

178558

FBI 48 MAR 669

GENERAL WARRANTY DEED

THE STATE OF TEXAS }
 COUNTY OF NUECES }

WHEREAS, Port of Corpus Christi Authority of Nueces County, Texas, a navigation district, has declared surplus, has advertised for bids, and has received bids on the land hereinafter described in this deed pursuant to the provisions of Section 60.038 of the Texas Water Code, with the Grantee hereinafter named being the successful bidder;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Port of Corpus Christi Authority of Nueces County, Texas, a political subdivision of the State of Texas acting herein by and through its Port Commissioners, hereunder duly authorized by a resolution of the Port Commission ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by Koch Refining Company, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and does hereby GRANT, SEIL AND CONVEY unto Koch Refining Company, a Delaware corporation with permit to do business in Texas, with offices in Nueces County, Texas, with address of P. O. Box 2608, Corpus Christi, Texas 78403 ("Grantee"), all of the following described tract and parcel of land except as hereinafter noted, located in Nueces County, Texas, and described as follows, to-wit:

BEING a tract situated in Nueces County, Texas, a part of the W.S. McGregor Survey, Abstract 1000 and also being a part of that 35 acre tract described as the "Second Tract" in the deed from Guaranty Trust Company, Trustee to the Nueces County Navigation District No. 1 recorded in Volume 956 at page 252 of the Deed Records of Nueces County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west line of the W.S. McGregor Survey where it is intersected by the south right-of-way line of the Missouri Pacific Railroad for the northwest corner of this tract;

THENCE S. 66° 37' 17" E. along the said south right-of-way line of the Missouri Pacific Railroad a distance of 1185.93 feet to a point for the northeast corner of this tract, said point lying on the centerline of Kaler Avenue of the Viola Townsite as shown on the map thereof recorded in Volume 3 at page 16 of the Map Records of Nueces County, Texas;

THENCE S. 0° 55' 44" E. along the centerline of Kaler Avenue a distance of 1340.03 feet to its intersection with the centerline of Broadway Street of Viola Townsite for the southeast corner of this tract;

THENCE S. 89° 09' 52" W. along the center of Broadway Street a distance of 1081.96 feet to its intersection with the west line of the W.S. McGregor Survey for the southwest corner of this tract;

THENCE N. 0° 53' 33" W. along the west line of the W.S. McGregor Survey a distance of 1826.44 feet to the Point of Beginning forming a tract embracing 39.31 acres.

There is excepted from this conveyance and Grantor reserves to itself, its successors and assigns, all of its non-participating undivided one-half (1/2) interest in the oil, gas and other minerals in, on, under and that may be produced from the above described land. The land conveyed by this deed is all of the land which lies south of the Missouri Pacific Railroad right-of-way out of that seventy-two (72) acres, more or less, conveyed to Grantor by Guaranty Trust Company, Trustee, by deed dated February 27, 1962, recorded in Volume 956, page 252, et seq., Deed Records of Nueces County, Texas. Because of such fact Grantor grants to Grantee, as a covenant running with the land, the right and privilege to designate a drill site and access easement south of said railroad right-of-way at any time, or when called upon by Guaranty Trust Company, its successors and assigns, as provided in the above mentioned deed of February 27, 1962.

Grantor reserves to itself, its successors and assigns, an easement across a portion of the above described land

for open ditch drainage or pipeline purposes, which easement area is described as follows:

BEING a tract situated in Nueces County, Texas, a part of the W.S. McGregor Survey, Abstract 1000 and also being a part of that 35 acre tract described as the "Second Tract" in the deed from Guaranty Trust Company, Trustee to the Nueces County Navigation District No. 1 recorded in Volume 956 at page 252 of the Deed Records of Nueces County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the west line of the W.S. McGregor Survey where it is intersected by the south right-of-way line of the Missouri Pacific Railroad;

THENCE S. 0° 53' 33" E. along the west line of the W.S. McGregor Survey a distance of 535.65 feet to a point for the Point of Beginning and the most westerly northwest corner of this tract;

THENCE N. 89° 06' 27" E. a distance of 60.0 feet to a point for an interior corner of this tract;

THENCE N. 0° 53' 33" W. 60 feet east of and parallel to the west line of the W. S. McGregor Survey, a distance of 508.62 feet to a point in the south right-of-way line of the Missouri Pacific Railroad for the most northerly northwest corner of this tract;

THENCE S. 66° 37' 17" E. along the south right-of-way line of the Missouri Pacific Railroad a distance of 164.54 feet to a point for the northeast corner of this tract;

THENCE S. 0° 53' 33" E. 210 feet east of and parallel to the west line of the W. S. McGregor Survey, a distance of 590.95 feet to a point for the southeast corner of this tract;

THENCE S. 89° 06' 27" W. a distance of 210.0 feet to a point in the west line of the W.S. McGregor Survey for the southwest corner of this tract;

THENCE N. 0° 53' 33" W. along the west line of the W.S. McGregor Survey a distance of 150.0 feet to the Point of Beginning forming a tract embracing 2.36 acres;

NOTE: All bearings refer to State of Texas, Lambert Grid, South Zone.

This conveyance is subject to all easements of every kind and character of record in the office of the County Clerk of Nueces County, Texas, and which affect the above described land.

Grantor also reserves to itself, its successors and legal representatives, the right and option to repurchase the above described land as follows: If Grantee proposes to assign or transfer the above described land to any party other than an affiliate of Grantee, Grantee, its successors and assigns, shall give written notice to Grantor of its intention to make such conveyance and, for a period of ninety (90) days after Grantor receives such notice in writing, Grantor shall have the right and option to repurchase the above described land for the sum of Four Hundred Twenty-Three Thousand Dollars (\$423,000.00). If Grantor exercises its said option by giving timely notice in writing to Grantee, Grantee agrees to reconvey the above described land to Grantor free of any liens and encumbrances and at Grantee's cost to furnish to Grantor an owner's policy of title insurance issued by a company satisfactory to Grantor insuring fee simple title to the land to the Grantor subject to the same reservations and exceptions made in this deed. The term "affiliate" as used herein is a corporation, the controlling interest in which is owned by the same person or corporation owning the controlling interest in Grantee. If, within a period of eight (8) years from the date of this conveyance Grantee or an affiliate of Grantee constructs improvements on the above described land involving an expenditure of Two Million U.S. Dollars or more, then and after the completion of such improvements, this option of Grantor to repurchase shall terminate and cease.

TO HAVE AND TO HOLD the above described land, together with all and singular the rights and appurtenances thereto in anywise belonging unto the above named Grantee, its successors, legal representatives and assigns, forever, and

341 48 673

Grantor does hereby bind itself, its successors and legal representatives, to warrant and forever defend all and singular the above described land unto the Grantee, its successors and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 14th day of January, 1986.

STATE OF TEXAS }
COUNTY OF NUECES }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Nueces County, Texas, as stamped hereon by me, on

FEB 21 1986



Marion Delbridge
COUNTY CLERK
NUECES COUNTY, TEXAS

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: *James C. Storm*
James C. Storm

Eddie Galvan
Eddie Galvan

Mack B. Norris
Mack B. Norris

Richard R. Valls
Richard R. Valls

Joe Galan
Joe Galan

Joe R. Fulton
Joe R. Fulton

J. I. Laird
J. I. Laird

ITS PORT COMMISSIONERS

THE STATE OF TEXAS }
COUNTY OF NUECES }

THIS INSTRUMENT was acknowledged before me on the 16th day of January, 1986, by JAMES C. STORM, EDDIE GALVAN, MACK B. NORRIS, RICHARD R. VALLS, JOE GALAN, JOE R. FULTON, and J. I. LAIRD, Port Commissioners of PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS.

My Commission Expires: 12-14-87

Donna S. Weiss
Notary Public, State of Texas

Donna S. Weiss

Please print name
DONNA S. WEISS

Notary Public, in and for the State of Texas

FILE FOR RECORD

FEB 21 3 00 PM '86

Marion Delbridge

NOTARY PUBLIC'S COMMISSION EXPIRES

VER-5

-5-

DEED RECORDS
VOL 2002 PAGE 421

TITLE USA Company of Corpus Christi

1100

132 853 W 478558
Edward Delbridge
Read