  
 AT 10:00 O'CLOCK P.M.  
 ON THE 19 DAY OF APRIL 1966  
 BY MRS. HENRY E. GOUGER  
 Clerk, County Court, Nueces County, Tex.  
Bessie S. ... Deputy

RECORDED IN VOL. 31 PAGE 69  
 MAP RECORDS OF NUECES COUNTY  
 AT 10:00 O'CLOCK P.M.  
 ON THE 19 DAY OF APRIL 1966  
 CLERK, COUNTY COURT, NUECES COUNTY, TEXAS  
 BY Bessie S. ... Deputy

RePlat - Lot 5 - Ehlers Garden Tracts  
 V. 31, P. 69  
 (COJAFR.#3)



PLAT  
of  
EHLERS GARDEN TRACTS ~

ASTAL

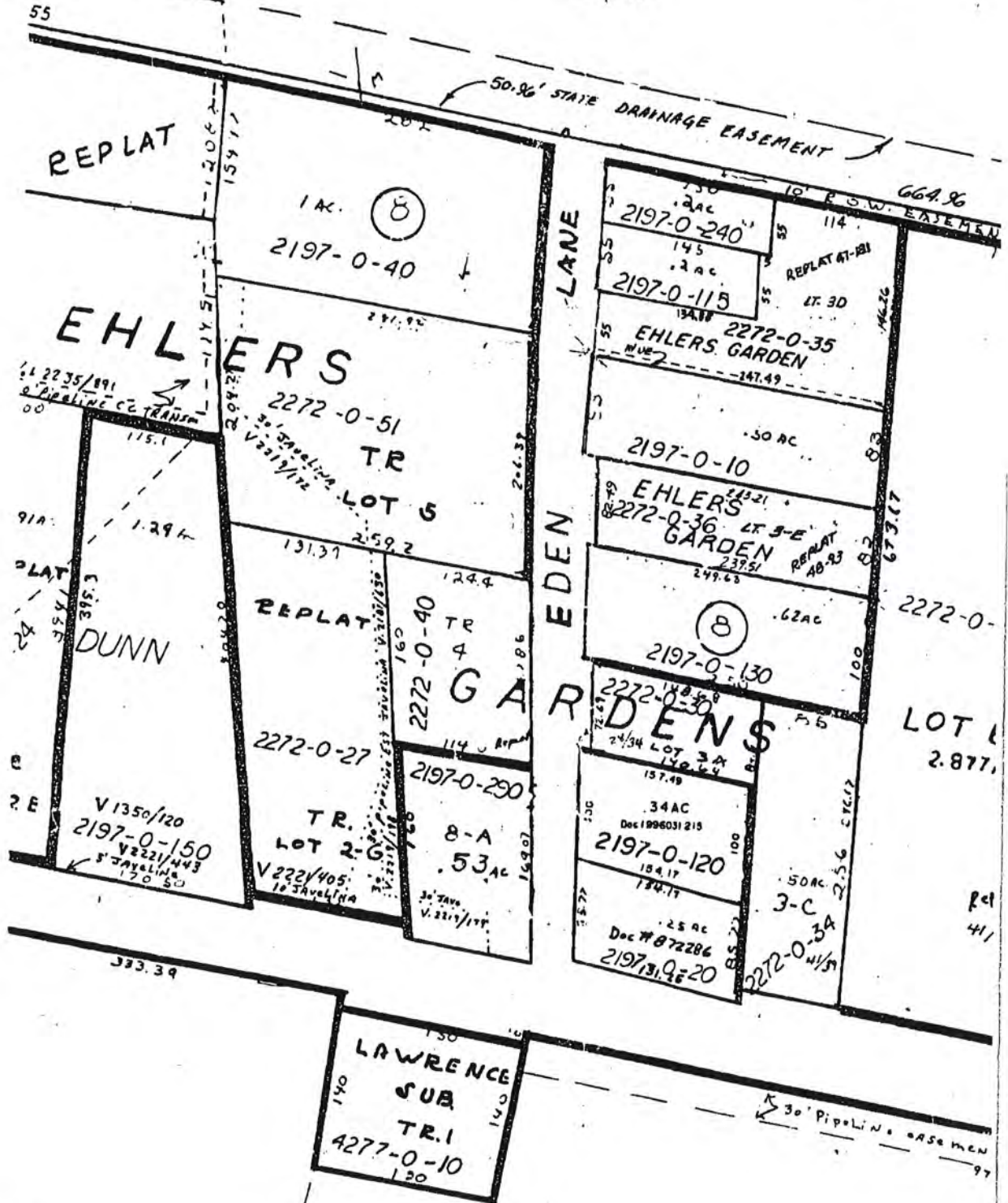
JAVELINE

LOT 1

25.98 AC

Vol. 5A pg. 51

1661-



u/108G MAP APPRAISAL DISTRICT (COTA TR. #)

**WARRANTY DEED**

Date: November 20, 1989

Grantor: Della Tijerina Mason

5037307

Grantor's Mailing Address (including county): 1202 Eden Lane  
Corpus Christi, Nueces County, Texas 78407

Grantee: Javelina Company, a Texas General Partnership

Grantee's Mailing Address (including county): c/o Coastal Javelina, Inc.  
Right of Way Department  
Coastal Tower, Nine Greenway Plaza  
Houston, Harris County, Texas 77046-0995Consideration: Ten and No/100 Dollars (\$10.00) and other good and  
valuable consideration, the receipt and sufficiency  
of which is hereby acknowledged.

## Property (including any improvements):

A portion of Tracts One (1) and Three (3), EHLERS GARDEN  
TRACTS, as shown by Map or Plat recorded in Volume 6, Page  
33, Map Records of Nueces County, Texas, described by metes  
and bounds in Exhibit "A", attached to this deed and incor-  
porated by this reference as fully as though copied at  
length herein; together with all improvements and all rights  
and appurtenances attached thereto in anywise belonging.

## Reservations from and Exceptions to Conveyance and Warranty:

1. Gas line easement granted and reserved in warranty deed dated March 10, 1941 from Claude Eden and wife, Laura Eden to A. H. Masiran, recorded in Volume 269, Page 71, Deed Records, Nueces County, Texas.
2. Oil and Gas Leases of recorded, but only to the extent they are valid and in effect.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Signed at Corpus Christi, Texas this 20<sup>th</sup> day of November, 1989.

Della Tijerina Mason  
Della Tijerina Mason

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF NUECES

This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 1989, by DELLA TIJERINA MASON



Nancy Blumberg  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:  
SAN JACINTO TITLE COMPANY  
600 Leopard, Suite 1010  
Corpus Christi, Texas 78401  
ATTN: Nancy Blumberg

PREPARED IN THE LAW OFFICE OF:  
NICOLAS, MORRIS & BARROW  
P.O. Box 2310  
Corpus Christi, Texas 78403

A portion of Tracts One (1) and Three (3), EHLERS GARDEN TRACTS, as shown by the map or plat recorded in Volume 6, Page 33, Map Records of Nueces County, Texas, being a portion of the 21.78 acre tract conveyed to Claude Eden and wife, Laura Eden by Deed dated March 1, 1921, recorded in Volume 135, Page 152, of the Deed Records of Nueces County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

Commencing at the Northeast corner of Tract One (1) of Ehlers Garden Lots in the South Line of Up River Road;

Thence, South 17 degrees 30' West along the East line of said Tract One (1), a distance of 595.5 feet to a point in said line, which point is the Southeast corner of a tract of land conveyed by Claude Eden and wife, Laura Eden to R. G. Hillman by Deed dated October 14, 1935, recorded in Volume 217, Page 481, Deed Records of Nueces County, Texas, for the Northeast and beginning corner of this tract;

Thence continuing South 17 degrees 30' West along said East line of Tracts One (1) and Three (3) of Ehlers Garden Tracts, a distance of 282 feet to a point in said line for the Southeast corner of this tract;

Thence, North 78 degrees 22' West, parallel with the North line of Tract Three (3) of Ehlers Garden Tracts, 154.47 feet to a point for the Southwest corner of this tract;

Thence, North 17 degrees 30' East, parallel with the East line of Tracts Three (3) and One (1) of Ehlers Garden Tracts, 282.58 feet a point in the South line of the B. F. Wallace Two acre tract for the Northwest corner of this tract;

Thence, South 86 degrees 12' East, 34.05 feet to a point being the Southeast corner of a fraction of an acre conveyed by Claude Eden to B. F. Wallace by Deed recorded in Volume 216, Page 200, Deed Records of Nueces County, Texas;

Thence South 75 degrees 53' East, 120.82 feet to a point in the East line of Tract One (1) of Ehlers Garden Tracts, and Place of Beginning, and containing 1.004 acres of land, more or less.

Exhibit "A"  
TO  
Warranty Deed from Della Tijerina Mason  
To Javelina Company

282.721

DEED RECORDS  
VOL 2182 PAGE 764

COMPARED

690029 ✓

FILED FOR RECORD

Nov 20 4 13 PM '89

*Marion Hebling*

COUNTY CLERK NUECES COUNTY TX

*902*  
*San Antonio*  
*(118)*

K.P.C.  
K.P.C.

STATE OF TEXAS }  
COUNTY OF NUECES }

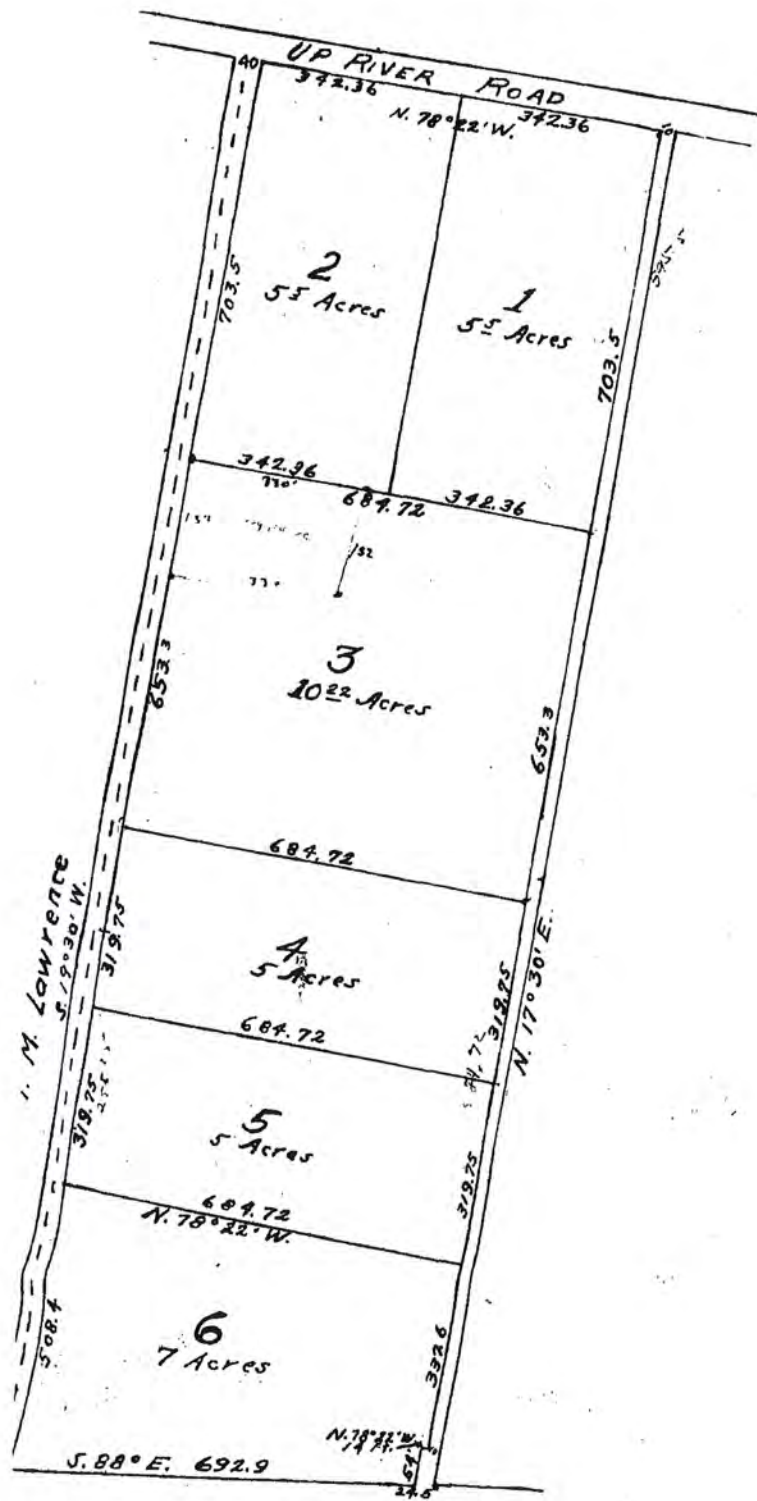
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Nueces County, Texas, as stamped hereon by me, on

NOV 20 1989



*Marion Hebling*

COUNTY CLERK  
NUECES COUNTY, TEXAS

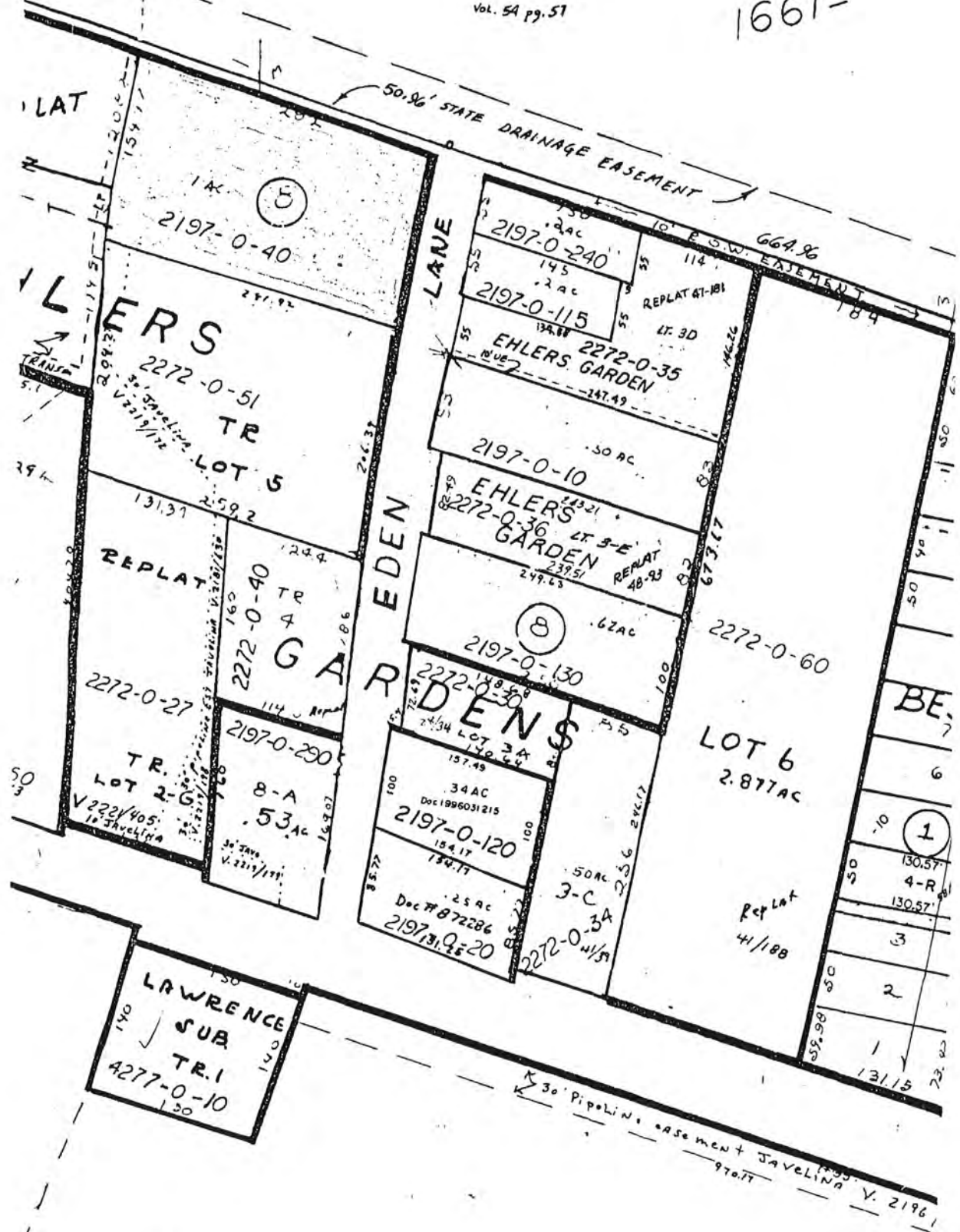


PLAT  
of  
EHLERS GARDEN TRACTS ~



LOT 1  
25.98 AC  
Vol. 54 pg. 57

1661-



LAWRENCE  
SUB  
TR. 1  
4277-0-10

DUNN  
u11086 - MAP APPRAISAL DISTRICT (TR.#14)

6  
DOC# 847747

SPECIAL WARRANTY DEED

DATE: March 25, 1993

GRANTORS: Helen Heaney Wood, joined pro forma by her husband,  
Robert C. Wood :

GRANTORS' MAILING ADDRESS

(INCLUDING COUNTY): 5122 Cape Ann  
Corpus Christi, Nueces County, TX 78412

GRANTEE: Javelina Company, a Texas General Partnership

GRANTEE'S MAILING ADDRESS

(INCLUDING COUNTY): Nine Greenway Plaza  
Houston, Harris County, TX 77046-0995

CONSIDERATION: The sum of Ten and No/100 Dollars (\$10.00) and  
other good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

TRACT 1

A 1.289 acre tract of land out of the 5.8 acre Kaler Tract at the SE corner of the intersection of Up River Road and McBride Lane, Corpus Christi, Nueces County, Texas, said tract being out of the NW corner of the Ehlers 21.78 acre tract, which is a portion of the Mathew or John B. Dunn Tracts, out of the original grant to Enrique Villarreal, and being described by metes and bounds in deed from R. W. Andrus, Jr. and wife, Alice Ann Andrus, to H. Gordon Heaney, of record in the Deed Records of Nueces County, Texas, under Clerk's File No. 799919, and being commonly known as 1220 McBride, Corpus Christi, Texas, Nueces County, Texas.

BEGINNING at a 1 1/2" iron pipe in the E boundary of McBride Lane, said pipe bears S 17 degrees 30' W 500 ft. from the intersection of the E right of way line of McBride Lane and the S right of way line of Up River Road;

THENCE, S. 78 degrees 22' E 395.30 ft. to a 1/2" iron pipe for corner;

THENCE, S 17 degrees 30' W 115.10 ft. to a 3/4" iron rod for corner;

THENCE, N 86 degrees 12' W 404.70 ft. to a 3/4" iron rod in the E boundary of McBride Lane;

THENCE, N 17 degrees 30' E 170.50 ft. with the E boundary of McBride Lane TO THE PLACE OF BEGINNING, containing 1.289 acres of land, more or less.

**TRACT 2**

LOT 2-E, EHLER GARDEN TRACT, an addition to the City of Corpus Christi, Texas, according to map or plat recorded in Volume 25, Page 61, Map Records of Nueces County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. There is reserved to the Grantors for the period of time hereafter stated, the right to remove from the property (subject to the rights of tenants) furniture, fixtures (including hot water heaters and electric fixtures), plants, and shrubs. This option for removal shall terminate two hundred ten (210) days from date of this deed. Failure of Grantors to exercise this option, or to thereafter remove such property within the specified time shall render this option null and void and the ownership of said property shall revert to the Grantee, who without notice, may sell, remove and/or demolish same as Grantee deems necessary. Grantors shall save and hold Grantee, its successors and assigns, harmless and indemnify Grantee against all claims, losses and damages to persons or property, including costs and attorney's fees, incident to or in any manner resulting from Grantors' performance of their rights, duties and obligations under this provision, and caused by the willful acts, or sole and/or concurrent negligence of Grantors, or Grantors' agents, employees, or licensees. Grantors further covenant and agree that they will comply with all municipal ordinances of the City of Corpus Christi, and shall secure any required moving permits.
2. There is hereby reserved unto Grantor, Helen Heaney Wood, her heirs and assigns, all of the oil, gas, and other minerals that are in and under the property and that may be produced from it. However, Grantor expressly waives all rights to use the surface of the property for mining, drilling, exploring, operating, and developing the property for oil, gas and other minerals. This provision does not prevent Grantor from using directional or horizontal drilling methods to drill and develop the oil, gas and minerals under the surface of the property. If the interest reserved herein is subject to an existing lease for oil and gas or oil, gas and other minerals, Grantor is entitled to receive the royalties and other

benefits that are associated with the interest and payable under the lease.

3. All easements, exceptions, or reservations affecting these lands and of public record in Nueces County, Texas, to the extent they are valid and in effect.
4. Rights of the public to use and enjoy a portion of subject property lying within a public road.
5. Pipeline Easement dated July 27, 1990 from Helen Heaney Wood to Javelina Company, a Texas general partnership, File No. 728539, Volume 2221, Page 435, Deed Records, Nueces County, Texas.
6. All zoning, platting and use ordinances and requirements of the City of Corpus Christi, Texas, and the 1993 ad valorem taxes, which are hereby assumed by the Grantee.
7. "Grantor is conveying, and Grantee is accepting, the property in its "AS IS", "WHERE IS", physical condition, "WITH ALL FAULTS". Absolutely no warranties, express or implied, are given by Grantor relating to the physical condition of the soil, the improvements, or any other physical component of the property, and to the extent any such warranties are nevertheless deemed given, Grantee hereby waives same except where such waiver is expressly prohibited by law. Nothing in this paragraph shall effect or limit the warranties of title set forth in this deed."

**WARRANTY:**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANT, SELL, and CONVEY to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor hereby binds herself, her heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument was executed at Corpus Christi, Texas, as of the date above written.

Helen Heaney Wood  
Helen Heaney Wood

Robert C. Wood  
Robert C. Wood

STATE OF TEXAS §  
COUNTY OF NUECES §

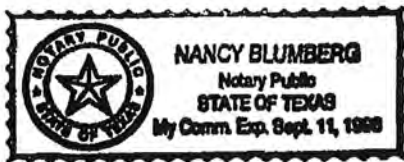
This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1993, by HELEN HEANEY WOOD.



Nancy Blumberg  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF NUECES §

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 1993, by ROBERT C. WOOD.



Nancy Blumberg  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

NICOLAS, MORRIS & BARROW  
505 S. Water Street, Suite 545  
Corpus Christi, Texas 78401

GE# 93-03-049NB  
AMOUNT: 412.00  
PAGES: 4  
SAN JACINTO TITLE COMPANY  
Down town

GF# 93-03-049NB  
AMOUNT: \$ 11.00 / 3.00  
PAGES: 5  
SAN JACINTO TITLE COMPANY

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89.

FILED FOR RECORD  
DOC# 847747 \$14  
03-25-1993 04:23:47  
ERNEST M. BRIONES  
NUECES COUNTY

COMPAREU

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the Date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on

MAR 25 1993

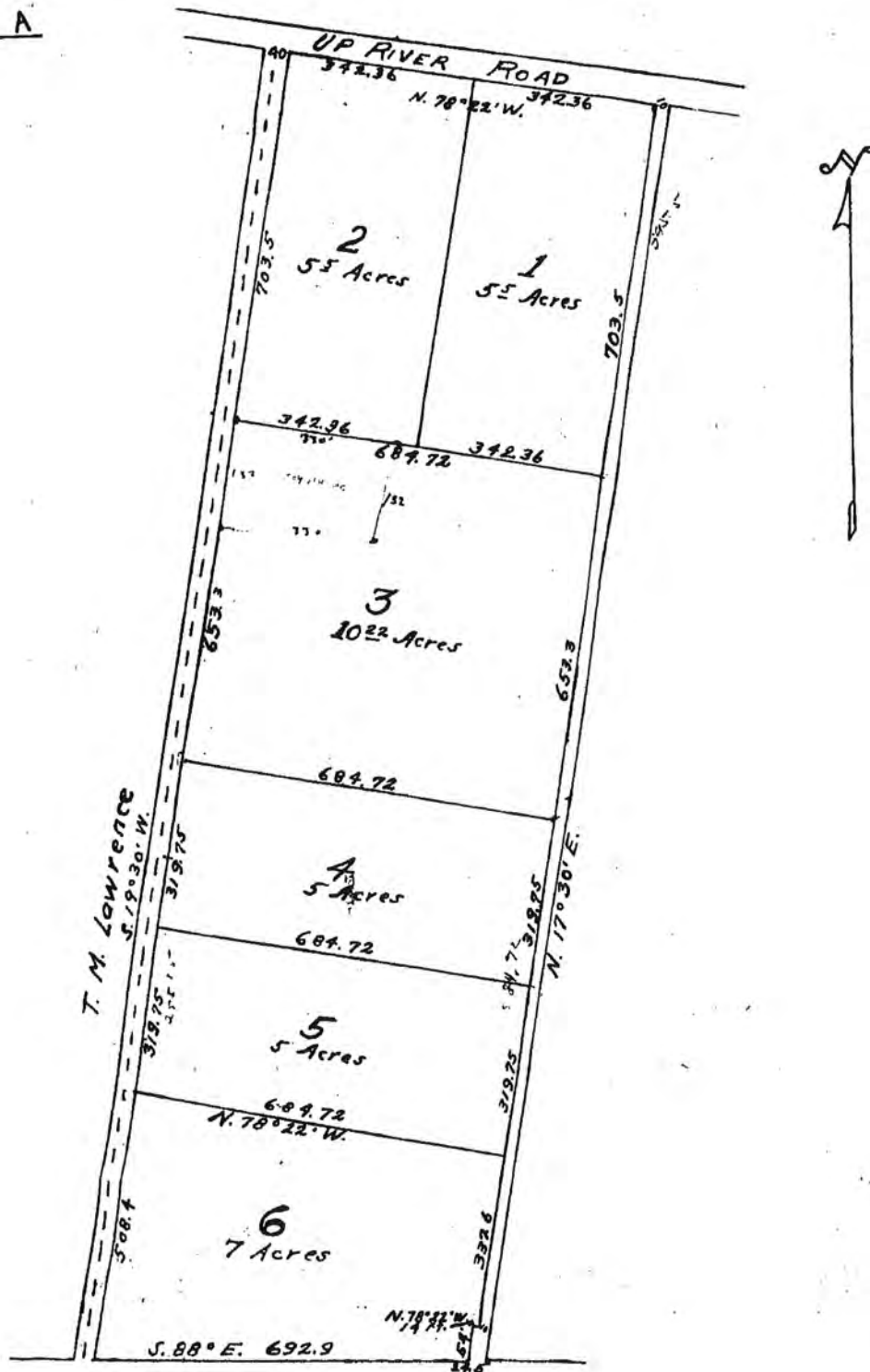


*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

REC'D  
COUNTY CLERK  
NUECES COUNTY, TEXAS



EXHIBIT A



PLAT  
of

Map U/1086 - Appraisal District 1 (7#42)



UPRIVER

LAWRENCE SUB

7



# LOT 2E, EHLER GARDEN TR.

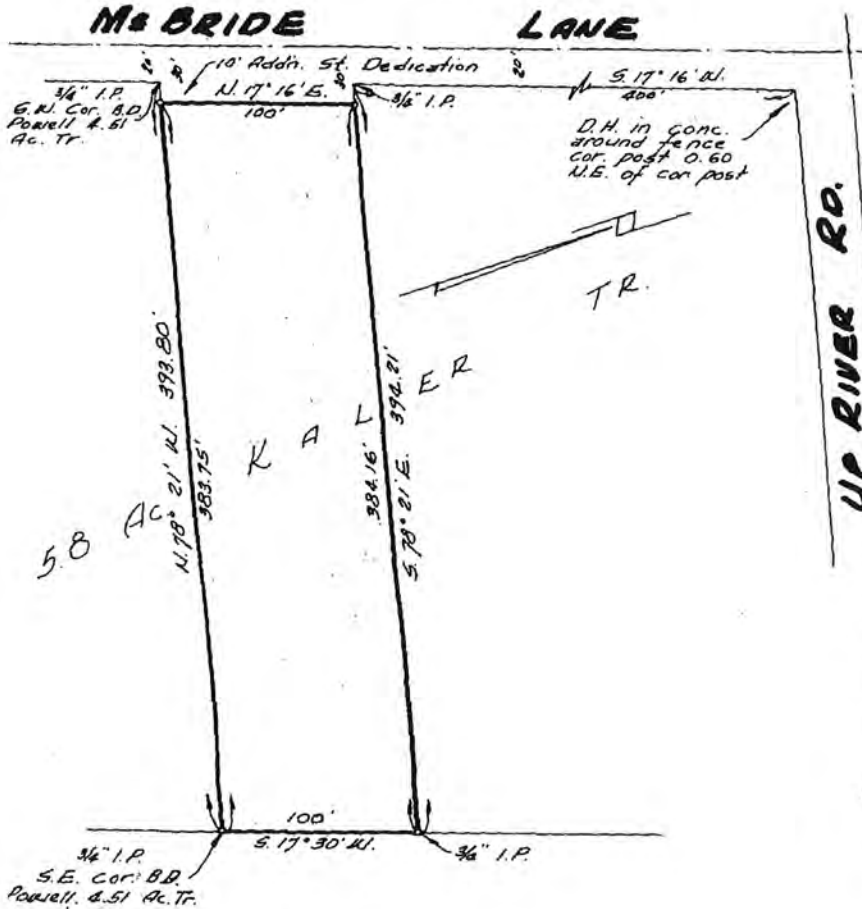
Being a 0.88 Ac. Tract out of the Kaler 5.8 Acre tract which is a portion of the Ehlers 2178 Ac. Tract, Nueces County, Texas

C. N. Mc ALISTER, JR. - OWNER

Date: June 18, 1962

25161

Scale: 1" = 60'



THE STATE OF TEXAS  
COUNTY OF NUECES

That Horacio Oliveira Notary Public of  
a true and correct platting and plat of a parcel of land in the city  
of EL PASO, NUECES COUNTY, TEXAS, prepared from the block-plot of a  
tract in a deed and recorded in PLATE 483 PAGE 2  
of the deed records of the county clerk's office of Nueces County,  
the execution of such public dedications are required to said plat  
on the face of this plat by the date  
THIS 18th DAY OF June 1962  
Horacio Oliveira

THE STATE OF TEXAS  
COUNTY OF NUECES

With plat of Lot 2E, EHLER GARDEN TRACT  
APPROVED JUNE 19, 1962 BY THE CITY ENGINEER AND PLANNING  
COMMISSION OF THE CITY OF EL PASO, TEXAS.  
THIS 3rd DAY OF July 1962  
Howard J. Gou

THE STATE OF TEXAS  
COUNTY OF NUECES

I, HENRY E. GOU, CLERK OF THE COUNTY COURT DO AND FOR NUECES COUNTY  
TEXAS, DO HEREBY CERTIFY THAT THE FORGEOING plat of Lot 2E  
EHLER GARDEN TRACT WAS FILED FOR RECORD IN MY OFFICE THE 6th DAY OF SEP  
1962 AT 12:37 O'CLOCK IN THE PM HOUR OF SAID COUNTY IN PLATE 2  
PAGE 62 RECORDED SEPT. 24, 1962  
3:70 O'CLOCK P.M.  
AT THE COURT HOUSE AND SEAL OF THE COUNTY COURT OF SAID COUNTY AT OFFICE OF  
COUNTY CLERK, TEXAS, THIS DAY AND THIS LAST WITNESS ABOVE.

Mrs. Henry E. Gou  
COUNTY CLERK OF THE COUNTY COURT, TEXAS  
Bertie W. Gou  
No. 608551 NUECES Co. Tex. Co. CRT.  
FILED FOR RECORD AT 12:37 P.M. SEP. 19, 1962  
HENRY E. GOU, CLERK COUNTY COURT NUECES COUNTY, TEXAS.  
Jules J. Gou

THE STATE OF TEXAS  
COUNTY OF NUECES

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED  
C. N. MC ALISTER, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUB-  
SCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE  
EXECUTED THE SAME FOR THE PURPOSES THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6th DAY OF SEPTEMBER  
1962.



David Z. Hettler  
NOTARY PUBLIC IN AND FOR NUECES COUNTY, TEXAS  
DAVID Z. HETTLER  
Notary Public in and for Nueces County, Texas

RSMAW

STATE OF TEXAS  
COUNTY OF NUECES

THAT I, C. N. MC ALISTER, JR., AM THE OWNER OF ALL THE LAND SHOWN WITHIN THE BOUNDARIES IDENTIFIED AND SET FORTH ON THIS PLAT. I DO HEREBY ADOPT THE SAME AS THE PLAT OF PROPERTY FOR ALL PURPOSES AND DO SPECIFICALLY DEDICATE TO THE PUBLIC FOREVER ALL STRIP RIGHT-OF-WAY, AND EASEMENTS AS LOCATED AND IDENTIFIED ON THIS PLAT.

THIS INSTRUMENT IS MADE FOR THE SPECIFIC PURPOSE OF DESCRIBING MY PROPERTY AND IDENTIFYING ALL PUBLIC DEDICATIONS RELATING TO OR ENCOMPASSED WITHIN THE BOUNDARIES OF MY PROPERTY ON THIS THE 6th DAY OF SEPTEMBER, 1962.

C. N. Mc Alister, Jr.  
C. N. MC ALISTER, JR.

Re- Plat V. 25 Pg. 61 Replat Ehler Garden TRACT (Lot 2E) (TR. # 43)

PLAT of

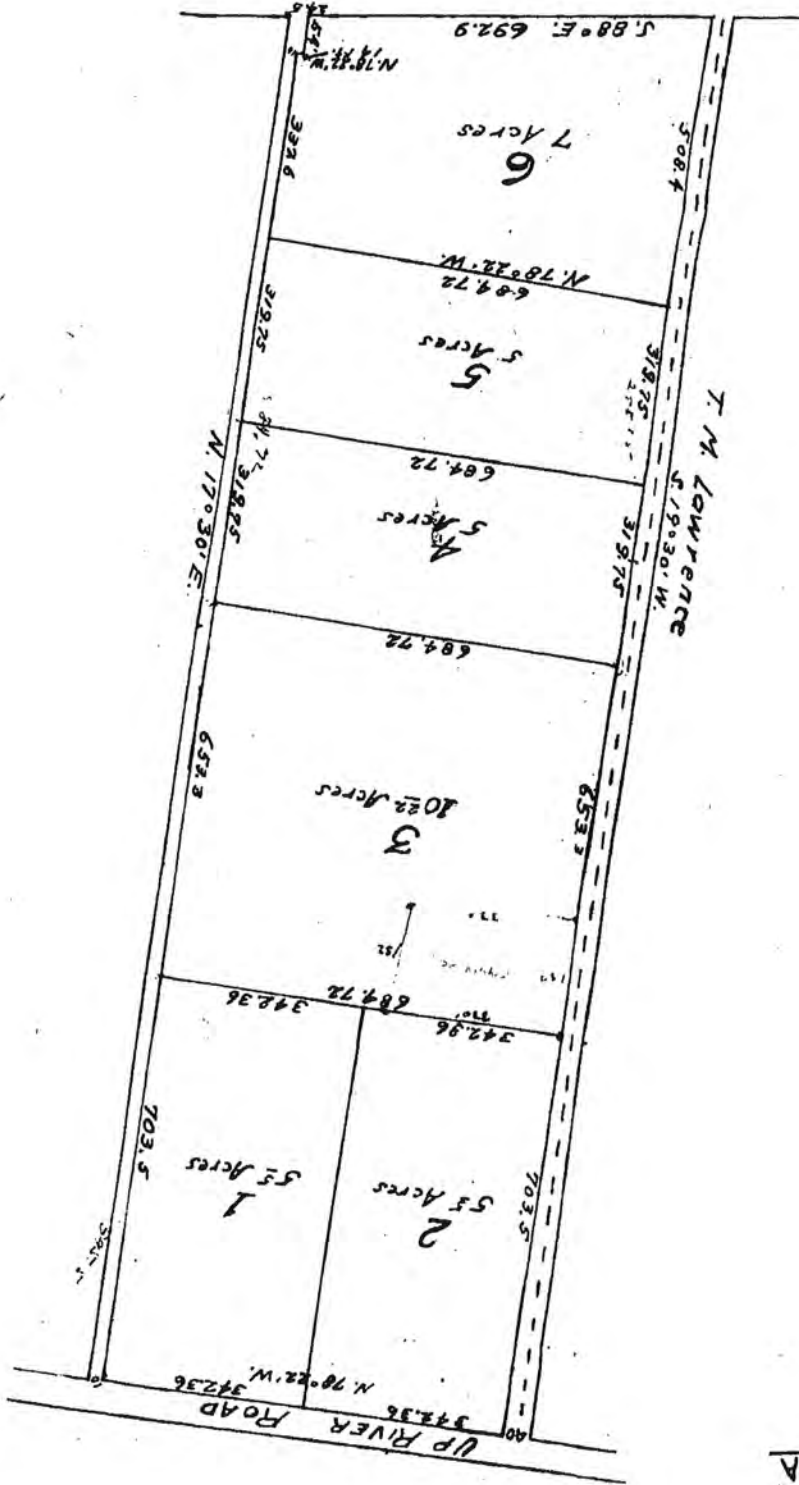


EXHIBIT A

W11086 - MAP APPRAISAL DISTRICT #17 (TR #43)



LAWRENCE SUB

UPPIVER

EDEN LANE

LOT 2-B

LOT 2-G

LOT 2-E

LOT 2-C

LOT 2-D

5

8

7