



Matagorda, TX Online & Live AUCTION

512 Beachfront Dr. Matagorda, TX 77457

Ready to enjoy the best of the Texas coast with excellent fishing, bird watching, gulf breezes and gorgeous sunrises? Magnificent custom built 2010 beach home. Online auction started, bidding ends with live auction 12-16-2016 at 1pm onsite. CASH ONLY AS IS BIDS being accepted, go to www.rebidsales.com for terms and conditions, contract, disclosures, title info. **10% BUYER'S PREMIUM** TDLR #16709 Roger Chambers rchambers@rebidsales.com www.rebidsales.com 979-830-7708

- 2,420 SF home
- 2 lots
- Large 1 car garage
- 3 covered parking spots



The information contained herein, while obtained from sources deemed reliable, is not warranted by Real Estate Bidsales or Market Realty, Inc



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 512 Beachfront Dr.
Matagorda, Tx 77457

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
 _____ or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	✓			Liquid Propane Gas:		✓		Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			✓
Carbon Monoxide Det.		✓		-LP Community (Captive)		✓		Rain Gutters		✓	
Ceiling Fans	✓			-LP on Property		✓		Range/Stove	✓		
Cooktop	✓			Hot Tub		✓		Roof/Attic Vents	✓		
Dishwasher	✓			Intercom System		✓		Sauna		✓	
Disposal	✓			Microwave	✓			Smoke Detector			✓
Emergency Escape Ladder(s)				Outdoor Grill			✓	Smoke Detector - Hearing Impaired			✓
Exhaust Fans			✓	Patio/Decking	✓			Spa		✓	
Fences	✓			Plumbing System	✓			Trash Compactor		✓	
Fire Detection Equip.			✓	Pool			✓	TV Antenna		✓	
French Drain		✓		Pool Equipment			✓	Washer/Dryer Hookup	✓		
Gas Fixtures		✓		Pool Maint. Accessories			✓	Window Screens	✓		
Natural Gas Lines		✓		Pool Heater			✓	Public Sewer System	✓		

Item	Y	N	U	Additional Information
Central A/C	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u>2</u>
Evaporative Coolers	✓			number of units: <u>0</u>
Wall/Window AC Units		✓		number of units: <u>0</u>
Attic Fan(s)		✓		if yes, describe: <u>CONTAMINATED N/A</u>
Central Heat	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u>2</u>
Other Heat		✓		if yes, describe: _____
Oven	✓			number of ovens: <u>2</u> <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney		✓		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport	✓			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	✓			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	✓			number of units: <u>2</u> number of remotes: <u>2</u>
Satellite Dish & Controls		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: <u>2</u>
Water Softener		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler		✓		<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility		✓		if yes, attach information About On-Site Sewer Facility (TAR-1407)

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Concerning the Property at _____

Water supply provided by: city well MUD co-op unknown other: CORIX

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: STEEL Age: FIVE YEARS (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?
 yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows	<input checked="" type="checkbox"/>	
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): SOME WINDOWS RUBBER SEAL MAY NEED TO BE REPLACED

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Previous Foundation Repairs		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Previous Roof Repairs		<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		<input checked="" type="checkbox"/>	Other Structural Repairs		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Water Penetration		<input checked="" type="checkbox"/>
Located in 100-year Floodplain	<input checked="" type="checkbox"/>		Wetlands on Property		<input checked="" type="checkbox"/>
Located in Floodway		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage (if yes, attach TAR-1414)	<input checked="" type="checkbox"/>		Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous Flooding into the Structures		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>

(TAR-1406) 01-01-15

Initialed by: Buyer: _____ and Seller: CSJ FMT

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Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
 Name of association: STERLING SHORES HOA
 Manager's name: _____ Phone: _____
 Fees or assessments are: \$ 25.00 per YEAR and are: mandatory voluntary
 Any unpaid fees or assessment for the Property? yes (\$ _____) no
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
 Any optional user fees for common facilities charged? yes no If yes, describe: _____
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to; divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

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Concerning the Property at _____

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Seller has has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 11. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Concerning the Property at 512 Beachfront Dr.
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Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

[Signature] 9-08-2016 [Signature] 09-08-2016
Signature of Seller Date Signature of Seller Date
Printed Name: _____ Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:
Electric: _____ phone #: _____
Sewer: _____ phone #: _____
Water: _____ phone #: _____
Cable: _____ phone #: _____
Trash: _____ phone #: _____
Natural Gas: _____ phone #: _____
Phone Company: _____ phone #: _____
Propane: _____ phone #: _____
- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer Date Signature of Buyer Date
Printed Name: _____ Printed Name: _____



**ADDENDUM FOR
PROPERTY LOCATED SEAWARD OF THE
GULF INTRACOASTAL WATERWAY
(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)**

TO CONTRACT CONCERNING THE PROPERTY AT

512 Beachfront Dr., Matagorda, Tx 77457

(Address of Property)

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING
COASTAL REAL PROPERTY NEAR A BEACH**

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

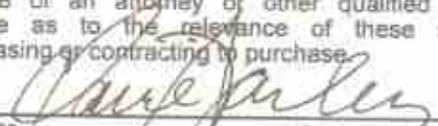
The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

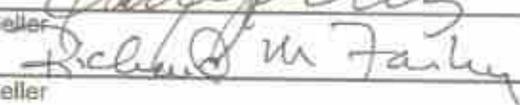
The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person before executing this contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

Buyer



Seller

Buyer



Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188. 512-036-3000 (<http://www.trec.texas.gov>) TREC No. 34-4. This form replaces TREC No. 54-3.



ADDENDUM FOR
COASTAL AREA PROPERTY
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)
TO CONTRACT CONCERNING THE PROPERTY AT

512 Beachfront Dr., Matagorda, Tx 77457
(Address of Property)

NOTICE REGARDING COASTAL AREA PROPERTY

- 1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.
2. The seller, transferor, or grantor has no knowledge of any prior fill as it relates to the property described in and subject to this contract except:
3. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.
4. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

Buyer

Seller

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC No. 33-2 This form replaces TREC No. 33-1.



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 512 Beachfront Dr.
Matagorda, Tx 77457

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a "V-Zone" or "A-Zone" as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

Information about Special Flood Hazard Areas concerning _____

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

Signature

Date

Signature

Date



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

512 Beachfront Dr.
Matagorda, Tx 77457

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: [] Septic Tank [] Aerobic Treatment [] Unknown
(2) Type of Distribution System: [] Unknown
(3) Approximate Location of Drain Field or Distribution System: [] Unknown
(4) Installer: [] Unknown
(5) Approximate Age: [] Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? [] Yes [] No
(2) Approximate date any tanks were last pumped?
(3) Is Seller aware of any defect or malfunction in the on-site sewer facility? [] Yes [] No
(4) Does Seller have manufacturer or warranty information available for review? [] Yes [] No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
(2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
(3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

D. **INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

Facility	Usage (gal/day) without water- saving devices	Usage (gal/day) with water- saving devices
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

Signature of ~~Seller~~ Buyer Date

Dickie M Farley 09.08.2016

Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

[Signature] 09.08.2016

Signature of ~~Buyer~~ Seller Date

On-Site Sewage Facility (OSSF) Permit

MCEH USE ONLY

MATAGORDA COUNTY ENVIRONMENTAL HEALTH

2200 7th Street 1st. Floor
Phone (979) 244-2717
Bay City, Texas 77414

APPLICATION NO

CHECK NUMBER

AMOUNT

The undersigned applicant hereby makes application for a permit to construct an On-Site sewage facility in the unincorporated area of Matagorda County, Texas as required by Rules of Matagorda County, Texas for On-Site Sewage Facilities.

I. APPLICANT INFORMATION

A. Owner's Name Fanley Richard Michael Phone
B. Permanent Mailing Address 2001 Quenby Houston Tx 77005
C. 911 Site Address 512 Beachfront Dr Matagorda Tx 77457

II. LEGAL DESCRIPTION OF PROPERTY (AS DESCRIBED BY DEED, TAX STATEMENT, ETC.) Site Map of Location

Lots 38 + 39, Block 1, Sterling Shores, Matagorda Co
Site Location Sterling Shores, 1, 1, 38+39

III. PUBLIC WATER SUPPLY LCRA, SS Community Private Well 400, 138

IV. FACILITY INFORMATION

A. Commercial Residential Mobile Home Barn R.V. Other
B. Number of Bedrooms 3 Bathrooms 3 1/2 Size of Lot 1000' X 128' or
C. Structure Size (Living Area) 11638 sq. ft. Q = 240 GPD New Construction Existing Structure

V. TYPE OF SYSTEM TO BE INSTALLED

Low Pressure Dosing Pumped Effluent Other
Conventional Trench Aerobic Type

VI. FLOOD PLAIN

Is The Property Located In An Identified Flood Hazard Area?
Yes No Zone BFE

Matagorda County Environmental Health must be contacted for an inspection prior to covering of trenches and tanks. The OSSF will not be approved if covered before inspection of the OSSF. The responsibility of the OSSF installation and operation will be by agreement between the OSSF installer and the owner. APPLICATION VALID FOR ONE YEAR.

SIGNATURE OF INSTALLER LICENSE # DATE
INSTALLER TELEPHONE # INSTALLER CELL #
SIGNATURE OF PROPERTY OWNER DATE
OSSF PERMIT ISSUED BY DATE ISSUED:
FINAL INSPECTION BY Approved License to Operate Date Approved

Authorization is hereby given to Matagorda County Environmental Health, the Texas Commission on Environmental Quality and their agents or designees, singularly or jointly to enter upon the above described property during daylight hours for the purpose of inspection of sewage facilities, for any reason consistent with the water quality program of the Texas Commission on Environmental Quality.

Buyer Initials

SEWER Initials

PIN

608 MOREDA ST. ANGLETON, TEXAS 77515 (979) 997-2047

POINT Surveying & Mapping, LLC



PRIOR Survey
BEACHFRONT DRIVE
(60' R.O.W., VOL. 7, PG. 4, P.R.M.C.)

Prior Survey

Former House removed →

Buyer initials

Seller initials



LOTS 38 & 39, BLOCK 1
STERLING SHORES S/D
(GREEN BELT)

COMMENT NO. 35488 FILE NO. 2010-0025 DATE 01/06/2010 BY REVISED 3-8-10
I have examined the 1:50-10 Final Survey Map in the above described property and it is a designated final record map. The plat herein is a true, correct and accurate representation of the property as determined by survey. The lines and dimensions of said property being as indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, all back and distance have properly been set as indicated. There are no encroachments, easements, or prohibitions, except as shown.

NOTES
1) LOTS TWO ARE SHOWN TOGETHER WITH A SINGLE RESIDENCE ADJOINING THE S' & L. IN RECORD 107 LINES. IF THIS RECORDS EXIST IT WILL REVERT BACK TO IT'S ORIGINAL OWNER.

ACCURACY AND THE INFORMATION WAS PROVIDED BY PROVIDED BY: BAY CITY ABSTRACT
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME. SEARCHER. SEARCHES ARE BASED ON THE RECORDS OF THE PUBLIC RECORDS, NO. 2010030295 DATED: 01/06/2010

ALL BOUNDARY LINES, EASEMENTS, EASEMENT RESTRICTIONS (EASE RESTRICTIONS, ETC.) AND OTHER ENCUMBRANCES, IF ANY, ARE NOT SHOWN UNLESS PROPERLY SHOWN AS SHOWN BY REASONABLE SURVEYING CONSIDERATIONS.

PREPARED EXCLUSIVELY FOR: BAY CITY ABSTRACT
This is to certify that I have made an on the ground survey of the property located at:
512 BEACHFRONT DRIVE NEAR THE CITY OF MATAGORDA, TEXAS.
Lot No. Thirty-eight (38) and Thirty-nine (39) in Block No. One (1) of STERLING SHORES, a subdivision out of the S.R. Fisher 1/4 League, Abstract No. 35, Matagorda County, Texas, according to the plat thereof recorded in Volume 7 at Page 4 of the Plat Records of Matagorda County, Texas.

BUYERS: RICHARD MICHAEL FARLEY
DORIS SCOTT FARLEY

Drawn by: SLANE
Job No.: 2010-0025
Request: BAY CITY ABSTRACT
Book No: Q8PP00G
Scale: 1" = 30'
Date: 03/04/2010

LEGEND

	CONTROLLING EASEMENT
	EASEMENT
	U.S. UTILITY ASSESSMENT
	A.S. AERIAL ALIGNMENT
	S.L. ENCLOSURE LOT
	S.O.F. RIGHT-OF-WAY
	S.A. SURVEY AREA
	L.P. IRON PIPE
	P.W. PILE
	FILLED AREA
	FENCE LINE
	CONCRETE
	DITCH

George K. Lane, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6038

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-9.

SECTION A - PROPERTY INFORMATION		For Insurance Company Use:
A1. Building Owner's Name: RICHARD MICHAEL & CLAIRE SCOBEE FARLEY		Policy Number
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 512 BEACHFRONT DRIVE		Company NAIC Number
City: NEAR MATAGORDA State: TX ZIP Code: 77457		
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOTS 38 & 39, BLOCK 1 STERLING SHORES		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): RESIDENTIAL		
A5. Latitude/Longitude: Lat. 28-38-03.3 Long. 95-58-13.5		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number: 5		
A8. For a building with a crawspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawspace or enclosure(s): 255 sq ft		a) Square footage of attached garage: N/A sq ft
b) No. of permanent flood openings in the crawspace or enclosure(s) within 1.0 foot above adjacent grade: 0		b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: N/A
c) Total net area of flood openings in A8.b: 0 sq in		c) Total net area of flood openings in A9.b: N/A sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number UNINCORPORATED AREAS 485489		B2. County Name MATAGORDA	B3. State TEXAS
B4. Map/Panel Number 0725	B5. Suffix D	B6. FIRM Index Date 5-1-71	B7. FIRM Panel Effective/Revised Date 5-4-92
		B8. Flood Zone(s) V10	B9. Base Flood Elevation(s) (Zone AD, use base flood depth) 11'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in item B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe) _____			
B11. Indicate elevation datum used for BFE in item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe) _____			
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA			

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2 a-h below according to the building diagram specified in item A7. Use the same datum as the BFE.
Benchmark Utilized: Z.755 Vertical Datum: NAVD 88
Conversion/Comments: _____

Check the measurement used:

a) Top of bottom floor (including basement, crawspace, or enclosure floor): 2.2	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
b) Top of the next higher floor: 14.8	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
c) Bottom of the lowest horizontal structural member (V Zones only): 14.1	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
d) Attached garage (top of slab): N/A	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
e) Lowest elevation of machinery or equipment servicing this building (Describe type of equipment and location in Comments): N/A	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
f) Lowest adjacent (finished) grade next to building (LAG): 6.8	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
g) Highest adjacent (finished) grade next to building (HAG): 7.1	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support: 7.2	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No

Certifier's Name: GEORGE K. LANE	License Number: 6086
Title: REGISTERED PROFESSIONAL LAND SURVEYOR MAPPING, LLC	Company Name: PIN POINT SURVEYING &
Address: 808 W. 17th St. City: ANGLETON	State: TX ZIP Code: 77515
Signature: 	Date: 03/04/2010 Telephone: (979) 997-2047



BUYER initials

seller initials

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
 512 BEACHFRONT DRIVE

City NEAR MATAGORDA State TX ZIP Code 77457

Policy Number _____
 Company NAIC Number _____

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments SET 60D NAIL IN POWER POLE @ 9.5 FEET ABOVE MEAN SEA LEVEL NEAR THE FRONT OF LOT 38. BOTTOM OF ELECTRIC BOX WAS 11.2 FEET ABOVE MEAN SEA LEVEL.

Signature  Date 03/04/2010 Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

- For Zones AO and A (without BFE), complete items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.
- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.
 b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.
- E2. For Building Diagrams 5-9 with permanent flood openings provided in Section A items 8 and/or 9 (see pages 8-9 of instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name _____

Address	City	State	ZIP Code
Signature	Date	Telephone	
Comments			

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in items G8 and G9.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

- G7. This permit has been issued for: New Construction Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters (PR) Datum _____
- G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters (PR) Datum _____
- G10. Community's design flood elevation: _____ feet meters (PR) Datum _____

Local Official's Name	Title
Community Name	Telephone
Signature	Date
Comments	

Check here if attachments

Buyer initials seller initials

TERMS & CONDITIONS
REBIDSALES INC. PROPERTY OFFERING
512 BEACHFRONT DRIVE MATAGORDA, TEXAS 77457

Procedure: The property will be offered for sale via the BidSales process with sealed and/or online bidding ending on December 15, 2016 at 10am CST and finalizing with live bids on December 16, 2016 at 1pm CST. Seller has the right to sell the property at any time prior to bid deadline at seller's sole discretion.

Earnest Money: 10% of High Bid Price is due immediately from successful bidder. This amount will be held as earnest money by the appointed Title Company. Remaining balance of Total Contract Price (High Bid Price plus Buyer's Premium) is due at closing.

Bid Acceptance: Property is being sold with reserve, subject to seller approval. Successful Bidder shall immediately sign Purchase Contract to be presented to Seller. All bids are subject to seller approval. Property is being sold with NO contingencies. Obtaining financing is the sole responsibility of the Buyer and contract is NOT contingent upon financing or any other contingencies.

Buyers Premium: A Buyer's Premium, totaling 10% of High Bid Price, is due upon acceptance of bid and added to the High Bid Price payable to Real Estate Bid Sales Inc. at closing.

Closing: Closing shall take place on or before December 30, 2016

Possession: Possession shall be given to buyer at closing and funding.

Title: Seller shall furnish title according to exceptions listed in contract and title insurance policy at closing.

Taxes: Taxes payable for current year shall be prorated at closing.

Agency: Real Estate Bid Sales, INC, and its representatives are listing agents of the Seller, and reserve the right to represent both Seller and Buyer in this transaction, or act as intermediary. Cooperative Brokers who represent the Buyer will be paid a

commission at closing.

Property Condition & Inspection: Property is being sold "as is, where is", and buyer accepts property in its current condition with all faults or conditions and seller, seller's agents or representatives, RE BID Sales Inc. or agents make no representation as to the condition or suitability of the property for any purpose. Buyers are encouraged to inspect property prior to submission of bid. Buyers assume risk of doing so. Applicable documents, if in Seller's possession, will be made available to Buyer.

Additional Items:

Acceptance of terms and conditions by buyer to bid online or live.

Buyer

Date

Buyer _____ is or _____ is not represented by a buyer's broker/agent.

Co Broker Company/Name _____

Co Broker Address _____

Co Broker email _____

Co Broker phone _____

Co Broker license number _____



REAL ESTATE BID SALES PURCHASE CONTRACT

THIS CONTRACT, made this the ___ day of _____ 2016, by and between
Richard M Farley and Claire S Farley (“Seller”) and

_____ (“Buyer”).

1. AGREEMENT TO PURCHASE. In consideration of the sum as identified in paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by Warranty Deed, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as

Legal description: Being: LOTS 38&39 BLOCK 1 STERLING SHORES ADDITION MATAGORDA COUNTY, TEXAS AND OR DESCRIBED ON THE ATTACHED EXHIBIT AND TITLE REPORT.

Property Address: 512 Beachfront Drive Matagorda, Texas 77457

2. Purchase Price

High Bid Price \$ _____

10.00 % Buyer’s Premium + \$ _____
Payable to Real Estate Bid Sales Inc at closing

Total Contract Price \$ _____
High Bid Price plus buyer premium

Down Payment/Deposit earnest money - \$ _____
10% of High bid price

Balance due at closing \$ _____
In U.S. Funds, due at Closing, not including Buyer’s closing Costs or financing costs, prepaids or prorations, in immediately Available cash or by confirmed wire transfer.

3.CLOSING. Closing shall take place at Bay City Abstract and Title whose address is 2021 Avenue G Bay City, Tx. 77414 on or before December 30, 2016 Phone 979-245-6321 At Closing, Seller shall deliver to Buyer a Warranty Deed, which shall convey title to the Property. Possession of the property shall be granted at Closing and funding, subject to those matters contained in the Title Commitment and this contract. Time is of the essence in this Contract.

_____ **initialed by seller**

_____ **initialed by buyer**

4. TAXES AND OTHER PRORATIONS. The current year's Property Taxes shall be prorated between the Seller and Buyer at Closing. All back taxes if any, shall be the responsibility of the Seller.

5. CLOSING COSTS.

Seller's Costs. At Closing, Seller shall pay the fees for preparation of the Warranty Deed, title policy, costs relating to tax certificates and overnight courier fees on behalf of the Seller.

Buyer's Costs. At Closing, Buyer shall pay the recording costs of the deed, overnight courier fee on behalf of the Buyer, homeowner association fees (if any), and Closing Agent's closing fees, and all additional sale or closing fees.

6. TERMS. This is a cash sale with earnest money being non refundable, with the balance due at Closing. This sale is not contingent upon financing.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THE CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT. Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller cannot close the transaction.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

(a) Buyer warrants and acknowledges to and agrees with Seller, Real Estate Bid Sales, INC that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller. (b) Buyer acknowledges to and agrees with Seller, Real Estate Bid Sales, INC and Auctioneer that with respect to the Property, Seller, Real Estate Bid Sales, INC and Auctioneer, have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property. (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the property. Buyer(s) acknowledge(s) that they have executed this contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR REAL ESTATE BID SALES, INC. OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has

_____ initialed by seller

_____ initialed by buyer

not relied, and is not relying upon information, document, sales brochures or other literature maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Real Estate Bid Sales, INC or Auctioneer. Buyer shall look only to Seller, and not to Real Estate Bid Sales, INC or auctioneer, as to all matters regarding this Agreement and the Property. Real Estate Bid Sales, INC or Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder. (d) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller and Real Estate Bid Sales, INC or Auctioneer with respect to the condition of the Property, either patent or latent.

9. PROPERTY INSPECTION. It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller, Real Estate Bid Sales, INC and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the Closing and any termination of this Contract.

10. TITLE. Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey map of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions, homeowners association fees and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions.

(a.) Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Real Estate Bid Sales, INC nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete. Any fencing situated on the Property is not necessarily an indication of the property

_____ initialed by seller

_____ initialed by buyer

boundary. The Buyer shall be responsible for their own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense. Personal property will not be conveyed with the real estate EXCEPT AS INDICATED IN PARAGRAPH 11.

(b.) The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. FIXTURES AND PERSONAL PROPERTY. All personal property located on the property.

12. TITLE DEFECTS. If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. COMMISSIONS. Commission is to be paid via Buyer's Premium according to Paragraph 2 of this agreement.

14. BREACH OF CONTRACT BY SELLER. If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer may terminate this Contract and receive the Deposit, or seek specific performance of this Agreement. In no event shall Seller or Real Estate Bid Sales, INC or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. BREACH OF CONTRACT BY BUYER. In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Date of Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to

_____ initialed by seller

_____ initialed by buyer

Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified mail, return receipt requested, or when delivery by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. WAIVER. No failure or delay on the part of Seller in exercising neither any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. ENTIRE AGREEMENT; AMENDMENT. This written Contract and the Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer and Seller constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. SEVERABILITY. The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. ASSIGNMENT. Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

23. COUNTERPARTS. The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. ACKNOWLEDGEMENT. The undersigned ("Buyer" and "Seller") certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is purchasing the Property on behalf of a for-profit entity, non-profit organization, or public agency, the Buyer is executing this Contract on behalf of such entity and Buyer certifies to Seller that Buyer has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.

25. ARBITRATION OF DISPUTES. Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Texas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted by and in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services, Inc. or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved.

_____ initialed by seller

_____ initialed by buyer

26. ATTACHMENTS. The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all parties.

(a.) INFORMATION ABOUT BROKERAGE SERVICES

(b.) MAP, TITLE REPORT, restrictions & exception documents

(c.) RE Bid Sales Terms & Conditions

(d.) Other: Information About Special Flood Hazard Areas, Seller's Disclosure Notice, Addendum for Coastal Area Property, Addendum for property located Seaward of Gulf Intracoastal Waterway, Texas Department of Insurance Certification of Compliance, Information About On Site Sewer facility, Matagorda County Environmental Health Form, Elevation Certificate

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

Seller Signature: _____

Mailing address: _____

Phone: _____

Fax #: _____

Email: _____

Buyer Signature: _____

Mailing address: _____

Phone: _____

Fax #: _____

Email: _____

Broker and Auctioneer: Real Estate Bid Sales, INC

Broker Signature: _____

Phone: O: 877.979.7327 M: 979.830.7708 Email: rchambers@rebidsales.com

Co-Broker Company: _____

Broker Signature: _____

Phone: _____

Email: _____

Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions dated June 20, 1972 in Volume 508 at Page 574, Deed Records and dated June 29, 1974, recorded in Volume 509, Page 50, Deed Records and dated July 18, 1972 in Volume 510 at Page 433, of the Deed Records and dated June 12, 1992 recorded in Volume 320 at Page 256 of the Official Records and also as dated May 24, 2004, recorded under County Clerk's File No. 043747, Official Records of Matagorda County, Texas, but omitting any covenant, condition or restriction, in any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

Boyer initials

Seller initials

-
- a. Rights of parties in possession. (Applies to Owner's Policy only).
 - b. Subject to the Right of Way for electrical transmission line dated June 13, 1958 to Central Power & Light Company recorded in Volume 319, Page 513, Deed Records of Matagorda County, Texas.
 - c. Subject to five foot utility easement (5') at rear of property as shown on the plat in Volume 7 at Page 4 of the Plat Records of Matagorda County, Texas.
 - d. Exception of an outstanding undivided 9/16th interest of oil, gas and other minerals as contained in deed dated December 6, 1971 executed by Minnie Culver et al and recorded in volume 503 at page 94 of the Deed Records of Matagorda County, Texas.
 - e. Easement dated January 4, 1984 to Southwestern Bell Telephone Company recorded in Volume 7 at page 542, Official Records of Matagorda County, Texas.

Buyer initials

Seller initials

1111 14.50

BOOK 508 PAGE 574

RESTRICTIONS, RESERVATIONS, AND COVENANTS OF STERLING SHORES

STATE OF TEXAS }
COUNTY OF MATAGORDA }

KNOW ALL MEN BY THESE PRESENTS:

That MATAGORDA DUNES, INC., a Texas corporation, acting by the undersigned officers hereunto duly authorized, being the owners of a tract of land of 21.530 acres in the S. R. Fisher One-Quarter League, in Matagorda County, Texas, covered by and reflected by a Plat and Dedication of STERLING SHORES, filed on the date of the filing of this instrument and recorded in Book 7, Page 4, of the Plat Records of Matagorda County, Texas, does hereby adopt the following Restrictions, Reservations, and Covenants, as applicable to and governing said Subdivision and the rights of the purchasers of lots in said Subdivision, to-wit:

I.

The street, walkways, and easements as shown on said Plat are not dedicated to the public, but are set aside solely for the private use and benefit of the owners and lawful residents of property in said subdivision and adjacent subdivisions; except that a 10-foot wide utility easement crossing Blocks 2-6, inclusive, is reserved to the undersigned, or any successor in title to the water system serving this Subdivision, for the maintenance, repair, replacement with larger mains (if deemed necessary), or the removal of the waterline located thereon. No building or structure shall be placed or erected over any part of said easement, and no property owner shall be entitled to any damages from any operations reasonably necessary or proper for such maintenance, repair or removal. There is further reserved to the owners of said water system, its agents, employees, or representatives, the right of access to said utility over any lot through which said easement runs for any such operations, when no other adequate practical means of access is available.

II.

This restriction shall not apply to or affect any residence or structure in existence on the date of the filing of this instrument in the office of the County Clerk of this County, but the following setback provisions shall be applicable to any residences, structures, or additions to existing structures, hereafter erected or placed on lots in said Subdivision:

- (a) No structure, or part thereof, shall be located within 25 feet of the front line of any lot on Beachfront Drive, or nearer than 5 feet to the side lines of any such lot.
- (b) No portion of any house or structure shall be placed or located within 60 feet of the Southeast lines, respectively, of Lots 1-30, inclusive, of Block 1, or within 50 feet of the Southeast lines, respectively, of Lots 31-60, inclusive, of said Block 1.
- (c) No separate or detached garage, boathouse, or structure shall be placed or located on any single lot in Block 1 on which a residence is constructed, but on any lot on which no residence is or has been erected a separate building may be placed for any lawful use not inconsistent with these restrictions, provided that no such separate building which is unsightly or detracts from the appearance of the Subdivision shall be so erected. The determination of whether any such building is suitable in appearance may be made by the undersigned Company, or by any Architectural Committee of property owners which may be hereafter appointed by the undersigned.

Buyer Initials

Seller Initials

Restrictions- Sterling Shores - 2

III.

No building or structure shall be erected on the green belt area adjacent to the Southeast line of Block 1; provided that this restriction shall not prohibit the placing thereon of garbage collection facilities, picnic tables, or other facilities customarily useful for a private parkway, but in no event shall anything be placed thereon unreasonably interfering with the view of the Gulf of Mexico from any residence in Block 1. All provisions of this Paragraph are subject to the provisions of Paragraph IV (c).

IV.

(a) For a period of twenty (20) years from the date hereof all lots in this Subdivision are reserved solely for private residential use, and only single-family residences of conventional construction shall be placed thereon. The placing on any lot in this Subdivision of pre-fabricated structures commonly designated and known as "mobile homes" is expressly prohibited, regardless of whether or not the same be placed on a permanent foundation; and the placing of a mobile home or similar structure on a permanent foundation, with or without additions or attached construction added to or surrounding the same, shall be a violation of this restriction, and is expressly prohibited.

(b) No business, professional, or commercial enterprise shall be carried on or located on any lot in this Subdivision or on the green belt adjacent to any such lot.

(c) The restriction of lots in this Subdivision to private residential use and the prohibition against the carrying on of any business or commercial enterprise is subject to the following qualification: An area, or areas, of this Subdivision may be, at any time prior to the expiration of 20 years from the date hereof, converted from residential to business or commercial use by the written agreement, or agreements, in recordable form filed in the deed records of Matagorda County, executed by all of the owners of the area so to be converted, provided: (1) such area, or areas, shall begin at the westerly lines of Lot 1, Block 1, and Lot 1, Block 2, and shall extend easterly in a solid body of land embracing lots on both sides of Beachfront Drive so that the easterly line of each area so converted shall be formed by the easterly line of a lot in Block 1 extended to the North line of the Block on the opposite side of Beachfront Drive; and (2) a buffer area or strip 100 feet in width shall be maintained and established between the business or commercial area and the nearest residential lot East of the commercial area, and said 100-foot strip on both sides of the street shall either be used for residential purposes or for open landscaping, so that no business or commercial structure shall be erected or such enterprise conducted nearer than 100 feet to the residence of any owner not joining in the agreement for the conversion of his property from residential to commercial use. Successive, contiguous, adjacent commercial areas may be created in the same manner as above provided by the owners of the lots involved. When any commercial area shall have been established, as above provided, the area of the green belt lying between such area and mean high tide shall no longer be subject to the use of residential property owners but may be used and enclosed by the owner of the adjacent commercial area for landscaping and parking facilities, but no building shall be constructed thereon which would substantially obstruct the view of the residences. The building set-back provisions applicable to residential areas, as provided herein, shall not be applicable to commercial areas.

Buyer initials

Seller initials

DEED

508 576

v.

No owner of any lot in this Subdivision shall be entitled to make any claim for damages occasioned by the establishing or changing of grades on Beachfront Drive; provided that any such grade shall be established or approved either by the County Engineer or a competent civil engineer. The walkways designated on the Plat may be used for drainage purposes.

VI.

Matagorda Dunes, Inc., is not the owner of all of the oil, gas, and other minerals, but outstanding mineral interests have been reserved by prior owners. Any deed of conveyance of any lot within this Subdivision, whether so specifying or not, shall convey only such interest in the minerals in and under said lot as has been acquired and is owned by Matagorda Dunes, Inc., on the date of this instrument.

EXECUTED, this 10th day of June, 1972.

MATAGORDA DUNES, INC.

By Harvey H. Lane, Jr.
Harvey H. Lane, Jr.
President

ATTEST:

Gene Litchfield
Gene Litchfield, Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared HARVEY H. LANE, JR., President of MATAGORDA DUNES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged the same to be the act and deed of said corporation, and that he has executed the same as the act and deed of said corporation for the purposes and considerations therein expressed, and in the capacity indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of June, 1972.

James H. Harty
Notary Public in and for
Travis County, Texas



Buyer initials

Seller initials

STATE OF TEXAS
COUNTY OF MATAGORDA }

DEED
BOOK 508 PAGE 577

The undersigned STERLING HOLLOWAY, TRUSTEE, being the owner of the land referred to as the "green belt area" in Paragraph III of the foregoing and attached instrument, and in subparagraph (c) of Paragraph IV thereof, consents to and approves the provisions relating to such area, hereby agreeing to respect such restrictions, and in the event of sale of said area, to make such sale subject to said provisions. This paragraph shall not be construed to make the undersigned a party to the foregoing dedication, except as to the extent of his consent and approval as herein provided.

SIGNED, this 14th day of June, 1972.

Sterling Holloway
STERLING HOLLOWAY, TRUSTEE

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STERLING HOLLOWAY, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of June, 1972.

Michael D. Dickson
Notary Public in and for
Travis County, Texas

FILED FOR RECORD
AT 10:57 O'CLOCK A M

JUN 19 1972

HILMA S. HUITT
County Clerk, Matagorda Co., Tex.
Hilma S. Huitt

Filed for record the 19th day of June, A. D. 1972.
Duly recorded this the 19th day of June, A. D. 1972 at 4:00 o'clock P.M.
By *Louise Strickland* Deputy Hilma S. Huitt, County Clerk
Matagorda County, Texas

Buyer initials

Seller Initials

238th 15th

11111

BOOK 509 PAGE 50

STATE OF TEXAS
COUNTY OF MATAGORDA

KNOW ALL MEN BY THESE PRESENTS:

Reference is hereby made to "Restrictions, Reservations, and Covenants of Sterling Shores," executed by Matagorda Dunes, Inc., on June 10, 1972, recorded in Volume 508, Pages 574, et seq., Matagorda County Deed Records; said instrument and the provisions thereof are hereby amended as follows, in the same manner as if the following language had appeared in said instrument:

"Matagorda Dunes, Inc., hereby reserves the right to amend, modify, qualify, or waive any of the provisions of said reservations, covenants, and dedication, when in its sole determination and discretion it is of the opinion that such modification, alteration or waiver does not detract, and will not result in detracting, from the general quality of the Subdivision nor prejudice any vested rights of the owners of land in said Subdivision."

EXECUTED, this 29th day of June, 1972.

MATAGORDA DUNES, INC.

ATTEST:

By Jean Holloway
Vice-President

Helen Dittfield
Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared JEAN HOLLOWAY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge the same to be the act and deed of MATAGORDA DUNES, INC., and that she executed the same as the Vice-President of said corporation, for the purposes and considerations therein expressed, and in the capacity indicated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of June, 1972.

[Signature]
Notary Public in and for
Travis County, Texas

FILED FOR RECORD
AT 8:30 O'CLOCK A.M.

JUN 30 1972

HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY [Signature] DEPUTY

Filed for record the 30th day of June, A. D. 1972.

Duly recorded this the 30th day of June, A. D. 1972 at 4:00 o'clock P.M.
Hilma S. Huitt, County Clerk
Matagorda County, Texas

By [Signature] Deputy

Buyer Initials

Seller Initials

5043-130

FILED

BOOK 510 PAGE 433

CLARIFICATION OF RESTRICTIONS

STATE OF TEXAS)
COUNTY OF MATAGORDA)

KNOW ALL MEN BY THESE PRESENTS:

MATAGORDA DUNES, INC., acting by and through its duly authorized undersigned officer hereby files this CLARIFICATION of the "Restrictions, Reservations and Covenants" of Sterling Shores, recorded in Volume 508, Page 574, Matagorda County Deed Records, and also to the Amendment thereto filed of record in Volume 509, Page 50, Matagorda County Deed Records, to-wit:

I.

The original unrecorded survey of this Subdivisions having been grossly inaccurate, the Plat and Dedication of Sterling Shores filed in Book 7, Page 4, Matagorda County Plat Records, correctly represents the true location of all lots in said Subdivision, and was designed to eliminate encroachments by any of the eighty-odd existing houses therein, through variations in the width of footpath easements, ranging from five (5') feet to fourteen (14'). These easements were designed primarily for pedestrian traffic to and from the beach area, and, where necessary, for drainage. No structure now erected or to be erected which does not interfere with such usages shall be deemed in violation of the restrictions governing this Subdivision.

II.

Notwithstanding the discretionary function provided in the Amendment in Volume 509, Page 50, Matagorda County Deed Records, such provision shall have no application to the prior dedication of the green belt between the Southeast line of Block One and mean high tide, as fully set forth in such dedication and in the original Restrictions filed in Volume 508, Page 574, Matagorda County Deed Records.

EXECUTED, this 18th day of July, 1972.

MATAGORDA DUNES, INC.

By Jean Holloway
Jean Holloway, Vice-President

STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared JEAN HOLLOWAY, Vice-President of MATAGORDA DUNES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of said corporation for the purposes and considerations therein expressed, and in the capacity indicated, and that the same is the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of July, 1972.

Lilly L. Stangley
Notary Public in and for
Matagorda County, Texas.

FILED FOR RECORD
AT 2:25 O'CLOCK P.M.

JUL 18 1972

HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
By Jane Bastine DEPUTY

Buyer initials Seller initials

Filed for record the 18th day of July, A. D. 1972.
Duly recorded this the 18th day of July, A. D. 1972 at 4:00 o'clock P.M.
By Jane Bastine Deputy Hilma S. Huitt, County Clerk
Matagorda County, Texas

Pd. 300
700
3434

320/ 256

EXTENSION OF AND AMENDMENT TO
RESTRICTIONS OF STERLING SHORES SUBDIVISION

STATE OF TEXAS |
COUNTY OF MATAGORDA |

1.

The name of the subdivision is:

STERLING SHORES SUBDIVISION, being all of the property described in Volume 509, Pages 574, 575, 576 and 577, and the same property as described in Volume 509, Page 58, and in Volume 510, Page 433, reference of which are herein made and included as a part hereof as if recited verbatim.

2.

In order to promote the continued general welfare, safety, public health, morale of the community, goodwill and property values, these restrictions are hereby extended from June 14, 1992 for successive periods of ten (10) years, unless an instrument signed by the majority of the landowners of the lots has been recorded in the office of the County Clerk of Matagorda County, Texas, agreeing to change said covenants in whole or in part.

The restrictions hereinbefore referred to contains no provision for modification and/or extension, and the purpose of this petition is to modify, amend and/or supplement said restrictions to include and by this petition provides that any changes in said covenants and/or restrictions in whole or in part or any modification or amendment thereof may be filed in the office of the County Clerk of Matagorda County, Texas, approved by a majority of the landowners of the lots in said subdivision.

Buyer Initials

Seller Initials

The Restrictions, Reservations and Covenants of Sterling Shores, now on record in the County Clerk's Office of Matagorda County, Texas, paragraph 1 through and including paragraph 6 and referred to in the legal description hereinbefore given, are hereby ratified and carried forward as if written anew herein.

A Homeowner's Association has been formed and designated as Sterling Shores Homeowners' Association, and actions heretofore taken by said association for and on behalf of all lot owners of Sterling Shores Subdivision are hereby ratified and approved. Notice is hereby given to all owners in Sterling Shores Subdivision that they have a right to file suit under Sections 201.010 and 201.008(e), Texas Property Code, in order to challenge the procedures followed in extending, creating, adding to or modifying these restrictions.

Notice is further given to all owners who may elect to delete their property from the operation of any provision contained herein by filing a statement described in Section 201.009(b), Texas Property Code, before one (1) year after the date on which the owner receives actual notice of the filing of this petition.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

Executed this 12th day of June, 1992.

STERLING SHORES HOMEOWNERS ASSN.

BY: 
WILLIAM M. BELL - President

Buyer initials

Seller initials

320/ 258

STATE OF TEXAS |
COUNTY OF MATAGORDA |

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. BELL, President of Sterling Shores Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of each lot owner in said subdivision for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office on this the 12 day of June, 1992.

Edwin F. Gullice
Notary Public, State of Texas
Notary's printed name

Edwin F. Gullice
Commission expires September 1, 1994

FILED

'92 JUN 12 P3:03

Shane Waugh
COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS COUNTY OF MATAGORDA
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me,
and was duly RECORDED in the OFFICIAL RECORDS of
Matagorda County, Texas on



JUN 12 1992

Shane Waugh
COUNTY CLERK, Matagorda County, Texas

After recording return to:

Twig C. Bond
Attorney at Law
8705 Katy Freeway, Suite 400
Houston, TX 77024

Buyer Initials

Seller Initials

043747

RESTATED RESTRICTIONS, RESERVATIONS, AND COVENANTS
OF STERLING SHORES

STATE OF TEXAS §

COUNTY OF MATAGORDA § KNOW ALL MEN BY THESE PRESENTS:

That STERLING SHORES HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, acting by the undersigned officers hereunto duly authorized, having been assigned the right to amend, modify, qualify or waive any of the provisions of the deed restrictions in and to that certain tract of land of 21.530 acres in the S. R. Fisher One-Quarter League, in Matagorda County, Texas, covered by and reflected by a Plat and Dedication of STERLING SHORES [filed on July 18, 1972 and recorded In Book 7, Page 4, of the Plat Records of Matagorda County, Texas], which assignment was from MATAGORDA DUNES, INC. to PREFERRED ENVIRONMENTS, INC. and filed for record on July 7, 2003, as instrument no. 034538 [03500135552001/Year: 2003/No: 034538/Type: ASGMT], does hereby modify and amend the permanent Restrictions, Reservations, and Covenants and adopts the following permanent Restrictions, Reservations, and Covenants, as applicable to and governing said Subdivision and the rights of the purchasers of lots in said Subdivision, to-wit:

I.

The street, walkways, and easements as shown on said Plat are not dedicated to the public, but are set aside solely for the private use and benefit of the owners and lawful residents of property in said subdivision and adjacent subdivisions; except that a 10-foot wide utility easement crossing Blocks 2-6, inclusive, is reserved to the undersigned, or any successor in title to the water system serving this Subdivision, for the maintenance, repair, replacement with larger mains (if deemed necessary), or the removal of the waterline located thereon. No building or structure shall be placed or erected over any part of said easement, and no property owner shall be entitled to any damages from any operations reasonably necessary or proper for such maintenance, repair or removal. There is further reserved to the owners of said water system, its agents, employees, or representatives, the right of access to said utility over any lot through which said easement runs for any such operations, when no other adequate practical means of access if available.

II.

This restriction shall not apply to or affect any residence or structure in existence on the date of the filing of this instrument in the office of the County Clerk of this County, but the following setback provisions shall be applicable to any residences, structures, or additions to existing structures, hereafter erected or placed on lots in said Subdivision:

(a) No structure, or part thereof, shall be located within 20 feet of the front line of any lot on Beachfront Drive, or nearer than 5 feet to the side lines of any such lot.

(b) No portion of any house or structure shall be placed or located within 60 feet of the Southeast lines, respectively, of Lots 1-30, inclusive, of Block 1, or within 50 feet of the Southeast lines, respectively, of Lots 31-60, inclusive, of said Block 1.

RESTATED RESTRICTIONS, RESERVATIONS, AND COVENANTS
OF STERLING SHORES

Buyer Initials

Seller Initials



VI.

Matagorda Dunes, Inc., was not the owner of all of the oil, gas, and other minerals, but outstanding mineral interests have been reserved by prior owners. Any deed of conveyance of any lot within this Subdivision, whether so specifying or not, shall convey only such interest in the minerals in and under said lot as had been acquired and was owned by Matagorda Dunes, Inc., on July 18, 1972.

EXECUTED, this 24th day of May, 2004.

STERLING SHORES HOMEOWNERS ASSOCIATION

By: [Signature]
Matthew Foster
President

ATTEST:

[Signature]
Barney Mason, Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Foster, President of STERLING SHORES HOMEOWNERS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged the same to be the act and deed of said corporation, and that he has executed the same as the act and deed of said corporation for the purposes and considerations therein expressed, and in the capacity indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of May, 2004.

[Signature]
Notary Public in and for
HARRIS County, Texas
Notary's Stamp or Seal:



Buyer initials

Seller initials

NO. 474-0890
R.D.#
EST.#

DR. JONES 333
SITE #

Grantee Address:
Southwestern Bell Telephone Company
1000 FM 2004 Rm 110
Lake Jackson, Texas 77566

OFFICIAL RECORDS

509
1560

7-14-54
NON-EXCLUSIVE EASEMENT FOR UNDERGROUND FACILITIES

This EASEMENT entered into by the undersigned PREFERRED ENVIRONMENT, INC., a Texas corporation, acting by and through its President, hereto duly authorized and empowered, herein referred to as GRANTOR, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE.

For and in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, receipt of which is herein acknowledged GRANTOR does by these presents GRANT, BARGAIN, SELL, CONVEY, and CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace, and remove such underground telecommunication systems and lines, and all appurtenances thereto, as may be required by GRANTEE from time to time, over and under the following described strip of land, but subject to the further provisions of this instrument:

A strip of land ten (10') feet in width being parallel with and adjacent to both the North and South right-of-way lines of BEACHFRONT DRIVE, a private roadway, as shown on plat of 21.53 acres out of the S. R. Fisher League, Matagorda County, Texas, designated "STERLING SHORES" shallias reflected by plat thereof of record in Book 7, Page 4, Plat Records of Matagorda County, Texas.

Also included herein is the right to use an additional ten (10') feet adjacent to the above-described strips as a Temporary Work Space during the construction of the herein described facilities, but only during the calendar year of 1984.

Grantee accepts this easement subject to the following provisions:

- (1) All installations shall be below the grade level of said Beachfront Drive;
- (2) Grantor reserves the right to utilize said strips of land for the installation of other utilities by it, or by its assigns; and
- (3) Grantee agrees that if the County of Matagorda, the Highway Department of the State of Texas, or any other state or municipal authority, desires to widen or extend, or to change the routing of said roadway, then Grantee, upon request of such authority, will remove and relocate its facilities at its own expense.

TO HAVE AND TO HOLD the same, with all rights and appurtenances to the same belonging, unto GRANTEE, its successors and assigns until the use of the easement is relinquished or abandoned.

Grantee, its successors and assigns shall repair and restore the property and pay for any damage done to Grantor's property by reason of construction and maintenance work.

Grantor warrants that it is the owner of the land herein conveyed and has the right to make this conveyance, and covenants that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

EXECUTED, this 4th day of January, 1984.

PREFERRED ENVIRONMENTS, INC.
By Jean Holloway, President

PAY BY DR. CO. N.
C.E.S. - 0 -

Buyer Initials

Seller Initials

OFFICIAL RECORDS

Vol 704543

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JEAN HOLLOWAY, President of PREFERRED ENVIRONMENTS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same as the act and deed of said Corporation for the purposes and considerations therein expressed, and that the same is the act and deed of said PREFERRED ENVIRONMENTS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of January, 1984.



Lane E. Webb
Notary Public in and for
Washington County, Texas
LANE E. WEBB
NOTARY-STATE OF TEXAS
COMMISSION EXPIRES
6-25-86

FILED

FEB 27 1984

Lane E. Webb
COUNTY CLERK
WASHINGTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF WASHINGTON
I hereby certify that this instrument was FILED in File Number
[blank] at the City and of the State of Texas by me
and was duly RECORDED in the above named records of
Washington County, Texas on



FEB 27 1984

Lane E. Webb
COUNTY CLERK, Washington County, Texas

Bayer initials

Seller initials

THE STATE OF TEXAS
COUNTY OF MATAGORDA

8.50 pd.
1587

BOOK 503 PAGE 94

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Minnie Culver, a widow; Audrey L. Culver, a widow and James Lee Culver, both individually and as Independent Executors of the Estate of N. W. Culver, Deceased; Mary Culver Mecklenburg, joined herein by my husband, H. W. Mecklenburg; William G. Mecklenburg, acting by his Agent and Attorney-in-Fact, H. W. Mecklenburg; and Joan M. Finkerton and her husband, J. C. Finkerton, acting by and through their Agent and Attorney-in-Fact, H. W. Mecklenburg, all hereinafter called "Grantors" for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Sterling Holloway, Trustee, hereinafter called "Grantee", and the further consideration of the execution and delivery by the said Sterling Holloway, Trustee, of his certain promissory note of even date herewith for a sum certain as described in said promissory note, bearing interest at the rate therein set out, payable to the order of Minnie Culver; Audrey L. Culver; James Lee Culver, Mary Culver Mecklenburg; William G. Mecklenburg and Joan M. Finkerton; said note bearing the usual accelerating maturity clauses, pre-payments privileges and a provision for payment of attorney's fees if placed into the hands of an attorney for collection and said note being further secured in its payment by a deed of trust from Sterling Holloway, Trustee to Joe Entzinger, Trustee, of even date herewith, for the benefit of Grantors herein, the receipt and sufficiency of all of which consideration from Grantee is hereby duly acknowledged and confessed by Grantors; said note containing provisions relating to partial release of liens, to which reference is hereby made; have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said Sterling Holloway, Trustee, of Travis County, Texas, the following described tract or parcel of land, lying and being situated in the County of Matagorda, State of Texas, and more particularly described as follows, to-wit:

Buyer Initials

seller Initials

480.00 acre tract of land out of the George B. Culver Estate Tract on Matagorda Peninsula in the S. Rhodes Fisher 1/4th League, Abstract No. 35 and the Samuel Love Survey, Abstract No. 59, in Matagorda County, Texas, more particularly described as follows, to-wit:

BEGINNING at a cedar post found for the Point and Place of Beginning of the herein described 480.00 acre tract out of the George B. Culver 1757.9 acre estate tract on the Matagorda Peninsula in the S. Rhodes Fisher 1/4th League, Abstract No. 35 and the Samuel Love Survey, Abstract No. 59 in Matagorda County, Texas, said cedar post being South 22 deg. 01 minutes 27 seconds East, a distance of 1139.76 feet from a 4-inch galvanized iron pipe found for a reference point, said cedar post also being in the Easterly line of the aforementioned George B. Culver tract;

THENCE, North 21 deg. 30 minutes West with the Easterly line of the aforementioned George B. Culver tract a distance of 1000.0 feet to a 1-inch iron pipe set in said line for a corner of the herein described tract;

THENCE South 66 deg. 52 minutes West a distance of 6450.89 feet to a 1-inch iron pipe set for an interior corner at a point approximately 225 feet from the waters edge of a lagoon or pool located in said George B. Culver tract;

THENCE, North 42 degrees 01 minutes West on a line being approximately 225 feet at right angles from and parallel with the waters edge of the aforementioned lagoon, a distance of 338.76 feet to a 1-inch iron pipe set for an interior corner of the herein described tract;

THENCE, South 66 deg. 52 minutes 20 seconds West on a line approximately 225 feet at right angles from and parallel with the waters edge of the aforementioned lagoon a distance of 413.29 feet to a 1-inch iron pipe set for an interior corner, said iron pipe being approximately 225 feet from an existing interior fence in said George B. Culver tract;

THENCE, North 42 deg. 00 minutes 10 seconds West on a line approximately 225 feet at right angles from and parallel to the aforementioned existing interior fence a distance of 1911.0 feet to a 1-inch iron pipe set for a corner of the herein described tract;

THENCE, North 78 deg. 18 minutes 31 seconds West a distance of 871.48 feet to point for corner in the center line of a 150.0 feet wide F.N. Road #2031;

THENCE, South 16 deg. 41 minutes 29 seconds West with the center line of said F.N. Road #2031 a distance of 2443.65 feet to a point in said center line for a corner;

THENCE, North 78 deg. 18 minutes 31 seconds West on a line approximately 200 feet at right angles from and parallel to the Northeast line of the Culver Beach Development Company's Second Subdivision, a distance of 1010.25 feet to a point in the Westerly line of the aforementioned George B. Culver 1757.9 acre tract and the easterly line of the land conveyed to Isaac Arnold by deed recorded in Vol. 390, page 655, Matagorda County Deed Records;

THENCE, South 17 deg. 02 minutes West with the Westerly line of the said Culver tract a distance of 1264.95 feet to a point for corner;

THENCE, South 31 deg. 46 minutes West with the Westerly line of said Culver tract a distance of 1200.0 feet to a point for corner;

THENCE, South 44 deg. 54 minutes West with the Westerly line of said Culver tract a distance of 500.0 feet to a point for the most southerly corner of both the herein described tract and the said Culver 1757.9 acre tract of land;

THENCE, with the southerly line of the aforementioned George B. Culver 1757.9 acre tract of land, same being the southerly line of the herein described tract as follows:

Buyer Initials

Seller Initials

North, 74 deg. 52 minutes East a distance of 2229.26 feet;
North, 73 deg. 36 minutes East a distance of 800.0 feet;
North, 68 deg. 10 minutes East a distance of 3900.0 feet;
North, 66 deg. 52 minutes East a distance of 4100.0 feet;
North, 68 deg. 37 minutes East a distance of 2298.0 feet to
a point for the most Easterly corner of both the herein described tract and
the George S. Culver 1757.9 acre tract;

THENCE, North 21 deg. 36 minutes West with the Easterly line of the said George
S. Culver 1757.9 acre tract a distance of 231.0 feet to the Point and Place of
Beginning and containing 480.0 acres more or less.

It is expressly understood and agreed that Grantors except and
retain for themselves, their heirs and assigns, an undivided one-half (1/2)
of seven-eighths (7/8) of all the oil, gas, sulphur and other minerals in
and under said land, and it is expressly agreed and understood that Grantee,
his heirs, successors or assigns, shall have the full and exclusive executive
power and authority, wholly without the joinder of the Grantors herein, their
heirs, executors, administrators or assigns, to negotiate and effect, sell,
execute and deliver oil, gas and/or mineral leases on the whole of said land,
or any part or parts thereof, or any interest therein, when at any time the
same may not be under oil, gas or mineral lease, for such consideration and
for such length of time and on such other terms and conditions as the Grantee,
his heirs, successors or assigns, may in his sole and exclusive judgment de-
termine to be fair and just; but no lease shall be executed without a reser-
vation of a minimum of 1/6th royalty on all oil, gas and other minerals, and
\$2.50 per ton royalty on sulphur. Any such lease may, at the election of the
Grantee, his heirs, successors or assigns, contain provisions granting the
right to pool or unitize the lands covered by said lease, or any part thereof,
as often and as many times as he may deem appropriate with other lands, for
the mining, drilling, investigating, development and exploration thereof for
oil, gas or other minerals or either of them, which lease or leases shall be
fully binding upon the Grantors, their heirs and assigns, and upon the royalty,
rental and bonus interest herein reserved to Grantors, their heirs and assigns,
wholly without the necessity of their joining in or ratifying any instrument,
pooling or unitizing the lands covered by said lease or any part thereof.

Buyer initials

Seller initials

FILED
BOOK 503 PAGE 97

but 1/2 of the 7/8ths of the money received by Grantee, his heirs, successors or assigns, as bonus, rental or royalty shall be payable to Grantors herein, their heirs or assigns.

This conveyance is made and accepted subject to the following:

- (a) Easement granted for the Colorado Flood Discharge Channel;
- (b) Easement granted to the Texas State Highway Department for Farm Road 2031;
- (c) All other public utility easements that are visible or of record in the office of the County Clerk of Matagorda County, Texas;
- (d) All surface leases, copies of which have heretofore been furnished to Grantee herein;
- (e) A recorded Plat covering a portion of the premises herein conveyed which has not been cancelled by the Commissioners Court of Matagorda County, Texas; and
- (f) Any prescriptive right or rights that any person or persons may have as a result of the Texas Public Beach Acts of the State of Texas.

This conveyance shall cover and vest in the Grantee, his heirs, successors or assigns, the title to the three wells located on the land covered hereby with all equipment, water lines, pumps, parts, and machinery owned by Grantors and used in connection with the operation of said wells, whether situated on the land or not, Grantors hereby covenanting that the two wells equipped with electric pumps are on the date of delivery of this deed in good operating condition.

This deed shall further cover and include, and Grantors hereby grant and convey to Grantee, his heirs, successors or assigns, all land, if any, owned by Grantors between the Southeast line of the description of this land

Buyer Initials

Seller Initials

set forth in the preceding metas and bounds description and the lands owned by the State of Texas constituting the border of the Gulf of Mexico, as owned by the State of Texas; provided the warranty of this deed shall not be applicable to any area, if any, the title to which by encroachment of the Gulf of Mexico over said Southeast line shall have become vested in the State of Texas. The Northeast line of this tract shall extend at its South end to the boundary line of the border of the Gulf of Mexico as owned by the State of Texas, whether or not Southeast of the beginning point in the foregoing description and its North end shall extend no less than 1,000 feet from a point 200 feet from mean low tide or from the beginning point, whichever is further.

TO HAVE AND TO HOLD the lands and premises described herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Sterling Holloway, Trustee, his heirs, successors and assigns forever, and we, the Grantors, do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said lands and premises conveyed by this deed unto the said Sterling Holloway, Trustee, his heirs, successors and assigns forever, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained herein against the herein described property and premises until the above described vendor's lien note, together with all interest thereon, are fully paid according to its face, tenor, effect and reading when this deed shall become absolute.

WITNESS OUR HANDS, this the 5th day of December, A. D. 1971.

Minnie Culver
Minnie Culver

Audrey L. Culver
Audrey L. Culver, individually and as
Independent Executrix of the Estate of
N. W. Culver, Deceased

Buyer initials

seller initials

James Lee Culver
James Lee Culver, Individually and as
Independent Executor of the Estate of
N. W. Culver, Decceased

Mary Culver Mecklenburg
Mary Culver Mecklenburg

H. W. Mecklenburg
H. W. Mecklenburg

William C. Mecklenburg

By: H. W. Mecklenburg
H. W. Mecklenburg, Agent and
Attorney-in-Fact

Joan M. Pinkerton & J. G. Pinkerton

By: H. W. Mecklenburg
H. W. Mecklenburg, Agent and
Attorney-in-Fact

Buyer initials

Seller initials

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BOOK 503 PAGE 100

BEFORE ME, the undersigned authority, on this day personally appeared Minnie Culver, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of December, A. D. 1971.



D. P. Simons
Notary Public in and for
Matagorda County, Texas

D. P. SIMONS
Notary Public in and for
Matagorda County, Texas
My Commission Expires June 1, 1972

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared Audrey L. Culver, a widow, and James Lew Culver, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same individually and as Independent Executors of the Estate of N. W. Culver, Deceased 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 December, A. D. 1971.



D. P. Simons
Notary Public in and for
Matagorda County, Texas

D. P. SIMONS
Notary Public in and for
Matagorda County, Texas
My Commission Expires June 1, 1972

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared H. W. Mecklenburg and wife, Mary Culver Mecklenburg, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of December, A. D. 1971.



D. P. Simons
Notary Public in and for
Matagorda County, Texas

D. P. SIMONS
Notary Public in and for
Matagorda County, Texas
My Commission Expires June 1, 1972

Buyer Initials

Seller Initials

FILED
BOOK 503 PAGE 101

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared H. W. Mecklenburg, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of William G. Mecklenburg, Joan N. Pinkerton and J. G. Pinkerton, the parties thereto, and acknowledged to me that he executed the same as Agent and Attorney-in-Fact for the said William G. Mecklenburg, Joan N. Pinkerton and J. G. Pinkerton, and that the said William G. Mecklenburg, Joan N. Pinkerton and J. G. Pinkerton executed the same by and through him, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, A. D. 1971.

D. R. Sumner
Notary Public in and for
Matagorda County, Texas



Notary Commission Expires July 1, 1973

FILED FOR RECORD
AT 4:00 O'CLOCK P.M.
DEC 9. 1971
HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY Charles H. Hutto DEPUTY

Filed for record the 9th day of December, A. D. 1971.
Duly recorded this the 9th day of December, A. D. 1971 at 4:00 o'clock P.M.
D. R. Sumner Deputy
Hilma S. Huitte, County Clerk
Matagorda County, Texas

Buyer Initials

seller Initials

taining and removing said poles, wires and appurtenances; and the right to remove from said land all trees and parts thereof, or other obstructions which endanger or interfere with the safety or efficiency of said line or its appurtenances.

TO HAVE AND TO HOLD the above described rights, easements and rights of way unto the said Central Power and Light Company, its successors and assigns, until said line shall be abandoned and removed; and Central Power and Light Company, its successors and assigns, agree that in the event said lines shall be abandoned that they will remove same within sixty (60) days after said abandonment.

It is specifically agreed and understood that any electric line constructed under this easement grant shall be constructed, maintained and operated as to clearances under and in accordance with the National Electrical Safety Code, as published in March 1958 by the National Bureau of Standards, Handbook 30.

Central Power and Light Company shall be liable for any and all damages to the land, fences, crops, bridges and roads caused to the property of the grantors herein by the installation, construction, maintenance and operation of said lines and poles on said property. It is further agreed and understood that Central Power and Light Company shall hold harmless the grantors herein from any cause of action that may arise against the grantors, their heirs or assigns, caused by the construction, maintenance and operation of said lines and poles.

EXECUTED THIS 13th day of April, A. D. 1958.

Lillie Culver
Lillie Culver

A. S. Culver
A. S. Culver

W. W. Culver
W. W. Culver

W. W. Culver
W. W. Culver

Mary Culver Mecklenburg
Mary Culver Mecklenburg

H. W. Mecklenburg
H. W. Mecklenburg

-2-

THE STATE OF TEXAS
COUNTY OF NATAGORDA

Buyer Initials Seller Initials

BEFORE ME, the undersigned authority, on this day personally appeared LILLIE CULVER, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

13th GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared A. S. CULVER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared N. W. CULVER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared E. N. CULVER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared H. W. MECKLENBURG and MARY CULVER MECKLENBURG, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said MARY CULVER MECKLENBURG, wife of the said H. W. MECKLENBURG, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY CULVER MECKLENBURG, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish

Buyer Initials *Seller Initials*

to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of June, A. D. 1958.

June

Doris Thelma Williams
Notary Public In and for
Matagorda County, Texas

Filed for Record on the 14 day of June A. D. 1958, at 6:48 o'clock P.M.

Duly Recorded this the 20 day of June A. D. 1958, at 10 o'clock P.M.

Instrument No. 26838 HILMA S. HUITT, County Clerk
Matagorda County, Texas

By Krasshellink Deputy

Assignment
Arkansas Fuel Oil Corporation
and
Turnbull & Zech Drilling Co.
To
Linden Barrett

FILED FOR RECORD
June 14 1958 at 9:35
C/O H. M. Hill
Hilma S. Huitt
County Clerk, Matagorda County
By Linden Barrett
Filed by Linden Barrett
Return to hold
Charge to hold
Fees 4.00

STATE OF TEXAS }
COUNTY OF MATAGORDA } 26838

KNOW ALL MEN BY THESE PRESENTS:

That Arkansas Fuel Oil Corporation, a Delaware corporation, with its principal office located in the City of Shreveport, Louisiana, and Turnbull and Zech Drilling Company, a Texas corporation, with an office located in the City of Corpus Christi, Texas, hereinafter sometimes jointly referred to as "Assignors", for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to them paid and delivered by Linden Barrett, a resident of the City of Bay City, Texas, hereinafter sometimes referred to as "Assignee", the receipt and sufficiency whereof are hereby acknowledged, have granted, bargained, transferred and assigned, and by these presents do grant, bargain, transfer and assign unto Assignee, subject to the terms, provisions and limitations herein specified, an undivided one sixty-fourth of seven-eighths (1/64 of 7/8) of the oil, gas and other minerals in and under, or which may be produced from, the lands described and referred to in Exhibit "A" attached hereto and made a part hereof, under the oil, gas and mineral leases also described and referred to in Exhibit "A", from

Buyer initials

Seller initials



TEXAS DEPARTMENT OF INSURANCE
Property & Casualty Program - Windstorm Inspections / MC 103-1E
333 Guadalupe • P. O. Box 149104, Austin, Texas 78714-9104
(512) 322-2203 or Fax • (512) 322-2273

CERTIFICATE OF COMPLIANCE

Date of Construction: 06/25/2010
Application ID: 623184 Certification Number: 567618
Zone Type: RESIDENTIAL Building Type: HOUSE
Certification Type: NEW Certification Detail: NEW (ENTIRE BUILDING) Certification Date: 10/18/2010 Engineer/Non-Engineer: ENGINEERED
PREVIOUS HOUSE WAS REMOVED FROM SITE

Location of Property to be Insured:

Street Lot Block Tract or Addition
512 BEACHFRONT DRIVE
City County State
MATAGORDA MATAGORDA TEXAS
OUTSIDE CITY LIMITS
SEAWARD - SEAWARD - 2006 IRC INTL RESIDENTIAL CODE

THE INFORMATION CONTAINED IN THIS ELECTRONIC FORM HAS BEEN PROVIDED TO INDICATE EVIDENCE OF CERTIFICATION BY THE TEXAS DEPARTMENT OF INSURANCE. THIS INFORMATION CONFIRMS THAT THE CONSTRUCTION LISTED HAS BEEN EITHER ERECTED, ALTERED, AND/OR REPAIRED IN ACCORDANCE WITH THE BUILDING CONSTRUCTION REQUIREMENTS FOR WINDSTORM COVERAGE AS OUTLINED IN SECTION 6A, ARTICLE 21.49 OF THE TEXAS INSURANCE CODE.

Buyer Initials

seller initials