

COUNTY OF NUECES

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Pontiac Pipe Line and Export Company, a Texas Corporation, acting herein by and through its officers, duly authorized so to act by its Board of Directors, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, to it paid by Pontiac Refining Corp., a Texas Corporation, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Pontiac Refining Corp. all those certain tracts or parcels of land lying and being situated in Nueces County, Texas, more particularly described as follows, to-wit:

(1)

A tract of land designated herein as Tract 2, containing 29.91 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 2 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 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 2 being described by metes and bounds, as surveyed, as follows:

Beginning at a point in the northwest boundary line of said Humphrey 100-acre tract and southeast boundary line of a 40-acre tract known as the C. S. Parish Tract, now held by the Pontiac Refining Corporation, the north corner of a 30.64-acre tract, designated as Tract 1, out of said Barnsdall 70.83-acre tract, for the west corner of this tract, whence the west 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. 2023.03 feet, -

Thence N. 31° 41' 45" E., with said northwest boundary line of Humphrey 100-acre tract and southeast boundary line of Parish 40-acre tract, 1125.00 feet to a point, the west corner of a 4.91-acre tract, designated as Tract 3, out of said Barnsdall 70.83-acre tract, for the north corner of this tract, whence the north corner of said Humphrey 100-acre tract and west corner of said Humphrey 29-acre tract, formerly marked by a cedar post, but now by a drillhole in the concrete base of a fence corner post, bears N. 32° 41' 45" E. 128.47 feet, -

Thence S. 88° 18' 15" E., with the southwest boundary line of said Tract 3, 247.62 feet to a point in the north-west boundary line of a 3.37-acre tract, designated as Tract 4, out of said Barnsdall 70.83-acre tract, for the most northerly east corner of this tract, -

Thence S. 87° 34' 30" W., with said northwest boundary line of Tract 4, 441.32 feet to a point, the west corner of said Tract 4, for a corner of this tract, -

Thence S. 88° 18' 15" E., with the southwest boundary line of said Tract 4, 301.00 feet to a point in the north-west boundary line of a public road or street, 50.00 feet wide, known as Nueces Bay Boulevard, the south corner of said Tract 4, for the most southerly 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, 654.66 feet to a point, the east corner of said Tract 1, for the south corner of this tract, -

Thence N. 58° 18' 15" W., with the northeast boundary line of said Tract 1, 1285.68 feet to the place of beginning, -

Containing an area of 29.91 acres, and being the second tract from the southwest end of said Barnsdall 70.83-acre tract, and being the same land described in and conveyed to Pontiac Refining Corp. by Barnsdall Oil Company by that certain warranty deed dated April 25, 1947 and recorded in Vol. 285 on pages 320-324 of the Deed Records in the office of the County Clerk of Nueces County, Texas.

(2)

An undivided one-half interest in and to a tract of land designated herein as Tract 3, containing 4.91 acres, of which 2.86 acres are 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, and 2.05 acres are out of a 3.18-acre tract conveyed to Barnsdall Oil Company by Moe Levay 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 given therein as 3.17 acres). Said Tract 3 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 said 3.18 acres conveyed to Barnsdall Oil Company out of the Humphrey 29-acre tract and 67.65 acres out of said 87.22-acre tract conveyed to Barnsdall Oil Company out of the Humphrey 100-acre tract, said Tract 3 being described by notes and bounds, as surveyed, as follows:

Beginning at the north corner of the P. W. Humphrey 100-acre tract and west corner of the P. W. Humphrey 29-acre tract and of the Mary E. V. Blucher 1.86-acre tract, formerly marked by a cedar post but now by a drillhole in the concrete base of a fence corner post, being also the east corner of

the C. S. Parish 40-acre tract, now held by Pontiac Refining Corporation, and south corner of a tract known as the H. G. Sherman 5-acre tract, for the most westerly north corner of this tract,-

Thence S. 58° 45' 00" E., with the northeast boundary line of said Humphrey 100-acre tract and southwest boundary line of said Humphrey 29-acre tract and of said Mary E. V. Blucher tract, 176.20 feet to an iron bar, set flush with the ground, the south corner of said Mary E. V. Blucher tract and west corner of said 3.18-acre tract out of the Humphrey 29-acre tract, for a corner of this tract,-

Thence N. 31° 15' 00" E., with the southeast boundary line of said Blucher 1.86-acre tract and northwest boundary line of said 3.18-acre tract, 100.46 feet to an iron bar set flush with the ground in the southwest boundary line of the 100-foot right of way of the San Antonio, Uvalde & Gulf Railroad, the north corner of said 3.18-acre tract, for the most easterly north corner of this tract,-

Thence S. 61° 23' 30" E., with the southwest boundary line of said railroad right of way and northeast boundary line of said 3.18-acre tract, 753.79 feet to a point, the north corner of a 5.37-acre tract, designated as Tract 4, out of said Barnsdall 70.83-acre tract, for the east corner of this tract,-

Thence S. 27° 34' 30" W., with the northwest boundary line of said Tract 4, - at 135.48 feet, the southwest boundary line of said Humphrey 29-acre tract and of said 3.18-acre tract and northeast boundary line of said Humphrey 100-acre tract and of said 87.22 acre tract, - in all, 271.61 feet to a point, the most northerly east corner of a 29.91-acre tract, designated as Tract 2, out of said Barnsdall 70.83-acre tract, for the south corner of this tract, -

Thence N. 58° 18' 15" W., with the northeast boundary line of said Tract 2, 947.62 feet to a point in the northwest boundary line of said Humphrey 100-acre tract and southeast boundary line of said C. S. Parish 40-acre tract, the north corner of said Tract 2, for the west corner of this tract, -

Thence N. 31° 41' 45" E., with said northwest boundary line of Humphrey 100-acre tract and southeast boundary line of Parish 40-acre tract, 128.47 feet to the place of beginning,-

Containing an area of 4.91 acres, and being out of the north portion of the said Barnsdall 70.83 acre tract; and being the same land described in and conveyed to Pontiac Refining Corp. and Southwestern Oil & Refining Company, jointly, by that certain warranty deed from Barnsdall Oil Company dated April 25, 1941, and recorded in Volume 365 on pages 315-320 of the Deed Records in the office of the County Clerk of Nueces County, Texas.

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 Pontiac Refining Corp., its successors or assigns, forever, and the said Pontiac Pipe Line and Export Company, grantor herein, does hereby

bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Pontiac Refining Corp., its successors or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee assumes payment of all ad valorem taxes for the year 1960.

This conveyance is expressly made subject to all the terms, provisions, exceptions and reservations contained and set forth in Deed from Barnsdall Oil Company to Pontiac Refining Corp., dated April 25, 1947, recorded in Vol. 365, Page 320-324 of the Deed Records of Nueces County, Texas, in deed from Barnsdall Oil Company to Pontiac Refining Corp., et al, dated April 25, 1947, recorded in Vol. 365, pages 315-320, of the Deed Records of Nueces County, Texas, and in Agreement, dated December 12, 1950, by and between Sunray Oil Corporation, Barnsdall Pipe Line Company, Pontiac Refining Corp., and Southwestern Oil & Refining Company, recorded in Vol. 503, page 30 of the Deed Records of Nueces County, Texas.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its duly authorized officers and its common seal to be hereunto affixed by its Secretary, this the 11 day of April 1960.

PONTIAC PIPE LINE AND EXPORT COMPANY

ATTEST:

By E. J. Huggins

Secretary

THE STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared E. J. Huggins of Pontiac Pipe Line and Export Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Pontiac Pipe Line and Export Company and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of April, 1960.

W. E. H. H. H.
Notary Public, in and for Nueces
County, Texas

898-266

PONTIAC PIPE LINE AND EQUIPMENT COMPANY

to

PONTIAC REFINING CORP.

RECORDED
IN
TEXAS

BOOK 11 25

USER

RECORDED, PONTIAC, TEXAS

HIRSCH AND WESTHEIMER

RECORDED the 4 day of May, A. D. 1960 at 2:35 o'clock A. M.

MRS. HENRY E. GOUGER, County Clerk, By *John W. and* Deputy.

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THE STATE OF TEXAS

COUNTY OF NUECES

TRUSTEE'S DEED

WHEREAS, by certain Deed of Trust executed on the 1st day of July, 1955, recorded in Vol. 580, Page 349, Deed of Trust Records, Nueces County, Texas, RICHARD N. GOODWIN and wife, EDITH E. GOODWIN, did convey to HERBERT ALEXANDER, as Trustee, certain property hereinafter described for the purpose of securing and enforcing the payment to ALEXANDER-GLASS INVESTMENT COMPANY, or the holder thereof, or any part thereof, of one (1) certain Note in the amount of NINE THOUSAND EIGHT HUNDRED AND NO/100 (\$9,800.00) DOLLARS, of even date therewith, more particularly described in said Deed of Trust, to which reference is here made; and,

WHEREAS, the aforesaid Note and lien securing the same were duly assigned to BANKERS LIFE COMPANY by instrument dated April 12, 1956, and recorded in Vol. 617, Page 196, Deed of Trust Records of Nueces County, Texas; and,

WHEREAS, the said RICHARD N. GOODWIN and wife, EDITH E. GOODWIN, did convey said property by Warranty Deed to JOHN MILTON JONES and wife, SARAH NANETTE JONES, on the 24th day of March, 1959, said Deed being recorded in Vol. 844, Page 589, Deed Records of Nueces County, Texas, and, under the terms of said Deed, the said JOHN MILTON JONES and wife, SARAH NANETTE JONES, did assume and agree to pay the unpaid balance due and