



Matagorda, TX Online & Live AUCTION

(4) PARCELS OF 98.46 AC. EACH. OR TOTAL TRACT 393.84 AC.



Being sold at ABSOLUTE AUCTION, NO RESERVE!!!!!!! Online biddings started concluding with live auction 12-16-2016 at 1PM, Sale location 512 Beachfront Dr. Matagorda, TX 77457. CASH ONLY, AS-IS, go to www.rebidsales.com for terms and conditions, contract, disclosures, title info. 10% BUYER'S PREMIUM. Take this opportunity to own your piece of the island, each tract fronts on Gulf of Mexico waterfront beach AND extends to East Matagorda Bay. Excellent fishing, hunting and bird watching. Hunt ducks, doves, hogs, deer, ETC.. and have some of the very vest wade fishing of the Texas coast.



Roger Chambers TDLR# 1709
Cell-979-830-7708
Email-rchambers@rebidsales.com



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



FIELDNOTE DESCRIPTION
98.46 ACRES
TRACT 2

STATE OF TEXAS }
COUNTY OF MATAGORDA }

All of that certain tract or parcel containing 98.46 acres situated in the Samuel Love League, Abstract No. 59 of Matagorda County, Texas and being a part of the same property described as 492.37 acres in Special Warranty Deed dated April 20, 2012 from John C. Dickerson, III, Dependent Administrator of the Estate of Harry Graves Burkhart, III, to Executive Decisions, LLC, recorded in File No. 122342 of the Official Records of Matagorda County, Texas. This 98.46 acres is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Mean High High Water of the Gulf of Mexico and the Northeast line of the East ½ of the West ½ of 2214 acres described in Item "C" of the First Part of Partition Deed recorded in Volume 228, Page 133 of the Deed records of Matagorda County, Texas and at the South corner of the above referenced 492.37 acre tract and at the South corner of another 98.46 acre tract designated Tract 1 also surveyed on this day (N13,421,117.46; E2,954,535.39);

THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:
North 64° 33' 47" East a distance of 743.50 feet,
North 64° 57' 09" East a distance of 54.90 feet for the East corner of the said Tract 1 and for the South corner and **PLACE OF BEGINNING** of this 98.46 acres being described;

THENCE North 25° 09' 16" West, with the Northeast line of the said Tract 1, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 864.16 feet and pass another 5/8 inch iron rod set on line at a distance of 5477.89 feet and continuing a total distance of 5497.89 feet to the Mean High High Water of East Matagorda Bay for the North corner of the said Tract 1 and for the West corner of this 98.46 surface acres being described;

THENCE with the Mean High High Water of East Matagorda Bay along the following meanders:
North 87° 34' 48" East a distance of 131.06 feet,
South 63° 56' 20" East a distance of 60.55 feet,
South 27° 14' 20" East a distance of 85.18 feet,
South 17° 46' 33" East a distance of 82.78 feet,
South 19° 03' 44" East a distance of 100.37 feet,
South 04° 31' 05" East a distance of 63.37 feet,
South 03° 33' 29" West a distance of 55.33 feet,
South 17° 21' 55" West a distance of 52.74 feet,
South 03° 22' 06" West a distance of 53.58 feet,
South 30° 35' 42" East a distance of 26.80 feet,
North 21° 48' 54" East a distance of 31.06 feet,
North 13° 09' 21" East a distance of 35.59 feet,

FIELDNOTE DESCRIPTION
98.46 ACRES
TRACT 2

(continued)

North 43° 26' 59" East a distance of 61.22 feet,
North 14° 02' 40" East a distance of 26.88 feet,
North 05° 06' 06" East a distance of 56.43 feet,
North 19° 06' 05" East a distance of 55.87 feet,
North 15° 29' 51" West a distance of 85.99 feet,
North 03° 39' 27" East a distance of 78.16 feet,
North 27° 34' 27" East a distance of 141.52 feet,
North 43° 56' 11" East a distance of 51.38 feet,
North 84° 59' 31" East a distance of 116.01 feet,
South 49° 51' 03" East a distance of 53.98 feet,
North 73° 15' 56" East a distance of 130.14 feet,
North 60° 26' 30" East a distance of 120.13 feet for the West corner of

another 98.46 acre tract designated Tract 3 also surveyed on this day and for the North corner of this 98.46 acres being described;

THENCE South 25° 09' 16" East, crossing the said 492.37 acre tract with the Southwest line of the said Tract 3, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 20.00 feet and pass another 5/8 inch iron rod with plastic cap set on line at a distance of 4389.11 feet and continuing a total distance of 5252.33 feet to the Mean High High Water of the Gulf of Mexico for the South corner of the said Tract 3 and for the East corner of this 98.46 surface acres being described;


THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

South 64° 21' 11" West a distance of 119.25 feet,

South 64° 57' 09" West a distance of 692.64 feet to the **PLACE OF**

BEGINNING, containing within these metes and bounds 98.46 surface acres.

Distances, bearings and coordinates recited herein are Texas State Plane South Central Zone NAD83' Grid, based on U. S. C. & G. S. monument "Idol 2" (N13,414,029.96; E2,938,324.23). Mean High High Water is based on an elevation of 0.6 feet NAVD 88. To convert distances from Grid to Surface multiply by a combined scale factor of 1.00005115. This fieldnote description and a plat were prepared from a survey made on the ground under my direction on March 27, 2012.


G & W ENGINEERS, INC.
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



Page Two

FIELDNOTE DESCRIPTION
98.46 ACRES
TRACT 3

STATE OF TEXAS }
COUNTY OF MATAGORDA }

All of that certain tract or parcel containing 98.46 acres situated in the Samuel Love League, Abstract No. 59 of Matagorda County, Texas and being a part of the same property described as 492.37 acres in Special Warranty Deed dated April 20, 2012 from John C. Dickerson, III, Dependent Administrator of the Estate of Harry Graves Burkhart, III, to Executive Decisions, LLC, recorded in File No. 122342 of the Official Records of Matagorda County, Texas. This 98.46 acres is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Mean High High Water of the Gulf of Mexico and the Northeast line of the East ½ of the West ½ of 2214 acres described in Item "C" of the First Part of Partition Deed recorded in Volume 228, Page 133 of the Deed records of Matagorda County, Texas and at the South corner of the above referenced 492.37 acre tract and at the South corner of another 98.46 acre tract designated Tract 1 also surveyed on this day (N13,421,117.46; E2,954,535.39);

THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:
North 64° 33' 47" East a distance of 743.50 feet,
North 64° 57' 09" East a distance of 747.54 feet,
North 64° 21' 11" East a distance of 119.25 feet for the East corner of another 98.46 acre tract designated Tract 2 also surveyed on this day and for the South corner and **PLACE OF BEGINNING** of this 98.46 acres being described;

THENCE North 25° 09' 16" West, with the Northeast line of the said Tract 2, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 863.22 feet and pass another 5/8 inch iron rod set on line at a distance of 5232.33 feet and continuing a total distance of 5252.33 feet to the Mean High High Water of East Matagorda Bay for the North corner of the said Tract 2 and for the West corner of this 98.46 surface acres being described;

THENCE with the Mean High High Water of East Matagorda Bay along the following meanders:

North 60° 26' 30" East a distance of 101.32 feet,
North 41° 17' 04" East a distance of 114.77 feet,
North 12° 10' 02" East a distance of 132.43 feet,
North 56° 52' 59" East a distance of 97.43 feet,
North 72° 13' 28" East a distance of 78.41 feet,
North 49° 50' 36" East a distance of 73.37 feet,
North 76° 28' 22" East a distance of 51.96 feet,
North 37° 02' 11" East a distance of 123.49 feet,
North 43° 19' 56" East a distance of 97.21 feet,
North 67° 57' 04" East a distance of 19.75 feet for the West corner of

another 98.46 acre tract designated Tract 5 also surveyed on this day and for the North corner of this 98.46 acres being described;

THENCE South 25° 09' 16" East, with the Southwest line of the said Tract 5, pass a 5/8 inch iron rod set on line at a distance of 20.00 feet and continuing a total distance

THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:
North 64° 33' 47" East a distance of 743.50 feet,
North 64° 57' 09" East a distance of 747.54 feet,
North 64° 21' 11" East a distance of 119.25 feet for the East corner of
another 98.46 acre tract designated Tract 2 also surveyed on this day and for the South
corner and **PLACE OF BEGINNING** of this 98.46 acres being described;

THENCE North 25° 09' 16" West, with the Northeast line of the said Tract 2, pass a 5/8 inch
iron rod with plastic cap set on line at a distance of 863.22 feet and pass another 5/8 inch iron
rod set on line at a distance of 5232.33 feet and continuing a total distance of 5252.33 feet to
the Mean High High Water of East Matagorda Bay for the North corner of the said Tract 2
and for the West corner of this 98.46 surface acres being described;

THENCE with the Mean High High Water of East Matagorda Bay along the following
meanders:

North 60° 26' 30" East a distance of 101.32 feet,
North 41° 17' 04" East a distance of 114.77 feet,
North 12° 10' 02" East a distance of 132.43 feet,
North 56° 52' 59" East a distance of 97.43 feet,
North 72° 13' 28" East a distance of 78.41 feet,
North 49° 50' 36" East a distance of 73.37 feet,
North 76° 28' 22" East a distance of 51.96 feet,
North 37° 02' 11" East a distance of 123.49 feet,
North 43° 19' 56" East a distance of 97.21 feet,
North 67° 57' 04" East a distance of 19.75 feet for the West corner of

another 98.46 acre tract designated Tract 5 also surveyed on this day and for the North
corner of this 98.46 acres being described;

THENCE South 25° 09' 16" East, with the Southwest line of the said Tract 5, pass a 5/8 inch
iron rod with plastic cap set on line at a distance of 20.00 feet and continuing a total distance
of 1281.63 feet to the Mean High High Water of East Matagorda Bay;

THENCE with the Mean High High Water of East Matagorda Bay along the following
meanders:

South 02° 36' 18" West a distance of 38.27 feet,
North 87° 10' 30" West a distance of 46.23 feet,
North 59° 03' 09" West a distance of 29.91 feet,
South 80° 33' 06" West a distance of 87.43 feet,
South 58° 45' 32" West a distance of 82.25 feet,

FIELDNOTE DESCRIPTION
98.46 ACRES
TRACT 3

(continued)

South 89° 20' 51" West a distance of 43.89 feet,
South 42° 05' 45" East a distance of 22.02 feet,
South 51° 07' 58" East a distance of 36.08 feet,
South 04° 11' 18" East a distance of 37.23 feet,
South 14° 50' 17" West a distance of 31.86 feet,
South 01° 47' 29" East a distance of 29.00 feet,
North 30° 25' 41" East a distance of 48.32 feet,
North 60° 05' 05" East a distance of 34.51 feet,
North 74° 03' 55" East a distance of 39.59 feet,
North 80° 22' 06" East a distance of 48.72 feet,
South 80° 17' 58" East a distance of 69.88 feet,
North 83° 50' 03" East a distance of 33.73 feet,
North 84° 24' 12" East a distance of 46.44 feet,
South 72° 29' 06" East a distance of 15.01 feet for the West corner of

another 98.46 acre tract designated Tract 4 also surveyed on this day and for a corner of this 98.46 acres being described;

THENCE South 25° 09' 16" East, with the Southwest line of the said Tract 4, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 3212.43 feet and continuing a total distance of 4067.30 feet to the Mean High High Water of East Matagorda Bay for the South corner of the said Tract 4 and for the East corner of this 98.46 acres being described;


THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

South 64° 15' 48" West a distance of 174.06 feet,

South 64° 21' 11" West a distance of 627.89 feet to the **PLACE OF**

BEGINNING, containing within these metes and bounds 98.46 surface acres.

Distances, bearings and coordinates recited herein are Texas State Plane South Central Zone NAD83' Grid, based on U. S. C. & G. S. monument "Idol 2" (N13,414,029.96; E2,938,324.23). Mean High High Water is based on an elevation of 0.6 feet NAVD 88. To convert distances from Grid to Surface multiply by a combined scale factor of 1.00005115. This fieldnote description and a plat were prepared from a survey made on the ground under my direction on March 27, 2012.


G & W ENGINEERS, INC.
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



FIELDNOTE DESCRIPTION

87.12 ACRES

TRACT 4

STATE OF TEXAS }
COUNTY OF MATAGORDA }

All of that certain tract or parcel containing 87.12 acres situated in the Samuel Love League, Abstract No. 59 of Matagorda County, Texas and being a part of the same property described as 492.37 acres in Special Warranty Deed dated April 20, 2012 from John C. Dickerson, III, Dependent Administrator of the Estate of Harry Graves Burkhart, III, to Executive Decisions, LLC, recorded in File No. 122342 of the Official Records of Matagorda County, Texas. This 87.12 acres is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Mean High High Water of the Gulf of Mexico and the Northeast line of the East ½ of the West ½ of 2214 acres described in Item "C" of the First Part of Partition Deed recorded in Volume 228, Page 133 of the Deed records of Matagorda County, Texas and at the South corner of the above referenced 492.37 acre tract and at the South corner of another 98.46 acre tract designated Tract 1 also surveyed on this day (N13,421,117.46; E2,954,535.39);

THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

North 64° 33' 47" East a distance of 743.50 feet,

North 64° 57' 09" East a distance of 747.54 feet,

North 64° 21' 11" East a distance of 747.14 feet,

North 64° 15' 48" East a distance of 174.06 feet for the East corner of another

98.46 acre tract designated Tract 3 also surveyed on this day and for the South corner and **PLACE OF BEGINNING** of this 87.12 acres being described;

THENCE North 25° 09' 16" West, with the Northeast line of the said Tract 3, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 854.87 feet and continuing a total distance of 4067.30 feet to the Mean High High Water of East Matagorda Bay for a corner of the said Tract 3 and for the West corner of this 87.12 surface acres being described;

THENCE with the Mean High High Water of East Matagorda Bay along the following meanders:

South 72° 29' 06" East a distance of 21.10 feet,

North 56° 52' 52" East a distance of 77.91 feet,

North 69° 27' 23" East a distance of 54.20 feet,

South 73° 18' 41" East a distance of 75.69 feet,

South 23° 19' 19" East a distance of 27.83 feet,

North 55° 24' 43" East a distance of 37.03 feet,

South 76° 19' 07" East a distance of 39.47 feet,

North 85° 10' 22" East a distance of 35.04 feet,

North 05° 54' 40" East a distance of 28.65 feet,

North 77° 40' 10" East a distance of 16.11 feet

South 39° 59' 24" East a distance of 43.61 feet,

South 84° 48' 33" East a distance of 21.73 feet,

North 14° 02' 44" West a distance of 38.50 feet,

North 54° 22' 43" West a distance of 32.06 feet,

FIELDNOTE DESCRIPTION
87.12 ACRES
TRACT 4

(continued)

North 61° 27' 50" West a distance of 38.06 feet,
North 29° 45' 46" West a distance of 15.85 feet,
North 72° 36' 30" East a distance of 34.52 feet,
North 23° 23' 54" West a distance of 19.81 feet,
North 87° 23' 28" West a distance of 27.69 feet,
South 84° 12' 44" West a distance of 29.32 feet,
North 65° 10' 13" West a distance of 28.34 feet,
North 04° 21' 51" West a distance of 107.18 feet,
North 36° 21' 11" West a distance of 155.44 feet,
North 18° 19' 09" West a distance of 281.84 feet,
North 06° 44' 10" East a distance of 151.95 feet,
South 89° 30' 34" East a distance of 197.97 feet,
North 52° 56' 25" East a distance of 221.05 feet,
North 33° 24' 15" East a distance of 51.06 feet for the West corner of another

98.46 acre tract designated Tract 6 also surveyed on this day and for the North corner of this 87.12 acres being described;

THENCE South 25° 09' 16" East, with the Southwest line of the said Tract 6, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 20.00 feet and pass another 5/8 inch iron rod with plastic cap set on line at a distance of 3884.29 feet and continuing a total distance of 4736.72 feet to the Mean High High Water of the Gulf of Mexico for the South corner of the said Tract 6 and for the East corner of this 87.12 acres being described;


THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

South 65° 48' 26" West a distance of 278.88 feet,

South 64° 15' 48" West a distance of 576.32 feet to the **PLACE OF BEGINNING**,

containing within these metes and bounds 87.12 surface acres.

Distances, bearings and coordinates recited herein are Texas State Plane South Central Zone NAD83' Grid, based on U. S. C. & G. S. monument "Idol 2" (N13,414,029.96; E2,938,324.23). Mean High High Water is based on an elevation of 0.6 feet NAVD 88. To convert distances from Grid to Surface multiply by a combined scale factor of 1.00005115. This fieldnote description and a plat were prepared from a survey made on the ground under my direction on March 27, 2012.


G & W ENGINEERS, INC.
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



FIELDNOTE DESCRIPTION
11.34 ACRES
TRACT 5

STATE OF TEXAS }
COUNTY OF MATAGORDA }

All of that certain tract or parcel containing 11.34 acres situated in the Samuel Love League, Abstract No. 59 of Matagorda County, Texas and being a part of the same property described as 492.37 acres in Special Warranty Deed dated April 20, 2012 from John C. Dickerson, III, Dependent Administrator of the Estate of Harry Graves Burkhart, III, to Executive Decisions, LLC, recorded in File No. 122342 of the Official Records of Matagorda County, Texas. This 11.34 acres is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Mean High High Water of the Gulf of Mexico and the Northeast line of the East ½ of the West ½ of 2214 acres described in Item "C" of the First Part of Partition Deed recorded in Volume 228, Page 133 of the Deed records of Matagorda County, Texas and at the South corner of the above referenced 492.37 acre tract and at the South corner of another 98.46 acre tract designated Tract 1 also surveyed on this day (N13,421,117.46; E2,954,535.39);

THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

- North 64° 33' 47" East a distance of 743.50 feet,
- North 64° 57' 09" East a distance of 747.54 feet,
- North 64° 21' 11" East a distance of 747.14 feet,
- North 64° 15' 48" East a distance of 174.06 feet for the East corner

of another 98.46 acre tract designated Tract 3 also surveyed on this day and for the South corner of an 87.12 acre tract designated Tract 4 also surveyed on this day;

THENCE North 25° 09' 16" West, with the common line between the said Tracts 3 and 4 and it's Northerly projection, a distance of 4226.63 feet for a corner of the said Tract 3 and for the South corner and **PLACE OF BEGINNING** of this 11.34 acres being described;

THENCE North 25° 09' 16" West, with the Northeast line of the said Tract 3, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 1261.63 feet and continuing a total distance of 1281.63 feet to the Mean High High Water of East Matagorda Bay for the North corner of the said Tract 3 and for the West corner of this 11.34 surface acres being described;

**FIELDNOTE DESCRIPTION
11.34 ACRES
TRACT 5**

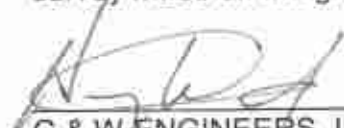
(continued)

THENCE with the Mean High High Water of East Matagorda Bay along the following meanders:

North 67° 57' 04" East a distance of 124.57 feet,
South 79° 31' 53" East a distance of 108.03 feet,
South 26° 14' 38" East a distance of 63.73 feet,
South 36° 31' 48" East a distance of 109.33 feet,
South 82° 05' 11" East a distance of 170.25 feet,
South 73° 18' 26" East a distance of 91.89 feet,
North 84° 56' 18" East a distance of 172.38 feet,
South 75° 16' 32" East a distance of 361.02 feet,
South 17° 39' 16" West a distance of 20.75 feet,
South 50° 12' 41" West a distance of 270.71 feet,
South 86° 19' 43" West a distance of 198.69 feet,
South 31° 51' 58" West a distance of 154.68 feet,
South 13° 41' 19" East a distance of 335.99 feet,
South 36° 55' 08" East a distance of 207.07 feet,
South 43° 17' 53" West a distance of 51.92 feet,
North 90° 00' 00" West a distance of 68.98 feet,
South 88° 15' 09" West a distance of 74.71 feet,
South 74° 51' 21" West a distance of 56.70 feet,
South 48° 49' 54" West a distance of 30.29 feet,
South 02° 36' 18" West a distance of 11.91 feet to the **PLACE OF**

BEGINNING, containing within these metes and bounds 11.34 surface acres.

Distances, bearings and coordinates recited herein are Texas State Plane South Central Zone NAD83' Grid, based on U. S. C. & G. S. monument "Idol 2" (N13,414,029.96; E2,938,324.23). Mean High High Water is based on an elevation of 0.6 feet NAVD 88. To convert distances from Grid to Surface multiply by a combined scale factor of 1.00005115. This fieldnote description and a plat were prepared from a survey made on the ground under my direction on March 27, 2012.


G & W ENGINEERS, INC.
Henry A. Danysh
Registered Professional
Land Surveyor, No. 5088



FIELDNOTE DESCRIPTION

98.46 ACRES

TRACT 6

STATE OF TEXAS }
COUNTY OF MATAGORDA }

All of that certain tract or parcel containing 98.46 acres situated in the Samuel Love League, Abstract No. 59 of Matagorda County, Texas and being a part of the same property described as 492.37 acres in Special Warranty Deed dated April 20, 2012 from John C. Dickerson, III, Dependent Administrator of the Estate of Harry Graves Burkhart, III, to Executive Decisions, LLC, recorded in File No. 122342 of the Official Records of Matagorda County, Texas. This 98.46 acres is more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the Mean High High Water of the Gulf of Mexico and the Northeast line of the East ½ of the West ½ of 2214 acres described in Item "C" of the First Part of Partition Deed recorded in Volume 228, Page 133 of the Deed records of Matagorda County, Texas and at the South corner of the above referenced 492.37 acre tract and at the South corner of another 98.46 acre tract designated Tract 1 also surveyed on this day (N13,421,117.46; E2,954,535.39);

THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

North 64° 33' 47" East a distance of 743.50 feet,

North 64° 57' 09" East a distance of 747.54 feet,

North 64° 21' 11" East a distance of 747.14 feet,

North 64° 15' 48" East a distance of 750.37 feet,

North 65° 48' 26" East a distance of 278.88 feet for the East corner of an 87.12

acre tract designated Tract 4 also surveyed on this day and for the South corner and **PLACE OF BEGINNING** of this 98.46 acres being described;

THENCE North 25° 09' 16" West, with the Northeast line of the said Tract 4, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 852.42 feet and pass another 5/8 inch iron rod set on line at a distance of 4716.72 feet and continuing a total distance of 4736.72 feet to the Mean High High Water of East Matagorda Bay for the North corner of the said Tract 4 and for the West corner of this 98.46 surface acres being described;

THENCE with the Mean High High Water of East Matagorda Bay along the following meanders:

North 33° 24' 15" East a distance of 89.72 feet,

North 22° 33' 38" West a distance of 76.76 feet,

North 72° 13' 20" West a distance of 369.11 feet,

South 82° 27' 36" West a distance of 154.45 feet,

North 50° 05' 22" West a distance of 158.27 feet,

North 33° 34' 33" East a distance of 104.57 feet,

North 03° 16' 19" East a distance of 278.40 feet,

North 20° 10' 48" West a distance of 303.44 feet,

North 62° 36' 37" West a distance of 34.98 feet,

South 16° 56' 24" West a distance of 51.18 feet,

North 75° 53' 07" West a distance of 19.14 feet,

North 18° 38' 56" West a distance of 42.76 feet,

**FIELDNOTE DESCRIPTION
98.46 ACRES
TRACT 6**

(continued)

North 17° 35' 42" East a distance of 49.86 feet,
North 69° 06' 29" East a distance of 98.27 feet,
North 63° 19' 28" East a distance of 54.99 feet,
North 35° 21' 25" East a distance of 105.07 feet,
North 73° 18' 30" East a distance of 81.75 feet,
South 89° 08' 37" East a distance of 103.78 feet,
South 12° 34' 24" East a distance of 116.68 feet,
South 47° 55' 22" East a distance of 128.78 feet,
South 56° 05' 29" East a distance of 85.77 feet,
South 71° 06' 56" East a distance of 107.68 feet,
North 75° 57' 12" East a distance of 129.84 feet,
South 65° 54' 32" East a distance of 23.76 feet,
South 12° 49' 36" West a distance of 101.02 feet,
South 26° 45' 02" East a distance of 88.87 feet,
South 43° 20' 40" East a distance of 154.53 feet,
North 80° 57' 41" East a distance of 141.45 feet,
North 84° 41' 09" East a distance of 94.51 feet to the West corner of the East ¼

of 22.14 acres described in item "H" of the Third Part of the above referenced Partition Deed and to the North corner of the said 492.37 acre tract for the North corner of this 98.46 acres being described;

THENCE South 25° 09' 16" East, with the Southwest line of the said item "H" and the Northeast line of the said 492.37 acre tract, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 5.00 feet and pass another 5/8 inch iron rod set on line at a distance of 4294.75 feet and pass another 5/8 inch iron rod with plastic cap set on line at a distance of 3884.29 feet and continuing a total distance of 4245.51 feet to the Mean High High Water of East the Gulf of Mexico for the East corner of this 98.46 acres being described;


THENCE with the Mean High High Water of the Gulf of Mexico with the following meanders:

South 62° 11' 44" West a distance of 244.08 feet,

South 65° 48' 26" West a distance of 481.88 feet to the **PLACE OF BEGINNING**,

containing within these metes and bounds 98.46 surface acres.

Distances, bearings and coordinates recited herein are Texas State Plane South Central Zone NAD83 Grid, based on U. S. C. & G. S. monument "Idol 2" (N13,414,029.96; E2,938,324.23). Mean High High Water is based on an elevation of 0.6 feet NAVD 88. To convert distances from Grid to Surface multiply by a combined scale factor of 1.00005115. This fieldnote description and a plat were prepared from a survey made on the ground under my direction on March 27, 2012.


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Page Two



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Real Estate Bid Sales Inc	9001955	rchambers@rebidsales.com	979-830-7708
Licensed Broker (Broker Firm Name or Primary Assumed Business Name)	License No.	Email	Phone
Jesse Buenger	598473	jbuenger@rebidsales.com	979-251-4477
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Roger Chambers	355843	rchambers@rebidsales.com	979-830-7708
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date



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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Matagorda Beach
Matagorda, TX 77414

CONCERNING THE PROPERTY AT

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.

Information about Special Flood Hazard Areas concerning

- (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 10/4/2016

Signature _____ Date _____



**ADDENDUM FOR
COASTAL AREA PROPERTY**
(SECTION 33.135, TEXAS NATURAL RESOURCES CODE)

TO CONTRACT CONCERNING THE PROPERTY AT

Matagorda Beach, Matagorda, TX 77414

(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.



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

Matagorda Beach, Matagorda, TX 77414

(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 _____

Seiler _____

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 12180, Austin, TX 78711-2180, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 34-4. This form replaces TREC No. 34-3.

5W1202038

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: April 20, 2012

Grantor: JOHN C. DICKERSON, III, Dependent Administrator of the ESTATE OF HARRY GRAVES BURKHART, III, deceased

Grantor's Mailing Address:

2230 Avenue F
Bay City, Texas 77414
Matagorda County

Grantee: EXECUTIVE DECISIONS, LLC

Grantee's Mailing Address:

316 E. Calhoun
El Campo, Texas 77437
Wharton County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

SURFACE ONLY of all of that certain tract or parcel containing 492.37 surface acres situated in the Samuel Love League, Abstract No. 59 of Matagorda County, Texas and being the same property described as the West 1/2 of the East 1/2 of 2214 acres in Item "F" of the Fourth part of Partition Deed dated October 1, 1951 between D. H. Braman, Ellen Braman Miller, Jack Miller, Mary Elizabeth Crouch, Louis Crouch, Julia H. Burkhart, Harry G. Burkhart and Elizabeth Burkhart, Individually and as Trustees for Harry G. Burkhart III, recorded in Volume 228, Page 133 of the Deed Records of Matagorda County, Texas. Also being the same tract described as a 553.50 acre tract situated in the Samuel Love League, Abstract No. 59, Matagorda County, Texas on the Inventory, Appraisalment, and List of Claims filed in Cause No. 8597 entitled the Estate of Harry Graves Burkhart, III, Deceased. This 492.37 surface acres is more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: SAVE AND EXCEPT, that out of the grant hereby made, there is excepted and reserved unto the Grantor herein, Grantor's heirs and assigns, all of the oil, gas and other minerals of every kind and character, in, on and under and that may be produced from the lands and premises hereinabove described, together with the right of ingress and egress at all times for the purpose of exploring, mining, drilling and producing oil, gas and other minerals and removing the same therefrom, forever.

Exceptions to Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the current year, 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.
2. Any titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.
3. Exception of oil, gas and other minerals and royalty interest, heretofore reserved or sold by predecessors in title, as set out in the following deeds:

Deed dated August 13, 1951, between D. H. Braman, et al, recorded in Volume 228 at page 133, Deed Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, as Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Arthur Joseph Milberger, et al, recorded under Clerk's File No. 106955, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, as Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Barbara Sue Spacek, recorded under Clerk's File No. 106994, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Daniel Lee Cole, recorded under Clerk's File No. 106995, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Eugene Bernard Cole, recorded under Clerk's File No. 106996, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Randall Clayton Cole, recorded under Clerk's File No. 106997, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Encore Trust, as Trustee of the Mary Gene Boyce 867 Management Trust, recorded under Clerk's File No. 106998, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Rosser Moody Cole, recorded under Clerk's File No. 106999, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Waddie Cole, recorded under Clerk's File No. 107000, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Dorothy Cole Dietrich, recorded under Clerk's File No. 107001, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Carolyn Cole Earnest, recorded under Clerk's File No. 107002, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Annie Lee Jones, recorded under Clerk's File No. 107003, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Judy Louise Metcalf, recorded under Clerk's File No. 107004, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Jack W. Lawter, Jr. and Diane W. Lawter, recorded under Clerk's File No. 107005, Official Records of Matagorda County, Texas.

Deed dated December 29, 2010, from John Dickerson, III, Temporary Administrator of the Estate of Harry Graves Burkhart, III, Deceased to Patricia Cole Davis, recorded under Clerk's File No. 110536, Official Records of Matagorda County, Texas.

4. Easement dated August 21, 1973, from Harry G. Burkhart, III and Elizabeth Burkhart Hite to Energy Development Corporation, recorded in Volume 532 at Page 738, Deed Records of Matagorda County, Texas.
5. Terms, Provisions, Conditions, and Dune Protection and Beachfront Construction Line set out and shown in Matagorda County Dune Protection and Beach Access Plan passed on February 13, 1995 by the Commissioner's Court of Matagorda County, Texas, recorded in Volume 30 at Page 796, Commissioner's Court Minutes of Matagorda County, Texas.
6. Lack of a right of access to and from the land.
7. Existing Road across the captioned property as shown on Survey Plat dated April 2, 2012, prepared by Henry A. Danysh, Registered Professional Land Surveyor No. 5088.

8. Rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED, GRANTOR HEREBY SPECIFICALLY DISCLAIMS AND GRANTEE HEREBY WAIVES ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING:

- a) **THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, WASTEWATER AND OTHER UTILITY SERVICES AVAILABLE TO THE PROPERTY, THE SOIL AND GEOLOGICAL CONDITIONS OF THE PROPERTY, OR THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIAL);**
- b) **THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, ENCUMBRANCE, LICENSE, OR OTHER CONDITION, OTHER THAN THE WARRANTY OF TITLE, OF OR RELATING TO THE PROPERTY; AND**
- c) **THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR ADMINISTRATIVE BODY, AGENCY OR AUTHORITY HAVING JURISDICTION OVER THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS, ORDINANCES AND REGULATIONS.**

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND GRANTEE WILL RELY SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR AND SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED BY GRANTOR WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR:

- a) **HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND**
- b) **DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**

THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," WHERE IS" BASIS AND WITH ALL FAULTS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED, GRANTOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. THIS PROVISION SHALL SURVIVE THE DELIVERY OF THIS DEED.

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

Estate of Harry Graves Burkhart, III, deceased

By: 
John C. Dickerson, III, Dependent Administrator

ACCEPTED AND APPROVED:

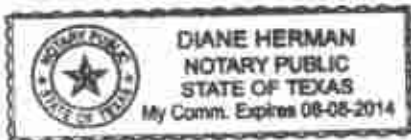
Executive Decisions, LLC

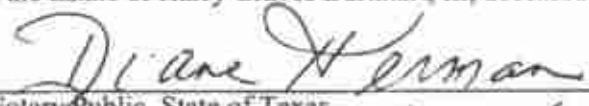
By: 
Timmy Ryan, President

STATE OF TEXAS)

COUNTY OF MATAGORDA)

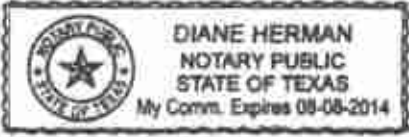
This instrument was acknowledged before me on April 20, 2012, by John C. Dickerson, III, Dependent Administrator of the Estate of Harry Graves Burkhart, III, deceased.




Notary Public, State of Texas
My commission expires: 8-8-14

STATE OF TEXAS)
COUNTY OF Matagorda)

This instrument was acknowledged before me on April 20, 2012, by Timmy Ryan, President of Executive Decisions, LLC.



Diane Herman
Notary Public, State of Texas
My commission expires: 8-8-14

PREPARED IN THE OFFICE OF AND
AFTER RECORDING RETURN TO:

Docket, Bouigny & Collins, LLP
207 W. Jackson
P.O. Box 1567
El Campo, TX 77437
Tel: (979) 543-6845
Fax: (979) 543-9516

TERMS & CONDITIONS
REBIDSALES INC. PROPERTY OFFERING
98.46 or 393.84 acres Samuel Love League A-59 MATAGORDA
County, 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 ABSOLUTE, WITHOUT reserve. Successful Bidder shall immediately sign Purchase Contract to be presented to Seller. 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
Executive Decisions LLC (“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: SURFACE ONLY, of land in the Samuel Love League Abstract 59, Matagorda County, Texas, shown on the attached survey and field notes as:

Tract or tracts _____ (98.46 acres) (initialed by buyer/seller) _____

Tracts 2,3,4,5&6 (393.48 acres) (initialed by buyer/seller) _____

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. n/a

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, field notes, vesting deed with mineral reservation and exceptions to warranty: 1,2,3,4,5,6,7,8 and disclaimer, waiver and as is statements (in vesting deed)

(c.) RE Bid Sales Terms & Conditions

(d.) Other: Information About Special Flood Hazard Areas, Addendum for Coastal Area Property, Addendum for property located Seaward of Gulf Intracoastal Waterway.

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: _____