

AVIGATION AND HAZARD EASEMENT

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

See Attached Exhibit "A" (Legal Description)

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of 6th, 2012.

James D. Walker
James Daniel Walker

ACKNOWLEDGEMENT

STATE OF ALABAMA §

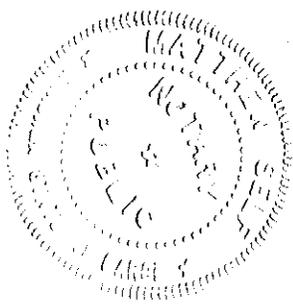
COUNTY OF MADISON §

BE IT REMEMBERED, that on this 7th day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came James Daniel Walker, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

[Signature]
Notary Public

My commission expires 10/05/2014



GRANTEE:

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

Ronald L. Olson, City Manager

ATTEST:

ARMANDO CHAPA, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

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

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 13 DAY OF June, 2012.

FOR THE CITY ATTORNEY

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

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

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

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

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

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

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

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

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

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

State of Texas
County of Nueces

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

This the 9th day of May 2012.


Horacio Oliveira
State of Texas License No. 1415



Exhibit "A"

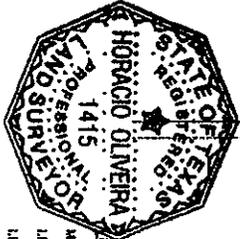


SCALE: 1"=200'

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

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

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



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

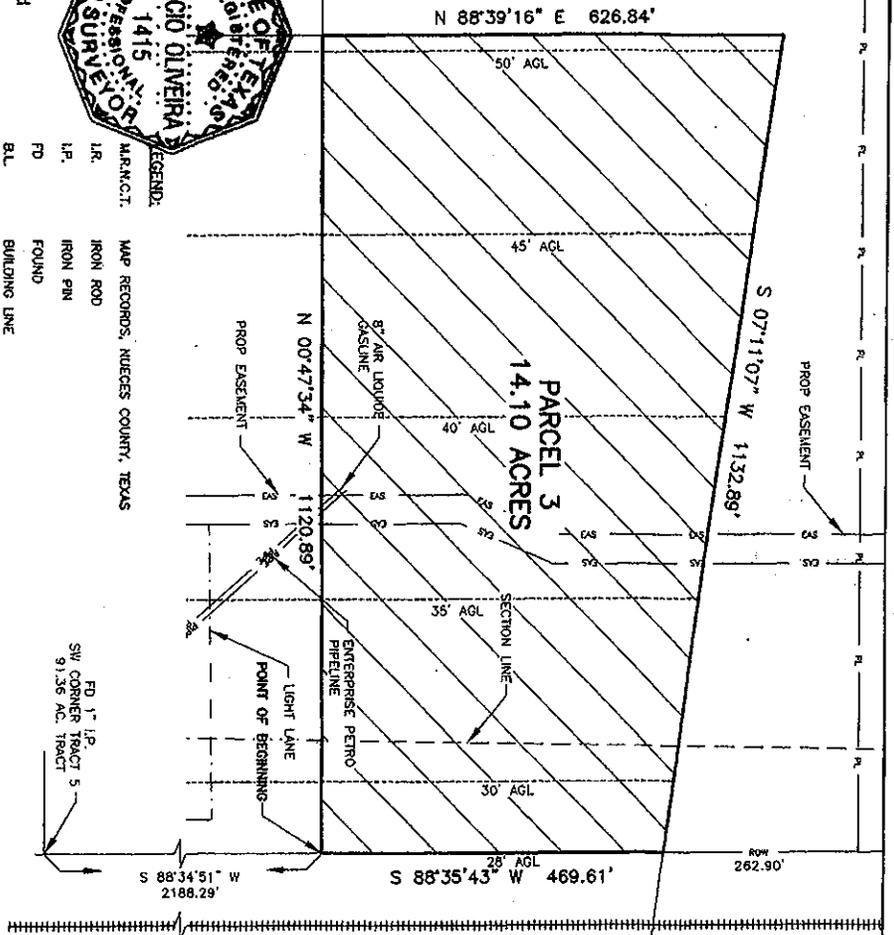
This the 9th day of May 2012.

Horacio Oliveira

Horacio Oliveira
State of Texas License No. 1415

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

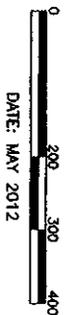
- NOTES:
- THIS MAP TO ACCOMPANY FIELD NOTE
 - SOURCE OF BEARING=TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-WAD 83
 - BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES "A", "B" & "C" ON FLOOD INSURANCE RATE MAP, COMPLIANT PANEL NUMBER 485464 0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
 - PARCEL 3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



STATE HIGHWAY 44
(AGNES ST)

Exhibit "B"

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



DATE: MAY 2012



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

AVIGATION AND HAZARD EASEMENT

WHEREAS, **Mazie P. Walker, the widow of Charles Arthur Walker**, hereinafter called the "Grantor," is the owner in fee of that certain parcel of land situated in the City of Corpus Christi, County of Nueces, State of Texas, more particularly described as follows:

See attached Exhibit "A" (Legal Description)

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

In addition, Grantor is the owner of an undivided interest in and to all of the oil, gas, and other minerals in, under or that may be produced from said Grantors' property;

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

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

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, includes, but is not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantors' property such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantors' property or in landing at or taking off from, or operating at or on said CRP is hereby granted; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Grantee, its successor and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said CRP.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all

types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals this day of June 10, 2012.

GRANTOR

MAZIE P. WALKER



By: W. David Walker as Attorney-in-Fact for Mazie P. Walker

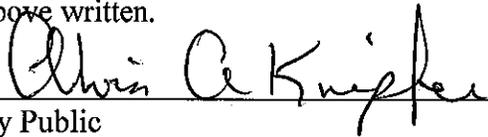
ACKNOWLEDGEMENT

STATE OF FLORIDA §

COUNTY OF BREVARD §

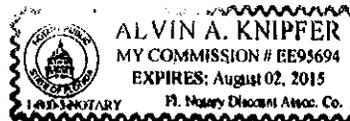
BE IT REMEMBERED, that on this 10th day of June, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came W. David Walker as Attorney-in-Fact for Mazie P. Walker, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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



Notary Public

My commission expires August 2, 2015



GRANTEE

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

By: _____
Daniel Biles, P.E., Interim Director
Department of the Engineering Services

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____,
2012 by Daniel Biles, P.E., as Interim Director of Engineering Services of the City of Corpus
Christi, Texas, a Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS 13 DAY OF June,
2012.

FOR THE CITY ATTORNEY

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

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

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

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

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

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

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

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

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

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

State of Texas
County of Nueces

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

This the 9th day of May 2012.


Horacio Oliveira
State of Texas License No. 1415



Exhibit "A"

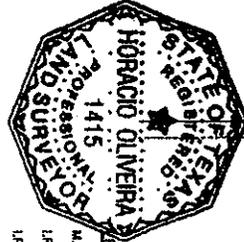


SCALE: 1"=200'

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

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

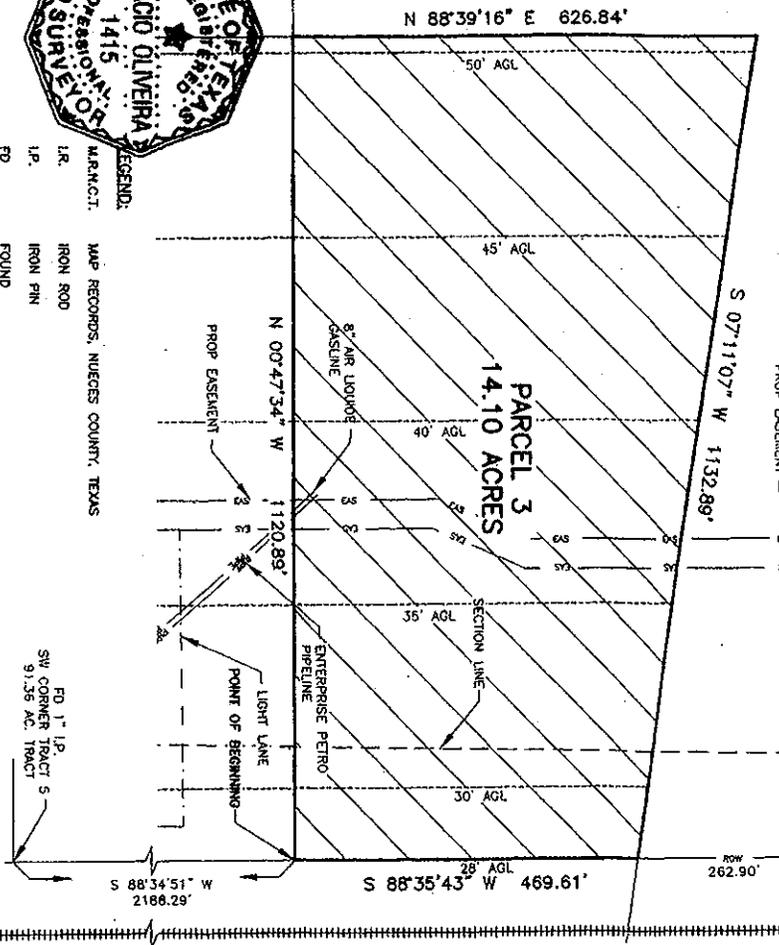
TRACT 3
91.36 AC.
VOLUME 1, PAGES 48 & 49
MISCELLANEOUS MAP RECORDS
NUECES COUNTY, TEXAS
CLERKS FILE NO. 320003
VOLUME 501, PAGE 228
D.R.N.C.T.



LEGEND:
M.A.M.C.T. MAP RECORDS, NUECES COUNTY, TEXAS
I.R. IRON ROD
I.P. IRON PIN
FD FOUND
B.L. BUILDING LINE
A.G.L. ABOVE GROUND LEVEL
P.L. PROPERTY LINE
R.O.W. RIGHT OF WAY
S.E.C. SECTION LINE
P.R. RAIL ROAD TRACKS
P.U. UNDERGROUND PIPELINE
E.S. EASEMENT LINE
L.L. LIGHT LANE

This the 9th day of May 2012.
Horacio Oliveira
Horacio Oliveira
State of Texas License No. 1415

NOTES:
• THIS MAP TO ACCOMPANY FIELD NOTE
• SOURCE OF BEARING—TEXAS STATE PLANE
TEXAS SOUTH ZONE—NAD 83
• BY GRAPHIC PLOTTING ONLY, THIS PROPERTY
IS IN ZONES "A1, B & C" ON FLOOD
INSURANCE RATE MAP, COMMUNITY PANEL
NUMBER 495454-0165C, FEMA MAP EFFECTIVE
DATE OF JULY 18, 1985.
• PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

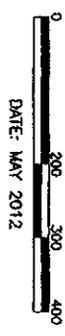


STATE HIGHWAY 44
(AGNES ST)

Exhibit "B"

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

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



DATE: MAY 2012

LNV
engineers | architects | contractors
1100 West Loop West, Suite 1000
Houston, Texas 77027
Tel: 713.865.1100
Fax: 713.865.1101
www.lnv.com

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

AVIGATION AND HAZARD EASEMENT

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

See Attached Exhibit "A" (Legal Description)

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
(signature)

Print Name: _____ Print Title: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA §

COUNTY OF LOS ANGELES §

BE IT REMEMBERED, that on this _____ day of _____, 2012, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, as Deputy Public Conservator on behalf of George David Wilson, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My commission expires _____

GRANTEE:

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

Ronald L. Olson, City Manager

ATTEST:

ARMANDO CHAPA, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

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

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS _____ DAY OF _____,
2012.

FOR THE CITY ATTORNEY

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

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

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

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

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

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

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

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

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

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

State of Texas
County of Nueces

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

This the 9th day of May 2012.


Horacio Oliveira
State of Texas License No. 1415



Exhibit "A"



SCALE: 1"=200'

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

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

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

State of Texas
County of Nueces

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

This the 9th day of May 2012.

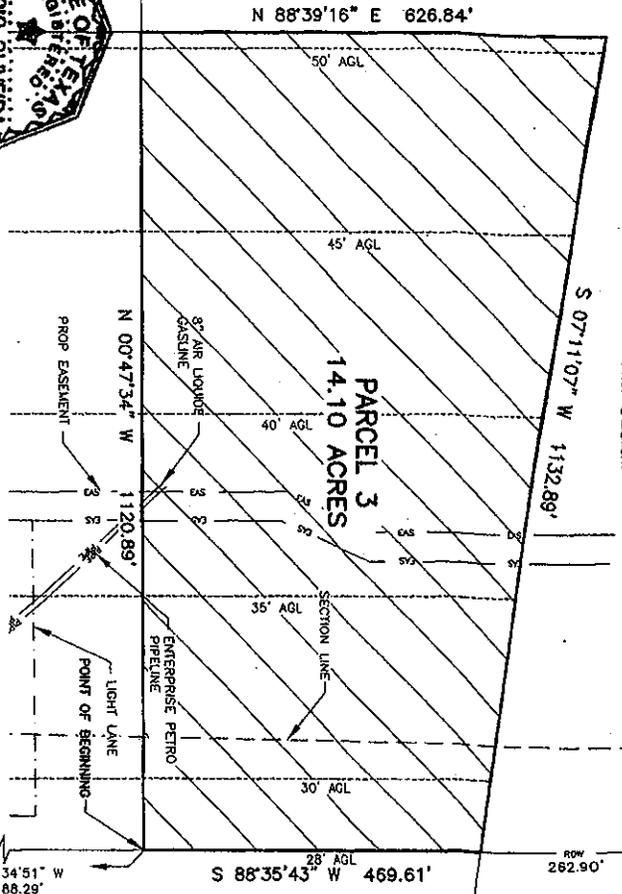
Horacio Oliveira

Horacio Oliveira
State of Texas License No. 1415



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

- NOTES:
- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
 - SOURCE OF BEARING-TEXAS STATE PLANE TEXAS SOUTH ZONE-4205--NAD 83
 - BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES 7N, 8E & 6E ON GRID INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 455464-0165C, FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
 - PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

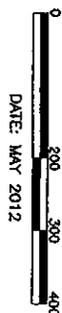


STATE HIGHWAY 44
(AGNES ST)

Exhibit "B"

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

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



DATE: MAY 2012

LNW
engineers | architects | contractors

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

AVIGATION AND HAZARD EASEMENT

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

See Attached Exhibit "A" (Legal Description)

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

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

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

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

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

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

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

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

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

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

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

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

Starla Leigh Burnham, Individually and as Personal Representative of the Estate of Jeanette S. Burnham, deceased

ACKNOWLEDGEMENT

STATE OF ALABAMA §

COUNTY OF CALHOUN §

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

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

Notary Public

My commission expires _____

GRANTEE:

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

Ronald L. Olson, City Manager

ATTEST:
ARMANDO CHAPA, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

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

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS _____ DAY OF _____,
2012.

FOR THE CITY ATTORNEY

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

LNV, Inc.

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

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

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

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

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

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

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

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

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

State of Texas
County of Nueces

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

This the 9th day of May 2012.


Horacio Oliveira
State of Texas License No. 1415



Exhibit "A"

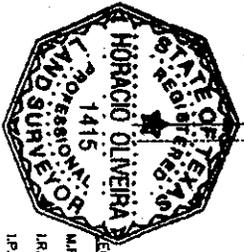


SCALE: 1"=200'

TRACT 2
91.36 AC.
VOLUME 1, PAGES 48 & 49
MISCELLANEOUS MAP RECORDS
NUECES COUNTY, TEXAS
CLERK'S FILE NO. 320003
VOLUME 501, PAGE 228
D.R.N.C.T.

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

TRACT 3
91.36 AC.
VOLUME 1, PAGES 48 & 49
MISCELLANEOUS MAP RECORDS
NUECES COUNTY, TEXAS
CLERK'S FILE NO. 320003
VOLUME 501, PAGE 228
D.R.N.C.T.



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

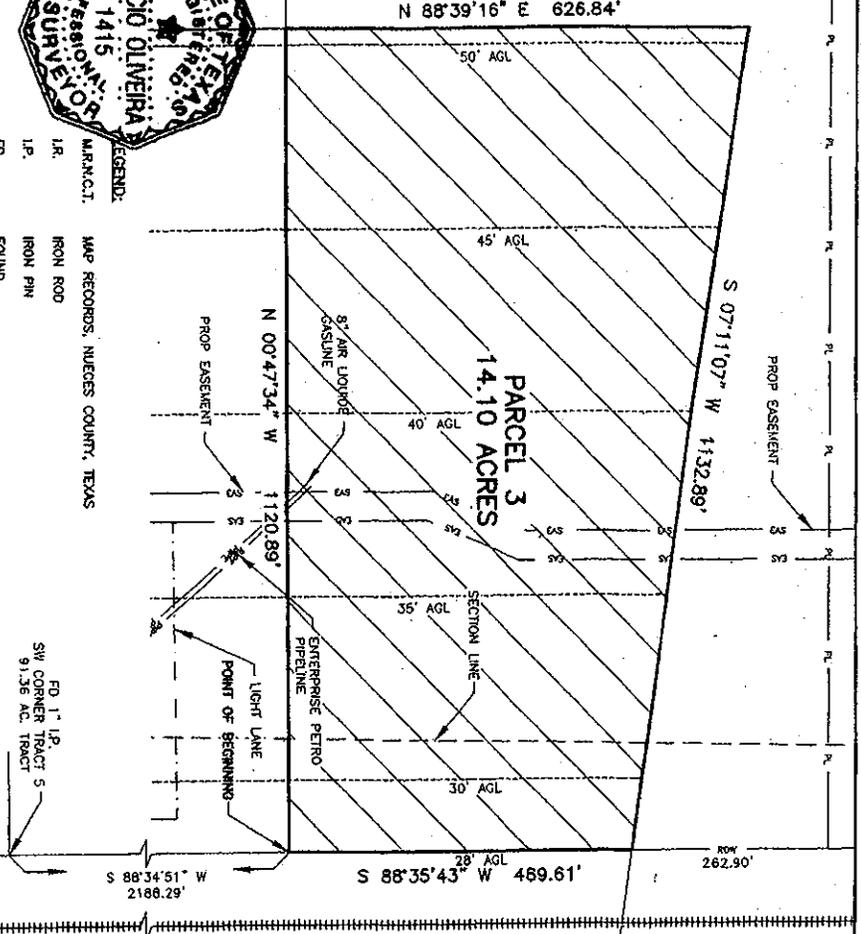
This the 9th day of May 2012.

Horacio Oliveira

Horacio Oliveira
State of Texas License No. 1415

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

- NOTES:
- THIS MAP TO ACCOMPANY FIELD NOTE DESCRIPTION
 - SOURCE OF BEARING-TEXAS STATE PLANE TEXAS SOUTH ZONE-4205-14AD 83
 - BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONES A1, B & C ON FLOOD RESURFACE. TAKE MAP COMMITMENT PANEL NUMBER 15344 OF 1565. FEMA MAP EFFECTIVE DATE OF JULY 18, 1985.
 - PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.



STATE HIGHWAY 44
(AGNES ST)

Exhibit "B"

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

REFERENCES: 91.36 ACRES, TRACT 2
VOLUME 1, PAGES 48 & 49
MISCELLANEOUS MAP RECORDS, NUECES COUNTY, TEXAS
CLERK'S FILE NO. 320003
VOLUME 501, PAGE 228, D.R.N.C.T.

DATE: MAY 2012

0 200 300 400

engineers | architects | contractors

LNW

2425 BRIDGEMAN BLVD
SUITE 200
DALLAS, TEXAS 75244
TEL: 972.443.1100
WWW.LNW.COM

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

AVIGATION AND HAZARD EASEMENT

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

See Attached Exhibit "A" (Legal Description)

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

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

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

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

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

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

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

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

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

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

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

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

William Taylor Laughlin

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA §

COUNTY OF CABARRUS §

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

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

Notary Public

My commission expires _____

GRANTEE:

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

Ronald L. Olson, City Manager

ATTEST:

ARMANDO CHAPA, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF NUECES §

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

Notary Public in and for the State of Texas

[Seal]

APPROVED AS TO LEGAL FORM, THIS _____ DAY OF _____,
2012.

FOR THE CITY ATTORNEY

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

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

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

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

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

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

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

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

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

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

State of Texas
County of Nueces

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

This the 9th day of May 2012.


Horacio Oliveira
State of Texas License No. 1415



Exhibit "A"

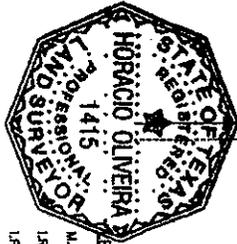


SCALE: 1"=200'

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

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

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



LEGEND:
M.R.N.C.T. MAP RECORDS, NUECES COUNTY, TEXAS
I.R. IRON ROD
I.P. IRON PIN
F.D. FOUND
B.L. BUILDING LINE
A.G.L. ABOVE GROUND LEVEL
P.L. PROPERTY LINE
R.O.W. RIGHT OF WAY
S.E.C. SECTION LINE
R.A.I. RAIL ROAD TRACKS
P.P.E. UNDERGROUND PIPELINE
E.S. EASEMENT LINE
L.L. LIGHT LANE

NOTES:
* THIS MAP TO ACCOMPANY FIELD NOTE
DESCRIPTION
* SOURCE OF BEARINGS=TEXAS STATE PLANE
TEXAS SOUTH ZONE-4205-NAD 83
* BY GRAPHIC PLOTTING ONLY, THIS PROPERTY
IS IN ZONES 'A1, B & C' ON FLOOD
INSURANCE RATE MAP, COMMUNITY PANEL
NUMBER 485464 0785C, FEMA MAP EFFECTIVE
DATE OF JULY 18, 1985.
* PARCEL 3 = 614,318.12 SQ. FT., 14.10 AC.

This the 9th day of May 2012.
Horacio Oliveira
Horacio Oliveira
State of Texas License No. 1415

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

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

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

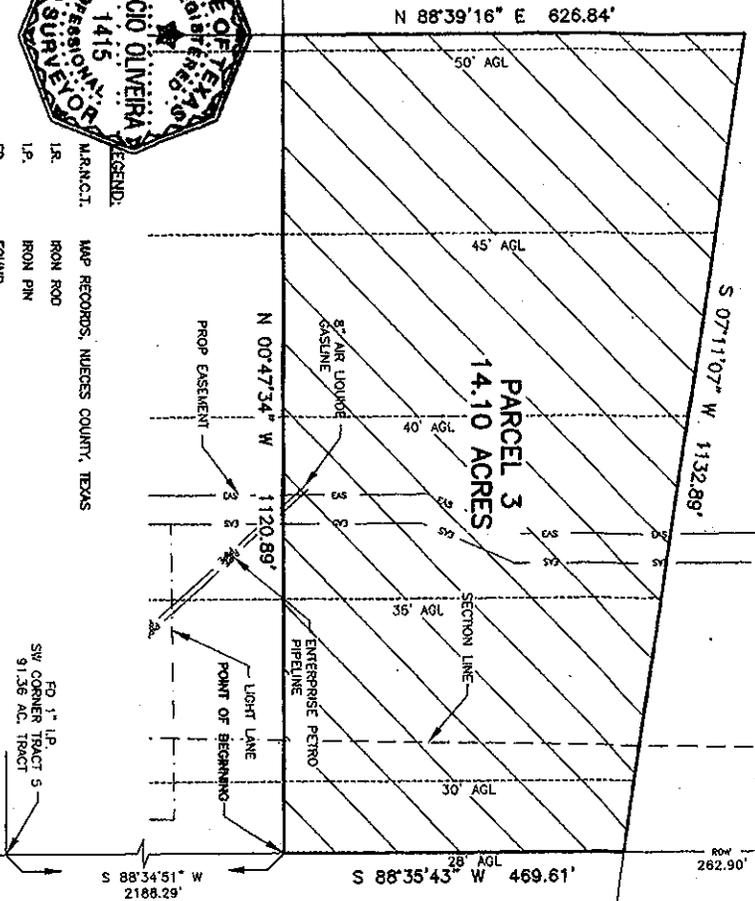
DATE: MAY 2012

0 200 300 400

engineers | architects | contractors

LNV

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



STATE HIGHWAY 44
(AGNES ST)

Exhibit "B"