

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into between the City of Corpus Christi, Texas ("City") and Fernando Fernandez (the "Property Owner").

WHEREAS, the Property Owner owns property (**Exhibit A**) with a dwelling built improperly over a City gas line within an existing public utility easement, as shown on **Exhibit D** as 10' U.E to be Closed;

WHEREAS, the Property Owner has requested the City to reroute such gas line ("Work");

WHEREAS, the Property Owner is granting a new easement for the rerouting of such gas line as shown on **Exhibit D**;

WHEREAS, upon the dedication of the new easement and rerouting of the gas line, the City will abandon the easement under the property owners dwelling;

WHEREAS, the Property Owner has submitted a sworn affidavit and supporting documentation attached as **Exhibit B** that shows Property Owner has a property interest; and

WHEREAS, this Agreement sets forth the terms and conditions by which the Property Owner will be compensating the City for relocation costs.

NOW, THEREFORE, the City and Property Owner agree as follows:

1. Work. The purpose of this Agreement is for the City to cap and abandon an 8-inch wrapped steel line that is beneath Property Owner's dwelling and construct a new 8-inch wrapped steel line at the Sole expense of the Property Owner. The new 8-inch wrapped steel line will be installed in the new easement granted to the City, with the City as owner of newly constructed 8-inch wrapped steel line for the transportation of gas.
2. Improvement as a Benefit. Property Owner agrees that the Improvements will materially benefit their Property.
3. Cost. The cost of the Work to be performed and the amount to be paid to the City is \$31,853.00 ("Cost") as shown in **Exhibit C**.
4. Payment. Property Owner shall pay the City \$31,853.00 prior to commencement of Work. Payment must be made within 30 days of execution of this agreement. Failure to make payment will result in termination of this agreement.

5. Estimated Time of Completion. The estimated time of completions of Work upon commencement is 1 month.
6. Right of Entry. Owner and City acknowledge that City shall have a right to enter the easement to perform its obligations under this Agreement.

7. INDEMNIFICATION

PROPERTY OWNER COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM INDEMNITEES ON ACCOUNT OF INJURY OR DEATH TO PERSON(S), PROPERTY LOSS OR LOSS AND/OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION AND/OR REMOVAL OF THE WORK ASSOCIATED WITH THIS AGREEMENT, INCLUDING THE INJURY, LOSS OR DAMAGE CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES OR ANY OF THEM, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS FEES WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.

8. Release. In consideration for the City undertaking the Work, Owner does hereby forever release and discharge the City, its officers, agencies, agents, contractors, attorneys, subcontractors, and employees ("Releasees") from any and all actions, causes of action, obligations, costs, damages, losses, claims, liabilities and

demands arising out of the Work. The subject matter of this release and the Work to be performed in no way alters or changes the rights and obligations of the parties as they existed prior to entering into this agreement. The terms and conditions in this release shall remain in effect and govern responsibility for the Work after its completion.

Furthermore, Property Owner assumes any and all risk/liability for the capped 8-inch pipeline remaining under the dwelling.

9. Binding on Successors. Owner further expressly agrees that this Release shall be binding upon all successors, assigns and shall inure to the benefit of Releasees, and each of them. Owner further represents that any approvals required to be obtained by the Owner have been obtained and that he/she/they are fully authorized to release and discharge Releasees as described herein.
10. Voluntary Release. This Release is freely and voluntarily entered into, and the Owner hereby agrees that this release may be pled as a complete bar to litigation arising from the Work.

11. Disclaimer of Warranty

THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND.

12. General Terms and Conditions:

- A. Entire Agreement. This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- B. Assignment. This Agreement and the rights of the Property Owner may be assigned to any subsequent owner of the adjacent property owned by Property Owner, subject to the prior written consent of the City, which consent will not be unreasonably withheld. Any assignment will be in writing, will specifically set forth the assigned rights and obligations and will be executed by the proposed assignee.
- C. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day

delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:	City of Corpus Christi Attn: Bill Mahaffey. Director of Gas Operations 2726 Holly Road Corpus Christi TX 78415
With Copy to:	City of Corpus Christi Attn: City Attorney 1201 Leopard Street, 5 th Floor Corpus Christi TX 78401
Property Owner:	Fernando Fernandez 12521 SW 119 th CT Miami, FL 33186

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. The Property Owner may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

- D. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the Parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- E. Applicable Law and Venue. The laws of the State of Texas govern the interpretation, performance, enforcement and validity of this Agreement. Venue will be in a court of appropriate jurisdiction in Nueces County, Texas.

- F. Exhibits, Headings. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections.
- G. Authority for Execution. The City certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. The Property Owner hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the certificate of formation and organizational documents.
- H. Relationship of Parties. In performing this Agreement, both the City and Property Owner will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- I. Survival of Terms. All representations, warranties, covenants and agreements of the Parties, as well as any rights and benefits of the Parties pertaining to the transaction contemplated hereby, will survive the original execution date of this agreement.
- J. Disclosure of Interests. The Property Owner further agrees, in compliance with the City of Corpus Christi Ordinance No. 17113, to complete, as part of this Agreement, the Disclosure of Ownership interests form attached as **Exhibit D**.
- K. No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over or against any party to this Agreement.

Remainder of page intentionally left blank; signature page to follow.

IN WITNESS WHEREOF, City and Owner have caused this Agreement to be executed on their behalf by their respective officers and is effective on the date of last signature.

CITY OF CORPUS CHRISTI

PROPERTY OWNER

Margie C. Rose
City Manager

Fernando Fernandez
Owner

Date

10-17-2016

Date

ATTEST:

Rebecca Huerta
City Secretary

Date

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF# 00100-1283PR

WARRANTY DEED

DATE: November 5th 2013

GRANTOR: **DGS HOLDINGS & INVESTMENTS, L.L.C., a Texas limited liability company**

GRANTOR'S ADDRESS:

GRANTEE: **JAEL FERNANDEZ and spouse, FERNANDO FERNANDEZ**

GRANTEE'S ADDRESS: 3749 Pope Drive
Corpus Christi, TX 78411

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration (cash).

PROPERTY:

Lot Sixteen (16), Block Eight (8), HOPPER ADDITION UNIT 2, a Subdivision of the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 34, Page 139, Map Records of Nueces County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and encroachments or overlapping of improvements; taxes for the current year, the payment of which Grantee assumes, zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

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

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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.

DGS HOLDINGS & INVESTMENTS, L.L.C.

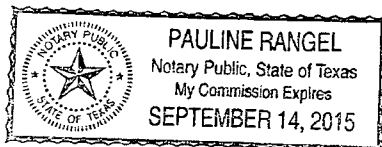
By: Melissa Salazar DGS HOLDINGS
Name: MELISSA SALAZAR INTERESTANTS
Title: MANAGER

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Nueces

This instrument was acknowledged before me on the 10th day of November, 2013,
by Melissa Salazar, Manager
of DGS HOLDINGS & INVESTMENTS, L.L.C., a Texas limited liability company, on behalf of said
company.

TEXAS



Pauline Rangel
NOTARY PUBLIC, STATE OF

PREPARED IN THE LAW OFFICE OF:
Michael J. Shelly, P.C.
Attorney at Law
5102 Holly Rd., Suite A
Corpus Christi, Texas 78411

AFTER RECORDING RETURN TO:

GF# 00100-1283PR
Stewart Title of Corpus Christi, Inc.

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

DGS HOLDINGS & INVESTMENTS, L.L.C.

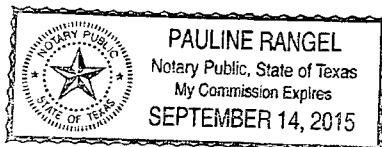
By: Melissa Salazar DGS HOLDINGS
Name: MELISSA SALAZAR INTERESTANTS
Title: MANAGER

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Nueces

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by Melissa Salazar, Manager
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PREPARED IN THE LAW OFFICE OF:
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Corpus Christi, Texas 78411

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Doc# 2013048075
Pages 3
11/06/2013 11:34AM
e-Filed & e-Recorded in the
Official Public Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$19.00

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 HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS



Diana T. Barrera
COUNTY CLERK
NUECES COUNTY TEXAS

NO. 2015-FAM-4007-E

IN THE MATTER OF
THE MARRIAGE OF

FERNANDO FERNANDEZ
AND
JAELE FERNANDEZ

§ IN THE DISTRICT COURT
§
§
§ 148th JUDICIAL DISTRICT
§
§ NUECES COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On Feb. 18, 2016 the Court heard this case.

Appearances

Petitioner, FERNANDEO FERNANDEZ, has agreed to the terms of this order as evidenced by Petitioner's signature below.

Respondent, JAELE FERNANDEZ, has agreed to the terms of this judgment to the extent permitted by law, as evidenced by Respondent's signature below.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Divorce

IT IS ORDERED AND DECREED that FERNANDO, Petitioner, and JAEL, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent and that none is expected.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party.

Property to Husband

IT IS ORDERED AND DECREED that the husband, FERNANDO FERNANDEZ, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

46 ALLING STREET, WEST HAVEN, CT 06516

H-2. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot Sixteen (16), Block Eight (8), HOPPER ADDITION UNIT 2, A Subdivision of the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 34, Page 139, Map Records of Nueces County, Texas, also known as 3749 Pope Dr., Corpus Christi, Texas 78411.

H-3. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the husband or subject to his sole control.

H-4. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, including Wells Fargo Bank which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-5. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-6. The 2014 TOYOTA HIGHLANDER motor vehicle, vehicle identification number 5TDKKRFHXES035265, together with all prepaid insurance, keys, and title documents.

H-7. Husband is awarded the two time shares that were purchased during the marriage.
(Club Melia & Summer Bay Exploria Resort)

Property to Wife

IT IS ORDERED AND DECREED that the wife, JAEL FERNANDEZ, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest,

and claim in and to that property:

W-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

PROPERTY-JAEL FERNANDEZ is owner in legitimate property, possession, and ownership of the well property following hereinafter referred to as the "property": lot of land number 81 (eighty-one) the Apple 15 (fifteen), fractionation "Las Misiones", of the city of Saltillo, Coahuila, with a total surface area of two hundred and thirty-four point seventy-one (234.71) square meters, and whose boundaries and borders are the following: to the North is twelve meters (12.00) meters and is adjacent to Mission San Marcelino Street; South measured in two broken lines the first of six meters 20 centimeters (0620 m) and bordered by Boulevard missionaries; to the East is twenty meters (20.00 m) and adjacent lot eighty (80), and West is eighteen twenty-two centimeters meters (18.22 m) and is adjacent to lot eighty-two (82).

W-2. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

PROPERTY: The Lord just JAEL FERNANDEZ, says she owns in legitimate ownership, possession, and ownership of the following property (hereinafter referred to as the "property)": plot of land number 12 (twelve), Apple 4 (four), the residential "Los Reales" fractionation, of the city of Saltillo, Coahuila with a total area of (220.00 M2) two hundred and twenty square meters and the following measures and close: North measures (22.00 M) twenty-two meters and is adjacent to the batch number (14) fourteen, South measures (22.00 M) twenty-two meters and is adjacent to the batch number (10) ten; eastward measured (10.00 M) ten meters and is adjacent

to the lot number (110 11; and West measures (10.00 M) ten meters and borders with calle Real Andalusia.)

W-3. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Propiedad: Declara el Senora Jael Fernandez es duena en legitima propiedad, posesion y domino del siguiente bien inmueble (en Lo sucesivo denominanado como el "inmueble (lote de manzana 6 (seis), ubicado en el fraccionamiento residenciallos realesde esta ciudad de Saltillo, Coahuila, en cual liene una superficie total de 635.50m (seiscientos treinta y cinco punto cincuenta metros cuadrados)

W-4. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents.

Propiedad El Senora Jael Fernandez en su cacacter de apoderado de la manifiesta que su representada es duena en legitima propiedad posesion y dominio del siguiente bien inmueble (en Lo sucesivo denominado como el "inmueble") Lote de terreno numero 14 (catorce) de la manzana 4 (cuatro), del Fraccionamiento Residencial "Los Reales" de la ciudad de Saltillo, Coahuila con una superficie total de (220.00) m2) doscientos veinte metros cuadrados y las siguientes medidas y colinda con el lote numero 16 (dieciseis; al Sur mide (22.0 M) veintidos metros y calinda con el lote numero 12 (doce; al Oriente mide (10.00 M) diez metros y calinda con enl Lote numero 13 (trece); y al Poniente mide (10.00 M) diez metros y colinda con calle Real de Andalusia.

W-5. The following real property, including but not limited to any escrow funds,

prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing document.

Propiedad: El Señora Jael Fernandez manifiesta que su representada es dueña en legitima propiedad posesion y dominio del siguiente bien inmueble (en Lo sucesivo denominado como el "inmueble"): Lote de terreno numero 24 (veintiseis) de la manzana 19. (diecinueve), del Fraccionamiento Residencial "Los Reales" de la ciudad de Saltillo, Coahuila, con una superficie total de (218.50 M2) doscientos dieciocho metros cincuenta centimetros cuadrados y las siguientes medidas y collindancias: al Norte mide (20.00 M) veinte metros y collinda con el lote (27) veintisiete; al Sur mide (20.00 M) veinte metros y colinda con el lote numero 24 veinticuatro; al Oriente mide (10.00M) diez metros y collinda con el lote numero (23) veintitres; y al Poniente mide (11.85 M) once metros ochentey cinco centimetros y colinda con la calle con la Real de Toledo.

W-6. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of the wife or subject to her sole control.

W-7. All sums of cash in the possession of the wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the wife's sole name or from which the wife has the sole right to withdraw funds or which are subject to the wife's sole control.

W-8. The 2013 TOYOTA RAV4 motor vehicle, vehicle identification number 2T3YFREVD8DW057493, together with all prepaid insurance, keys, and title documents and Fernando Fernandez will continue to pay off the lien holder of the vehicle until completely paid off.

W-8 Jael Fernandez is to take Oreo and Cookie the dogs that lived in their home at one time. As agreed upon Fernando Fernandez agrees that Jael Fernandez will be keeping them both.

W-9. Two Hundred Six Thousand Seventy-Four Dollars and Ninety-Seven Cents (\$206,074.97) payable by Fernando Fernandez to Jael Fernandez within thirty (30) days from the date the mediated settlement agreement is signed which is made to extinguish any claims to any property or other money to which Jael Fernandez may have a claim upon.

Notice

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

Treatment/Allocation of Community Income for Year of Divorce

IT IS ORDERED AND DECREED that, for the calendar year 2015, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

IT IS ORDERED AND DECREED that for calendar year 2015, each party shall indemnify and hold the other party and his or her property harmless from any tax liability associated with the reporting party's individual tax return for that year unless the parties have agreed to allocate their tax liability in a manner different from that reflected on their returns.

IT IS ORDERED AND DECREED that each party shall furnish such information to the

other party as is requested to prepare federal income tax returns for 2015 within thirty days of receipt of a written request for the information, and in no event shall the available information be exchanged later than March 1, 2016. As requested information becomes available after that date, it shall be provided within ten days of receipt.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, PERNENDO FERNANDEZ, and Respondent, JAEL FERNANDEZ, each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by

virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute

the basis of a claim for indemnity under this decree.

Clarifying Orders

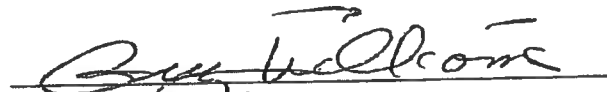
Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

SIGNED on Feb. 18, 2016.


JUDGE PRESIDING

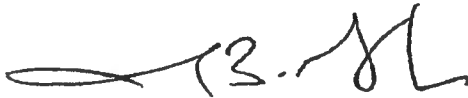
APPROVED AS TO FORM ONLY:

Law Office Of Luis Corona
719 S. Shoreline
Suite 301
CORPUS CHRISTI, TX 78401
Tel: (361) 883-4948
Fax: (361) 883-4735

By:

LUIS J. CORONA
Attorney for Petitioner
State Bar No. 04837375
ng.luisjcorona@gmail.com

A. Gonzalez Law Firm, P.L.L.C.
500 N. Water St., Ste. 400
Corpus Christi, Texas 78401
Tel: (361) 882-6600
Fax: (361) 882-6608

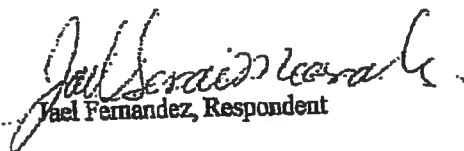


By:

Armando B. Gonzalez, Jr.
State Bar No. 24040987
agonzalezlawfirm@hotmail.com
Attorney for Petitioner

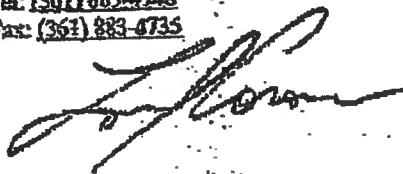
APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Fernando Fernandez, Petitioner



Jael Fernandez, Respondent

719 S. Shoreline
Suite 301
CORPUS CHRISTI, TX 78401
Tel: (361) 883-4948
Fax: (361) 883-6735



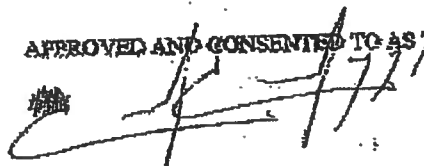
By:
LUIS J. CORONA
Attorney for Petitioner
State Bar No. 04837375
ng.luisjcorona@gmail.com

A. Gonzalez Law Firm, P.L.L.C.
500 N. Water St., Ste. 400
Corpus Christi, Texas 78401
Tel: (361) 882-6600
Fax: (361) 882-6608

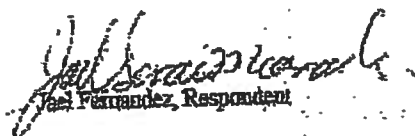


By:
Armando B. Gonzalez, Jr.
State Bar No. 24040967
agonzalezlawfirm@hotmail.com
Attorney for Petitioner

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE



Fernando Fernandez, Petitioner



Joel Fernandez, Respondent



STATE OF TEXAS
COUNTY OF NUECES

The above and foregoing is a true and
correct copy as the same appears on
file and/or recorded in the appropriate
records of Nueces County, Texas.

Thereby certified on _____

APR 07 2016



ANNE LORENTZEN
NUECES COUNTY DISTRICT CLERK
CLERK OF THE DISTRICT AND COUNTY COURTS AT LAW

Exhibit **B**

AFFIDAVIT
(for Property Owner)

THE STATE OF TEXAS

COUNTY OF NUECES

§
§
§

THE UNDERSIGNED AUTHORITY, ("Property Owner") declares as follows:

"I, Fernando Fernandez, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and declare that such facts are true and correct.

Property Address: 3749 Pope Drive
Corpus Christi, TX 78411

Property Description: Lot Sixteen (16), Block Eight (8), HOPPER ADDITION UNIT 2, a Subdivision of the City of Corpus Christi, Texas, as shown by the map or plat recorded in Volume 34, Page 139, Map Records of Nueces County, Texas

Property Ownership: Warranty Deed GF#00100-1263PR - Grantee Jael Fernandez and Fernando Fernandez
Divorce Decree 2015-FAM-4007-E - Full Title to Fernando Fernandez

My name is Fernando Fernandez
(First) (Middle) (Last)

my date of birth is 10-27-1962, and my address is

12521 SW 119TH CT MIAMI FL 33186-5183
(Street) (City) (State) (Zip Code)

and United States of America
(Country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 17th day of
October, 2016
(Month) (Year)

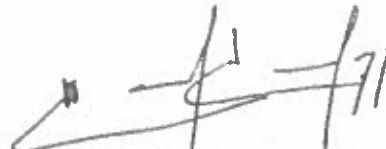

Declarant's Signature

ExHIBIT C
Cost Estimate

Materials:	\$ 6,000
Re-Construction (Fence, Street, Sidewalks, Curb & Gutter):	\$ 5,000
Labor (Based on a 3 week Project):	\$20,000
Processing and Recording Fees:	\$ 853
TOTAL	\$31,853

Exhibit **D**CITY OF CORPUS CHRISTI
DISCLOSURE OF INTEREST

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: Fernando FernandezSTREET ADDRESS: 12521 SW 119TH CT P.O. BOX: _____CITY: Miami STATE: FL ZIP: 33186

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☒
4. Association ☐ 5. Other ☐

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Job Title and City Department (if known)

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Title

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Board, Commission or Committee

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Consultant

Exhibit: D

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person: Fernando Fernandez Title: Home Owner
Signature of Certifying Person: [Signature] Date: 10-17-2016

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UTILITY EASEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

KNOW ALL BY THESE PRESENTS:

That Fernando Fernandez ("Grantor"), whose address is 3749 Pope Drive, Corpus Christi, Texas 78411, for and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by the City of Corpus Christi, a Texas home-rule municipal corporation ("Grantee"), whose address is 1201 Leopard Street, Corpus Christi, Texas, 78401, the receipt of which is acknowledged, has granted, sold, and conveyed and by these presents does grant, sell, and convey to the Grantee, its successors, legal representatives, permitted assigns and franchisees, the free and uninterrupted use, liberty, privilege, and easement of going in, on, over, under, and along a certain tract of land situated in Nueces County, Texas, and being described as follows:

Field note description of a 5-foot wide utility easement over and across a portion of Lot 16, Block 8, Hopper Addition Unit 2, as shown on the map recorded in Volume 34, Page 139, Map Records of Nueces County, Texas, which description is attached to and incorporated in this document as "Exhibit A" and depicted on the field notes location map attached to and incorporated in this document as "Exhibit B," the exhibits collectively being referred to and known as the "Premises."


Together with the free ingress, egress, and regress to and for the Grantee, all for the purpose of erecting, constructing, installing, laying, replacing, servicing, repairing, using, maintaining, inspecting, reconstructing, modifying, removing, operating and keeping utility lines in, on, over, under, and along the Premises, including but not limited to water, wastewater, storm water, storm water detention, filtration, drainage, and gas, and together with all lines, pipes, conduits, and other equipment, improvements, and appurtenances used in the supply and provision of public utilities.

TO HAVE AND TO HOLD, all and singular, the rights and privileges as described above to the Grantee, its successors, legal representatives, permitted assigns, and franchisees, for the proper and public use as a utility easement and for so long as used for such purposes.

GRANTOR

The person signing this utility easement conveyance as Grantor, or signing on behalf of the Grantor, represents, warrants, and guarantees that they are the Grantor or have the authority to act on behalf of the Grantor for the purpose and consideration stated.

Fernando Fernandez



Fernando Fernandez

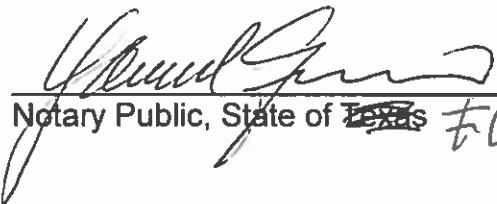
8-19-16
Date

STATE OF ~~TEXAS~~ *FL* §

COUNTY OF ~~MUESES~~ §

§ *Dade*
§

This instrument was acknowledged before me on 19 day of August, 2016, by Fernando Fernandez.



Notary Public, State of ~~Texas~~ *Florida*



YASSEL GUERRERO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF049435
Expires 8/28/2017

GRANTEE

ACCEPTED for the City of Corpus Christi, Nueces County, Texas, by:

Valerie H. Gray, P.E.
Executive Director of Public Works

Date

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____ day of _____, 2016,
by Valerie H. Gray, P.E., Executive Director of Public Works, City of Corpus Christi, a
Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM: _____, 2016.

Buck Brice
Assistant City Attorney
for the City Attorney

ATTACHED AND INCORPORATED BY REFERENCE:
Exhibits "A" – Metes and Bounds Description
Exhibits "B" – Field Notes Map

AFTER RECORDING RETURN TO:
Major Projects Engineer
Development Services Department
City of Corpus Christi
2406 Leopard Street
Corpus Christi, TX 78408

EXHIBIT A

**E9-Dev Services-Hopper Addition No. 2
5' Utility Easement**

**STATE OF TEXAS
COUNTY OF NUECES**

BEING a tract of land containing 581.61 square feet (0.013 acres) of land out of Lot 16, Block 8, Hopper Addition No. 2, a map of which is recorded in Volume 34, Page 139, Map Records of Nueces County, Texas. This 581.61 square foot tract being more fully described by metes and bounds as follows:

Beginning at a 1 inch iron pipe found on the northwest boundary of Doddridge Street, an 85 foot wide right-of-way, for the east corner of Lot 17-C, Block 8, Hopper Addition Unit 2, a map of which is recorded in Volume 56, Page 159, for the south corner of said Lot 16 and for the south corner and **Point of Beginning** of this easement;

Thence, with the common boundary of said Lot 16 and said Lot 17-C, same being the southwest boundary of this easement, North 61°58'00" West, a distance of 5.00 feet for the west corner (no monumentation found or set) of this easement;

Thence, with the northwest boundary of this easement, North 28°02'41" East, a distance of 118.84 feet to the aforementioned southwest boundary of Doddridge Street for the north corner (no monumentation found or set) of this easement and beginning of a circular curve to the right, whose radius point bears South 58°02'41" West, a distance of 10.00 feet and which has a central angle of 60°00'00", a radius of 10.00 feet, a tangent distance of 5.77 feet and an arc length of 10.47 feet;

Thence, with said circular curve to the right, along the said southwest boundary of Doddridge Street, an arc length of 10.47 feet to a 5/8 inch iron rod with City of Corpus Christi cap set for the point of tangency and for a corner of this easement;

Thence, with the southwest boundary of said Doddridge Street, same being the northeast boundary of said Lot 16 and of this easement, South 28°02'41" West, a distance of 110.18 feet (record=110.00 feet) to the **Point of Beginning** and containing 581.61 square feet (0.013 acres) of land.

Bearings based on GPS bearings, Texas State Plane Coordinate System, NAD83 (2011) South Zone,.

**STATE OF TEXAS
COUNTY OF NUECES**

I, Russell D. Ochs, a Registered Professional Land Surveyor, hereby certify that the foregoing field notes were prepared by me from a land survey made on the ground under my supervision.

This the 21st day of June, 2016

Russell D. Ochs

Russell D. Ochs, R.P.L.S.
State of Texas License No. 5241



