

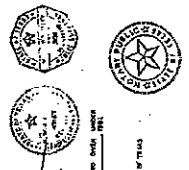
APPROVED: CITY OF CRYSTAL BEACH

RECORDED
 FILED FOR RECORD
 DEDICATION

MAP RECORDS
 DEDICATION

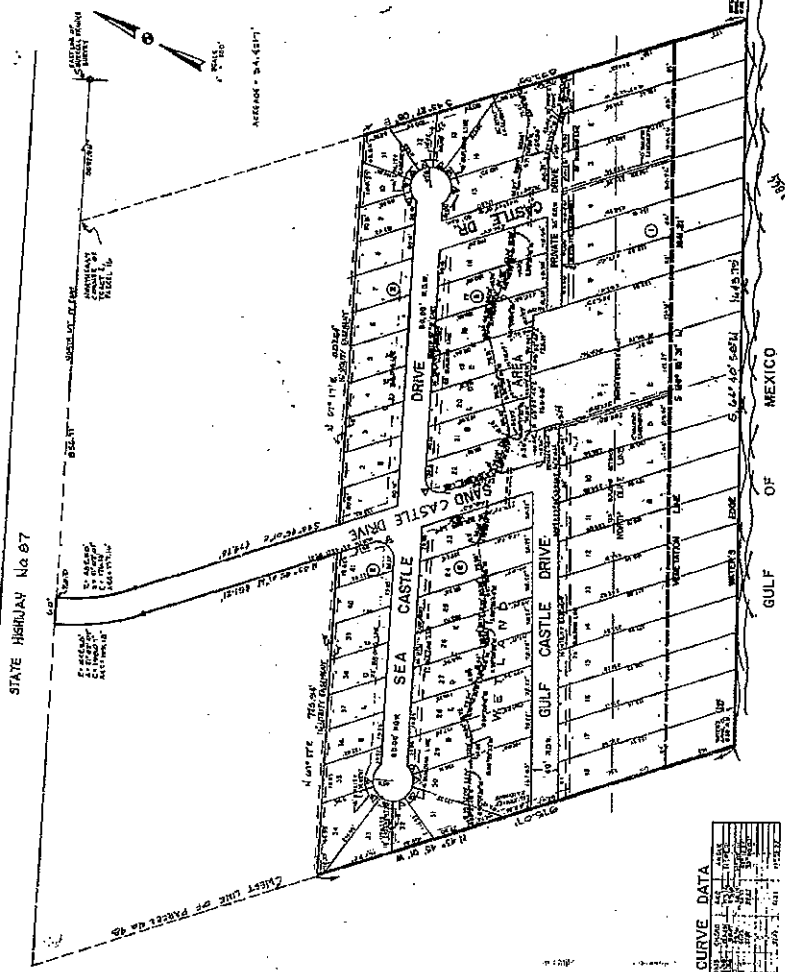
SURVEYOR'S CERTIFICATE

NOTE: I HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE DATA WERE OBTAINED BY MEANS OF THE INSTRUMENTS AND METHODS SPECIFIED IN THE FIELD NOTES AND THAT THE SAME ACCURACIES HAVE BEEN MAINTAINED THROUGHOUT THE ENTIRE SURVEY.



NOTE: I HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE DATA WERE OBTAINED BY MEANS OF THE INSTRUMENTS AND METHODS SPECIFIED IN THE FIELD NOTES AND THAT THE SAME ACCURACIES HAVE BEEN MAINTAINED THROUGHOUT THE ENTIRE SURVEY.

FINAL PLAN OF
 SAND CASTLE BEACH
 CITY OF CRYSTAL BEACH
 GALVESTON COUNTY, TEXAS
 SAND CASTLE BEACH, INC.
 BANK OF AMERICA, N.A. & T. INC.
 CONSULTING ENGINEER AND SURVEYOR



CURVE DATA

STATION	PC	PT	PI	EA	EB	EC	ED	EA	EB	EC	ED
1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00	1+00.00

11/51
 Book to Record on May 21, 1922 of 1000 Acres & Block
 Book to Record on May 21, 1922 of 3000 Acres & Block
 They have all been surveyed and are ready for sale
 by the City of Crystal Beach, Texas

21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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8213885

DEDICATION AND RESTRICTIONS OF
SAND CASTLE BEACH, AN ADDITION
OUT OF THE BURRELL FRANKS SURVEY
IN GALVESTON COUNTY, TEXAS

001-68-1466

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, the undersigned are all of the Owners and mortgagees of certain real property located in Galveston County, Texas, more fully described in Exhibit "A", attached hereto and made a part hereof by this reference, hereinafter called the "subject property"; and

WHEREAS, the undersigned, with the exception of the mortgagees, the extent of whose joinder herein is set out in Paragraph 26 hereof, hereinafter called the "Owners", caused the subject property to be subdivided and platted into an Addition out of the Burrell Franks Survey, in Galveston County, Texas, to be known and designated as "Sand Castle Beach, an Addition out of the Burrell Franks Survey, in Galveston County, Texas", as shown and reflected upon the Final Plat of said Addition prepared by Mark W. Whitley And Associates Incorporated, Consulting Engineers, Surveyors, and Planners, P. O. Box 5492, Beaumont, Texas, and filed herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the ~~Owners do hereby and herewith adopt the Final Plat designating the subject property as "Sand Castle Beach, an Addition out of the Burrell Franks Survey, in Galveston County, Texas" (hereinafter referred to as the "Addition"), and do hereby dedicate forever the easements for street and utility purposes reflected and designated as such on the Final Plat of the Addition, including any easements shown and reflected and designated as such upon the Plat, but which lie without, or partially without, the perimeter boundaries of the Addition, together with the basic restrictions, conditions and limitations shown thereon.~~

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the entire Addition (except as specifically provided below), which shall be for the protection and benefit of all present and future owners of any lot or lots in the Addition, Sand Castle does hereby and herewith subject and encumber the Addition and each and every lot therein with the restrictive or protective covenants set forth below:

1.

All lots in the Addition shall be used for single family residential purposes only.

2.

No building shall be designed for, or erected, placed, occupied, altered, or permitted on any lot in the Addition or any portion of such lot other than one (1) single-family dwelling and attached or separate garage.

3.

No dwelling shall be permitted on Lots Numbers One (1) through and including Eighteen (18) of Block One (1) of the Addition in which the enclosed living floor area under roof (exclusive of garages, open porches, sun decks and balconies) above minimum piling height shall be less than one thousand four hundred (1,400) square feet. No dwelling shall be permitted on Lots Numbers Thirteen (13) through and including Thirty-Two (32) of Block Two (2) of the Addition in which the enclosed living floor area under roof (exclusive of garages, open porches, sun decks and balconies) above minimum piling height shall be less than one thousand one hundred (1100) square feet. No dwelling shall be permitted on

Lots Numbers One (1) through and including Twelve (12) in Block Three (3) of the Addition or on Lots Numbers Thirty-Three (33) through and including Forty-One (41) in Block Three (3) of the Addition in which the enclosed living floor area under roof (exclusive of garages, open porches, sun decks and balconies) above minimum piling height shall be less than nine hundred (900) square feet. The term "minimum piling height" as used herein is hereinafter defined in Paragraph 10 hereof.

4.

No dwelling in excess of two and one-half (2-1/2) stories in height above the minimum piling height shall be permitted on any lot in the Addition, nor shall any dwelling have an attached or detached garage for more than three (3) automobiles. All garages constructed on any lot in the Addition shall be in harmony with the design of the main dwelling constructed thereon and shall not be forward of the building set back lines.

5.

All exterior walls of any dwelling and any attached or detached garage shall be painted with two (2) or more coats of paint or stained with two (2) or more coats of stain or shall be covered with a residential (or better) grade of pre-finished siding within sixty (60) days following the closing of exterior walls. Building felt or wall board or exterior walls shall be covered with siding and felt on roof shall be covered with a residential (or better) grade of shingles or roofing before occupancy of a dwelling. No used or salvaged lumber of any nature may be used as exterior wall covering, nor shall any dwelling or garage have a metal or tin roof.

6.

No building shall be located nearer to the front lot line, nor nearer to a side street line, than the building line or building set back line shown on the Final Plat of the Addition. No building shall be located nearer than five (5) feet (5') to an interior lot line, nor nearer than fifteen feet (15') to the rear lot line.

7.

No fence, wall, hedge or mass planting shall be erected, placed or altered on any lot in the Addition so as to be nearer to any street than the building line or building set back line as shown on the Final Plat of the Addition, except on a corner lot where the fence, wall, hedge or mass planting shall be permitted to follow the property line on the side street line of said lot from the rear line thereof to the front set back line, or as otherwise may be permitted by the Architectural Control Committee. All fences shall be constructed of commercial or residential grade lawn fencing material, and no fence shall be constructed of used or salvaged material. All fences shall be constructed and maintained in a good and workmanlike manner, and no fence shall exceed six feet (6') in height unless specifically approved by the Architectural Control Committee. Provided, however, nothing contained herein shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall or chain link fencing not to exceed five (5) feet in height with no barbed wire at the top.

8.

No platted lot, as shown on the Final Plat of the Addition, shall be split or subdivided. Nothing herein contained shall prohibit the construction of a dwelling on more than one (1) platted lot.

9.

All lavatories, toilets, sinks and bath facilities shall be installed indoors (provided that auxiliary outdoor showers shall

001-68-1468

be permitted) and shall be connected with adequate septic tank and drainage field facilities complying with applicable minimum standards of local, State and Federal authorities. No dwelling shall be occupied until all plumbing facilities and septic tank facilities are completely installed.

10.

All dwellings shall be built on pilings or stilts with not less than six feet (6') vertical overhead clearance from natural ground level, which clearance shall be referred to herein as "minimum piling height". Rectangular pilings shall be not less than six inches by eight inches (6" x 8"); round pilings shall have a minimum diameter of eight inches (8") at the top. Construction shall proceed with reasonable diligence once pilings have been installed.

11.

No building material of any kind or nature shall be placed or stored on any lot until the owner is prepared to commence construction, and all materials shall be placed only upon the lot of the owner thereof, clear of the utility easement or easements thereon.

12.

No structures of temporary character, trailer, mobile home, tent, shack, barn, garage or other outbuildings shall at any time be used as a residence, either temporarily or permanently, on any lot in the Addition.

13.

No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot in the Addition; provided, however, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Permitted pets shall not be allowed to roam at large in the Addition.

14.

No lot shall be used or maintained as a dumping ground for garbage, refuse or trash. Trash, garbage and refuse shall be kept only in sanitary containers designed for such purposes. All incinerators, containers and other equipment for the storage of disposal of garbage, trash and refuse shall be kept in a clean and sanitary condition and, to the greatest extent possible, clear of public view.

15.

Easements are reserved as shown on the Final Plat for streets and for installation and maintenance of utilities. No building of a permanent nature shall be placed, constructed or permitted over or above the easements, and no other hindrance will be placed upon said easements which would materially interfere with their use as utility easements. Additionally, there are reserved, as shown on the Final Plat of the Addition, two easements, one over and across Lots Numbers Nine (9) and Eight (8) in Block Number One (1) of the Addition and one over and across Lots Numbers Four (4) and Three (3) in Block Number One (1) of the Addition (each designated as a "Walkway Easement" on the Final Plat), for the purpose of providing a means of pedestrian access from the Addition to the beach for the exclusive use of owners of Lots in the Addition and their guests. These easements are for pedestrian traffic only, and same shall not be used for any type of vehicular traffic (including motorcycles, motor bikes, gasoline or electric carts or the like).

16.

No signs of any kind shall be displayed to the public view on any lot in the Addition, except one (1) professional sign of not more than one foot (1') square, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder advertising the property during the period of construction and/or sale thereof. No person may place a personal name sign or signs at the entrance of the Addition.

17.

No existing or used dwelling, garage, shed or other building otherwise permitted hereunder shall be moved onto or placed on any lot in the Addition, and all structures shall be of new construction.

18.

No loud, boisterous, noxious or offensive activity shall be carried on upon any lot or easement in the Addition, nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the neighborhood.

19.

The areas of Lots Numbers One (1) through and including Eighteen (18), in Block Number One (1) of the Addition, extending seaward from the North Dune Line reflected upon the Final Plat of the Addition shall be left in their natural state. No natural vegetation lying seaward of such dune line shall be removed, mowed, ~~burned or otherwise disturbed, nor shall such area be plowed,~~ graded or otherwise disturbed. There shall be no vehicular traffic (including motorcycles, motor bikes, gasoline or electric carts or the like) on or across any part of such area, except over and along that portion of such area lying seaward of the natural vegetation line. In addition, no building, pier, dock, structure, or improvement of any nature whatsoever shall be constructed in the areas of Lots Numbers Fourteen (14) through and including Thirty-One (31) of Block Two (2) of the Addition designated as Wet Land Area on the Final Plat of the Addition, and no obstruction of drainage through such Wet Land Area shall be placed or created therein. The two (2) areas designated as Private Drives on the Final Plat of the Addition are easements reserved herein for the lots in the Addition lying immediately to the South of and abutting the same for the purpose of ingress to and egress from said lots by vehicular and pedestrian traffic for the Owners of said lots and their guests and invitees, one appurtenant to Lot Numbers Nine (9) and Eight (8) in Block Number One (1) of the Addition and one appurtenant to Lots Numbers Seven (7), Six (6), Five (5), Four (4), Three (3), Two (2) and One (1) in Block Number One (1) of the Addition, and for purposes of ingress to and egress from the Walkway Easements described above for pedestrian traffic by all Owners of lots in the Addition and their guests.

20.

No building shall be erected, placed, altered or permitted on any lot in the Addition until the plans and specifications therefor have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and compliance with the covenants herein contained, and a plot plan showing the location of all structures and improvements (including culverts, crossings and driveways) with respect to topography and finished ground elevation has also been approved by said Committee. Approval shall be as hereinafter provided.

The Architectural Control Committee shall give or withhold approval (as in the opinion of the Committee is proper) of all matters set forth in the preceding paragraph or elsewhere herein. Said Architectural Control Committee shall be composed of J. G. Cobb and Earl N. Hamilton. A majority of the Committee may designate a representative to act for it. In the event of the death

001-68-1470

or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor, such designation to be by recorded instrument filed in the office of the County Clerk of Galveston County, Texas. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

The approval or disapproval of the Committee, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the plans and specifications or plot plan within thirty (30) days after same have been submitted to the Committee, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

21.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2002, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless a majority of the then owners of lots in the Addition shall sign and file for record in the office of the County Clerk of Galveston County, Texas, at least thirty (30) days before the expiration of such periods an instrument in writing amending or repealing these covenants.

~~If the parties hereto or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful~~ for any person or persons owning any lot or lots in the Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues from such violation; provided, however, that proceedings at law or in equity to prevent violations hereof or to recover damages or other dues for a violation hereof shall be begun within one (1) year from the date such violation was first committed and not thereafter.

23.

Each owner of a lot in the Addition by acceptance of his deed subject to these covenants agrees to maintain and mow the grass on his lot such that no lot will become unsightly or an annoyance to the neighborhood. In any event grass or other ground cover on any lot shall not exceed twelve (12) inches in height. Should any Lot owner fail to comply with this covenant, the Architectural Control Committee may, but shall not be obligated to, have the lot failing to conform to this covenant mowed, and the owner of such lot will pay the cost thereof promptly after being billed therefor.

24.

All tanks for storage of gases or liquids or fuel or any other material shall be buried beneath the surface of the ground, or placed in an enclosure acceptable to the Architectural Control Committee.

25.

Invalidation of any of the restrictions, reservations, easements or covenants contained in this instrument by judgment or court order shall not in any manner affect any of the other such provisions herein set forth and all such remaining provisions shall remain in full force and effect.

26.

Allied Merchants Bank, a banking association organized and existing under the laws of the State of Texas, with its offices located in the City of Port Arthur, Jefferson County, Texas, Texas

Commerce Bank-Beaumont, N.A. a national banking association with offices located in the City of Beaumont, Jefferson County, Texas, Jefferson Savings and Loan Association, a savings and loan association with offices located in Jefferson County, Texas, and Fidelity Savings and Loan Association, a savings and loan association with offices located in Jefferson County, Texas hereinafter collectively called "Mortgagees", being the owners and holders of liens upon the subject property, join with Owners, in the dedication of the streets, easements, lanes, lands intended for public use and other public property as shown and designated upon the Final Plat of the Addition and in the creation of the private easements contained herein and in the imposition of the restrictive covenants herein contained and reflected by the Final Plat of the Addition upon the lots in the Addition; and, by their joinder herein as lienholder, the Mortgagees expressly subordinate their liens to the dedications herein made, the easements created herein and to the restrictive covenants imposed hereby and by the Final Plat of the Addition. The Mortgagees by their joinder herein make no warranties or representations of any kind and hereby expressly disclaim any and all such warranties or representations that may be contained or implied herein and undertake no obligations with respect thereto.

27.

This instrument may be executed in multiple counterparts each of which has the force and effect of an original, and it shall not be necessary that all Owners and Mortgagees execute the same counterpart hereof, only that all execute a counterpart hereof.

IN WITNESS WHEREOF the parties hereto have subscribed their names hereon on this the 13th day of April, 1988 A.D.

SAND CASTLE BEACH, INC.

By: J. S. Cobb
J. S. COBB, Its President

W. M. Callaway, Jr.
W. M. CALLAWAY, JR.

ANDERSON-GUSEMAN ENTERPRISES,
a Joint Venture

By: Richard L. Guseman
RICHARD L. GUSEMAN, Joint Adventurer

By: Larry C. Rougeau
LARRY C. ROUGEAU, Joint Adventurer

By: Morris B. Anderson
MORRIS B. ANDERSON, Joint Adventurer

By: Rolland J. Anderson
ROLLAND J. ANDERSON, Joint Adventurer

APPROVED BY THE CITY
OF CRYSTAL BEACH

By: James M. Nathan
MAYOR

This 7 day of May,
1988 A.D.

Ed Snowden
ED SNOWDEN

Phillip Ribbard
PHILLIP RIBBARD

TOWNHOME BUILDERS, INC.

By: George Sladczyk, Jr.
GEORGE SLADCZYK, JR.,
Its President

001-68-1472

Hugh Kelly
HUGH KELLY

Otis J. Bolton
OTIS J. BOLTON

Janice B. Bolton
JANICE B. BOLTON

Tom Maness
TOM MANESS

Haywood Walker III
HAYWOOD WALKER III

Harold A. Besson, Jr.
HAROLD A. BESSON, JR.

Belinda Besson
BELINDA BESSON

BELMONT, INC.
By: *Harold A. Besson, Jr.*
HAROLD A. BESSON, JR.
Its President

J. G. COBB CONSTRUCTION CO., INC.
By: *J. G. Cobb*
J. G. COBB, Its President

Charles D. Foxworth
CHARLES D. FOXWORTH

TEXAS COMMERCE BANK-BEAUMONT, N.A.
By: *Dan L. Hollman*
, Its Vice President

JEFFERSON SAVINGS AND LOAN ASSOCIATION
By: *Russell W. Woodard*
, Its Vice President

FIDELITY SAVINGS AND LOAN ASSOCIATION
By: *B. Rossa Stephens*
, Its Vice President

001-68-1473

ALLIED MERCHANTS BANK

By: *E. O. Estow*
E. O. Estow, its Vice President

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 13th, 1982 by J. G. COBB, President of SAND CASTLE BEACH, INC. a Texas corporation, on behalf of said corporation.

W. L. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My Commission expires: 9-24-85

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 20, 1982 by W. M. CALLAWAY, JR.

Cathy R. Rhee
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 1-26-84

CATHY RHEE, Notary Public,
For the State of Texas,
My Commission Expires: 1-26-84

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 13th, 1982 by RICHARD L. GUSEMAN, Joint Adventurer of ANDERSON-GUSEMAN ENTERPRISES, a Joint Venture.

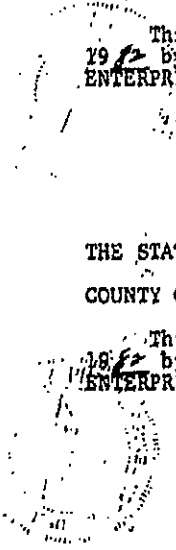
Pat M. Neal
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 2-11-84

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 13th, 1982 by LARRY C. ROUGEAU, Joint Adventurer of ANDERSON-GUSEMAN ENTERPRISES, a Joint Venture.

Pat M. Neal
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 2-11-84



001-68-1474

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 13th, 1982 by MORRIS B. ANDERSON, Joint Adventurer of ANDERSON-GUSEMAN ENTERPRISES, a Joint Venture.

Pat McNeil

NOTARY PUBLIC FOR THE STATE OF TEXAS

My commission expires: 2-11-84

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 13th, 1982 by ROLLAND J. ANDERSON, Joint Adventurer of ANDERSON-GUSEMAN ENTERPRISES, a Joint Venture.

Pat McNeil

NOTARY PUBLIC FOR THE STATE OF TEXAS

My commission expires: 2-11-84

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 13th, 1982 by ED SNOWDEN.

Mit Wallace

NOTARY PUBLIC FOR THE STATE OF TEXAS

My commission expires: 9-24-83

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19th, 1982 by PHILLIP HIBBARD.

Mit Wallace

NOTARY PUBLIC FOR THE STATE OF TEXAS

My commission expires: 9-24-85

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19, 1982 by GEORGE SLADCZYK, JR., President of TOWNHOME BUILDERS, INC., a Texas corporation, on behalf of said corporation.

Mit Wallace

NOTARY PUBLIC FOR THE STATE OF TEXAS

My commission expires: 9-24-85

001-68-1475

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 16th,
19 82 by HUGH KELLY.

[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-21-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 82 by OTIS J. BOLTON.

Mit Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 82 by JANICE B. BOLTON.

Mit Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 82 by TOM MANESS.

Mit Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 14,
19 82 by HAYWOOD WALKER III.

Judith W. Linsley
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 3/29/84



001-68-1476

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 ~~82~~ by HAROLD A. BESSON, JR.

Mit. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 ~~82~~ by BELINDA BESSON.

Mit. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 ~~82~~ by HAROLD A. BESSON, JR., President of BELMONT, INC., a Texas
corporation, on behalf of said corporation.

Mit. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 ~~82~~ by J. G. COBB, President of J. G. COBB CONSTRUCTION CO., INC.,
a Texas corporation, on behalf of said corporation.

Mit. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
19 ~~82~~ by CHARLES D. FOXWORTH.

Mit. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: ~~9-24-85~~ 9-24-85

001-68-1477

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
1982, by Dan S. Hallmark, Vice President of
TEXAS COMMERCE BANK-BEAUMONT, N.A., a national banking association on
behalf of said bank.

Joan Brandt
NOTARY PUBLIC FOR THE STATE OF TEXAS
JOAN BRANDT, Notary Public
My commission expires 3-31-85 and for the State of Texas
My Commission Expires 2/28/85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 14,
1982 by Ronnie L. Wardwell, Vice President of
JEFFERSON SAVINGS AND LOAN ASSOCIATION, a savings and loan association,
on behalf of said association.

Butt J. L. L.
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 3-31-85

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on April 19,
1982 by R. Reagan Stephenson, Vice President of
FIDELITY SAVINGS AND LOAN ASSOCIATION, a savings and loan association,
on behalf of said association.

Gail B. Wright Gail B. Wright
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 6-29-84

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on May 4,
1982 by F. O. Eaton, Vice President of
ALLIED MERCHANTS BANK, a banking association, on behalf of said
bank.

Md. Wallace
NOTARY PUBLIC FOR THE STATE OF TEXAS
My commission expires: 9-24-85

001-68-1478

BEING a 34.4217 Acre Tract of land out of and part of Parcel 48, 28, and Tracts 1 and 2, of Parcel 16, as set out in Exhibit No. 1, of District Court Suit No. 97-653, in the Office of the District Clerk, Galveston County, Texas, and being also out of and a part of the Burrell Franks Survey, Galveston County, Texas, and said tract being more particularly described as follows:

BEGINNING at the intersection of the Southerly right-of-way line of State Highway No. 87 and the East line of Tract 2 in Parcel 16, said point being marked by an iron rod;

THENCE South 67°17' West along and with the Southerly right-of-way line of said State Highway No. 87 a distance of 856.77 feet to the POINT OF BEGINNING of the tract herein described;

THENCE leaving said Southerly right-of-way line of State Highway No. 87 along a curve to the left, whose radius is 482.58 feet and whose central angle is 21°02'01", an arc distance of 177.16 feet to its point of tangency, and said point being marked by an iron rod;

THENCE South 43°45'01" East a distance of 474.28 feet to a point for corner, said point being marked by an iron rod;

THENCE North 67°17' East a distance of 887.54 feet to an iron rod for corner, said iron rod being located on the East line of the aforesaid Tract 2 of Parcel No. 16;

THENCE South 43°27'08" East along and with the East line of said Tract 2, Parcel No. 16 a distance of 893.39 feet to a point for corner, said point being located on the water's edge as determined April 15, 1981 at 9:52 a.m.;

THENCE South 64°40'58" West along and with said water's edge a distance of 1643.79 feet to a point for corner, said point being located on the West line of Parcel No. 48;

THENCE North 43°45'01" West along and with the West line of said Parcel No. 48 a distance of 973.07 feet to an iron rod for corner;

THENCE North 67°17' East a distance of 723.94 feet to an iron rod for corner;

THENCE North 43°45'01" West a distance of 451.21 feet to an iron rod for corner, said iron rod locating the beginning of a curve to the right;

THENCE along and with said curve to the right, whose radius is 542.58 feet and whose central angle is 21°02'01", an arc distance of 199.18 feet to an iron rod for corner, said iron rod being located on the Southerly right-of-way line of State Highway No. 87;

THENCE North 67°17' East along and with the Southerly right-of-way line of said State Highway No. 87 a distance of 60.00 feet to the PLACE OF BEGINNING and containing 34.4217 Acres of land.

FILED FOR RECORD
MAY 13 11 45 AM '82

My Comm. Expires 12/31/82
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the Official Public Records of said County of Galveston, Texas on

MAY 13 1982



My Comm. Expires 12/31/82
COUNTY CLERK, GALVESTON COUNTY, TEXAS

Earl Hamilton
4216 Alamo
PO Arthur det 7 7640

EXHIBIT "A"