

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

SPECIAL WARRANTY DEED

DATE: _____, 2018

GRANTOR: CITY OF CORPUS CHRISTI, a Texas home-rule municipal corporation

GRANTOR'S MAILING ADDRESS (including County):

P. O. Box 9277
Corpus Christi, Texas 78469-9277
Nueces County, Texas

GRANTEE: NUECES COUNTY

GRANTEE'S MAILING ADDRESS (including County):

P.O. Box _____
Corpus Christi, Texas 784__-____
Nueces County, Texas

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) the receipt of which is acknowledged and other valuable consideration.

PROPERTY: The Land described by Metes and Bounds on Exhibit A

Together with and including all of Grantor's rights, title, and interest and in the rights and appurtenances in any way belonging or appurtenant to the Land, including without limitations: (i) any improvements on the Land; (ii) strips and gores, if any, adjacent or contiguous to the Land; (iii) any land lying in or under the bed of any street, alley, road, creek or stream running through, abutting or adjacent to the Land; (iv) any riparian rights appurtenant to the Land relating to surface or subsurface waters; and (v) easements, rights of ingress and egress, and prior reversionary interests benefiting or serving the Land (the Land and other appurtenant rights being referred to herein as the "Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

The conveyance recited above is made and accepted subject to all presently valid restrictions, reservations, covenants, conditions, rights-of-way, easements, mineral leases and royalty and mineral conveyances now outstanding and of record, if any, in Nueces County, Texas, affecting the above-described **PROPERTY**, as well as any restrictions, reservations, conditions, and covenants contained in this instrument. The sale of the Property is without minerals. **GRANTOR** reserves unto itself all of its right, title and interest, if any, in and to the oil, gas and other minerals in, on, or under the Property. In addition, this conveyance recited above is made and accepted subject to the Lease Agreement dated as of July 22, 2014 between the **GRANTOR** and Coastal Bend Friends of Aquatics Regarding Use of Parker Pool, a copy of which has been provided to **GRANTEE**.

It is the intent of **GRANTEE** to operate or provide for operation of a public swimming pool open to the public at the **PROPERTY**. If the **GRANTEE** ceases to provide for operation of a public swimming pool at the **PROPERTY**, then subject to written demand from the **GRANTOR** and opportunity to cure, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in **GRANTOR** without the necessity of any further act on the part of or on behalf of **GRANTOR**, it being the intent of **GRANTOR** to convey a determinable estate to **GRANTEE**.

GRANTOR IS CONVEYING THE PROPERTY TO **GRANTEE** AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF **GRANTOR**, EXCEPT FOR **GRANTOR'S** SPECIAL WARRANTY OF TITLE STATED ABOVE. **GRANTEE** ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY **GRANTOR**, OR ANYONE ACTING ON **GRANTOR'S** BEHALF, BUT IS RELYING ON **GRANTEE'S** OWN EXAMINATION OF 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** successors and/or assigns forever. **GRANTOR** binds **GRANTOR** and **GRANTOR'S** successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the **PROPERTY**, except the **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**, to **GRANTEE** and **GRANTEE'S** successors and/or assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under **GRANTOR** but not otherwise.

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

(EXECUTION PAGE AND EXHIBITA METES AND BOUNDS FOLLOWS)

GRANTOR: CITY OF CORPUS CHRISTI

By: _____
Keith Selman, Interim City Manager

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED before me on the _____ day of _____, 2018,
by Keith Selman, Interim City Manager, of the CITY OF CORPUS CHRISTI, a Texas home-rule
corporation, on behalf of the corporation.

Notary Public, STATE OF TEXAS

ACCEPTED AND AGREED TO BY GRANTEE: NUECES COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

THIS INSTRUMENT WAS ACKNOWLEDGED before me on the _____ day of _____, 2018,
by _____, _____(title), of NUECES COUNTY.

Notary Public, STATE OF TEXAS

AFTER RECORDING RETURN TO:

City of Corpus Christi
Attn: Director of Parks and Recreation
P. O. Box 9277
Corpus Christi, Texas 78469-9277

EXHIBIT A

Metes and Bounds