# WATER LINE EASEMENT AND RIGHT-OF-WAY (PARCELS 00093 & 00095)

STATE OF TEXAS

COUNTY OF SAN PATRICIO §

DATE: , 2018

**GRANTOR:** City of Corpus Christi, a municipal corporation (hereafter collectively called "GRANTOR")

GRANTOR'S MAILING ADDRESS: 1201 Leopard St., 3rd Floor

Corpus Christi, Texas 78401

**GRANTEE:** San Patricio Municipal Water District

**GRANTEE'S MAILING ADDRESS:** P.O. Box 940

Ingleside, Texas 78362

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**EASEMENT PROPERTY:** A tract of land consisting of 2.5357 acres, out of a 8.646 acre tract of land conveyed to the City of Corpus Christi, recorded in Document No. 539670, Real Property Records of San Patricio County, Texas, said 2.5357 acre easement also being out of the C.C. Hornsby Survey, Abstract 159, and the J.W.J. Oltman Survey, Abstract 213, San Patricio County, Texas, same being more particularly described on <u>Exhibit A</u> and depicted on <u>Exhibit B</u> attached hereto and incorporated herein for all purposes.

A tract of land consisting of 3.5058 acres, out of an 11.001 acre tract of land conveyed to the City of Corpus Christi by Special Warranty Deed and recorded in Clerks File Number 415239, Real Property Records of San Patricio County, Texas, said 3.5058 acre easement also being out of the J.W.J. Oltman Survey, Abstract 213, the Juan Hart and Sons Survey Abstract 10, and the Victoriano Tares and Pedro Vilarreal Survey Abstract 32, San Patricio County, Texas, same being more particularly described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein for all purposes.

**PROJECT:** For the purpose of laying one (1) water pipeline and all necessary or desirable appurtenances thereto including, without limitation, cleanouts, valves, fiber optic communication lines for Grantee, meters and manholes. Except as otherwise provided in this EASEMENT, all of the foregoing facilities will be buried below the surface of the EASEMENT PROPERTY at all places as indicated on the attached exhibits. The PROJECT includes the placement or installation of above-ground water pipeline markers at existing and/or future fences, and at the edges of roads and the edges of property lines.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE a perpetual easement and right-of-way in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to GRANTEE and GRANTEE's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith. GRANTOR also grants to GRANTEE a temporary construction easement in, upon, over, and across a strip of land that is adjacent to either, or both, of the boundaries of the EASEMENT PROPERTY as indicated on the attached exhibits for the purposes of constructing and laying the PROJECT in the EASEMENT PROPERTY. This temporary construction easement shall automatically expire when the PROJECT is placed in service.

GRANTOR also grants to GRANTEE a temporary work easement, to be exercised after initial installation of the PROJECT, in, upon, over, and across a strip of land that is adjacent to either, or both, the boundaries of the EASEMENT PROPERTY as indicated on the attached exhibits for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing of the PROJECT, or any part of the PROJECT, in the EASEMENT PROPERTY.

Prior to commencement of the installation of the waterline, Grantee will move the top 12" more or less of the existing soil to an area adjacent to the proposed waterline installation in order that the topsoil can be returned to the top of the disturbed area upon completion of Grantee's operations on the EASEMENT PROPERTY. During any construction, repair, or other operations by Grantee within the EASEMENT PROPERTY, all construction will be done in such manner so that the top 12" more or less of soil will be separated from the balance of the dirt removed for such operations by Grantee. Any excess subsoil resulting from the waterline installation operation will be removed from Grantor's property and disposed of by Grantee. Grantee will leave the EASEMENT PROPERTY area free of any large rocks which are removed during Grantee's construction or other operations on the EASEMENT PROPERTY, so far as reasonably practical. Grantee recognizes that Grantor utilizes the lands covered by this Agreement for farming operations and agrees to take precautions during Grantor's operations on the EASEMENT PROPERTY, to return the surface of the area impacted by Grantee's operations to as near its original condition prior to the commencement of Grantee's operations hereunder, so far as reasonably practical.

During the course of construction of the PROJECT GRANTEE may elect to increase the scope of the PROJECT by installing certain above ground facilities, including valve boxes, line valves and air relief/vacuum valves. In that event GRANTEE shall notify GRANTOR of this decision and shall pay to GRANTOR an additional consideration in the amount of \$2,500.00 for each valve box and its contents.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE's right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to license, permit or otherwise agree to the joint use or occupancy of the EASEMENT PROPERTY by any other person or entity for the purposes set out herein.

GRANTOR agrees that GRANTOR shall not place any structure or materials in or on the EASEMENT PROPERTY that may endanger or may interfere with the safe, efficient, or convenient operation, or maintenance of the PROJECT or the rights of ingress and egress granted herein. GRANTOR, its successors or assigns, shall not place or store any material upon, or cover, bury, pave over, or otherwise obstruct, any clean out, valve, meter, or manhole located within the EASEMENT PROPERTY. GRANTOR shall not plant trees or shrubs of any kind within the boundaries of the EASEMENT PROPERTY. In the event that GRANTOR shall place any unpermitted structure or materials within the boundaries of the EASEMENT PROPERTY and fails to remove same within three (3) days of receipt of written notice delivered certified mail, return receipt requested by GRANTEE, GRANTEE shall have the right, but not the obligation, to remove such structure or material. In the event, GRANTEE removes such unpermitted structure or materials from the EASEMENT PROPERTY, GRANTOR shall reimburse GRANTEE for any and all costs connected with such removal including, but not limited to, contractors' fees, equipment costs, and notification costs, within thirty (30) days after receipt of written notice of such costs from GRANTEE.

In the event GRANTEE shall be required to cut or go through any of the fences of GRANTOR in laying

the proposed pipeline, it is agreed that prior to cutting any such fences, GRANTEE shall first brace the existing fence adequately on each side of the proposed cut, so that when the fence is cut there will be no slackening of the wires.

If GRANTEE shall elect to maintain an opening in any of the fences of GRANTOR during the construction of said pipeline, GRANTEE shall be obligated to install a good and substantial wire gap capable of turning cattle from such opening, and GRANTEE shall keep such gap securely closed at all times when not in actual use; and upon the completion of the construction of said pipeline, GRANTEE shall close all openings and shall restore such fences to their condition as existed prior to construction, or GRANTEE may install gates in fences where the EASEMENT PROPERTY crosses any fence line. GRANTEE may install a gate on any existing or future fences located on the EASEMENT PROPERTY. Such gates shall be provided with "H" braces. Gates shall be maintained by GRANTEE and be capable of turning livestock. GRANTEE shall keep such gates securely closed when not in actual use. GRANTOR and GRANTEE each shall furnish separately keyed locks for all locked gates, and locks shall be separated by no fewer than three links of chain so as not to mistakenly or in error, lock out either GRANTOR from its property or GRANTEE from its EASEMENT PROPERTY.

All fence related work will be done in a good and workmanlike manner. GRANTEE will make reasonable efforts to use like posts, wire and gates in order to match GRANTORS existing posts, wire and gates.

GRANTOR shall have the right to use the surface of the EASEMENT PROPERTY, subject to the restrictions set out herein, so long as such use does not interfere with the PROJECT. The easement, rights, and privileges conveyed by this conveyance are nonexclusive, and GRANTOR reserves and retains the right to convey similar rights and easements to such other persons as GRANTOR may deem proper. However, notwithstanding anything to the contrary herein, any such conveyance of similar rights and easements to such other persons as GRANTOR may deem proper shall be subject to the written approval of GRANTEE.

GRANTOR may not pave over any part of the EASEMENT PROPERTY without the approval of GRANTEE. If GRANTOR desires to pave over any part of the EASEMENT PROPERTY, GRANTOR shall submit the plans and specifications for the paving to GRANTEE for approval, which approval will not be unreasonably withheld.

GRANTOR may not tap into or use water from the water pipeline(s) constructed in the EASEMENT PROPERTY.

GRANTEE agrees that upon completion of construction of the PROJECT, all surplus excavation, debris, trash, or litter resulting from construction shall be cleaned up and disposed of off GRANTOR's property. GRANTEE at all times after completing any work in connection with the construction will restore the surface of the EASEMENT PROPERTY, as nearly as practicable, to the condition in which the EASEMENT PROPERTY was found immediately before such work was undertaken; however, GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT but does not include damages, if any, to GRANTOR's remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, or other obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or

disturb GRANTEE's use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this EASEMENT shall be and are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their heirs, successors, and assigns.

GRANTOR warrants and shall forever defend the easement to GRANTEE against anyone lawfully claiming or to claim the easement or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, agents, subsidiaries, officers, servants, contractors, successors and assigns of GRANTEE.

This instrument may be executed in duplicate originals, and each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Signed to be effective the \_\_\_\_\_ day of \_\_\_\_\_\_, 2018. **GRANTOR:** City of Corpus Christi Print Name: \_\_\_\_ ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on the \_\_\_\_\_day of \_\_\_\_\_, 2018, by \_\_\_ of City of Corpus Christi, a municipal corporation. Notary Public, State of Texas

Typed or Printed Name

My Commission Expires:

**GRANTEE:** 

SAN PATRICIO MUNICIPAL WATER DISTRICT

By: Brian Williams, Manager/District Engineer

# **ACKNOWLEDGMENT**

STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

This instrument was acknowledged before me on the day of November, 2018 by Brian Williams, Manager/District Engineer of SAN PATRICIO MUNICIPAL WATER DISTRICT, a conservation and reclamation district and political subdivision of the State of Texas duly created by the State of Texas pursuant to Article 16, Section 59, Texas Constitution on behalf of that District.

KAREN IVEY

ID# 616625-8

Notary Public

STATE OF TEXAS

My Comm. Exp. 03-14-2020

Notary Public, State of Texas

Typed or Printed Name

# AFTER RECORDING RETURN TO:

R. Bryan Stone Upton, Mickits & Heymann, LLP Frost Bank Plaza 802 North Carancahua, Suite 450 Corpus Christi, Texas 78401

# EXHIBIT "A"

### 2.5357 ACRE - PERMANENT WATER LINE EASEMENT

BEING THE DESCRIPTION OF A FIFTY-FOOT WIDE (50.0') PERMANENT WATER LINE EASEMENT EMBRACING 2.5357 ACRES OF LAND OUT OF A 8.646 ACRE TRACT OF LAND, CONVEYED TO THE CITY OF CORPUS CHRISTI FROM THE COASTAL BEND BAYS AND ESTUARIES PROGRAM, INC., RECORDED UNDER DOCUMENT NUMBER 539670, REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS, AND FURTHER BEING PART OF A 1517.29 ACRE TRACT OF LAND CONVEYED FROM BETTY ANN PAMPLIN, ET AL, TO JOHN S. MCGREGOR BY SPECIAL WARRANTY DEED DATED AUGUST 6, 1993, AND RECORDED IN CLERKS FILE NUMBER 415239, REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS; PART OF A 56.65 ACRE TRACT OF LAND PREVIOUSLY SURVEYED, AN PART OF AN 1432.393 ACRE TRACT OF LAND PREVIOUSLY SURVEYED, AND THE J.W.J. OLTMAN SURVEY, ABSTRACT 213, SAN PATRICIO COUNTY, TEXAS, APPROXIMATELY 3 MILES SOUTHWEST OF THE TOWN OF ODEM, WITH SAID 2.5357 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN, at a point for the most Southerly corner of said 8.646 acre tract and being the Northeast corner of an 11.001 acre tract as described in a deed of record under Clerks File Number 539669, Official Public Records of San Patricio County, Texas, and being the SOUTHEAST corner and PLACE OF BEGINNING of this description;

THENCE, North 36°08'00.45" West, along and with the common boundary line of said 8.646 acre tract and said 11.001 acre tract, a distance of 50.0 feet to a point for the SOUTHWEST corner of this description;

THENCE, in a Northeasterly direction, crossing said 8.646 acre tract as follows: North 53°52'05.56" East, a distance of 213.68 feet to an angle point; THENCE, North 49°47'50.56" East, a distance of 174.63 feet to an angle point; THENCE, North 53°16'32.56" East, a distance of 860.09 feet to an angle point; THENCE, North 55°47'34.56" East, a distance of 92.28 feet to an angle point; THENCE, North 54°57'02.56" East, a distance of 93.08 feet to an angle point; THENCE, North 53°54'10.56" East, a distance of 94.23 feet to an angle point; THENCE, North 52°57'59.56" East, a distance of 98.10 feet to an angle point; THENCE, North 51°58'27.56" East, a distance of 94.55 feet to an angle point; THENCE, North 51°03'36.56 East, a distance of 94.62 feet to an angle point; THENCE, North 50°10'09.56" East, a distance of 91.86 feet to an angle point; THENCE, North 48°47'19.56" East, a distance of 187.60 feet to an angle point; THENCE, North 47°25'51.56" East, a distance of 102.11 feet to a point for the NORTHWEST comer of this description;

THENCE, South 42°34'08.44" East, a distance of 24.84 feet to an angle point; THENCE, North 80°26'01.71" East, a distance of 44.75 feet to a point for the NORTHEAST corner of this description;

THENCE, in a Southwesterly direction as follows: South 46°27'56.56" West, a distance of 46.69 feet to an angle point; THENCE, South 47°25'51.56" West, a distance of 93.55 feet to an angle point; THENCE, South 48°47'19.56" West, a distance of 188.79 feet to an angle point; THENCE, South 50°10'09.56" West, a distance of 92.85 feet to an angle point; THENCE, South 51°03'36.56" West, a distance of 95.41 feet to an angle point; THENCE, South 51°58'27.56" West, a distance of 95.38 feet to an angle point; THENCE, South 52°57'59.56" West, a distance of 98.94 feet to an angle point; THENCE, South 53°54'10.56" West, a distance of 95.10 feet to an angle point; THENCE, South 54°57'02.56" West, a distance of 93.90 feet to an angle point; THENCE, South 55°47'34.56" West, a distance of 91.55 feet to an angle point, THENCE, South 53°16'32.56" West, a distance of 857.47 feet to an angle point; THENCE, South 53°52'05.56" West, a distance of 215.46 feet to the PLACE OF BEGINNING and containing 2.5357 acres of land, more or less.

# EXHIBIT "A"

## 3.5058 ACRE - PERMANENT WATER LINE EASEMENT

BEING THE DESCRIPTION OF A FIFTY-FOOT WIDE (50.0') PERMANENT WATER LINE EASEMENT EMBRACING 3.5058 ACRES OF LAND OUT OF AN 11.001 ACRE TRACT OF LAND, BEING PART OF A 1517.29 ACRE TRACT OF LAND CONVEYED FROM BETTY ANN PAMPLIN, ET AL TO JOHN S. MCGREGOR BY SPECIAL WARRANTY DEED DATED AUGUST 6, 1993, AND RECORDED IN CLERKS FILE NUMBER 415239, REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS, ; PART OF A 398.024 ACRE TRACT OF LAND CONVEYED FROM BETTY ANN PAMPLIN, ET AL., TO JOHN S. MCGREGOR BY SPECIAL WARRANTY DEED DATED AUGUST 6, 1993 AND RECORDED IN CLERKS FILE NUMBER 418239, REAL PROPERTY RECORDS OF SAN APTRICO COUNTY, TEXAS; AND PART OF A 1432.393 ACRE TRACT OF LAND PREVIOULSY SURVEYED; SAID 11.001 ACRE TRACT IS COMPRISED OF PORTIONS OF THE J.W.H. OLTMAN SURVEY, ABSTRACT 213, THE JUAN HART AND SONS SURVEY, ABSTRACT 10, AND THE VICTORIANO TARES AND PEDRO VILARREAL SURVEY ABSTRACT 32, SAN PATRICIO COUNTY, TEXAS, APPROXIMATELY 3 MILES SOUTHWEST OF THE TOWN OF ODEM, WITH SAID 3.5058 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGIN**, at a point for the common corner of said 11.001 acre tract and a 8.646 acre tract, as described in a deed of record under Clerks File Number 539670, Real Property Records of San Patricio County, Texas, with said point being the **SOUTHEAST** corner and **PLACE OF BEGINNING** of this description;

THENCE, in a Southwesterly direction as follows: South 53°52'05.56" West, a distance of 389.81 feet to an angle point; THENCE, South 53°09'23.56" West, a distance of 1001.68 feet to an angle point; THENCE, South 53°00'25.56" West, a distance of 1625.84 feet to a point for the SOUTHWEST corner of this description;

THENCE, South 87°21'25.56" West, a distance of 88.61 feet to a point for the NORTHWEST corner of this description:

THENCE, in a Northeasterly direction as follows: North 53°00'25.56" East, a distance of 1699.07 feet to an angle point; THENCE, North 53°09'23.56" East, a distance of 1002.06 feet to an angle point; THENCE, North 53°52'05.56" East, a distance of 390.12 feet to a point in the common boundary line of said 11.001 acre tract and said 8.646 acre tract, and being the NORTHEAST comer of this description;

THENCE, along and with the common boundary line of said 11.001 acre tract and said 8.646 acre tract, a distance of 50.0 feet to the PLACE OF BEGINNING and containing 3.5058 acres of land, more or less.

(095 Deed)

#### **EXHIBIT "B"** L3-COASTAL BEND BAYS & ESTUARIES PPOGRAM, INC. L2-TRACT 9- 46 117 ACRES S.P.C.C F, NO. 518347 LS 19 L42: Parcel Line Table Parcel Line Table Line # Length Bearing Length Bearing Line # -L11 L10 11 99.02 S47° 25' 51.56"W 122 92.28 N55° 47' 34.56"E -L12 Li3 L40 12 98.35 N43° 46' 39.85"W L23 91.55 S55° 47' 34.56"W L3 24.84 S42° 34' 08.44"E 124 857.47 \$53° 16' 32.56"W L39 1.4 44.75 L25 N80° 26' 01.71"E 860.09 N53° 16' 32.56"E -L17 Lt6 L5 46.69 \$46° 27' 56.56"W 1.26 174.89 \$49° 47' 50.56"W L38 L6 N47° 25' 51.56"E 102.11 127 174.63 N49° 47' 50.56"E -L18 L37 L19 L7 93.55 547° 25' 51.56"W L28 215.46 \$53° 52' 05.56"W 136 188.79 S48° 47" 19.56"W 213.68 N53° 52' 05.56"E L21 -L20 N48° 47' 19.56"E 19 187.60 1.30 50.00 N36º 08' 00:45"W L35--L23 L10 91.86 N50° 10' 09.56"E L31 100.01 \$36° 51' 49.82"E Temporary 92.85 \$50° 10' 09.56"W L11 L32 211.41 S53° 52' 05.56"W Construction Easement 112 95.41 \$51° 03' 36.56"W 1.33 174.12 \$49° 47' 50.56"W 5.0062 AC. L13 94.62 N51° 03' 36.56"E L34 865.32 S53° 16' 32.56"W 1.14 95.38 S51° 58' 27.56"W L35 93.74 \$55° 47' 35.56"W Permanent Waterline L15 94.55 N51° 58' 27.56"E 1.36 91.42 \$54° 57' 02.56"W Easement 2.5357 AC. L16 98.10 N52° 57' 59.56"E L37 92.51 \$53° 54' 10.56"W L17 98.94 \$52° 57' 59.56"W L38 96.42 S53° 57' 59.56"W -1.24125~ 95.10 1.18 S53° 54' 10.56"W L39 92.88 S51° 58' 27.56"W L19 94,23 N53° 54' 10.56"E L40 93.05 \$51° 03' 36.56"W L20 93.90 \$54° 57' 02.56"W L41 89,88 \$50° 10' 09.56"W 93.08 N54° 57' 02.56"E L21 L42 185.20 S48° 47' 19.56"W CITY OF CORPUS CHRISTI EXHIBIT "F" - TRACT 3C - 8.646 ACRES S.P.C.C.F. NO. 539670 **DECEMBER 21, 2004** 1.26 L33 L27 129 -L28 1.32 POB

Surveying & Engineering, Inc.

SCALE: 1" = 200"

-L31

411 S. Pearl St., P.O. Box 2322

Rockport, Texas 78381 **:**361-729-6479

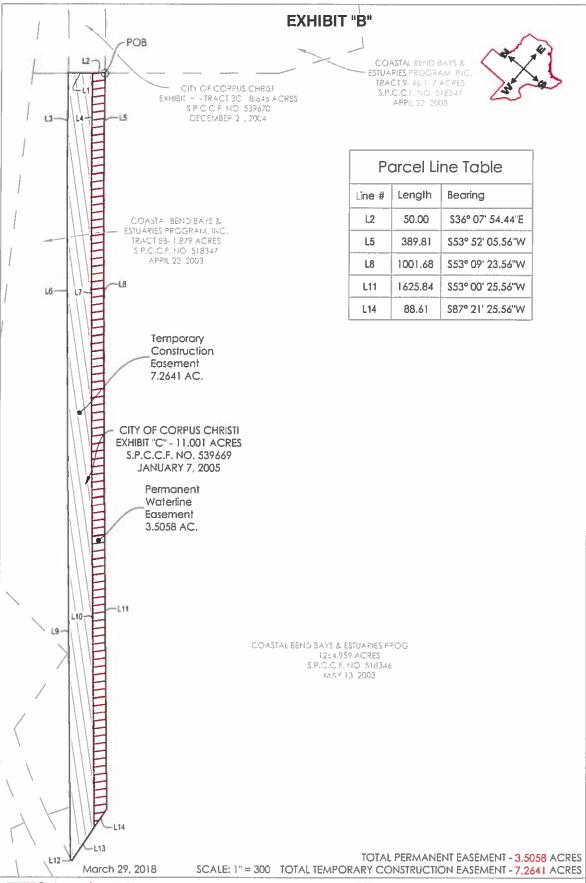
**₹**:361-729-7933 : jerryb@gbsurveyor.com 📸 : www.gbsurveyor.com

File Name: 093 dood.dwg

March 29, 2018

TOTAL PERMANENT EASEMENT - 2.5357 ACRES TOTAL TEMPORARY CONSTRUCTION EASEMENT - 5.0062 ACRES

BEING THE DESCRIPTION OF A FIFTY-FOOT WIDE (50.0") PERMANENT WATER LINE EASEMENT EMBRACING 2.5357 GENERAL BRUNDERS OUT OF A 8.646 ACRE TRACT OF LAND, CONVEYED TO THE CITY OF CORPUS CHRISTI FROM THE COASTAL BEND BAYS AND ESTUARIES PROGRAM, INC. VIA DOCUMENT NO. 539670, REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY AND FURTHER BEING PART OF A 1517.29 ACRE TRACT OF LAND CONVEYED FROM BETTY ANN PAMPLIN, ET AL, TO JOHN S. MCGREGOR BY SPECIAL WARRANTY DEED DATED AUGUST 6, 1993, AND RECORDED IN CLERK'S FILE NO. 415239 OF THE REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS; PART OF A 56.65 ACRE TRACT OF LAND PREVIOUSLY SURVEYED, AND PART OF AN 1432.393 ACRE TRACT OF LAND PREVIOUSLY SURVEYED; SAID 8.646 ACRE TRACT IS COMPRISED OF THE C.C. HORNSBY SURVEY, ABSTRACT 1.59, AND THE J.W.J. OLIMAN SURVEY. ABSTRACT 213, IS SITUATED IN SAN PATRICIO COUNTY, TEXAS, APPROXIMATELY 3 MILES SOUTHWEST OF TOWN OF ODEM.



Surveying & Engineering, Inc.

411 S.Pearl St., P.O. Box 2322

Rockport Texas 78381 **:**361-729-6479

:361-729-7933 : jerryb@gbsurveyor.com :www.gbsurveyor.com

File Name: 095 deed.dwg

Griffith G Brundrett being the description of a fifty-foot wide (50.0") permanent water line easement embracing 3.5058 acres OUT OF AN 11:001 ACRE TRACT OF LAND, BEING PART OF A 1517-29 ACRE TRACT OF LAND CONVEYED FROM BETTY ANN PAMPLIN, ET AL TO JOHN S. MCGREGOR BY SPECIAL WARRANTY DEED DATED AUGUST 6, 1993, AND RECORDED IN CLERK'S FILE NO. 415239 OF THE REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS; PART OF A 398.024 ACRE TRACT OF LAND CONVEYED FROM BETTY ANN PAMPLIN, ET AL, TO JOHN S, MCGREGOR BY SPECIAL WARRANTY DEED DATED AUGUST 6, 1993 AND RECORDED IN CLERK'S FILE NO. 418239 OF THE REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS; AND PART OF A 1432.393 ACRE TRACT OF LAND PREVIOUSLY SURVEYED; SAID 11.001 ACRE TRACT IS COMPRISED OF PORTIONS OF THE J.W.H. OLIMAN SURVEY, ABSTRACT 213, THE JUAN HART & SONS SURVEY, ABSTRACT 10. AND THE VICTORIANO TARES AND PEDRO VILLARREAL SURVEY, ABSTRACT 32, IS SITUATED IN SAN PATRICIO COUNTY, TEXAS, APPROXIMATELY 3 MILES SOUTHWEST OF THE TOWN OF ODEM,