

RECORDED the 1st day of May A. D. 1947 at 11:00 o'clock A. M.

MRS. HENRY E. GOUGER, County Clerk, By Mrs. J. L. Gouger Deputy.

VOL 365 PAGE 324

THE STATE OF TEXAS)
COUNTY OF NUECES)

KNOW ALL MEN BY THESE PRESENTS, that BARNSDALL OIL COMPANY, a corporation, of Tulsa, Oklahoma, hereinafter called "grantor", for and in consideration of One Hundred and Fifty-three Thousand and Two Hundred Dollars (\$153,200.00), cash in hand paid to it by SOUTHWESTERN OIL & REFINING COMPANY, a corporation, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said SOUTHWESTERN OIL & REFINING COMPANY, a corporation, of Corpus Christi, Texas, hereinafter called "grantee", subject to the pipe line easements hereinbelow excepted and reserved, and except as below stated, all of that certain parcel and tract of land located in Nueces County, State of Texas, and described as follows:

A tract of land designated herein as Tract 1, containing 30.64 acres out of an 87.22-acre tract conveyed to Barnsdall Oil Company by West Securities Company on February 10, 1937, out of the P. W. Humphrey 100-acre tract, as of record in the Deed Records of Nueces County, Texas, in Volume 228 at page 153. Said Tract 1 is situated in Nueces County, Texas, about 1 1/2 miles west of the County Courthouse, being one of four tracts designated as Tract 1, Tract 2, Tract 3 and Tract 4, which comprise a 70.83-acre tract embracing 3.18 acres conveyed to Barnsdall Oil Company by Moe Levan on February 9, 1937, out of the P. W. Humphrey 29-acre tract, as of record in the Deed Records of said Nueces County, in Volume 228 at page 152 (the area being shown therein as 3.17 acres) and 67.65 acres out of said 87.22-acre tract conveyed to Barnsdall Oil Company out of the P. W. Humphrey 100-acre tract, said Tract 1 being described by metes and bounds, as surveyed, as follows:

Beginning at a point in the northwest boundary line of the P. W. Humphrey 100-acre tract and southeast boundary line of a 40-acre tract known as the C. S. Parish Tract, now held by Pontiac Refining Corporation, for the west corner of this tract, whence an iron pipe set in concrete, the south corner of said Parish Tract and east corner of a 15-acre tract known as the Compton Tract, bears S.31°41'45"W. 13.00 feet and the west corner of said Humphrey 100-acre tract, formerly marked by a cedar post but now by a drillhole in the concrete base of a fence corner post, bears S.31°41'45"W. 988.03 feet, -

Thence N.31°41'45"E., with the northwest boundary line of said Humphrey 100-acre tract and southeast boundary line of said Parish 40-acre tract. 1035.00 feet to a point, the

west corner of a 29.91-acre tract, designated as Tract 2, out of said Barnsdall 70.83-acre tract, for the north corner of this tract, -

Thence S.58°18'15"E., with the southwest boundary line of said Tract 2, 1285.68 feet to a point in the northwest boundary line of a public street or road, 80.00 feet wide, known as Nueces Bay Boulevard, the south corner of said Tract 2, for the east corner of this tract, being 40.00 feet northwesterly, measured at right angles, from the southeast boundary line of said Humphrey 100-acre tract, -

Thence S.31°15'00"W., with said northwest boundary line of Nueces Bay Boulevard, parallel with and 40.00 feet northwesterly, measured at right angles, from the southeast boundary line of said Humphrey 100-acre tract, 1035.03 feet to a point for the south corner of this tract, whence a concrete monument, 4 inches square, the most easterly south corner of said Barnsdall Oil Company 37.22-acre tract, bears S.31°15'00"W. 317.93 feet, -

Thence N. 58°18'15"W. 1293.74 feet to the place of beginning, -

Containing an area of 30.64 acres, and being the most southwesterly of four tracts out of said Barnsdall 70.83-acre tract.

SAVE AND EXCEPT:

1. The 2-room office building on said premises now being used by Barnsdall Pipe Line Company, and the gauger's house, and all of grantor's gas and water lines laid on said premises are excluded from this conveyance on condition that grantor removes said property from the premises within six (6) months from the date hereof.

2. The 20-inch oil loading line and 4-inch return line of grantor and the 6-inch oil line, or trunk line, of Barnsdall Pipe Line Company, now on said premises, are wholly excluded from this conveyance.

3. Out of the property above conveyed, there is excepted and reserved unto grantor, its successors and assigns, as a covenant running with the land, a perpetual right-of-way and easement, to lay, maintain, operate and continue the operation of, grantor's 20-inch loading line and 4-inch return line, as aforesaid, in their present place and position crossing said land; and there is excepted and reserved unto Barnsdall Pipe Line Company, a corporation, its successors and assigns, as a covenant

running with the land, a perpetual right-of-way and easement, to lay, maintain and operate, and continue the operation of, its 6-inch oil pipe line, or trunk line, as aforesaid, in its present place and position crossing said land; and there is excepted and reserved unto grantor and Barnsdall Pipe Line Company, a corporation, their successors and assigns, as a covenant running with the land, a perpetual right-of-way and easement, to lay, maintain and operate two additional pipe lines, of whatever capacity needed or required by them, or either of them, in the operation of their business, over and across said premises and alongside of and paralleling the aforesaid 20-inch loading line, all as shown upon the plat and survey made by Blucher Engineering Company in March, 1947, upon which the routes and positions of said 20-inch loading line, 4-inch return line and 6-inch trunk line as now laid and established on said premises are delineated. A blue print of said plat is attached to the contract of sale between grantor and grantee, dated April 3, 1947, filed for record on the 25th day of April, 1947, to which contract and plat reference is here made for fuller particulars. Each of said rights-of-way shall constitute a perpetual right, privilege and easement, binding upon all subsequent purchasers and lessees of the land and all other persons, and shall include the right to lay and relay, maintain and operate, inspect, repair, remove, re-place and renew said lines, together with all necessary valves and connections, and the right of ingress to, and egress from, said lines at all times upon, over and across the premises hereby conveyed, without let or hindrance, for all of the purposes aforesaid. Said rights-of-way shall be subject to all of the provisions respecting said pipe lines, including the covenant for re-locating said lines upon said premises, as contained in the aforesaid contract of sale.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said SOUTHWESTERN OIL & REFINING COMPANY, a corporation, its successors and assigns forever.

365 327

And the grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, PROVIDED AND EXCEPT, however, that this conveyance is made subject to, and there is excepted and excluded from grantor's warranty of title, the following:

- (a) That certain reservation of a royalty equal to one-sixteenth (1/16) of all the oil, gas and other minerals produced from said land, as reserved and excepted in that certain deed from West Securities Company to Barnsdall Oil Company dated Feb. 10, 1937, recorded Vol. 225, Page 153, of the Deed Records of Nueces County, Texas.
- (b) Such rights-of-way, telephone and pipe line grants, and such roads and easements, public or private, as may appear of record or may be lawfully established on the premises by grant, reservation, dedication, prescription or user.
- (c) That certain easement and right-of-way across the premises reserved to the grantor in the deed of conveyance by Barnsdall Pipe Line Company to Barnsdall Oil Company, dated December 31, 1940, recorded Vol. 266, Page 373, of the Deed Records of Nueces County, Texas.

IN WITNESS WHEREOF, grantor has executed these presents and caused its corporate seal to be affixed, this 25 day of April, 1947.

ATTEST

Asst. Secretary

BARNSDALL OIL COMPANY

By

Vice-President

STATE OF OKLAHOMA

COUNTY OF TULSA

SS.

Before me, Hazel R. Schofield, a Notary Public, on this 25 day personally appeared D. R. Snow, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice-President of BARNSDALL OIL COMPANY, a Corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and seal of office this 25 day of April, 1947.

Hazel R. Schofield
Notary Public
Hazel R. Schofield

240160

3:00

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Return to:
Rm 21, Hall 1, Bldg
1806 Dime Blvd

RECORDED the 16th day of May A. D. 1947 at 11:00 o'clock A. M.

LRS. HENRY E. COUGER, County Clerk, BY *Marion O. Stone* Deputy.G. T. AT CO. — 3M 1118
1s VOL 365 PAGE 328STATE OF TEXAS.
COUNTY OF NUECES.

Know all men by these presents:

Whereas, on the 10th day of October 19 35 Chas. W. Rossy and wife,

Ella B. Rossy, executed and delivered to Herman W. Behmann and Arno W. Behmann,
one
promissory note (as described as follows:

Being for the principal amount of Two Thousand Two Hundred Dollars (\$2,200.00), bearing interest and payable to the order of Herman W. Behmann and Arno W. Behmann as therein provided and being the same note described in the deed of even date therewith from the said Herman W. Behmann and Arno W. Behmann, conveying the hereinafter described property to the said Chas. W. Rossy and wife, Ella B. Rossy, recorded in volume 217, pages 480-481 of the Deed Records of Nueces County, Texas, and also described in the deed of trust of the same date on said property from Makers thereof to Guaranty Title and Trust Company, Trustee, recorded in volume 106, pages 59-64 of the Deed of Trust Records of Nueces County, Texas, and secured by lien(s) on the following described property, ~~to-wit~~ situated in Nueces County, Texas, to-wit:

Lot No. Four (4) in Block No. Eight (8)
in Bay View No. 3, an addition to Corpus
Christi, Texas, as shown by the official map
or plat of said addition of record in Volume
A, page 25 of the Map Records of Nueces
County, Texas, to which reference is here made
for all pertinent purposes;

Whereas, said note has been fully paid off and discharged, both principal and interest;

NOW, THEREFORE, the undersigned, being

the owner and holder of said note ~~at~~ at the time of said payment,
for and in consideration of the premises, have remised, released, and quitclaimed, and by these presents
do remise, release and quitclaim unto the said Chas. W. Rossy and wife, Ella B. Rossy, their
heirs and assigns, all rights, title, interest, liens and claim in, upon and to the above described property.

Executed on this the 21 day of April A. D. 19 47.

Herman W. Behmann
Arno W. Behmann