

GF # 103532GP
Stewart Title

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: February 20, 2013

Grantor: NUECES COUNTY, TEXAS

Grantor's Mailing Address: 901 Leopard, Room 303
Corpus Christi, Nueces County, Texas 78401

Grantee: LOCKARD OUTLETS CORPUS CHRISTI BAY, LLC

Grantee's Mailing Address: 4501 Prairie Parkway
Cedar Falls, Iowa 50613

Consideration: Ten Dollars and other valuable consideration.

Property (including any improvements): See Exhibit A

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

- a. Rights of Parties in Possession
- b. Easement Agreement dated February 4, 2004, between Nueces County, a political subdivision of the State of Texas and Nueces County, Water Control & Improvement District #3, recorded as Document No. 2004007392, Official Public Records of Nueces County, Texas. (Surveyor believes that this easement was re-recorded in Document No. 2007060309 of the Official Public Records of Nueces County, Texas as stated on survey)
- c. Easement and Right of Way dated May 31, 1983, from Meta K. Naumann, et al to South Texas Water Authority, recorded under File No. 339140, Volume 1887, Page 131, Deed Records of Nueces County, Texas.

- d. Right of Way Grant dated May 18, 1953, from Clara Hinze, joined by husband, E. H. Hinze to Southern Pipe Line Corporation, File No. 383694, Volume 610, Page 494, Deed Records of Nueces County, Texas. (Blanket)
- e. Right of Way Grant dated December 14, 1953, from Clara Hinze joined by husband, E. H. Hinze to Southern Pipe Line Corporation, File No. 390410, Volume 621, Page 143, Deed Records of Nueces County, Texas. (Blanket)
- f. Right-of-Way Agreement dated May 14, 1965, from Alfred Hinze et al to M. J. Mitchell, File No. 679780, Volume 1085, Page 335, Deed Records of Nueces County, Texas. (Blanket)
- g. Water Utility Easement Agreement dated October 3, 2006, between Nueces County, a political subdivision of the State of Texas and the Nueces County Water Control and Improvement District #3, recorded under Document No. 2007060308, Official Public Records of Nueces County, Texas, and as shown by survey-plat dated February 26, 2008 prepared by Larry A. Fisher, Registered Public Surveyor.
- h. Easement Agreement dated December 6, 2007, between Nueces County, a political subdivision of the State of Texas and the City of Robstown Utility Systems, recorded under Document No. 2007060309, Official Public Records of Nueces County, Texas, and as shown by survey-plat dated February 26, 2008 prepared by Larry A. Fisher, Registered Public Surveyor
- i. Terms and conditions of that certain Reciprocal Easement Agreement dated _____, 2013 by and between Lockard Outlets Corpus Christi Bay, LLC ("Developer") and the County of Nueces ("County"), recorded under Document No. _____, Official Public Records of Nueces County, Texas
- j. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Mrs. Mary Nauman a widow to Neida Nauman Schutz and Oscar Schutz, dated June 14, 1957, recorded as Document No. 484693, Volume 778, Page 134, Deed Records of Nueces County Texas. Corrected and refiled under File No. 486191, Volume 780, Page 346, Deed Records of Nueces County, Texas. Reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- k. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Mrs. Mary Naumann, a widow to William Naumann Meta K. Naumann and Belo E. Naumann, dated June 14, 1957 recorded as Document No. 484694, Volume 778, Page 137, Deed Records of Nueces

County, Texas, reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.

- l. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Mrs. Mary Naumann, a widow to Freda Clara Naumann Koemel, Julius Koemel, John E. Koemel and Julius Koemel Trustee, dated June 14, 1957, recorded as Document No. 484695 Volume 778, Page 140, Deed Records of Nueces County, Texas reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- m. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Belo E. Naumann, et al to James Lawrence Wood et al, dated September 8, 1983, recorded as Document No. 338778, Volume 1886, Page 804, Deed Records of Nueces County Texas, reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- n. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument by and between Freda Naumann Koemel, John E. Koemel and Walieta Koemel Anderson to and with each other, dated April 3, 1981, recorded as Document No. 223483, Volume 345, Page 778; File No. 223484, Volume 345, Page 783; File No. 223485, Volume 345, Page 788; Oil and Gas Records of Nueces County, Texas reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- o. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from E. H. Hinze and wife, Clara Hinze to Melvin Hinze and wife, Dolores Hinze, et al, dated July 1, 1964 recorded as File No. 655004, Volume 1046, Page 289, Deed Records of Nueces County, Texas, reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- p. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from E. H. Hinze and wife, Clara Hinze to Melvin Hinze and wife, Dolores Hinze, et al, dated January 2, 1965 recorded as File No. 668918, Volume 1067, Page 421, Deed Records of Nueces County, Texas, reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.

- q. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Herbert E. Hinze and wife, Leona Z. Hinze and Melvin E. Hinze and wife, Dolores E. Hinze to Alfred F. Hinze and wife, Alice H. Hinze, dated March 1, 1988, recorded as Document No. 616057, Volume 2113, Page 90, Official Public Records of Nueces County, Texas, reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- r. All mineral and/or royalty interest, the royalties, bonuses rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Clara K. Hinze to Herbert Hinze and wife, Leona Hinze, Alfred Hinze and wife, Alice Hinze, and Melvin Hinze and wife, Dolores Hinze, dated April 28, 1982, recorded as Document No. 268872, Volume 355, Page 392, Oil and Gas Records of Nueces County, Texas, reference to which instrument is here made for all purposes. Title to said interest not checked subsequent to date of aforesaid instrument.
- s. Mineral and/or royalty interest, the royalties, bonuses, rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Alfred F. Hinze and wife, Alice H. Hinze to Robstown Area Development Commission dated September 11, 2002, recorded on September 11, 2002 as Document No. 2002043557 of the Official Public Records of Nueces County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- t. Mineral and/or royalty interest, the royalties, bonuses, rentals and all other rights in connection with said mineral and/or royalty rights, bonuses and rentals described in instrument from Robstown Area Development Commission to The County of Nueces Texas dated September 11, 2002 recorded on September 11, 2002 as Document No. 2002043558 of the Official Public Records of Nueces County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
- u. Rights of tenants, as tenants only, under unrecorded leases.
- v. Any visible and apparent easement, either public or private, not disclosed by the Public Records, including but not limited to unrecorded easements now in use on the land.
- w. Rights of the public to use, occupy and enjoy any portion of the subject property lying within a road right of way or easement.
- x. Memorandum Giving Notice of Gas Purchase Agreement by and between Delhi Gas Pipeline Corporation, and M. J. Mitchell dated March 18, 1976, filed for

record as File No. 5222, Volume 309, Page 716, Oil and Gas Records of Nueces County, Texas.

- y. Terms and provisions of the oil, gas and mineral lease dated March 20, 1922, from Tom Mrazek, Lessor, to H. O. Radcliffe Lessee, recorded in Volume 4, Page 48, Oil and Gas Lease Records of Nueces County, Texas. The Company makes no representation as to the present ownership of this interest.
- z. Terms and provisions of the oil, gas and mineral lease dated April 14, 1947, from Mrs. Clara Hinze and husband, Emil H. Hinze, Lessor, to William Marks, Lessee, recorded under Document No. 240301, Volume 85, Page 323, Oil and Gas Lease Records of Nueces County, Texas. The Company makes no representation as to the present ownership of this interest.
- aa. Terms and provisions of the oil, gas and mineral lease dated May 20, 1952, from E. H. Hinze and wife, Clara Hinze, Lessor, to Jeff Carr, Lessee, recorded under Document No. 350317, Volume 125, Page 435, Oil and Gas Lease Records of Nueces County Texas. The Company makes no representation as to the present ownership of this interest.
- bb. Terms and provisions of the oil, gas and mineral lease dated April 3, 1980, from Clara K. Hinze, Lessor, to Goldking Properties Co., Lessee, recorded under Document No. 179867 Volume 336, Page 834, Oil and Gas Lease Records of Nueces County, Texas. Amended by instrument dated May 6, 1980, File No. 190583, Volume 338, Page 804, Oil and Gas Records of Nueces County, Texas. The Company makes no representation as to the present ownership of this interest.
- cc. Terms and provisions of the oil, gas and mineral lease dated March 26, 1982, from Clara K. Hinze, Lessor, to Goldking Properties Company, Lessee, recorded under Document No. 269800 Volume 355, Page 606, Oil and Gas Lease Records of Nueces County, Texas. The Company makes no representation as to the present ownership of this interest.
- dd. Terms and provisions of the oil, gas and mineral lease dated September 18, 1987, from Melvin E. Hinze and wife, Dolores Hinze, Alfred F. Hinze and wife, Alice Hinze, Herbert E. Hinze and wife, Leona Hinze, Lessor, to Sandia Oil & Gas Corp. Lessee, recorded under Document No. 584434, Volume 393, Page 648, Oil and Gas Lease Records of Nueces County, Texas. Amended by instrument dated September 18, 1989, File No. 681758, Volume 406, Page 417, Oil and Gas Records of Nueces County, Texas. The Company makes no representation as to the present ownership of this interest.
- ee. Unit Designation Agreement executed by Goldking Properties Company, to the Public, for the Hinze-Naumann Oil Unit No. 1 dated September 9, 1980, recorded

under File No. 194330, Volume 339, Page 620, Oil and Gas Records of Nueces County, Texas.

- ff. Unit Designation Agreement executed by Goldking Properties Company, to the Public, for the Hinze-Naumann Studer Sand Gas Unit No. 1, dated December 2, 1980, recorded under File No. 205393, Volume 341, Page 590, Oil and Gas Records of Nueces County, Texas; and refile dated May 12, 1981, filed for record May 18, 1981, under File No. 224497, Volume 346, Page 175, Oil and Gas Records of Nueces County, Texas. Together with all rights incident to the owners and lessees of the minerals. Title to said interest not checked subsequent to date of aforesaid minerals.
- gg. Utility Conveyance Agreement and Grant of Right-of-Way Easement effective October 20, 2010, by and between the Nueces County Water Control & Improvement District #3 and Nueces County, Texas, recorded under Document No. 2010041071, Official Public Records of Nueces County, Texas.

Restrictions:

The Property shall be used only for commercial, retail and hospitality (hotels, motels and restaurants only) purposes subject to the restrictions set forth below. Any and all development activity undertaken on the Property must be performed in strict compliance with the restrictions.

Grantee accepts this Deed to the Property with the inclusion of the following restrictive covenants, which shall be covenants running with the land which shall be binding on Grantee, its successors and assigns for a period of twenty-five (25) years, and for so long thereafter as the Grantor maintains the Fairgrounds on the property described in Exhibit B to this deed:

(a) No building on the Property shall have a height in excess of fifty (50) feet above the building's ground floor grade.

(b) No building on the Property shall have more than two occupied stories.

(c) No portion of the Property may be utilized for the purposes of a stadium, arena, convention center or similar facility as currently operated on the Fairgrounds by the Grantor as of the date of this Agreement.

(d) Exposed front building façades will be faced with masonry, including brick, CMU, natural and synthetic stone or stucco, architectural concrete, pre-cast concrete, or cement board siding.

(e) Roofs shall have parapet walls with height sufficient to shield any roof mounted mechanical equipment when viewed from the Project's parking areas.

(f) The improvements on the Property will be designed and constructed to include one or more non-exclusive pedestrian and vehicular connections between the parking areas for the Project and the Fairgrounds at locations to be agreed upon by Developer and the Grantor.

(g) Areas which are intended for loading or for trash receptacles, recycling or trash removal shall be located at the side of or in the rear of buildings, and shall be screened and shielded from view by fencing or landscaping.

(h) The improvements constructed on the Property shall feature landscaping at the entrance along Shamsie Blvd., and trees and landscaping shall be installed according to sound landscape and horticultural principles applicable to South Texas and maintained in a neat and attractive manner. The use of native vegetation and other lower maintenance landscape materials will be encouraged to promote environmental protection, energy efficiency, and water conservation.

(i) The outlet center improvements constructed on the Property shall have wide sidewalk areas, outdoor benches and other seating areas for persons visiting the shops to walk comfortably and to rest.

(j) The outlet center improvements shall be maintained in a neat and attractive manner.

(k) The Property shall not include any of the following uses:

(i) Warehouse, or for any assembling, manufacturing (other than cooking, baking and other preparation of food products for sale), distilling, refining, smelting, agricultural (other than the sale of agricultural products and the preparation thereof for sale) mining operations, oil and gas drilling operations or the operation of a pipe yard; provided however, distilling shall be allowed if it is specifically limited to restaurants and micro-breweries;

(ii) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);

(iii) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);

(iv) Central laundry, dry cleaning plant, or Laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site services oriented to pickup and delivery by the ultimate customer, including nominal supporting facilities, or to laundry facilities for any tenant or occupant of the Project for such tenant's or occupant's own towels, linens, and uniforms used in its premises;

(v) Selling or leasing automobiles, trucks, trailers, or recreational vehicles;

(vi) Dance hall or gymnasium;

(vii) Funeral home or mortuary;

(viii) "Adult only" store for the sale or rental of pornographic material or other sexually explicit material (provided that this restriction shall not preclude the sale or rental of X rated or "NR" rated or similar materials as an incidental part of the operation of bookstores or other multi-media stores);

(ix) Flea market;

(x) Car wash; provided however, a fully enclosed, self-serve car wash shall be permitted;

(xi) Operation whose principal use is a massage parlor, provided this shall not prohibit massages in connection with a beauty salon, athletic facility, spa or permitted health club;

(xii) Tattoo parlor;

(xiii) Church, school (other than cooking and other home economic classes conducted by any tenant or occupant of the Project), or related religious or educational facility;

(xiv) General office facilities to the extent that they exceed twenty-five percent (25%) of the leaseable square feet of the Project;

(xv) Bar or other establishments who principal business is the sale of alcoholic beverages for consumption on premises;

(xvi) Off-premises billboard advertising signs; or

(xvii) Pawn shops.

Such covenants may be modified or terminated by the mutual agreement of the Commissioners Court of Grantor and Grantee, or its successors and assigns as the owners of the Property.

GRANT OF PROPERTY:

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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

way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, when the claim is made by, through or under Grantor, but not otherwise.

It is understood and agreed that other than the warranties of title contained in this deed, and other than the warranties and representations expressly made in that certain Purchase and Sale Agreement between the Grantor and Grantee (the "Agreement"), the Grantor has not made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, projections, valuation, marketability, suitability for a particular purpose, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Grantee agrees that, with respect to the Property, Grantee has not relied upon and will not rely upon, either directly or indirectly, any representations or warranties of the Grantor (other than the warranties and representations contained in the Agreement). Grantee represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of its consultants, and that Grantee has conducted or had the opportunity to conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and relies upon same, and assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by its inspections and investigations. Grantee acknowledges and agrees that the Grantor is conveying to Grantee and Grantee is accepting the Property "AS IS, WHERE IS, WITH ALL FAULTS," and there are no oral agreements, warranties or representations, collateral to or affecting the Property by the Grantor or any third party other than those expressly contained in the Agreement. In no event is the Grantor responsible or liable for latent or patent defects or faults, if any, in the Property, or for remedying or repairing same, including, but not limited to, defects relating to asbestos or asbestos containing materials, underground storage tanks or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, water wells, septic tank systems, utilities or any improvements located on the Property or shown on any plat of the Property.

THE AGREEMENT WAS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND THE GRANTOR'S REPRESENTATIONS TO GRANTEE EXPRESSLY SET FORTH IN THE AGREEMENT.

THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

AS BETWEEN THE GRANTOR AND THE GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN ON THE DATE OF THIS DEED. GRANTEE HEREBY INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT OR PATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE GRANTOR'S REPRESENTATIVES. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE DATE OF THE AGREEMENT BETWEEN THE GRANTOR AND GRANTEE THAT WOULD OTHERWISE IMPOSE ON THE GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

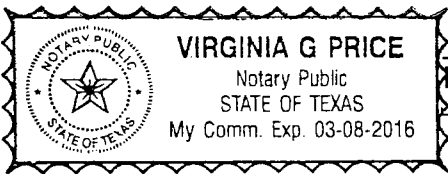
When the context requires, singular nouns and pronouns include the plural.

NUECES COUNTY, TEXAS

By: *Samuel L. Neal Jr.*
Samuel L. Neal Jr.
County Judge

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this 20th day of February, 2013, by Samuel L. Neal, Jr., County Judge of the Nueces County, Texas, on behalf of such county.



Virginia G Price
Notary Public, State of Texas

GRANTEE:

Lockard Outlets Corpus Christi Bay, LLC
an Iowa limited liability company

By: L-D Managers, ^{LLC,} an Iowa limited liability
company, its sole manager

By: Lockard Asset Managers, LLC, an Alaska
limited liability company, its sole manager

By: *RLS*
Robert L. Smith, Jr.
Manager

THE STATE OF Iowa §
 §
COUNTY OF Black Hawk §

This instrument was acknowledged before me on this 18th day of February,
2013, by Robert L. Smith, Jr., manager of Lockard Asset Managers, LLC, an Alaska
limited liability company, the sole manager of L-D Managers, ^{LLC,} an Iowa limited liability
company, sole manager of Lockard Outlets Corpus Christi Bay, LLC, an Iowa limited
liability company, on behalf of such company.



Markita L. Peterson
Notary Public, State of Iowa

AFTER RECORDING, RETURN TO:

Ginny Price
Stewart Title
711 N. Carancahua St., Ste. 107
Corpus Christi, Texas 78401
Phone 361-883-7822
Fax 361-883-0711

EXHIBIT A

PROPERTY DESCRIPTION

BEING a tract or parcel of land situated in Lot 15, of The Geo. H. Paul Subdivision, of The Driscoll Ranch, an addition to the City of Robstown, Texas, as recorded in Map "D", Volume 2, Page 34, Map Records of Nueces County, Texas, and being part of a 79.557 acre tract and part of a 82.63 acre tract as recorded in Document No. 2002043558 of the Official Public Records, Nueces County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northwest corner of a 28.01 acre tract of land as recorded in Document Number 2007028191, Official Public Records, Nueces County, Texas, same being the southwesterly right-of-way line of U. S. Highway 77 and the most north corner of this herein described 49.396 acre tract of land;

THENCE South 00°10'53" West, departing said right-of-way line and along the west line of said 28.01 acre tract and the east line of said 79.557 acre tract, a distance of 300.16 feet to a 1" iron pipe found on the southwest corner of said 28.01 acre tract and being an inner corner of the herein described tract;

THENCE South 89°40'29" East, along the south line of said 28.01 acre tract and the north line of this tract, a distance of 1045.12 feet to a 5/8" iron rod set with red cap stamped "Naismith Eng. C.C., Tx." for corner;

THENCE South 40°11'02" West, departing said common line and across said 82.63 acre tract and also across said 79.557 acre tract, a distance of 1988.93 feet to a 5/8" iron rod set on the proposed north right-of-way line of Terry Shamsie Boulevard (145' Access Easement), same being the southeast corner of this tract;

THENCE North 89°48'20" West along said proposed north right-of-way line, a distance of 898.92 feet to a 5/8" iron rod set for corner;

THENCE North 68°52'06" West, continuing along said proposed north right-of-way line, a distance of 315.55 feet to a 5/8" iron rod set for corner;

THENCE North 22°54'57" West, continuing along said proposed north right-of-way line, a distance of 69.66 feet to a 5/8" iron rod set on the southeasterly right-of-way line of U.S. Highway 77 and the beginning of a non-tangent curve to the right, having a central angle of 20°23'09", a radius of 1692.98 feet and a chord bearing and distance of N 34°09'35" E, 599.19 feet;

THENCE in a northeasterly direction with said curve to the right, a distance of 602.36 feet, to a 5/8" iron rod set for the point of tangency on said southeasterly right-of-way line of said U.S. Highway 77 for corner;

THENCE North 44°21'09" East, along said right-of-way and the west line of this tract line, a distance of 1606.58 feet to the POINT OF BEGINNING and containing 2,151,696 square feet or 49.396 acres of land, more or less.

EXHIBIT B

All parts of the following tract not contained in the foregoing Exhibit A:

TRACT I:

Being 79.557 acres out of Lot 15 of the George H. Paul Subdivision of the Driscoll Ranch (Map "D" Vol. 2, Pg. 34, Map Records), Nueces Co., Texas. Said 79.557 acre tract being a portion of a 114.23 acre tract deeded to James Lawrence Wood and Richard L. Wood, Trustees for Marie Jean Farley, by Belo E. Naumann et al, on September 8, 1983, and is found in Vol. 1886, Pages 804-809, of the Deed Records of Nueces County, Texas. Said 79.557 acre tract being more particularly described by metes and bounds to wit:

Beginning at a 3/4" pipe found in the Southeast corner of this tract, the North line of Main Street, the East line of Lot 15 & the West line of Lot 14 both from said G. H. Paul Subd. (the Clara Hinze Tract 102.00 acres Vol. 306, Pg. 195-196) from whence the Southeast corner of said Lot 15 bears S 0° 11' 40" W 881.20' to a cotton spindle.

Thence S 88° 59' 48" W 8.17' with the South line of this tract, the North line of Main Street (Vol. 883, Pg. 361), set a 5/8" I. R. for a corner.

Thence with a curve to the right with a Delta of 5° 42' 38", a length of 280.55' & a radius of 2814.79' with the South line of this tract, the North line of Main Street set a 5/8" I. R. for a corner.

Thence N 85° 17' 34" W 15.73' with the South line of this tract the North line of Main Street set a 5/8" I. R. for a corner.

Thence with a curve to the left with a Delta of 5° 42' 38", a length of 290.51' & a radius of 2914.79' with the South line of this tract, the North line of Main Street, set a 5/8" I. R. for a corner.

Thence S 88° 59' 48" W 544.89' with the South line of this tract, the North line of Main Street, set a 5/8" I. R. for a corner.

Thence with a curve to the left (Westerly) with a Delta of 3° 51' 42", a length of 196.45', & a radius of 2914.79' set a 5/8" I. R. in the North line of Main Street, the Southwest corner of this tract, & the East line of the Nueces Co. Drainage District #2 ditch (Vol. 1493, Pg. 784, Tracts 4A & 4C).

Thence N 5° 10' 49" E 951.59' with the West line of this tract, the East line of said ditch & the West line of South Texas Water Authority (Vol. 1887, Pg. 147) (CPL Esmt. 1, Vol. 1996, Pg. 673-680), found a 5/8" I. R. for an interior corner.

Thence N 72° 13' 02" W 306.62' with the Southwest line of this tract, the Northeast line of said ditch, the Southwest line of said STWA water line (CPL Esmt. 2, Vol. 1996, Pg. 681-686) found a 5/8" I. R. for the upper Southwest corner of this tract & the East line of U. S. 77 (Vol. 1144, Pg. 471-474) for a corner.

Thence with a curve to the left (Northerly) with a Delta of 3° 35' 36", a length of 106.65', & a radius of 1700.58' found a 5/8" I. R. in the West line of this tract, the West line of said STWA line, & the East line of said U. S. 77 for a corner.

Thence with a curve to the right (Northeasterly) with a Delta of 23° 53' 38", a length of 416.51', & a radius of 998.78' set a 5/8" I. R. in the West line of this tract, the West line of the STWA line & the East line of U. S. 77 for a corner.

Thence with a curve to the right (Northeasterly) with a Delta of $21^{\circ} 36' 46''$, a length of 638.62', & a radius of 1692.98' with the U. S. 77 R. 0. W. the Northwest line of this tract, & the Northwest line of said STWA line, found a 5/8" I. R. for a corner.

Thence N $44^{\circ} 20' 01''$ E 1558.52' with the Northwest line of this tract, the Southeast line of U. S. 77 found a 5/8" I. R. for a corner.

Thence with a curve to the right (Northeasterly) with a Delta of $1^{\circ} 14' 48''$, a length of 48.22', & a radius of 2216.25' found a 5/8" I. R. in the Northeast corner of this tract & the west line of said Clara Hinze tract.

Thence S $0^{\circ} 11' 40''$ W 3232.31' with the East line of this tract, the West line of Lot 14 of said Subd. & Clara Hinze's tract to the place of beginning.

TRACT II:

An 82.63 acre tract of land, more or less, being out of a 109.00 acre tract (Alfred Hinze), as described in that Instrument recorded in Volume 2113, Page 90 of the Deed Records of Nueces County, Texas, situated in Block 14 of the George H. Paul Subdivision "D" of the Driscoll Ranch, as shown on that map recorded in Volume 2, Page 34 of the Map Records of Nueces County, Texas, in the Mariano Lopez De Herrera Survey, A-606, in Nueces County, Texas. Being more fully described by metes and bounds as follows:

BEGINNING: at a 3/4" Iron Rod found for the Northwest corner of this tract, on the West line of Block 14, the East line of Block 15 of the George H. Paul Subdivision "D" of the Driscoll Ranch, also being the Southwest corner of a 23.67 acre tract (Melvin Hinze), as described in that Instrument recorded in Volume 2113, Page 78 of the Deed Records of Nueces County, Texas, on the East line of a 79.557 acre tract (Robstown Area Development Commission), as described in that Instrument recorded under Document No. 1997037280 of the Official Records of Nueces County, Texas;

THENCE: S $89^{\circ} 40' 17''$ E - 1,201.34 feet with the North line of this tract, the South line of said 23.67 acre tract, to a 3/4" Iron Rod found for the Northeast corner of this tract, also being the Southeast corner of said 23.67 acre tract, on the West line of a 250 acre tract (Dorothy Mattiza, et al), as described in that Instrument recorded under Document No. 1998056321 of the Official Records of Nueces County, Texas;

THENCE: S $00^{\circ} 14' 34''$ E - 2,954.24 feet with the East line of this tract, the West line of said 250 acre tract to a Railroad Spike set in the centerline of Main Street (County Road 40), a 100 foot Right of Way for the Southeast corner of this tract;

THENCE: S $89^{\circ} 00' 21''$ W - 1,224.14 feet with the South line of this tract, the centerline of Main Street to a Cotton Spindle found for the Southwest corner of this tract, on the West line of Block 14, the East line of Block 15 of the George H. Paul Subdivision "D" of the Driscoll Ranch;


THENCE: N $00^{\circ} 11' 40''$ E - 2,982.36 feet with the West line of this tract, the East line of said 79.557 acre tract, to the POINT OF BEGINNING, and containing 82.63 acres of land, more or less.

GF # 703532 GP
Stewart Title

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e-Filed & e-Recorded in the
Official Public Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$71.00

Any provision herein which restricts the Sale, Rental
or use of the described REAL PROPERTY because of
Race, Color, Religion, Sex, Handicap, Familial Status
or National Origin is invalid and unenforceable
under FEDERAL LAW, 3/12/89

STATE OF TEXAS
COUNTY OF NUECES
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND
AT THE TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS

 *Diana T. Barrera*
COUNTY CLERK
NUECES COUNTY, TEXAS