

Correction Deed

DATE:

~~November 8~~
October 8, 1996

587090

GRANTORS:

SALINAS INVESTMENTS, a Texas General Partnership, acting by and through ROBERTO R. SALINAS, its Managing Partner, and SALVADOR GARCIA, JR.

GRANTOR'S MAILING

ADDRESS (including county):

SALINAS INVESTMENTS

SALVADOR GARCIA, JR.

Attn.: Roberto Salinas

P.O. BOX 3125

1520 East Fremont

Laredo, Webb County,

Laredo, Webb County,

Texas 78044

Texas 78040

GRANTEE:

THE COUNTY OF WEBB, a political subdivision of the State of Texas

GRANTEE'S MAILING

ADDRESS (including county):

1110 VICTORIA, LAREDO, WEBB COUNTY, TEXAS 78040

CONSIDERATION:

TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, including the public, charitable, and beneficial use which is to be made of the property by grantee, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (including any improvements):

The SURFACE and the SURFACE ONLY of a 15.006 acre tract of land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference as if set out in full for all intents and purposes.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. All oil, gas and other minerals.
2. All valid and subsisting oil, gas and mineral leases, oil and gas leases, oil, gas and sulphur leases, other mineral leases, co-lessee's agreements, lease ratifications and extensions and subleases of any of the foregoing, as appropriate, which have been granted by Grantor or Grantor's predecessors in title;
3. All easements, rights-of-way, restrictions, exceptions, reservations, burdens, encumbrances, conditions, limitations, interests, instruments, agreements and other matters, which burden or affect the property, including, without limitation, city, county, or governmental ordinances and restrictions against use, taxing district impositions and any other burdens against the property;
4. Taxes for the current year and subsequent years, and rollback taxes imposed as a result of any change of the use of the land by any party.

Grantee shall have an easement for ingress and egress over and across other property of Grantors so as to afford access to the above described property to and from U.S. Highway 83. Said easement shall be no more than thirty feet (30') in width and shall be located so as not to unreasonably impair the development of the balance of Grantors' land. Grantors shall have the right to designate the original location of such easement so long as such designation provides reasonably convenient access to and from the above described property and U.S. Highway 83;

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and Grantors shall have the right, from time to time, to relocate said easement at Grantor's cost in connection with subdivision, platting and/or use of the balance of Grantors' land or any part thereof. Upon the platting of any part of Grantors' remaining lands, the dedicated roadways and easements provided for in the plat(s) shall replace, and be lieu of, the said easement, as originally located by Grantors. Grantors covenant and agree that the dedicated roadways and easements in such plat(s) of the balance of Grantors' property shall provide reasonably convenient access to the above described property. The easement herein granted to Grantee shall automatically terminate at such time as Grantors have platted portions of Grantors' remaining lands so as to afford access to and from the above described property herein conveyed to Grantee over dedicated roadways and easements.

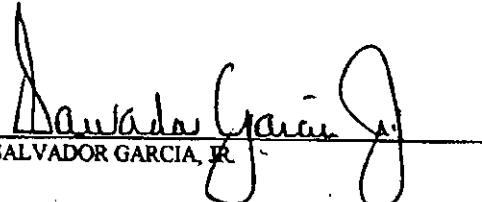
GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS AND CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor, and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

GRANTORS reserve unto themselves and except from this conveyance any and all water rights appurtenant to the above described property or any part thereof.

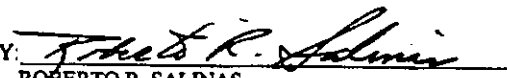
This is a correction deed executed by the GRANTOR and accepted by the GRANTEE in order to correct that certain prior Warranty Gift Deed dated July 11, 1996 and recorded in volume 422 page 593 of the Official Public Records of Webb County, wherein through error or mistake Grantor failed to reserve unto itself water rights appurtenant to the above described property; and this correction deed is executed to correct said error or mistake and is made and accepted in substitution of said prior deed dated July 11, 1996.

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

GRANTORS:


SALVADOR GARCIA, JR.

SALINAS INVESTMENTS,
A Texas General Partnership

BY: 
ROBERTO R. SALINAS,
MANAGING PARTNER

GRANTEE

WEBB COUNTY
A political subdivision of the State of Texas

BY: 
MERCURIO MARTINEZ, JR.
WEBB COUNTY JUDGE

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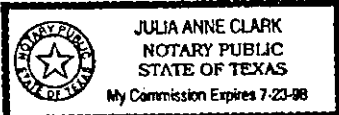
Webb County - Rio Bravo North Ditch
Salinas Investments Tract
15.006 Acre Tract
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ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 9th day of November, 1996, by the said ROBERTO R. SALINAS, Managing Partner of SALINAS INVESTMENTS, a Texas General Partnership, on behalf of said Texas General Partnership.

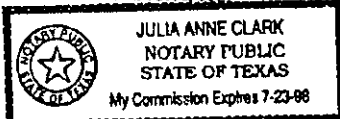


Julia Anne Clark
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 8th day of November, 1996, by SALVADOR GARCIA, JR.



Julia Anne Clark
Notary Public, State of Texas

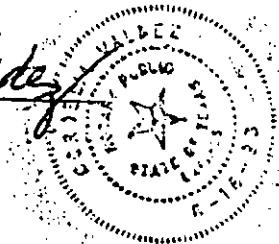
STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 21st day of November, 1996, by the MERCURIO MARTINEZ, JR., County Judge, Webb County, on behalf of Webb County, a political subdivision of the State of Texas.

Mercurio L. Martinez
Notary Public, State of Texas

FILED: 11-21 1996
TIME: 4:55 P.M. HENRY FLORES
WEBB COUNTY CLERK, WEBB COUNTY, TEXAS
BY _____ DEPUTY



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Meters and Bounds Description
of a
15.006 Acre Tract
Porcion 46, Abstract 478
Blas Treviño Original Grantee
Webb County, Texas

Being a tract of land containing 15.006 acres of land, more or less, being a part of Porcion 46, Abstract 478, Blas Treviño Original Grantee, in Webb County, Texas, this 15.006 acre tract being out of a tract of land called to contain 664.03 acres (net acreage), more or less, and conveyed by Horace Eugene McKendrick and wife, Annie Pearl McKendrick to Octavio Salinas, Roberto Salinas, Rogelio Salinas, and Raymundo O. Salinas (father and sons respectively) by deed dated July 7, 1973 and recorded in Volume 439, Pages 482-487 of the Webb County Deed Records (herein after referred to as the Salinas Tract), this 15.006 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point at fence on the occupied and recognized south boundary line of Porcion 46 and north boundary line of Porcion 47, on the north line of the Rio Bravo Subdivision as per plat recorded in Volume 3, Page 42-A of the Webb County Plat Records, this point being on the southerly line of the Salinas Tract, this point being the southwest corner of Lot 1, Block 1 of the UISD Rio Bravo Subdivision (Salvador Garcia Middle School) as per plat recorded in Volume 15, Page 51 of the Webb County Plat Records, and this point is the southeast corner of this tract;

THENCE with the occupied and recognized south boundary line of Porcion 46 and north boundary line of Porcion 47, the north line of the Rio Bravo Subdivision and the south line of the Salinas Tract and the south line hereof, as follows: (Bearings indicated hereon are based on those shown on the plat of the Rio Bravo Subdivision Unit 1, recorded in Volume 3, Page 42-A of the Webb County Plat Records; call as per the aforementioned deed for the south line of the Salinas Tract is North 89°54' West)

THENCE South 89°56'50" West 1032.91 Feet to a point of deflection to the left;

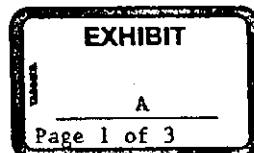
THENCE South 89°52'55" West 4320.00 Feet to a point of deflection to the right;

THENCE North 89°47'02" West 534.40 Feet to a point of deflection to the left;

THENCE North 89°56'00" West 916.95 Feet to a point for the southwest corner of the Salinas Tract and the southeast corner of a tract of land called to contain 17.0 acres and identified as Share 2, Tract Number 1-B and conveyed to William Hudson McKendrick, Jr. by Partition Agreement between William Hudson McKendrick, Jr. and wife, Lois L. McKendrick and Horace Eugene McKendrick and wife, Annie Pearl McKendrick dated July 10, 1965 and recorded in Volume 324, Pages 394-406 of the Webb County Deed Records, this point being the southeast corner of a 1.284 acre tract also surveyed on this date and is the southwest corner of the Salinas Tract and the southwest corner of this tract;

THENCE North 24°26'32" East 98.81 Feet partly with fence on the westerly line of a double fence line with the southeasterly line of said Share 2, Tract Number 1-B, the southeasterly line of a 1.284 acre tract also surveyed on this date and the northwesterly line of the Salinas Tract, the most northwesterly line hereof to a point for the most westerly northwest corner of this tract;

Continued on Page 2 of 2 Pages



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THENCE along a northerly line hereof, same being a line that is ninety (90') feet north of and parallel to the occupied and recognized south boundary line of Porcion 46 and north boundary line of Porcion 47, the north line of the Rio Bravo Subdivision and the south line of the Salinas Tract, as follows:

THENCE South 89°56'00" East 876.29 Feet to a point of deflection to the right;

THENCE South 89°47'02" East 534.25 Feet to a point of deflection to the left;

THENCE North 89°52'55" East 4319.79 Feet to a point of deflection to the right;

THENCE North 89°56'50" East 912.89 Feet to a point of deflection to the left at a clip corner;

THENCE North 44°55'27" East 42.41 Feet along a clip corner and a northwesterly line hereof to a point of deflection to the left;

THENCE North 00°05'56" West 447.50 Feet along a westerly line hereof, same being a line that is ninety (90') feet west of and parallel to the westerly line of the UISD Rio Bravo Subdivision (Salvador Garcia Middle School) as per plat recorded in Volume 15, Page 51 of the Webb County Plat Records to a point on the southerly line of an existing thirty (30') foot wide Valero Transmission Company gas line easement for the most northerly northwest corner of this tract;

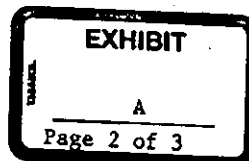
THENCE South 86°02'48" East 90.23 Feet with the the southerly line of the thirty (30') foot wide Valero Transmission Company gas line easement and the most northerly line hereof to a point on the westerly line of the aforementioned UISD Rio Bravo Subdivision (Salvador Garcia Middle School) for the northeast corner of this tract;

THENCE South 00°05'56" East 561.19 Feet with the westerly line of the aforementioned UISD Rio Bravo Subdivision (Salvador Garcia Middle School) and most easterly line hereof to the PLACE OF BEGINNING and containing 15.006 acres of land, more or less.

STATE OF TEXAS §
COUNTY OF WEBB §

I, A.J. Medina, Registered Professional Land Surveyor No. 3418, Texas, do hereby certify that the foregoing field notes and attached map were prepared from a survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. The source of bearings used on this survey is the plat of the Rio Bravo Subdivision recorded in Volume 3, Page 42-A of the Webb County Plat Records. This the 23rd day of January, 1996.


A.J. Medina
Registered Professional Land Surveyor No. 3418, Texas



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