



NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN pursuant to Section 551.041 of the Texas Government Code, that the Navigation and Canal Commissioners of the VICTORIA COUNTY NAVIGATION DISTRICT (the "District") will meet on October 02, 2020, at 9:00 a.m. utilizing the GoToMeeting Video/Teleconference platform. The meeting will be accessible via computer, tablet, or smartphone at: <https://global.gotomeeting.com/join/823733205>. Dial-in access is also available, toll free, at 1-866-899-4679. Access Code: 823-733-205.

The subjects of such meeting shall be:*

1. To review and consider ratification of a Stevedore and Freight Handling License issued to Hansa Meyer Global Transport USA, LLC, and take appropriate action.
2. To review and consider approval of a proposed contract for the District's purchase of an approximate eight (8) acre tract of land and the improvements thereon, located at 1088 Black Bayou Road No. 2, Bloomington, Texas 77951, and take appropriate action.
3. To review and consider a proposed revised Water Line and Wastewater Discharge Easement and a Consent to Co-Tenancy and Common Facilities Agreement between the District, Victoria Bloomington, LLC, Victoria Port Power, LLC, and Victoria Port Power II, LLC, and take appropriate action.
4. To review and consider a request from Victoria Express Pipeline, LLC for consent to that entity's proposed assignment of its existing Ground Lease (and associated easements) with the District to GulfMark Energy, Inc., or a subsidiary thereof, and take appropriate action.

WHEREFORE, this Notice is executed this 29th day of September, 2020 by the undersigned, hereunto duly authorized.

VICTORIA COUNTY NAVIGATION DISTRICT

By: /s/ Duane G. Crocker
Duane G. Crocker, Legal Counsel

*Any item on this agenda may be discussed in executive session as authorized by Texas law.

Robby Burdge
Chairman

Byron Burris, II
Vice-Chairman

Donald Pozzi
Secretary

Elton Calhoun
Commissioner

John H. Gilley, IV
Commissioner

Sean Stibich
Executive Director

Duane G. Crocker
Legal Counsel

VICTORIA COUNTY
NAVIGATION DISTRICT

1934 FM 1432
Victoria, TX 77905
Ph: 361-570-8855
Fax: 361-570-8854

www.portofvictoria.com

FILED

2020 SEP 29 A 8:54


HEIDI GALY
COUNTY CLERK
VICTORIA COUNTY, TEXAS



**PORT OF VICTORIA
STEVEDORE AND FREIGHT HANDLING LICENSE**

Date: 27 August 2020

Hansa Meyer Heavy Haul & Rigging USA, LLC (“Licensee”)

8502 Miller Road 3, Houston, TX 77049

This Stevedore and Freight Handling License (“License”) is issued pursuant to your request to the Victoria County Navigation District (“District”) to operate as a stevedore or freight handler at the Port of Victoria in Victoria County, Texas. By your acceptance of this License you expressly agree to all of the terms, conditions, and requirements set forth herein, the Stevedore and Freight Handling Regulations attached hereto, and any applicable provisions of the District’s Tariff, as may be amended from time to time (collectively the “License Requirements”). Further, you agree that all your operations pursuant to this License shall be in full compliance with all applicable laws, ordinances, statutes and/or regulations.

This License will be in force for one (1) year from the date hereof (the “Term”) and must be renewed annually. This License may be forfeited and revoked upon your failure to comply with the License Requirements. Permittee may perform stevedore and freight handling work at the Port of Victoria only during the specified Term. Prior to the commencement of any such work, Licensee shall furnish the District, in writing, the name and contact information of the person in charge of Licensee’s operations.

Licensee acknowledges that it has inspected the Port of Victoria facilities and accepts them in their present condition and agrees not to unreasonably interfere with the unobstructed use of the Port of Victoria’s facilities by others.

In consideration of the payment of the charges hereinafter set out, Licensee shall have the right to conduct stevedore and freight handling operations at all Port of Victoria facilities.

For the use of the foregoing property, and in addition to the annual license application fee, Licensee agrees to pay monthly to the District any applicable charges or fees contained in the District's established Tariff, as such may be amended from time to time.

All invoices and charges due the District are payable upon presentation at the District's office in Victoria County, Texas. Any invoice remaining unpaid 30 days past the invoice date is subject to an interest charge at the maximum rate allowed by law.

No assignment or subletting of the rights covered by this License may be made by Licensee without the prior written permission of the District.


VICTORIA COUNTY NAVIGATION DISTRICT

By: Sean Stibich

Sean Stibich
Executive Director

The foregoing License and all of its terms and conditions, including the Stevedore and Freight Handling Regulations attached to such License, the receipt of which is hereby acknowledged, is accepted by the Licensee this the 27th day of August, 2020.

Hansa Meyer Heavy Haul & Rigging USA, LLC

By: 

Name: Deanna M. Nettles
Title: Corporate Secretary

**PORT OF VICTORIA
STEVEDORE & FREIGHT HANDLING REGULATIONS**

No person, firm, corporation or other business entity shall conduct stevedore and/or freight handling operations or activities on the property of the Victoria County Navigation District (the "District") unless and until there shall first have obtained from the District

(i) a license authorizing such activity and prescribing such requirements of the licensee as may be established from time to time by the District, and (ii) the applicant has paid to the District a non-refundable license issuance fee of \$1,000.00. A request for such license shall be submitted to the District along with the license issuance fee. If, upon review by the District, the requesting party is found ready and able to perform the services requested, the District will issue a license to the applicant for a period of one (1) year from the date of the license. Issuance of the license shall be evidenced by the dated signature of a duly authorized District representative. A license may be revoked, or renewal denied, if licensee fails to comply with the terms of the license, these regulations, and/or the applicable provisions of the District's Tariff, as may be amended from time to time.

Prior to the issuance of a license, the District, in its discretion, may require the requesting party to provide, in writing, evidence as to its competency to provide the intended stevedore and freight handling services. Competency shall include operational expertise and principal supervisory personnel experience. Further, the District may require the submission of financial information sufficient for determination by the District of the requesting party's financial abilities to provide the intended services and comply with the requirements of the requested license.

The District shall require all requesting parties to submit Certificates of Insurance evidencing coverage and limits as follows:

Rigger's Legal Liability	\$1,000,000
Worker's Compensation	Statutory
Employers Liability	\$500,000
Longshoreman & Harbor Workers (USL&H)	N/A
Automobile	\$500,000 combined single limits bodily injury and property damage.
General Liability	\$1,000,000 combined single limits bodily injury and property damage.

The required insurance policies and coverages shall remain in place throughout the term of the issued license, shall name the Victoria County Navigation District as an additional insured under the General Liability coverage, and shall contain a clause indicating that the insurer will not cancel or change such insurance without first notifying the Executive Director of the Victoria County Navigation District at least thirty (30) days prior to any change or cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of Utah 201 South Main Street Suite 2100 Salt Lake City, UT 84111	1-801-505-6500	CONTACT NAME: Jeff Meyers PHONE (A/C, No. Ext): 469-213-5797 E-MAIL ADDRESS: jmeyers@hayscompanies.com	FAX (A/C, No):
INSURED Hansa Meyer Heavy Haul & Rigging USA LLC 8502 Miller Road 3 Houston, TX 77049		INSURER(S) AFFORDING COVERAGE INSURER A: HDI GLOBAL SPECIALTY SE INSURER B: OLD REPUBLIC UNION INS CO INSURER C: TEXAS MUT INS CO INSURER D: INSURER E: INSURER F:	NAIC # 31143 22945

COVERAGES

CERTIFICATE NUMBER: 60076529

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			IICHMPP-0003003-02	11/08/19	11/08/20	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			IICHXAL-0003007-02	11/08/19	11/08/20	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ORANXS000396-00	11/08/19	11/08/20	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001319501	12/18/19	12/18/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Riggers Liability			IICHMPP-0003003-02	11/08/19	11/08/20		Included
A	Cargo			IICHMPP-0003003-02	11/08/19	11/08/20		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General & Auto Liability Policies include a blanket automatic additional insured endorsement/provision that provides additional insured status to the holder if and only if required by written contract. The General Liability and Auto Liability Policies include a blanket automatic waiver of subrogation endorsement/provision that provides a waiver of subrogation for the holder if and only if required by written contract. The contractual liability coverage provided by the policies is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder. General Liability is primary and non-contributory as required by written contract. Excess Liability Policy is follow form.

CERTIFICATE HOLDER**CANCELLATION**

The Port of Victoria Attn: Sean Stibich 1934 FM 1432 Victoria, TX 77905 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT 1088 Black Bayou RD
Bloomington, TX 77951

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
SOUTH OF HOME SITE
- (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
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.
- (2) Approximate date any tanks were last pumped? 6/14/2019
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? Yes No
If yes, explain: _____
- (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:
 planning materials permit for original installation final inspection when OSSF was installed
 maintenance contract manufacturer information warranty information _____
- (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.

(TXR-1407) 1-7-04 Initialed for Identification by Buyer SS ^{DS} and Seller EW? Page 1 of 2

1088 Black Bayou RD
 Bloomington, TX 77951

Information about On-Site Sewer Facility concerning _____

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.

<u>Facility</u>	<u>Usage (gal/day) without water-saving devices</u>	<u>Usage (gal/day) with water-saving devices</u>
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
Chad W. Toenjes
 Date 3/31/2020

DocuSigned by: _____
 Signature of Seller Sean Stibich _____
 Date 9/24/2020 | 12:21:33 PM

Receipt acknowledged by:

 Signature of Buyer Date

 Signature of Buyer Date



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 1088 Black Bayou RD Bloomington
(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
 - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- 2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
 - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
 - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- 1. Buyer has received copies of all information listed above.
- 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: Sean Stibich Date: 9/24/2020 | 12:21:33 PM PDT
 Seller: Chad W. Toenjes Date: 3/31/2020
 Listing Broker: Marco A Porras Date: 5-31-2020

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract 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. OP-L



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 1088 Black Bayou RD
Bloomington, TX 77951

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

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u> 1 </u>
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units: _____
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: _____
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: _____
Central Heat	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: <u> 1 </u>
Other Heat		<input checked="" type="checkbox"/>		if yes, describe: _____
Oven	<input checked="" type="checkbox"/>			number of ovens: <u> 2 </u> <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas other: _____
Fireplace & Chimney		<input checked="" type="checkbox"/>		<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock other: _____
Carport		<input checked="" type="checkbox"/>		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers			<input checked="" type="checkbox"/>	number of units: _____ number of remotes: _____
Satellite Dish & Controls			<input checked="" type="checkbox"/>	<input type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Security System		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Solar Panels		<input checked="" type="checkbox"/>		<input type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Water Heater	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas other: _____ number of units: <u> 1 </u>
Water Softener	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from: _____
Other Leased Items(s)		<input checked="" type="checkbox"/>		if yes, describe: _____

(TXR-1406) 09-01-19

Initialed by: Buyer: SS, _____ and Seller: EMZ, _____

Page 1 of 6

**1088 Black Bayou RD
Bloomington, TX 77951**

Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	automatic	manual	areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city well MUD co-op unknown other: _____
 Was the Property built before 1978? yes no unknown

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

Roof Type: METAL Age: UNKNOWN (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		<input checked="" type="checkbox"/>
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): _____

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"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Diseased Trees: <u>oak wilt</u>		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Previous Roof Repairs		<input checked="" type="checkbox"/>	Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>			

(TXR-1406) 09-01-19

Initialed by: Buyer: SS and Seller: AMZ

1088 Black Bayou RD
Bloomington, TX 77951

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 conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage (if yes, attach TXR 1414).
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- Located __ wholly __ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- Located __ wholly __ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located __ wholly __ partly in a floodway (if yes, attach TXR 1414).
- Located __ wholly __ partly in a flood pool.
- Located __ wholly __ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): _____

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

1088 Black Bayou RD
Bloomington, TX 77951

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* yes no If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary): _____

Section 8. 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, with unresolved 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: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ 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.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

1088 Black Bayou RD
Bloomington, TX 77951

Concerning the Property at _____

Section 9. Seller has has not attached a survey of the Property.

Section 10. 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 11. 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 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? yes no WIND DAMAGE TO BARN FROM HURRICANE HARVEY

Section 13. 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 14. 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.

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 of Seller _____ Date 3/31/2020
Signature of Seller Paul M. Jones Date _____

Printed Name: _____ DS Printed Name: _____

(TXR-1406) 09-01-19 Initialed by: Buyer: SS, _____ and Seller: P.M.J.

1088 Black Bayou RD
Bloomington, TX 77951

Concerning the Property at _____

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 the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>VICTORIA ELECT. CO-OP</u>	phone #: <u>361-573-2428</u>
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

(7) 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.

DocuSigned by: Sean Stibich 9/24/2020 | 12:21:33 PM PDT

Signature of Buyer: _____ Date: _____ Signature of Buyer: _____ Date: _____

Printed Name: Sean Stibich Printed Name: _____

(TXR-1406) 09-01-19 Initialed by: Buyer: SS and Seller: EMZ



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 confidential 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.

Korczyński & McCants Realty Associates	589279	veronica.mccants@remax.net	(361)570-0444
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Veronica McCants	522117	veronica@victoriatxrealestate.com	(361)935-4663
Designated Broker of Firm	License No.	Email	Phone
Sarah Korczyński	522118	sarah.korcynski@remax.net	(361)920-9567
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Marco A Porras		Marco@marcoporras.com	(361)649-1300
Sales Agent/Associate's Name	License No.	Email	Phone
		9/23/2020 5:36:07 PM PDT	
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)



NOTICE: Not For Use For Condominium Transactions

- 1. PARTIES: The parties to this contract are Chad Toenjes (Seller) and Victoria County Navigation District (Buyer).
2. PROPERTY: The land, improvements and accessories are collectively referred to as the "Property".
A. LAND: Lot Block 00930 FRANCISCA PEREZ ABST 93 TRACT 186, ACRES 8.6987 Addition, City of Bloomington, County of Victoria, Texas, known as 1088 Black Bayou RD #2 TX 77951
B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.
D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession:
E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$ 200,000.00
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$
C. Sales Price (Sum of A and B) \$ 200,000.00
4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:
5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 1,000.00 as earnest money to Capital Title (address). Buyer shall deliver additional earnest money of \$ -0- to escrow agent within days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.
6. TITLE POLICY AND SURVEY:
A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Licensed Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.

Initialed for identification by Buyer

[Signature]

and Seller

[Signature]

TREC NO. 20-14

Contract Concerning 1088 Black Bayou RD #2 Page 2 of 10 2-12-18
Bloomington, TX 77951
 (Address of Property)

- (3) Liens created as part of the financing described in Paragraph 3.
 (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 (6) The standard printed exception as to marital rights.
 (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within ___ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 (2) Within ___ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
 (3) Within ___ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: Single Family Dwelling

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object, except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not

1088 Black Bayou RD #2
Bloomington, TX 77951

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Contract Concerning

(Address of Property)

subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee

Initialed for identification by Buyer

and Seller

TREC NO. 20-14

obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

(3) The Seller is not required to furnish the notice under the Texas Property Code.

C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

**1088 Black Bayou RD #2
Bloomington, TX 77951**

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Contract Concerning _____

(Address of Property)

- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ -0-. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before October 22, 2020, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.
10. **POSSESSION:**
- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. Leases:
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holder from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)
Victoria County Navigation District would need 14 days for the port commissioners to vote to approved the purchase this property
12. **SETTLEMENT AND OTHER EXPENSES:**
- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ -0- to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender. DS

Initialed for identification by Buyer [Signature] and Seller [Signature]

TREC NO. 20-14

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly

Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 20-14

**1088 Black Bayou RD #2
Bloomington, TX 77951**

Contract Concerning _____

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(Address of Property)

provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

<p>To Buyer at: <u>Victoria County Navigation District</u> <u>1934 FM 1432 Victoria Tx 77905</u> Phone: <u>(361)570-8855</u> Fax: _____ E-mail: <u>sean@portofvictoria.com</u></p>	<p>To Seller at: _____ _____ Phone: <u>3616488347</u> Fax: _____ E-mail: <u>rifle2010@gmail.com</u></p>
---	--

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Loan Assumption Addendum | <input checked="" type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |
| <input type="checkbox"/> Addendum for Coastal Area Property | _____ |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |

Initialed for identification by Buyer _____ and Seller CT

TREC NO. 20-14

Contract Concerning 1088 Black Bayou RD #2 Page 8 of 10 2-12-18
Bloomington, TX 77951
(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ -0- (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

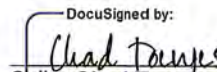
E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


DocuSigned by:

Buyer, Victoria County Navigation District

DocuSigned by:

Seller, Chad Toomes

Buyer

Seller

 The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended 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. 20-14. This form replaces TREC NO. 20-13.

TREC NO. 20-14

Contract Concerning 1088 Black Bayou RD #2 Page 9 of 10 2-12-18
Bloomington, TX 77951
 (Address of Property)

BROKER INFORMATION

(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____ **RE/MAX Land and Homes/ Veronica McCants 0589279**
 Listing Broker Firm _____ License No. _____
 represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

Associate's Name _____ License No. _____ **Marco A. Porras 0564194**
 Listing Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____ **marco@marcoporras.com (361)649-1300**
 Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____ **Veronica McCants 522117**
 Licensed Supervisor of Listing Associate _____ License No. _____

Other Broker's Address _____ Phone _____ **5215 N. Navarro (361)573-0444**
 Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____ **Victoria TX 77904**
 City _____ State _____ Zip _____

Marco A. Porras 0564194
 Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

TREC NO. 20-14

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



INSPECTOR INFORMATION

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TO: Victoria County Navigation District (Buyer Seller)

FROM: RE/MAX Land and Homes (Broker's Firm)

RE: 1088 Black Bayou RD #2 , Bloomington, TX 77951 (Property)

DATE: 9/23/2020 | 5:36:07 PM PDT

The attached list includes inspectors licensed by the Texas Real Estate Commission and may also include other persons authorized by law to perform certain inspections (for example, termite inspectors, engineers, electricians, or plumbers). The list is not a complete list of all inspectors that may perform inspections. You may also obtain a list from other sources (for example, the local telephone directory or the Internet).

This firm strongly recommends that you hire inspectors to help you evaluate the condition of the Property.

Inspections are of conditions which are present and *visible* at the time of the inspections. Property conditions change with time and use. Inspectors are not likely to point out small problems or defects that are not reasonably observable at the time of inspection. Inspectors will not move furniture, appliances, permanent coverings, or other obstructions. Neither inspectors nor real estate licensees can guarantee future performance of any item.

This firm does not recommend any particular inspector and does not warrant the quality of any inspector's inspection.

It is recommended that you accompany the inspectors during the inspections. You should address any questions about an inspection directly to your inspector.

Real estate licensees are not inspectors by virtue of their real estate licenses.

It may be necessary to make certain arrangements for the inspectors, such as providing access and turning on utilities.

Receipt of this notice is acknowledged and:

- I choose to hire an inspector.
- I choose not to hire an inspector.

9/23/2020 | 5:36:07

DocuSigned by:

Buyer/Seller KAB4F8...

Victoria County Navigation District

Date

(TXR-2506) 01/01/14

Page 1 of 1



WIRE FRAUD WARNING

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Buyers and Sellers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

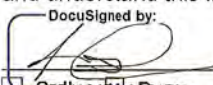
Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

Veronica McCants
Broker's Printed Name

By signing below I acknowledge that I received, read, and understand this information and notice.

DocuSigned by:  9/23/2020 | 5:36:07
 Seller Buyer Date
Victoria County Navigation District

By: Marco Porras 9/24/2020 | 8:37:33 AM PDT
DocuSigned by: 
Broker's Associate's Signature Date
Marco A. Porras

Seller Buyer Date



INTERMEDIARY RELATIONSHIP NOTICE

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To: Chad Toenjes, (Seller or Landlord)
 and Victoria County Navigation District, (Prospect)
 From: _____ (Broker's Firm)
 Re: 1088 Black Bayou RD #2
Bloomington, TX 77951 (Property)
 Date: 9/23/2020 | 5:36:07 PM PDT

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker will will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
 _____ to the owner; and
 _____ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

DocuSigned by: Seller or Landlord Chad Toenjes	9/24/2020 10:25:44 AM PDT Date	DocuSigned by: Prospect Victoria County Navigation District	9/23/2020 5:36:07 Date
---	-------------------------------------	--	-----------------------------

_____	Date	_____	Date
Seller or Landlord		Prospect	



NOTICE OF INFORMATION FROM OTHER SOURCES

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: Victoria County Navigation District

From: Korczyński & McCants Realty Associates (Broker)

Property Address: 1088 Black Bayou RD #2 , Bloomington, TX 77951

Date: 9/23/2020 | 5:36:07 PM PDT

(1) Broker obtained the attached information, identified as TAX INFORMATION

from VICTORIA CAD

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: _____

(3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

Korczyński & McCants Realty Associates

Broker

By: 
Marco A. Porras

Receipt of this notice is acknowledged by:


Signature _____ Date 9/23/2020 | 5:36:07 PM PDT
Victoria County Navigation District

Signature _____ Date _____



GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS

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Be an informed seller or buyer. The following information may assist you during your real estate transaction.

ANNEXATION. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TXR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional.

Noise. Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

General Information and Notices to a Buyer and Seller Victoria County Navigation District

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. The Texas Association of REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

Walk-Through. Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

MANDATORY OWNERS' ASSOCIATIONS. An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or a part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

General Information and Notices to a Buyer and Seller Victoria County Navigation District

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

PERMITS. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for

General Information and Notices to a Buyer and Seller Victoria County Navigation District

more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access www.txdps.state.tx.us. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If the purchase price is based on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

SURVEILLANCE. Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

SURVEY. A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

TIDE WATERS. If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf

General Information and Notices to a Buyer and Seller Victoria County Navigation District

Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, "Addendum for Property Located Seaward of the Gulf Intracoastal Waterway" (TXR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

UTILITIES. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER LEVEL FLUCTUATIONS. State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

WATER WELLS. If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

WIRE FRAUD. Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

OTHER.

This form was provided by:

Veronica McCants

Broker's Printed Name

By signing below I acknowledge that I received, read, and understand this information and notice.

DocuSigned by:

9/23/2020 | 5:36:07

Buyer/Seller

Date

Victoria County Navigation District

DocuSigned by:

9/24/2020 | 8:37:33 AM PDT

By: **Marco Porras**

Broker's Associate's Signature

Date

Buyer/Seller

Date

Marco A Porras

- [More](#)

[Show more](#)

\$243,000

3 bd2 ba1,815 Square Feet

1088 Black Bayou Rd, Victoria, TX 77901

Est. payment: \$1,313/mo [Get pre-qualified](#)

Overview

Time on Zillow

154 days

Views

720

Saves

21

Difficult to find brick home on 8.6987 +/- ACRES 12 Miles from downtown Victoria and 3 miles southwest of Bloomington. This 1815 sqft home has 2 bedrooms (plus a den/office converted to another bedroom) also with 2 car garage attached. The house is on slab with a metal roof, central air and heat, water well with a water softener and reverse osmosis and on septic system. The property has a 2000 sqft barn with horse stalls and several additional out buildings. The House is surrounded by mature Pecan trees with numerous live Oaks scattered around the property. The House was Built in

1976 and has not been updated so it's a clean slate for upgrades and this is reflected on the price for sale.

Read more

Listing Agent

- Marco Porras
- Re/max Land & Homes



• Facts and features

- **Type:**Single Family
- **Year built:**1976
- **Heating:**Electric
- **Cooling:**No Data
- **Parking:**2 spaces
- **Lot:**8.70 Acres
- **Price/sqft:**\$134

Interior details

Bedrooms and bathrooms

- Bedrooms: 3
- Bathrooms: 2
- Full bathrooms: 2

Flooring

- Flooring: Linoleum / Vinyl

Heating

- Heating features: Electric

Appliances

- Appliances included: Dishwasher
- Laundry features: Inside

Other interior features

- Total interior livable area: 1,815 sqft

Property details

Parking

- Total spaces: 2
- Parking features: Covered
- Garage spaces: 2
- Covered spaces: 2

Property

- Stories: 1
- Exterior features: Other, Brick
- Patio and porch details: Patio-Uncovered
- Fencing: Barbed Wire
- Waterfront features: No Water Features/View
- Topography of land: Gently Rolling

Lot

- Lot size: 8.70 Acres

Other property information

- Additional structures included: Storage

Construction details

Type and style

- Home type: Single Family
- Architectural style: Traditional

Material information

- Roof: Metal

Condition

- Property condition: Complete Construction
- New construction: No
- Year built: 1976

Utilities / Green Energy Details

Utility

- Sewer information: Septic Tank, Private Sewer
- Utilities for property: Co-Op Electric

Community and Neighborhood Details

Location

- Region: Victoria

Other

Source details

- MLS ID: 406690
- Measurement Source: Appr Dist

Other facts

- Roof: Metal
- Sewer: Septic Tank, Private Sewer
- WaterSource: Private, Well
- Topography: Gently Rolling
- RoadSurfaceType: Dirt, Asphalt
- Appliances: Dishwasher, Double Oven, Electric Water Heater
- Heating: Electric, 1 Unit
- ExteriorFeatures: Other-See Remarks, Workshop
- HeatingYN: Yes
- CoolingYN: Yes
- FoundationDetails: Slab
- RoomsTotal: 1
- ConstructionMaterials: Brick
- ArchitecturalStyle: Traditional
- Fencing: Barbed Wire
- CoveredSpaces: 2
- Flooring: Vinyl
- OtherStructures: Storage

- LotFeatures: Partially Wooded, Mature Trees
- Cooling: Electric, 1 Unit
- RoomKitchenFeatures: Electric, Breakfast Area
- BuildingAreaSource: Appr Dist
- LaundryFeatures: Inside
- LivingAreaSource: Appr Dist
- Utilities: Co-Op Electric
- PatioAndPorchFeatures: Patio-Uncovered
- MlsStatus: Active
- PropertyCondition: Complete Construction
- WaterfrontFeatures: No Water Features/View
- YearBuiltSource: Appr Dist

See fewer facts and features

Services availability

No Data

- **Have a question about this home?**

Get a call

• **Home value**

The list price and Zestimate® for this home are very different, so we might be missing something.

Zestimate®

\$124,367

Estimated sales range: \$86,000 - \$164,000

Zestimate history

This home

\$237.5K

Jul 2020

2020202020202020202020202020\$150K\$200K\$250K

See more Zestimate models

• Price and tax history

Price history

DATE	EVENT	PRICE	
5/27/2020	Price change	\$243,000 (-2.4%)	Date: 5/27/2020, Event: Price change, Price: \$243,000 (-2.4%)
Source: RE/MAX Land & Homes			
4/23/2020	Listed for sale	\$249,000	Date: 4/23/2020, Event: Listed for sale, Price: \$249,000 (0%)
Source: RE/MAX Land & Homes			

Public tax history

Tax history is unavailable.

• Monthly cost

Estimated monthly cost

CONSENT TO CO-TENANCY AND COMMON FACILITIES AGREEMENTS

This CONSENT TO CO-TENANCY AND COMMON FACILITIES AGREEMENTS (this “Consent”) is executed by VICTORIA COUNTY NAVIGATION DISTRICT (the “Landlord”) for the benefit of VICTORIA BLOOMINGTON, LLC, a Texas limited liability company (“Sublandlord”), VICTORIA PORT POWER LLC, a Texas limited liability company (“Victoria Port I”), and VICTORIA PORT POWER LLC, a Texas limited liability company (“Victoria Port II”).

WHEREAS, Sublandlord is currently leasing from Landlord, certain premises consisting of +/- 12.32 acres (the “Leased Premises”) pursuant to that certain Ground Lease dated November 21, 2017, between Sublandlord and Landlord as amended by that certain First Amendment to Ground Lease dated effective February 23, 2018, 2018 between Sublandlord and Landlord, and as amended and affected by that certain Consent, Sublease Recognition and Agreement (Victoria Port) by and among Landlord, Sublandlord, Subtenant and Wilmington Trust, National Association, as Collateral Agent dated as of the Effective Date (as may be further amended from time to time with the prior written consent of Subtenant and its Permitted Mortgagee, the “Master Lease”); and

WHEREAS, Sublandlord has entered into a Sublease Agreement dated February 23, 2018, with Victoria Port I which covers a 4.00 acre parcel of land (the “VPI Sublease Parcel”) out of the parcel of land leased to Sublandlord by the District in the Master Lease; and

WHEREAS, Sublandlord has or will enter into a Sublease Agreement with Victoria Port II which covers a different 4.00 acre parcel of land (the “VPII Sublease Parcel”) out of the parcel of land leased to Sublandlord by the District in the Master Lease; and

WHEREAS, Victoria Port I and Victoria Port II have or will enter into one or more Co-Tenancy and Common Facilities Agreements (collectively, the Co-Tenancy and Common Facilities Agreements”) whereby they have agreed or will agree to own, as tenants in common, certain electric, natural gas, compressed air, ammonia, demineralized water, water and wastewater equipment, facilities and infrastructure for the shared use by the existing Victoria Port I power generation project located on the VPI Sublease Parcel and the Victoria Port II power generation project to be constructed by Victoria Port II on the VPII Sublease Parcel; and

WHEREAS, Victoria Bloomington, Victoria Port I and Victoria Port II have requested that the District consent to such Co-Tenancy and Common Facilities Agreements.

NOW, THEREFORE, in consideration of the foregoing, the District hereby consents to the execution of the Co-Tenancy and Common Facilities Agreements by and between Victoria Port I and Victoria Port II. It is understood that nothing in this Consent is intended to modify or amend the Master Lease. This Consent may be executed in multiple counterparts.

[signature page follows]

Executed this ____ day of September, 2020.

VICTORIA COUNTY NAVIGATION DISTRICT

By: _____

Name: _____

Title: _____

Victoria Bloomington, LLC joins in the execution of this Consent to confirm its consent to the execution of the Co-Tenancy and Common Facilities Agreements by and between Victoria Port I and Victoria Port II.

VICTORIA BLOOMINGTON, LLC

By: _____

Name: _____

Title: _____

Space above this line for Recorder's Use

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CONSENT, SUBLEASE RECOGNITION AND AGREEMENT
Victoria Port Power II LLC

CONSENT, SUBLEASE RECOGNITION AND AGREEMENT, dated as of _____, 2020 (this "**Agreement**"), among VICTORIA COUNTY NAVIGATION DISTRICT, a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas ("**Master Lessor**"), VICTORIA BLOOMINGTON, LLC, a Texas limited liability company ("**Ground Lessee**"), VICTORIA PORT POWER II LLC, a Texas limited liability company ("**Assignor**" or "**Sublessee**"), The Bank of New York Mellon, as first lien collateral agent (together with its successors and permitted assigns in that capacity, the ("**First Lien Collateral Agent**") for the benefit of the First Lien Secured Parties (as defined below), The Bank of New York Mellon, as second lien collateral agent (together with its successors and permitted assigns in that capacity, the ("**Second Lien Collateral Agent**") for the benefit of the Second Lien Secured Parties (as defined below), and The Bank of New York Mellon, as third lien collateral agent (together with its successors and permitted assigns in that capacity, the ("**Third Lien Collateral Agent**") for the benefit of the Third Lien Secured Parties (as defined below).

The parties agree as follows, anything in the Ground Lease or Sublease (each as defined below) to the contrary notwithstanding:

ARTICLE 1
GROUND LEASE AND SUBLEASE

1.1 References herein to the "Collateral Agent" shall mean (i) prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, (ii) thereafter, and prior to the Discharge of the Second Lien Obligations (as defined in the Intercreditor Agreement), the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, and (iii) thereafter, the Third

Lien Collateral Agent for the benefit of the Third Lien Secured Parties. Notwithstanding anything to the contrary contained herein, with respect to the exercise of any rights or remedies of any of the Secured Parties under this Consent or taking any other action with respect to this Consent, the applicable Collateral Agent shall have the sole right (acting pursuant to an Act of the First Lien Secured Parties, an Act of the Second Lien Secured Parties or an Act of the Third Lien Secured Parties, as applicable) to act with respect to this Consent with no obligation to seek or obtain approval of any other class of Secured Parties.

1.2 References herein to the "**Ground Lease**" shall be references to the Ground Lease dated effective as of November 21, 2017 between Master Lessor, as landlord, and Ground Lessee, as tenant, as amended by First Amendment to Ground Lease dated as of February 23, 2018 together with Easements as described below. The Ground Lease relates to certain real property and improvements thereon located in Victoria County, State of Texas, as more particularly described in Exhibit A attached hereto (the "**Ground Leased Premises**"), as evidenced by that certain Memorandum of Ground Lease filed for record on November 29, 2017 as Instrument No. 201712650 of the Official Public Records of Victoria County, Texas, as said Memorandum of Ground Lease was corrected by that certain Corrected Memorandum of Ground Lease filed for record on February 23, 2018 as Instrument No. 201802042 of the Official Public Records of Victoria County, Texas. Reference herein is also made to the water line and wastewater discharge easement granted by Master Lessor in favor of the Ground Lessee and its permitted subtenants (including Assignor) on, under, over and across the property described on Exhibit B attached hereto granted pursuant to the Ground Lease and evidenced by that certain Water Line and Wastewater Discharge Easement filed for record on _____ as Instrument No. _____ of the Official Public Records of Victoria County, Texas (collectively, the "**Easements**"). The Ground Leased Premises, together with the easement areas pursuant to the Easements, are sometimes hereinafter referred to as the "**Ground Leased Property**". Ground Lessee and Assignor represent and warrant to the Collateral Agent that they have provided a true, correct and complete copy of the Ground Lease to the Collateral Agent. Terms not defined herein have the meanings set forth in the Ground Lease.

1.3 References herein to the "**Intercreditor Agreement**" shall be references to the Collateral Agency and Intercreditor Agreement, dated on or about the date hereof among AEV Projects LLC (the "**Borrower**"), Victoria Port Power II HoldCo LLC (the "**Project HoldCo**"), the Assignor, the First Lien Collateral Agent, the Second Lien Collateral Agent, the Third Lien Collateral Agent and any other secured party from time to time party thereto, setting forth the provisions governing the relationship among the First Lien Secured Parties, the Second Lien Secured Parties and the Third Lien Secured Parties (collectively, the "**Secured Parties**") regarding their interests in collateral referenced therein.

1.4 References herein to the "**Sublease**" shall be references to the Sublease Agreement dated effective as of _____, 2020 between Ground Lessee, as sublandlord, and Assignor, as subtenant, together with the Easements. The Sublease relates to a 4.00 acre portion of the Ground Leased Premises and improvements thereon, which portion is more particularly described in Exhibit C attached hereto (the "**Subleased Premises**"), as evidenced by that certain Memorandum of Sublease Agreement filed for record on _____ as Instrument No. _____ of the Official Public Records of Victoria County, Texas. The Subleased Premises, together with the easement areas pursuant to the Easements, are sometimes hereinafter referred to as the "**Subleased Property**". Ground

Lessee and Assignor represent and warrant to the Collateral Agent that they have provided a true, correct and complete copy of the Sublease to the Collateral Agent and Master Lessor.

ARTICLE 2 RECOGNITION OF SUBLEASE

2.1 Master Lessor hereby acknowledges and agrees that it has received a copy of the Sublease and has consented to the Sublease, and agrees that the exercise by Assignor of any of its rights, remedies and options contained therein shall not constitute a default under the Ground Lease.

2.2 Master Lessor shall not, in the exercise of any of the rights arising or which may arise out of the Ground Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof (whether as a result of Ground Lessee's default or otherwise), disturb or deprive Assignor in or of its possession or its rights to possession of the Subleased Property or of any right, privilege or option granted to or inuring to the benefit of Assignor under the Sublease, provided that Assignor is not in default under the Sublease beyond the expiration of any applicable notice and cure period (subject to the cure and other rights of the Collateral Agent provided in this Agreement and as a Permitted Mortgagee under the Ground Lease and Sublease).

2.3 In the event of the termination of the Ground Lease by reentry, notice, conditional limitation, surrender, repossession, summary proceeding or other action or proceeding, or otherwise, or, if the Ground Lease shall terminate or expire for any reason before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Sublease and if immediately prior to such surrender, termination or expiration the Sublease shall be in full force and effect, Assignor shall not be made a party in any removal or eviction action or proceeding nor shall Assignor be evicted or removed of its possession or its right of possession of the Subleased Property be disturbed or in any way interfered with, and the Sublease shall continue in full force and effect as a direct lease between Master Lessor and Assignor on the same terms and conditions as the Sublease.

2.4 Master Lessor and Ground Lessee hereby waive and relinquish any and all rights or remedies against Assignor, pursuant to any lien, statutory or otherwise, that either may have against the property, goods or chattels of Assignor in or on the Subleased Property.

2.5 Master Lessor agrees that Assignor and its successors and assigns under the Sublease shall be deemed a Tenant Release Party for purposes of Master Lessor's waiver of subrogation under Section 8.05 of the Ground Lease.

ARTICLE 3 CONSENT TO ASSIGNMENT

3.1 Master Lessor and Ground Lessee hereby acknowledge notice of and consent to the mortgage, encumbrance and assignment of, and granting of security interests in and to, Assignor's right, title and interest in and to the Sublease and the subleasehold estate created thereunder, the Easements and the easement estates thereunder, the Subleased Property, any other easement or right-of-way appurtenant to the Subleased Property, the Demised Premises Improvements (as defined in the Ground Lease) now or hereafter located on the Subleased Property, and any other improvements, facilities, structures, equipment, machinery, and other

property owned or leased by Assignor now or hereafter located on the Subleased Property (collectively, the "**Collateral**") in favor of the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, in favor of the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties and in favor of the Third Lien Collateral Agent, for the benefit of the Third Lien Secured Parties pursuant to the terms of (i) the Credit Agreement, dated as of the date hereof among Borrower, ING Capital LLC as administrative agent and the lenders and issuing banks from time to time party thereto, (ii) certain Interest Rate Hedge Agreements (as defined in the Intercreditor Agreement) with Interest Rate Hedge Counterparties (as defined in the Intercreditor Agreement) and (iii) certain First Lien Secured Commodity Hedge Agreements and Second Lien Secured Commodity Hedge Agreements with Permitted Hedge Agreement Counterparties. In connection therewith, Assignor will be executing (i) a First Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing in favor of the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Leasehold Deed of Trust**"), (ii) a Second Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing in favor of the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Leasehold Deed of Trust**") and (iii) a Third Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing in favor of the Third Lien Collateral Agent, for the benefit of the Third Lien Secured Parties (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Third Lien Leasehold Deed of Trust**", and together with the First Lien Leasehold Deed of Trust and Second Lien Leasehold Deed of Trust, the "**Leasehold Deed of Trusts**") and a related UCC fixture filing, which Leasehold Deed of Trust and fixture filing will be recorded against the Subleased Property, and Master Lessor and Ground Lessee hereby consent to the Leasehold Deed of Trust and fixture filing. Master Lessor acknowledges and agrees that it has approved the funding sources for Assignor with respect to the Subleased Property, as required by Section 12.01(b)(ii) of the Ground Lease.

3.2 Master Lessor and Ground Lessee agree that the Collateral Agent or its designee shall have the right, but not the obligation, to pay amounts due from Assignor under the Sublease and to perform any other act, duty or obligation required of Assignor thereunder or to cure any default of Assignor thereunder; provided that no such payment or performance shall be construed as an assumption by the Collateral Agent or any holder of the Notes of any covenants, agreements, liabilities or obligations of Assignor under or in respect of the Sublease. All of the payments so made and all of the actions so taken or performed by the Collateral Agent or its designee or transferee shall be as effective to prevent or cure any default by Assignor as if they would have been made or taken by Assignor directly, and Master Lessor and Ground Lessee agree to accept such performance, payment and cure. After the occurrence and during the continuance of an Event of Default under the Note Purchase Agreement, the Collateral Agency Agreement or the Security Documents (as defined in the Note Purchase Agreement), the Collateral Agent or its designee shall be entitled, but shall not be obligated, in the place and stead of Assignor, to exercise any and all rights of Assignor under, and to enforce, the Sublease in accordance with the terms of the Sublease. Master Lessor and Ground Lessee agree that the Collateral Agent and its designees shall be entitled to access to the Subleased Property as reasonably necessary or desirable for the above-stated purposes and for purposes of inspection of the Subleased Property and the Collateral and removal of the Collateral.

ARTICLE 4 FURTHER AGREEMENTS

4.1 Master Lessor and Ground Lessee acknowledge and agree that the Collateral Agent is an Institutional Lender and a Permitted Mortgagee (each as defined in the Ground Lease) and that the Leasehold Deed of Trust is a Permitted Mortgage (as defined in the Ground Lease) and that Collateral Agent shall have all of the rights, remedies and benefits afforded to a Permitted Mortgagee under the Ground Lease and Sublease, including, but not limited to, those set forth in Article 12 of the Ground Lease and as such Article 12 is incorporated into the Sublease, and the same are hereby incorporated herein by reference (as such rights, remedies and benefits may have been modified and expanded by the terms and provisions of this Agreement). Nothing in this Agreement shall be deemed to limit or impair any such rights, remedies, protections and benefits afforded to a Permitted Mortgagee under the Ground Lease or Sublease. Master Lessor and Ground Lessee acknowledge that this Agreement constitutes the notice of the Permitted Mortgagee and Permitted Mortgage as contemplated by the Ground Lease and Sublease. Notwithstanding anything to the contrary in this Agreement, in the event that the rights, remedies, protections and benefits afforded to a Permitted Mortgagee under the Ground Lease or Sublease and those afforded to the Collateral Agent under this Agreement are in conflict or inconsistent, then the rights, remedies, protections and benefits which are more favorable to a Permitted Mortgagee or the Collateral Agent shall apply. Collateral Agent shall be an express third party beneficiary of the Ground Lease and Sublease.

4.2 Master Lessor agrees to deliver to the Collateral Agent and Assignor, concurrently with delivery thereof to Ground Lessee, a copy of each notice of default or termination given by Master Lessor under the Ground Lease. No such notice by Master Lessor to Ground Lessee shall be deemed to have been duly given unless and until a copy thereof has been sent to the Collateral Agent and Assignor.

4.3 Ground Lessee agrees to deliver to the Collateral Agent and Master Lessor, concurrently with delivery thereof to Assignor, a copy of each notice of default or termination given by Ground Lessee under the Sublease, together with a description of the action that Ground Lessee has taken or proposes to take with respect thereto. No such notice by Ground Lessee to Assignor shall be deemed to have been duly given unless and until a copy thereof has been sent to the Collateral Agent and Master Lessor.

4.4 The Collateral Agent shall have the absolute right to do one, some or all of the following: (i) assign its Leasehold Deed of Trust; (ii) enforce its Leasehold Deed of Trust; (iii) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Sublease; (iv) take possession of and operate the Demised Premises Improvements now or hereafter located on the Subleased Property; (v) exercise any rights of Assignor with respect to the Sublease or (vi) cause a receiver to be appointed to do any of the foregoing things. Neither Master Lessor's nor Ground Lessee's consent shall be required for any of the foregoing or for the Collateral Agent to acquire the Sublease or Assignor's interest in the Subleased Property via foreclosure or assignment in lieu of foreclosure; and, upon acquisition of the Sublease by the Collateral Agent (or its assignee) or any other third party who acquires the same from or on behalf of the Collateral Agent (or its assignee) or via foreclosure or assignment in lieu of foreclosure, Master Lessor and Ground Lessee shall recognize the Collateral Agent (or its assignee) or such other party (as the case may be) as Assignor's proper successor, and the Sublease shall remain in full force and effect. Notwithstanding any other provision herein to the

contrary, in the event the Collateral Agent acquires the Sublease or Assignor's interest in the Subleased Property via foreclosure or assignment in lieu of foreclosure, the Collateral Agent (or its assignee or appointed receiver) may take possession of and operate the Demised Premises Improvements on a temporary basis for the period of time required for the Collateral Agent to identify and complete an assignment or transfer of the Sublease to a third-party. In such an event, the Collateral Agent's (or its assignee's) right to assign or transfer the Sublease to a third party shall be subject to the provisions of Article 11 of the Ground Lease, including, without limitation, Master Lessor's approval rights contained therein. Master Lessor agrees that it will not unreasonably withhold its approval of a proposed assignment or transfer if the third party has the financial condition, business reputation, and experience (or its operator has experience) in operating similar facilities.

4.5 At Assignor's request, Master Lessor and Ground Lessee shall cooperate in a prompt and reasonable manner with Assignor's efforts to obtain financing from a Permitted Mortgagee.

ARTICLE 5 RIGHTS TO CURE

5.1 Master Lessor agrees as follows:

1. the sixty (60) day cure period set forth in Section 12.03(b) of the Ground Lease shall be extended to one-hundred twenty (120) days in the case of a non-monetary default; and
- ii. The Collateral Agent shall not be required to cure any non-monetary default which is not reasonably susceptible of being cured by it, including any default by reason of a bankruptcy of Ground Lessee or Assignor.

5.2 Ground Lessee agrees that, notwithstanding any right it may have under the Sublease, at law, in equity or otherwise, it will not take any action to terminate the Sublease or dispossess Assignor of the Subleased Property unless it has given the Collateral Agent at least 180 days (or 60 days, in the case of a payment default) prior written notice of its intent to terminate the Sublease or dispossess Assignor of the Subleased Property, specifying the default or condition giving rise to such termination or dispossession, which notice of intent to terminate the Sublease or dispossess Assignor of the Subleased Property may not be given by Ground Lessee unless Assignor fails to cure the default or condition giving rise to such termination with the cure period afforded Assignor under the Sublease. If the Collateral Agent cures or causes to be cured, which it may but shall not be obligated to cure, the default(s) or condition(s) giving rise to the right of termination or dispossession within such 60 day period, or in the event the default or condition is not a payment default and cannot be cured within such 180 day period, if the Collateral Agent or its designee has commenced the cure of such default within such 180 day period and is diligently prosecuting the cure of such default to completion, Ground Lessee shall not terminate the Sublease; *provided, however*, that if the Collateral Agent has commenced foreclosure or other proceedings to cause a receiver to be appointed or to obtain direct or indirect possession or control of some or all of the property and assets of Assignor (which may include Assignor's interest in the Subleased Property) or of direct or indirect equity interests in Assignor, under the Collateral Agency Agreement or any related Security Documents and has cured all payment defaults, the Collateral Agent shall have a further period of the later of (i) 180 days, or

(ii) the date that is thirty (30) days after completion of such proceedings, in which to effect a cure of such default(s) or condition(s) or, so long as Collateral Agent has commenced and is diligently pursuing such cure, such longer period as is reasonably necessary to effect such cure. The Collateral Agent shall not be required to cure any default which is not reasonably susceptible of being cured by it, including any default by reason of a bankruptcy of Assignor. Ground Lessee shall continue performance under the Sublease until expiration of the cure period in favor of the Collateral Agent, whereupon Ground Lessee may exercise rights and remedies available to it under the Sublease if any such condition then remains uncured.

5.3 Neither Master Lessor's nor Ground Lessee's consent shall be required for the acquisition of the subleasehold estate under the Sublease by foreclosure or by assignment in lieu by Collateral Agent or its affiliate.

ARTICLE 6 FURTHER RIGHTS

6.1 If the Collateral Agent or any holder of a Note (or any of their respective designees or transferees) succeeds to Assignor's rights and interests under the Sublease, whether by foreclosure, assignment in lieu of foreclosure, or otherwise, such entity shall assume liability for Assignor's obligations under the Sublease, but such liability shall not include any liability for: (a) claims of Master Lessor or Ground Lessee against Assignor arising prior to such assumption of the Sublease, (b) representations and/or warranties of Assignor made prior to the effective date of such assumption of the Sublease, or (c) indemnity, defense, or hold harmless obligations of Assignor except to the extent that such obligations are attributable to events first arising after the assumption of the Sublease; *provided, however*, that the liability of the Collateral Agent or such holder (or any such designee or transferee) under the Sublease shall be limited to the Collateral Agent's or such holder's (or such designee's or transferee's) interest in the assets and properties formerly owned by Assignor and obtained via foreclosure or other exercise of remedies under the Note Purchase Agreement, Collateral Agency Agreement or any related Security Documents.

6.2 If the Sublease is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Assignor, then, at the request of the Collateral Agent, upon direction of the Required Holders, Ground Lessee will execute and deliver to the Collateral Agent or its designee a new agreement for the balance of the remaining term under the original Sublease containing the same conditions, agreements, terms, provisions and limitations as the original Sublease (the "**New Sublease**"). Any such New Sublease shall, upon execution thereof, constitute the "Sublease" for purposes of this Agreement and Master Lessor's and Ground Lessee's obligations to the Collateral Agent and the holders of the Notes under this Agreement shall remain in full force and effect and shall be enforceable by the Collateral Agent notwithstanding any such termination or rejection of the original Sublease.

ARTICLE 7 REPRESENTATIONS OF MASTER LESSOR

Master Lessor hereby represents to the Collateral Agent and Assignor that:

7.1 Master Lessor is a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas and has all requisite power and authority to

conduct, execute, deliver and perform its obligations under this Agreement and the Ground Lease.

7.2 The execution, delivery and performance by Master Lessor of this Agreement and the Ground Lease have been duly authorized by all necessary entity action, and do not and will not (x) require any consent or approval of Master Lessor's board or any other person or entity that has not been or will not be obtained, (y) violate any provision of Master Lessor's enabling statute or constituent documents, or any law, rule, regulation, order, writ, judgment, injunction, decree or award having applicability to Master Lessor, or (z) result in a breach of or constitute a default under any agreement to which Master Lessor is a party.

7.3 Each of the Ground Lease and this Agreement has been duly executed and delivered and is in full force and effect and constitutes the legal, valid and binding obligation of Master Lessor enforceable against Master Lessor in accordance with its terms except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, or applicable statute. There are no amendments, supplements or modifications to the Ground Lease, except as stated above in the definition of "Ground Lease".

7.4 No consent, license, approval or authorization of, or other action by, or any notice or filing with, any court or administrative or governmental body or any other entity is necessary in connection with the execution, delivery and performance by Master Lessor of the Ground Lease or this Agreement other than those which have been duly obtained by Master Lessor and which are in full force and effect.

7.5 There is no pending or, to Master Lessor's knowledge, threatened action or proceeding affecting Master Lessor before any court, governmental agency, regulatory body or arbitrator which could adversely affect the ability of Master Lessor to perform its obligations under, or which purports to affect the legality, validity or enforceability of, this Agreement or the Ground Lease.

7.6 There exists no default under the Ground Lease. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, constitute a default or enable Master Lessor or Ground Lessee to terminate or suspend its respective obligations under the Ground Lease. Each of Master Lessor and Ground Lessee has performed, complied with, and fulfilled all covenants, agreements and conditions contained in the Ground Lease required to be performed or complied with by it on or before the date hereof. All conditions precedent contained in the Ground Lease have been satisfied or waived.

7.7 All Base Rent and other additional rent and amounts due and payable by Ground Lessee under the Ground Lease have been paid in full though

7.8 Master Lessor has not received notice of, or consented to, any assignment, sublease, hypothecation, mortgage or pledge of Ground Lessee's interest in the Lease, except for the Sublease and this Agreement.

7.9 Master Lessor is the sole owner of fee simple title to the Ground Leased Property. Except for the Ground Lease, Master Lessor has not assigned, conveyed, transferred, leased, encumbered or mortgaged its interest in the Ground Lease or the Ground Leased Property or any part thereof.

7.10 Master Lessor has not given or received any notice of default under any easement, covenant, condition, restriction, reservation or other encumbrance upon, or any easement or other right appurtenant to, the Ground Leased Property or any portion thereof.

7.11 Neither Master Lessor nor Ground Lessee has commenced any action or given any notice for the purpose of terminating the Ground Lease.

7.12 Master Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against or affecting the Ground Leased Property or any portion thereof.

7.13 Master Lessor has not received written notice of any violation of any governmental law or regulation applicable to the Ground Leased Property or the operations thereon, including, without limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

7.14 The initial term of the Lease expires on November 30, 2024. Assignor has, on or about the date hereof, exercised Assignor's right to renew the Lease for up to three (3) additional seven (7) year renewal terms as provided in the Ground Lease such that, as extended, the term of the Lease expires on November 30, 2045.

7.15 Master Lessor is not aware of any unrecorded easements or licenses executed by or binding on Master Lessor that relate to the Ground Leased Property.

7.16 The Easements have been granted by Master Lessor in favor of Ground Lessee, and Assignor, are in full force and effect and will benefit the Ground Lessee and Assignor and their respective successors, assigns and subtenants, for the full term of the Ground Lease and will benefit the Assignor and its respective successors, assigns and subtenants, for the full term of the Sublease. No default exists under the Easements. Master Lessor has no right to relocate any Easement.

ARTICLE 8 REPRESENTATIONS OF GROUND LESSEE

Ground Lessee hereby represents and warrants to the Collateral Agent that:

8.1 Ground Lessee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite power and authority to conduct, execute, deliver and perform its obligations under this Agreement, the Ground Lease and the Sublease.

8.2 The execution, delivery and performance by Ground Lessee of this Agreement, the Ground Lease and the Sublease have been duly authorized by all necessary limited liability

company action, and do not and will not (x) require any consent or approval of Ground Lessee's managers, member, officers, directors or any other person or entity that has not been obtained, (y) violate any provision of Ground Lessee's operating agreement or organizational documents, or any law, rule, regulation, order, writ, judgment, injunction, decree or award having applicability to Ground Lease, or (z) result in a breach of or constitute a default under any agreement to which Ground Lessee is a party.

8.3 Each of the Ground Lease, Sublease and this Agreement has been duly executed and delivered and is in full force and effect and constitutes the legal, valid and binding obligation of Ground Lessee enforceable against Ground Lessee in accordance with its terms except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally. There are no amendments, supplements or modifications to the Ground Lease, except as stated above in the definition of "Ground Lease". There are no amendments, supplements or modifications to the Sublease, except as stated above in the definition of "Sublease".

8.4 No consent, license, approval or authorization of, or other action by, or any notice or filing with, any court or administrative or governmental body or any other entity is necessary in connection with the execution, delivery and performance by Ground Lessee of the Ground Lease, Sublease or this Agreement other than those which have been duly obtained by Ground Lessee and which are in full force and effect.

8.5 There is no pending or, to Ground Lessee's knowledge, threatened action or proceeding affecting Ground Lessee before any court, governmental agency, regulatory body or arbitrator which could adversely affect the ability of Ground Lessee to perform its obligations under, or which purports to affect the legality, validity or enforceability of, this Agreement, the Ground Lease or the Sublease.

8.6 There exists no default under the Ground Lease or Sublease. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, constitute a default or enable Master Lessor or Ground Lessee to terminate or suspend its respective obligations under the Ground Lease or enable Ground Lessee or Assignor to terminate or suspend its respective obligations under the Sublease. Each of Master Lessor and Ground Lessee has performed, complied with, and fulfilled all covenants, agreements and conditions contained in the Ground Lease required to be performed or complied with by it on or before the date hereof. Each of Ground Lessee and Assignor has performed, complied with, and fulfilled all covenants, agreements and conditions contained in the Sublease required to be performed or complied with by it on or before the date hereof. All conditions precedent contained in the Ground Lease and Sublease have been satisfied or waived.

8.7 All rent and other amounts due and payable by Assignor under the Sublease have been paid in full though

8.8 Ground Lessee has not received notice of, or consented to, any assignment, sublease, hypothecation, mortgage or pledge of Assignor's interest in the Sublease, except for this Agreement.

8.9 Ground Lessee is the sole lessee of the Ground Leased Property. Except for the Sublease, Ground Lessee has not assigned, conveyed, transferred, leased, encumbered or mortgaged its interest in the Ground Lease, the Sublease, the Ground Leased Property or the Subleased Property or any part thereof, and there are no encumbrances on Ground Lessee's interest in any of the foregoing. Neither the Ground Lease nor the Sublease has been and will not be subordinated to any lien or encumbrance.

8.10 Ground Lessee has not given or received any notice of default under any easement, covenant, condition, restriction, reservation or other encumbrance upon, or any easement or other right appurtenant to, the Ground Leased Property, the Subleased Property or any portion thereof.

8.11 Neither Master Lessor nor Ground Lessee has commenced any action or given any notice for the purpose of terminating the Ground Lease. Neither Ground Lessee nor Assignor has commenced any action or given any notice for the purpose of terminating the Sublease.

8.12 Ground Lessee has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against or affecting the Ground Leased Property, the Subleased Property or any portion thereof.

8.13 Ground Lessee has not received written notice of any violation of any governmental law or regulation applicable to the Ground Leased Property or the Subleased Property or the operations thereon, including, without limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

8.14 The initial term of the Sublease expires on November 30, 2045, and Ground Lessee agrees that if the term of the Ground Lease is renewed or extended, then the Sublease shall automatically renew for the same term as the Ground Lease.

8.15 There are no unrecorded easements or licenses executed by or binding on Ground Lessee that relate to the Ground Leased Property or the Subleased Property.

8.16 Ground Lessee has applied for and will diligently pursue the creation of two separate tax parcels, one for solely the Subleased Premises and the other for solely the portion of the Ground Lease Premises that excludes the Subleased Premises.

ARTICLE 9
AMENDMENTS TO GROUND LEASE;
MASTER LESSOR AND GROUND LESSEE CONFIRMATIONS

9.1 The second and third sentences of Section 8.03 of the Ground Lease are hereby deleted in their entirety and replaced with the following:

"All property policies shall be carried in the name of Tenant, and shall contain a mortgagee clause acceptable to the Permitted Mortgagee. All property policies shall expressly provide that any loss thereunder will be adjusted by, and shall be payable to, Tenant (subject to the rights of the Permitted Mortgagee). Tenant shall have no obligation under the Ground Lease to restore or

repair the Demised Premises Improvements upon any fire or other casualty, but Tenant shall perform any required Immediate Work in accordance with Section 9.01."

9.2 The last sentence of Section 10.02 of the Ground Lease is hereby deleted in its entirety and replaced with the following:

"In the event of a partial taking where this Lease is not terminated, Tenant shall proceed promptly to perform any Immediate Work and, subject to the rights of the Permitted Mortgagee, may elect to restore the remaining portion of the Premises to an integral unit or to otherwise put the Premises in useable condition."

9.3 The first sentence of Section 11.02 of the Ground Lease is hereby deleted in its entirety and replaced with the following:

"Landlord may, without Tenant's consent, Transfer or Encumber all or any part of Landlord's Interest, including its interest in this Lease, and Tenant shall attorn to any transferee of Landlord's Interest provided such Transferee shall be bound by this Lease and any such Transfer or Encumbrance shall be subject and subordinate to the Lease and any Permitted Mortgage (and any sublease by Tenant and any permitted mortgage of subtenant's interest thereunder)."

9.4 Master Lessor acknowledges that the Ground Lessee has applied or intends to apply for the creation of two separate tax parcels, one for solely the Subleased Premises and the other for solely the portion of the Ground Lease Premises that excludes the Subleased Premises. Master Lessor consents thereto and agrees to reasonably cooperate with Ground Lessee and Assignor in their efforts to create such separate tax parcels. Any and all costs incurred by Master Lessor as a result of said cooperation with Ground Lessee and/or Assignor shall be reimbursed to Master Lessor by Ground Lessee and/or Assignor, as applicable, within ten (10) days of Ground Lessee's and Assignor's receipt of notice of same.

9.5 Master Lessor acknowledges that there are no amendments, supplements or modifications to the Ground Lease.

9.6 Ground Lessee agrees that it will not further amend, supplement or otherwise modify the Sublease except with the Collateral Agent's prior written consent (which consent may be given only with the consent of the Required First Lien Secured Parties (as defined in the Intercreditor Agreement), Required Second Lien Secured Parties (as defined in the Intercreditor Agreement) or Required Third Lien Secured Parties (as defined in the Intercreditor Agreement), as applicable, in accordance with the Intercreditor Agreement) or as contemplated hereby. Ground Lessee shall not accept a surrender of the Subleased Property or any part thereof or accept or authorize an early termination of the term of the Sublease, without the prior written consent of Collateral Agent.

9.7 The first two sentences of Section 12.02(a) of the Ground Lease are deleted in their entirety and replaced with the following:

"The Permitted Mortgagee shall not foreclose any lien securing payment of the Permitted Mortgage until a notice specifying the default under the Permitted Mortgage giving rise to such right of foreclosure (a "Mortgage Default") has been received by Landlord and Landlord has

failed to cure the Mortgage Default within twenty (20) days after Landlord's receipt of such notice of default; provided, however, that if notice of default has been given at least two (2) times during any calendar year for failure to pay a regular installment of interest, or principal and interest, on the Permitted Mortgage, then no such notice of default shall be required for any subsequent defaults of the same type during the balance of the applicable calendar year. Any payments made and other things done by Landlord to cure the Mortgage Default shall be fully effective to prevent foreclosure as if done by Tenant."

ARTICLE 10 ADDRESSES FOR NOTICES

All notices, consents, certificates, waivers, documents and other communications required or permitted to be delivered to any party under the terms of this Agreement (a) must be in writing, (b) must be personally delivered, transmitted by a nationally recognized courier service for next business day delivery or transmitted as a ".pdf" attachment to an e-mail message (provided, however, that notices to the Collateral Agent shall not be transmitted by e-mail message but instead may be transmitted by facsimile), and (c) must be directed to such party at its address set forth below. All notices will be deemed to have been duly given and received on the date of delivery if delivered personally, one business day after delivery to the courier if transmitted by courier, or the date of transmission with confirmation of receipt if transmitted by e-mail (or, in the case of notices to the Collateral Agent, by facsimile), whichever occurs first. Any party may change its address for purposes hereof by notice to all other parties.

For Master Lessor: Victoria County Navigation District
1934FM 1492
Victoria, Texas 77905
Attention: Executive Director
E-mail: pkaup@portofvictoria.com
with a copy to:

The Law Office of Duane G. Crocker, PC
P.O. Box 2661
121 S. Main St., Ste. 300 (77901)
Victoria, Texas 77902
E-mail: dcrocker@duanecrockerlaw.com

For Ground Lessee: Victoria Bloomington, LLC
5850 San Felipe, Suite 601
Houston, Texas 77057
Attention: GP Manalac
E-mail: gmanalac@castlemanpower.com

For Assignor: Victoria Port Power LLC
5850 San Felipe, Suite 601
Houston, Texas 77057
Attention: GP Manalac
E-mail: gmanalac@castlemanpower.com

For the First Lien Collateral Agent:

The Bank of New York Mellon
240 Greenwich Street, 7 East
New York, NY 10286
Attn: Corporate Trust Administration

For the Second Lien Collateral Agent:

The Bank of New York Mellon
240 Greenwich Street, 7 East
New York, NY 10286
Attn: Corporate Trust Administration

For the Third Lien Collateral Agent:

The Bank of New York Mellon
240 Greenwich Street, 7 East
New York, NY 10286
Attn: Corporate Trust Administration

ARTICLE 11 MISCELLANEOUS

11.1 This Agreement will be binding upon the successors and assigns of Master Lessor, Ground Lessee and Assignor and will inure to the benefit of the parties and their respective successors and assigns.

11.2 THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, OTHER THAN CONFLICT OF LAW PRINCIPLES THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

11.3 Any provision of this Agreement which is invalid or prohibited in any jurisdiction will, as to such jurisdiction, be ineffective and severable from the rest of this Agreement to the extent of such invalidity or prohibition, without impairing or affecting the validity of any other provision of this Agreement, or of such provision in any other jurisdictions. The parties agree to replace any provision which is ineffective by operation of this Section 11.3 with an effective provision that as closely as possible corresponds to the spirit and purpose of the ineffective provision and this Agreement as a whole.

11.4 No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by all of the parties.

11.5 This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be an original, but all of which shall together constitute one and the same instrument. This Agreement

may be executed by a party's signature transmitted by facsimile ("fax"), or email or by a party's electronic signature, and copies of this Agreement executed and delivered by means of faxed or emailed copies of signatures or originals of this Agreement executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures.

11.6 Any suit, action or proceeding arising out of or relating to this Agreement may be instituted in any federal or state court sitting in, or serving, the County where the Ground Leased Property is located, and each of Master Lessor, Ground Lessee, Assignor and Collateral Agent irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue or the jurisdiction or the convenience of the forum of any such suit, action or proceeding and irrevocably submits to the jurisdiction of any such court, in any such suit, action or proceeding.

11.7 All references to the Collateral Agent contained herein refer to the Collateral Agent not acting in its individual capacity but solely as Collateral Agent acting at the written direction of the Required Holders in accordance with, and subject to the terms of, the Collateral Agency Agreement.

11.8 Ground Lessee agrees to have any successor to Ground Lessee under the Ground Lease or Sublease assume in writing the obligations of Ground Lessee under this Agreement.

11.9 This Agreement may be recorded in the Official Records of Victoria County, Texas.

[Signature pages follow]

VICTORIA COUNTY NAVIGATION DISTRICT, a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on _____, 2020, by _____ of Victoria County Navigation District, a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas, for and on behalf of said navigation district.

Given under my hand and seal of office this _____ day of _____, 20_____.

Notary Public, State of Texas

~~{Add Notary acknowledgement for the Navigation District}~~

VICTORIA PORT POWER II LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on September _____, 2020, by _____, _____ of Victoria Port Power II LLC, a Texas limited liability company, for and on behalf of said limited liability company.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

VICTORIA BLOOMINGTON, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on September _____, 2020, by _____, _____ of Victoria Bloomington, LLC, a Texas limited liability company, for and on behalf of said limited liability company.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public, State of Texas

Document comparison by Workshare Compare on Tuesday, September 29, 2020 3:35:33 PM

Input:	
Document 1 ID	interwovenSite://USDMS/America/83702383/2
Description	#83702383v2<America> - castleman-agilonII(VPII)-ground lessor recognition and consent agreement in favor of mortgagees
Document 2 ID	interwovenSite://USDMS/America/83702383/3
Description	#83702383v3<America> - castleman-agilonII(VPII)-ground lessor recognition and consent agreement in favor of mortgagees
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	5
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	15
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WATER LINE AND WASTEWATER DISCHARGE EASEMENT

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.

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF VICTORIA

RECITALS:

WHEREAS, the Victoria County Navigation District, a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas (“Grantor”), whose address is 1934 FM 1432, Victoria County, Victoria, Texas 77905 is the owner of 12.32 acres, as more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Ground Leased Property”); and

WHEREAS, Grantor and Victoria Bloomington, LLC, a Texas limited liability company (“Victoria Bloomington”) have entered into that certain Ground Lease dated effective November 21, 2017, as amended by that certain First Amendment to Ground Lease dated effective February 23, 2018, and as amended and affected by that certain Consent, Sublease Recognition and Agreement (Victoria Port Power II LLC) by and among Grantor, Victoria Bloomington, Victoria Port Power II (as defined below), and Wilmington Trust, National Association, as Collateral Agent dated effective as of the Effective Date (as amended, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time, the “Ground Lease”), a memorandum of which is recorded as Instrument No. 201712650 in the Official Public Records of Victoria County, Texas (the “Official Records”), as corrected by that certain Correction Memorandum of Ground Lease which is recorded as Instrument No. 201802042 of the Official Records, covering the Ground Leased Property; and

WHEREAS, Victoria Bloomington and Victoria Port Power II LLC, a Texas limited liability company (“Victoria Port Power II”), whose address is 5850 San Felipe, Suite 601, Houston, Texas 77057, have or will enter into a Sublease Agreement (as amended, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time, the “VPII Sublease”), covering that 4.00 acre portion of the Ground Leased Property more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the “VPII Sublease Tract”); and

WHEREAS, Grantor and Victoria Bloomington desire to enter into this Water Line and Wastewater Discharge Easement with respect to the tracts of land more particularly described on **Exhibit C** attached hereto and incorporated herein for all purposes (the “Easement Tracts”) for the benefit of the Ground Leased Property, including the VPII Sublease Tract, and Victoria Bloomington, Victoria Port Power II and any other sublessee of Victoria Bloomington of any portion of the Ground Lease Property (collectively “Grantee”).

AGREEMENT:

The above recitals are incorporated herein by reference.

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10,00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and, by these presents, does GRANT, SELL, AND CONVEY unto Grantee, a non-exclusive easement and right-of-way (the "Easement") for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of one (1) underground water line and one (1) underground wastewater discharge line and all related connections and appurtenances (collectively, the "Water Line Facilities") across, along, under, over, upon and through the Easement Tract. All Water Line Facilities shall be buried below the surface of the ground with the exception of manhole covers, pipeline markers, cathodic protection units, etc. that of necessity must be at or above grade. Notwithstanding any references in **Exhibit C** to "Discharge Easement" or "pipeline easement" the purposes of the Easement are set forth in this paragraph and such references in **Exhibit C** shall not operate to limit the use of the Easement Tracts for such purposes.

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Water Line Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, undergrowth, shrubbery, and other improvements from within the Easement Tract (except as may be expressly provided herein) and the right to bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Easement, restore the surface of the Easement Tract and any affected adjacent property thereto as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work; provided, however, Grantee shall not be obligated to replace or restore any trees, growth, shrubbery, or other improvements or obstructions removed from within the Easement Tract in connection with the construction, installation, repair, maintenance, relocation, replacement, removal, upgrade, change in the size of, operation, placement, inspection, protection, or alteration of the Water Line Facilities. Grantee shall remove, at Grantee's expense, any dirt, earth, or other material excavated from the Easement Tract in connection with Grantee's construction, operation, or maintenance of the Water Line Facilities that is not used in connection with Grantee's activities hereunder.

Except as otherwise specifically set forth in this paragraph and without limiting any other agreements between Grantor and Grantee, Grantee shall have no right to go or travel upon, over or across any lands of Grantor except for the Easement Tract. Nothing contained herein shall grant or be construed as granting to Grantee the right to use the Easement Tract for any purpose other than for the purposes herein specified or to change the dimensions or location of the Easement Tract.

The Easement hereby granted is non-exclusive, and Grantor, its successors and assigns, shall have the right from time to time to grant further easements over, across, through and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the rights herein granted (the provisions of this paragraph, and the rights of Grantor reserved in this paragraph, are herein called the "Non-Exclusive Provisions").

Reference is here made to (i) that certain Water Line Easement (Blanket) dated February 23, 2018, executed by Grantor to and in favor of Victoria Port Power LLC and filed for record as Instrument No. 201802048 of the Official Records of Victoria County, Texas, and (ii) that certain Wastewater Discharge

Easement executed by Grantor to and in favor of Victoria Bloomington and certain subtenants, which easement is evidenced by that certain Memorandum of Wastewater Discharge Easement filed for record as Instrument No. 201802045 of the Official Public Records of Victoria County, Texas (collectively, the "Existing Easements"). Each of the grants of the Existing Easements are non-exclusive and contain provisions similar to the Non-Exclusivity Provisions (such non-exclusivity provisions of the Existing Easements, together with any other rights of Grantor at law or in equity held in or to the Existing Easements to grant other easements or rights therein, being herein called the "Existing Non-Exclusivity Provisions"). To the extent the easements herein granted affect or encumber any of the real property described in the Existing Easements, the easements herein granted are separate, distinct and independent grants of easements of and from the Existing Easements, are neither subordinate nor superior to the Existing Easements, are in no way dependent upon the Existing Easements and are stipulated by the parties hereto not to interfere with the rights granted under the Existing Easements and conform to and are authorized by the Existing Non-Exclusivity Provisions.

Without limiting the foregoing, Grantor expressly reserves unto itself its successors and assigns, the right to the use and enjoyment of the surface of the Easement Tract for any and all lawful purposes, provided, however, that such use and enjoyment of the surface of the Easement Tract shall not unreasonably interfere with or restrict the full and complete use and enjoyment of the Easement for the purposes set forth herein. Although the Easement herein conveyed is an underground easement, it is expressly agreed and provided that Grantee shall have the right to make reasonable use of the surface of the Easement Tract for placement of surface mounted facilities appurtenant to Grantee's underground Water Line Facilities, and while constructing, reconstructing, inspecting, maintaining, repairing, altering, and/or operating the underground Water Line Facilities to be installed within this Easement. It is additionally provided, however, that any surface Water Line Facilities will be placed so as to minimize interference with the use of the surface of the Easement Tract by Grantor, its successors and assigns.

Subject to the terms and conditions set forth herein, Grantor further reserves for itself, its successors and assigns, the right, at its sole cost and expense, to construct or locate upon or across the Easement Tract roads, utility lines and mains, and other facilities for public and private transportation and utility purposes, and to grant easements therefor; provided, however, that, prior to commencement of any construction or installation of any such facilities, Grantor, its successors and assigns, must obtain the prior written approval of Grantee, its successors and assigns, of all plans and specifications for such facilities, which approval shall not be unreasonably conditioned, withheld, or delayed. All such facilities shall be constructed, installed, operated, and maintained in accordance with applicable laws, rules, and regulations, and shall not unreasonably interfere with or prevent the use of the Easement Tract for the purposes set forth herein. Except as expressly permitted herein, Grantor shall not, without the prior written consent of Grantee, which consent will not be unreasonably withheld, conditioned, or delayed, construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, or other above-ground improvements, whether temporary or permanent, on the Easement Tract. If Grantor, its successors or assigns, constructs, places, installs, or permits any construction, placement, or installation that impairs, obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee shall have the right, after providing Grantor with reasonable notice and opportunity to cure, to prevent the installation of or remove such obstructions from the Easement Tract at Grantor's sole cost and expense.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or the use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Records prior to the Effective Date or filed in the Official Records as of the Effective Date, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Easement, subject to the matters set forth herein, together with, all and singular, the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the Permitted Encumbrances and to all of the terms, conditions, provisions and limitations hereinabove set forth and provided.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that it has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance on any part of this instrument shall be construed as a waiver of the performance in any other instance.

Notwithstanding anything herein to the contrary, Grantor and Grantee agree that this instrument shall terminate automatically upon the termination or expiration of the Ground Lease (unless any Permitted Mortgagee (as defined in the Ground Lease) elects to enter into a new lease with Grantor upon the termination or expiration of the Ground Lease as provided in Section 12.03(c) of the Ground Lease, in which case the Easement shall continue for the duration of such new lease, as fully as though such new lease were the Ground Lease hereunder).

Grantee shall have the right, upon providing written notice to Grantor, to mortgage, pledge, encumber, lease, assign (collaterally or otherwise) and transfer its interest in this Easement to the same extent it may do the same with respect to its interest under the Sublease or Ground Lease.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[End of Page; See Following Page for Signatures]

EXECUTED effective as of the ____ day of _____, 2020 (the “Effective Date”)

GRANTOR:

VICTORIA COUNTY NAVIGATION DISTRICT

By: _____

Name: _____

Title: _____

GRANTEE:

VICTORIA PORT POWER II LLC

By: _____

Name: _____

Title: _____

VICTORIA BLOOMINGTON, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on _____, 2020 by _____, _____, of the Victoria County Navigation District.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public, in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on September ____, 2020, by _____, _____ of Victoria Port Power II LLC, a Texas limited liability company, for and on behalf of said limited liability company.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2020, by _____, _____ of Victoria Bloomington, LLC, a Texas limited liability company, for and on behalf of said limited liability company.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public, State of Texas

Attachments:

Exhibit A — Description of Ground Leased Property

Exhibit B — Description of VPII Sublease Tract

Exhibit C — Description of Easement Tracts

After recording, please return to:

Mark W. Miller
Locke Lord LLP
600 Travis, Suite 2800
Houston, Texas 77002

EXHIBIT A

Description of Ground Leased Property

Being a 12.32 acre tract of land situated in the Diego Garcia League, Abstract No, 39, Victoria County, Texas, said 12.32 acres being a portion of an 18.808 acre tract of land, described as Tract II, conveyed from Erol C. Tucker and Frank Buhler, III, et al to Victoria County Navigation District by deed dated May 10, 2001 as recorded in Official Records Instrument No. 200105883 of Victoria County, Texas, said 12.32 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch diameter iron rod found for the East corner of the herein described tract, said iron rod being the East corner of the 18.808 acre Victoria County Navigation District tract, the North corner of a 682.8788 acre tract of land conveyed from Nancy Marion Stoner, et al to. E.I. Du Pont De Nemours and Company as recorded in Volume 812, Page 670 of the Deed Records of said county, and in the southwest right-of-way line of Old Bloomington Road (60' R.O.W.);

THENCE, South 53°17'32" West (deed call, South 54°41'22" West), with the common line of the 18.808 acre Victoria County Navigation District tract and the 682.8788 acre 'El Du Pont De Nemours and Company tract, passing at a distance of 296.34 feet a 5/8 inch diameter iron rod found for reference marking the East corner of a 5.35 acre Railroad Easement recorded in Volume 71, Page 249 of the Deed Records of said county, and continuing for an overall distance of 399.04 feet (deed call, 399.04 feet) to a 5/8 inch diameter iron rod found for the South corner of the herein described tract, said iron rod also being the South corner of the 18.808 acre Victoria County Navigation District tract, and the beginning of a non-tangent curve to the right;

THENCE, with the curving southwest line of the 18.808 acre Victoria County Navigation District tract, and 50 feet parallel and northeast of the centerline of the Union Pacific Railroad tracks, along said curve to the right, with a radius of 3,769.83 feet, a central angle of 04°46'55", an arc length of 314.63 feet, and a chord which bears North 21°19'00" West, a distance of 314.54 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" Set for an exterior corner of the herein described tract;

THENCE, North 18°55'33" West (deed call, North 17°31'43" West), with the southwest line of the 18.808 acre Victoria County Navigation District tract and 50 feet parallel from the centerline of the Union Pacific Railroad tracks, a distance of 1,115.93 feet to a 1/2 inch diameter iron rod with plastic cap stamped "RWP INC 1855" found for the West corner of the herein described tract, said iron rod also being South 18°55'33" East (deed call, South 17°31'43" East), a distance of 866.05 feet from a 5/8 inch diameter iron rod found for the West corner of the 18.808 acre Victoria County Navigation District tract and in the southeast right-of-way line of Farm-to-Market Road 1432 (120' R.O.W.);

THENCE, North 70°58'47" East, crossing the 18.808 acre Victoria County Navigation District tract, passing at a distance of 195.38 feet a 5/8 inch diameter iron rod found for the South corner of a 1.80 acre tract of land conveyed from J.M. Pickering, et al to Tennessee Gas Transmission Company as recorded in Volume 448, Page 120 of the Deed Records of said county, and continuing

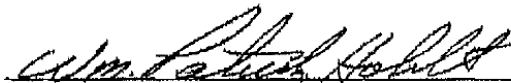
for an overall distance of 390.94 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the North corner of the herein described tract, said iron rod being an exterior corner of the 18.808 Victoria County Navigation District tract, the East corner of the 1.80 acre Tennessee Gas Transmission Company tract and in the southwest right-of-way line of Old Bloomington Road (60' R.O.W.), said iron rod being South 67°05'49" West, a distance of 2.72 feet from a 1/2 iron rod with plastic cap stamped "RWP INC 1855" found for reference and being South 19°01'13" East (deed call, South 17°38'00" East), a distance of 397.50 feet from a 1/2 inch diameter iron rod with plastic cap stamped "RWP INC 1855" found for the North corner of the 1.80 acre Tennessee Gas Transmission Company tract;

THENCE, South 19°01'13" East (deed call, South 17°38'00" East), with the northeast line of the 18.808 acre Victoria County Navigation District tract and the southwest right-of-way line of Old Bloomington Road, a distance of 1,308.97 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 12.32 acres of land, more or less,

Bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

A survey drawing of even date herewith accompanies this legal description,.

The foregoing Fieldnote Description is based on an actual survey made under my supervision in November 2016 and is true and correct to the best of my knowledge and belief.



Wm. Patrick Hohlt 2/5/18
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00



EXHIBIT B

Description of VPII Sublease Tract

Being a 4.00 acre tract of land situated in the Diego Garcia League, Abstract No. 39, Victoria County, Texas, said 4.00 acres being a portion of an 18.808 acre tract of land, described as Tract II, conveyed from Erol C. Tucker and Frank S. Buhler, III, et al to Victoria County Navigation District (VCND) by deed dated May 10, 2001 as recorded in Official Records Instrument No. 200105883 of Victoria County, Texas, said 4.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for an exterior corner of the 18.808 acre VCND tract, the East corner of a 1.80 acre tract of land conveyed from J.M. Pickering, et al to Tennessee Gas Transmission Company as recorded in Volume 448, Page 120 of the Deed Records of said county, and in the southwest right-of-way line of Old Bloomington Road (60' R.O.W.), said iron rod also being South 67°05'49" West, a distance of 2.72 feet from a 5/8 inch diameter iron rod with plastic cap stamped "RWP INC 1855" found for reference;

THENCE, South 19°01'13" East (deed call, South 1798'00" East), with the northeast line of the 18.808 a VCND tract and the southwest right-of-way line of Old Bloomington Road, a distance of 480.20 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the North corner of the herein described tract, said iron rod also being the fieldnote POINT OF BEGINNING;

THENCE, South 19°01'13" East (deed call, South 17'38'00" East), with the northeast line of the 18.808 a VCND tract and the southwest right-of-way line of Old Bloomington Road, a distance of 444.38 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the North corner of a 4.00 acre Lease Tract conveyed from Victoria County Navigation District to Castleman Power Development, LLC as recorded in Official Records Instrument No. 201613899 of said county;

THENCE, South 70°58'47" West, crossing the 18.808 acre VCND tract, a distance of 392.47 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the South corner of the herein described tract and the West corner of said 4.00 acre lease tract, said iron rod being in the southwest line of the 18.808 acre VCND tract, in the northeast line of a 55.7514 acre tract of land, described as Tract I, conveyed from Erol C. Tucker and Frank S. Buhler, III, et al to Victoria County Navigation District (VCND) as recorded in Official Records Instrument No. 200105883 of said county, and 50 feet from the centerline of the Union Pacific Railroad tracks;

THENCE, North 18°55'33" West (deed call, North 17031'43" West), with the common line of the 18.808 acre VCND tract, the 55.7514 acre VCND tract, and 50 feet parallel from the centerline of the Union Pacific Railroad tracks, a distance of 444.38 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the West corner of the herein described tract, said iron rod also being South 18°55'33" East (deed call, South 1791'43" East) a distance of 1,790.63 feet from a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP"

found for the West corner of the 18.808 acre VCND tract, the North corner of the 55.7514 acre VCND tract, and in the southeast right-of-way line of Farm-to-Market Road 1432 (120' R.O.W);

THENCE, North 70°58'47" East, crossing the 18.808 acre VCND tract, a distance of 391.73 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 4.00 acres of land, more or less.

Bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

A survey drawing of even date herewith accompanies this legal description.

The foregoing Fieldnote Description is based on an actual survey made under my supervision in December 2019 and is true and correct to the best of my knowledge and belief.

Wm. Patrick Hohlt

Wm. Patrick Hohlt 01/06/2020
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00



1810194

Ex. B-2

EXHIBIT C

Description of Easement Tracts

Easement 1

Being a 0.700 acre (30,511 square foot) Discharge Easement situated in the Diego Garcia League, Abstract No. 39, Victoria County, Texas, said 0.700 acres being over and across a portion of an 55.714 acre tract of land, described as Tract I, conveyed from Erol C. Tucker and Frank Buhler, III, et al to Victoria County Navigation District (VCND) by deed dated May 10, 2001 as recorded in Official Records Instrument No. 200105883 of Victoria County, Texas, said 0.700 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the East corner of the herein described easement, said iron rod being the South corner of an 18.808 acre tract of land, described as Tract II, conveyed from Erol C. Tucker and Frank Buhler, III, et al to Victoria County Navigation District (VCND) as recorded in Official Records Instrument No. 200105883 of said county, in the northeast right-of-way line of the Union Pacific Railroad (100' R.O.W.), and in the northwest line of a 682.8788 acre tract of land conveyed from Nancy Marion Stoner, et al to E.I. Du Pont De Nemours and Company as recorded in Volume 812, Page 670 of the Deed Records of said county;

THENCE, South 53°17'27" West, crossing the Union Pacific Railroad with the northwest line of the 682.8788 acre E.I. Du Pont De Nemours and Company tract, passing at a distance of 104.82 feet a 5/8 inch diameter iron rod found for the East corner of the 55.714 acre VCND tract, passing at a distance of 258.61 a 5/8 inch diameter iron rod found for the South corner of a 5.35 acre Railroad Easement as recorded in Volume 71, Page 249 of the Deed Records of said county, and continuing for an overall distance of 864.48 feet to a point for the South corner of the herein described easement, said point also being North 53°17'32" East, a distance of 15.00 from a fence corner post found for the South corner of the 55.714 acre VCND tract, and the East corner of a 155.97 acre tract of land conveyed from Dalton B. Spies, et al to E.I. DuPont de Nemours and Company (Inc.) as recorded in Volume 1483, Page 908 of the Deed Records of said county;

THENCE, North 36°23'50" West, crossing the 55.714 acre VCND tract, a distance of 2,195.74 to a point for the West corner of the herein described easement, said iron rod also being North 53°28'46" East, a distance of 15.00 feet from fence corner post found for the West corner of the 55.714 acre VCND tract, the North corner of the 155.97 acre DuPont de Nemours and Company (Inc.) tract, and in the southeast right-of-way line of Farm-to-Market Road 1432 (120' R.O.W.);

THENCE, North 53°28'46" East, with the northwest line of the 55.714 acre VCND tract and the southeast right-of-way line of Farm-to-Market Road 1432, a distance of 10.00 feet to a point for the North corner of the herein described easement;

THENCE, South 36°23'50" East, crossing the 55.714 acre VCND tract, a distance of 2,185.71 feet to a point for an interior corner the herein described easement;


THENCE, North 53°17'27" East, crossing the 55.714 acre VCND tract, passing at an approximate distance of 702 feet the southwest line of the 5.35 acre Railroad Easement, and continuing for an overall distance of 856.74 feet to a point for an exterior corner the herein described easement, said point also being in the southwest line of the 18.808 acre VCND tract and the beginning of a non-tangent curve to the left;

THENCE, continuing with the southwest line of the 18.808 acre VCND tract, along said curve to the left with a radius of 3,769.83 feet, a central angle of 00°09'22", an arc length of 10.27 feet, and a chord which bears South 23°37'47" East, a distance of 10.27 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.700 acres (30,511 square feet) of land, more or less.

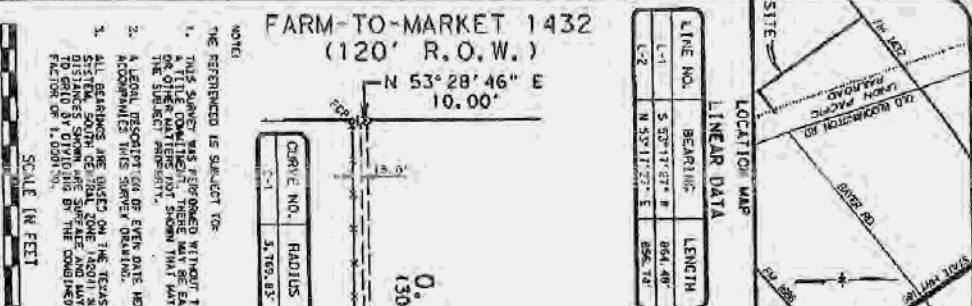
Bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

A survey drawing of even date herewith accompanies this legal description.

The foregoing Fieldnote Description is based on an actual survey made under my supervision in April 2017 and is true and correct to the best of my knowledge and belief.


Wm. Patrick Hohlt 12/19/17
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00



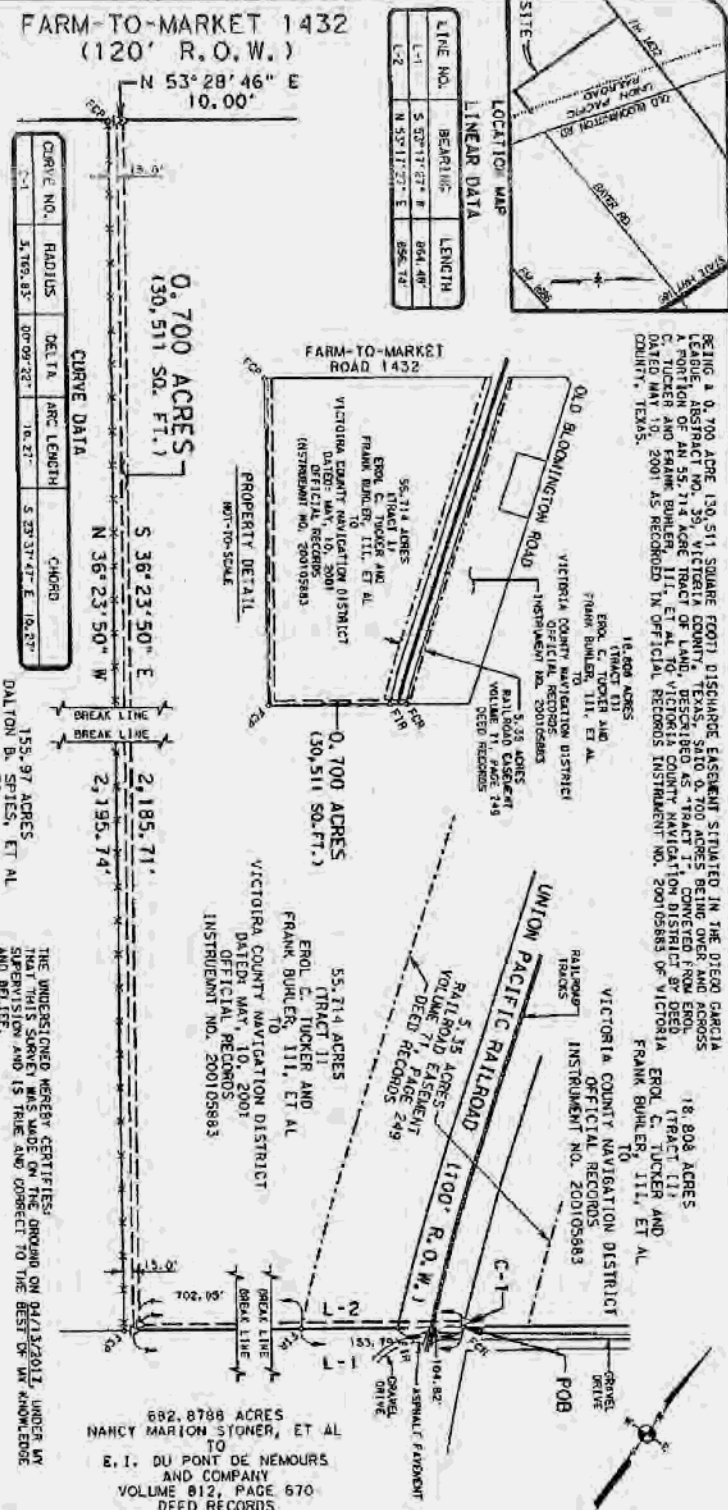


LINE NO.	BEARING	LENGTH
L-1	S 23° 17' 37" E	884.48'
L-2	N 53° 17' 37" E	898.73'

NOTE:
 1. THIS SURVEY WAS PERFORMED WITHOUT THE AID OF A TITLE COMMITMENT; THERE MAY BE EASEMENTS OR INTERESTS SHOWN THAT MAY AFFECT THE SUBJECT PROPERTY.
 2. A LEGAL RESERVATION OR EIGHT-DAY RESERVATION IS SHOWN ON THE TEXAS COMBINED PLAT RECORDS VOLUME 1483, PAGE 908.
 3. ALL BEARING AND DISTANCE ON THE TEXAS COMBINED PLAT RECORDS VOLUME 1483, PAGE 908, AND ANY DISTANCE TO GRID BY DIVISION BY THE COMBINED ADJUSTMENT FACTOR OF 1.000130.

CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD
C-1	1,109.45'	00° 07' 22"	16.21'	5 23° 37' 47" E 16.27'

- LEGEND**
- Δ - CALCULATED POINT
 - - FOUND SURVEY POINT
 - - FOUND PLAIN SURFACE
 - - FOUND RAILROAD TRACKS
 - - FOUND GRAVEL DRIVE
 - - FOUND PLASTIC CAP STAKE
 - - FOUND TOWN AND TOWN QUARTER POB
 - - POINT OF BEGINNING
 - - EXISTING FENCE



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND ON 04/13/2012 UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ACCORDING TO THE FLOOD INSURANCE RATE MAP OF TOWN FOR VICTORIA COUNTY, TEXAS, COMMUNITY PANEL NUMBER A9037, 0820 BY FIRM REVISED SEPTEMBER 15, 1987, THE SUBJECT PROPERTY IS LOCATED IN ZONE X WHICH IN THIS CASE IS NOT A SPECIAL FLOOD HAZARD AREA.

STONED: *W. Patrick Rugh*
 MR. PATRICK RUGH
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NO. 5523 12/19/17

Civil Corp
 ENGINEERS & SURVEYORS
 8411 FARM TO MARKET ROAD 1432, VICTORIA, TEXAS 77901
 TEL: 361-415-1144 FAX: 361-415-1144
 12000 BRADLEY AVENUE, SUITE 100, HOUSTON, TEXAS 77057
 TEL: 713-467-4000 FAX: 713-467-4001

EASEMENT SURVEY
 ADDRESS: FARM-TO-MARKET ROAD 1432

DRAWN BY: RSJ	DATE: 12/11/17
JOB NO.: 1710080	SCALE: 1" = 200'
F.L.D. BK. NO.: NA	SHEET 1 OF 1

Easement Tract 2

Being a 1.49 acre (64,750 square foot) Discharge Easement situated in the Diego Garcia League, Abstract No. 39, Victoria County, Texas, said 1.49 acres being across a portion of that certain 170.01 acre tract of land conveyed from Ruth S. Emmons to Victoria County Navigation District (VCND) by deed dated November 12, 1970 as recorded in Volume 759, Page 219 of the Deed Records of Victoria County, Texas, that certain 40.27 acre tract of land, described as Tract III, conveyed from W.L. Lipscomb, et al to Victoria County Navigation District by deed dated January 22, 1965 as recorded in Volume 634, Page 538 of the Deed Records of Victoria County, Texas, and that certain 178.88 acre tract of land conveyed from W.L. Lipscomb, et al to Victoria County Navigation District by deed dated February 9, 1965 as recorded in Volume 639, Page 434 of the Deed Records of Victoria County, Texas, said 1.49 acre easement being more particularly described by metes and bounds as follows:

COMMENCING from a point for the East corner of the 40.27 acre VCND tract, an exterior corner of a 288.8342 acre tract of land conveyed from Ethel Weaver Evans, et al to E.I. Du Pont de Nemours and Company as recorded in Volume 830, Page 152 of the Deed Records of said county and being in the southwest right-of-way line of Farm-to-Market Road 1432 (120' R.O.W.);

THENCE, North 36°31'19" West, with the northeast line of the 40.27 acre VCND tract and the southwest right-of-way line of Farm-to-Market Road 1432, a distance of 62.37 feet to a point in the northeast line of the 40.27 acre VCND tract, the South corner of the 170.01 acre VCND tract and the northwest right-of-way line of Farm-to-Market 1432;

THENCE, North 53°28'46" East, with the southeast line of the 170.01 acre VCND tract and the northwest right-of-way line of Farm-to Market Road 1432, a distance of 65.03 feet to a point for the South corner of the herein described easement and the fieldnote POINT OF BEGINNING;

THENCE, across the 170.01 acre, 40.27 acre and the 178.88 acre VCND tracts as follows:

North 42°12'39" West, a distance of 240.05 feet to an angle point in the herein described easement;

North 49°18'09" West, a distance of 162.06 feet to an angle point in the herein described easement;

North 43°54'12" West, a distance of 280.01 feet to an angle point in the herein described easement;

South 89°30'41" West, a distance of 70.96 feet to an angle point in the herein described easement;

North 36°38'39" West, a distance of 265.16 feet to an angle point in the herein described easement;

North 46°57'35" West, a distance of 326.36 feet to an angle point in the herein described easement;

North 84°36'35" West, a distance of 41.70 feet to an angle point in the herein described easement;

South 52°43'40" West, a distance of 522.41 feet to an angle point in the herein described easement;

South 01°15'20" East, a distance of 57.09 feet to an angle point in the herein described easement;

THENCE, South 88°56'01" West, a distance of 181.62 feet to a point for southwest corner of the herein described easement, said point being in the East high bank of Pickering Basin;

THENCE, North 05°56'12" West, along the East high bank of Pickering Basin, a distance of 30.11 feet to a point for the West corner of the herein described easement;

THENCE, across the 170.01 acre, 40.27 acre and the 178.88 acre VCND tracts as follows:

North 88°56'01" East, a distance of 154.08 feet to an angle point in the herein described easement;

North 01°15'20" West, a distance of 42.27 feet to an angle point in the herein described easement;

North 52°43'40" East, a distance of 549.41 feet to an angle point in the herein described easement;

South 84°36'35" East, a distance of 63.64 feet to an angle point in the herein described easement;

South 46°57'35" East, a distance of 339.30 feet to an angle point in the herein described easement;

South 36°38'39" East, a distance of 252.63 feet to an angle point in the herein described easement;

North 89°30'41" East, a distance of 68.64 feet to an angle point in the herein described easement;

South 43°54'12" East, a distance of 291.51 feet to an angle point in the herein described easement;

South 49°18'09" East, a distance of 162.50 feet to an angle point in the herein described easement;


THENCE, South 42°12'39" East, a distance of 244.90 feet to a point for the East corner of the herein described easement, said point being in the southeast line of the 170.01 acre VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432;


THENCE, South 53°28'46" West, with the southeast line of the 170.01 acre VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432, a distance of 30.15 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 1.49 acres (64,750 square feet) of land, more or less.

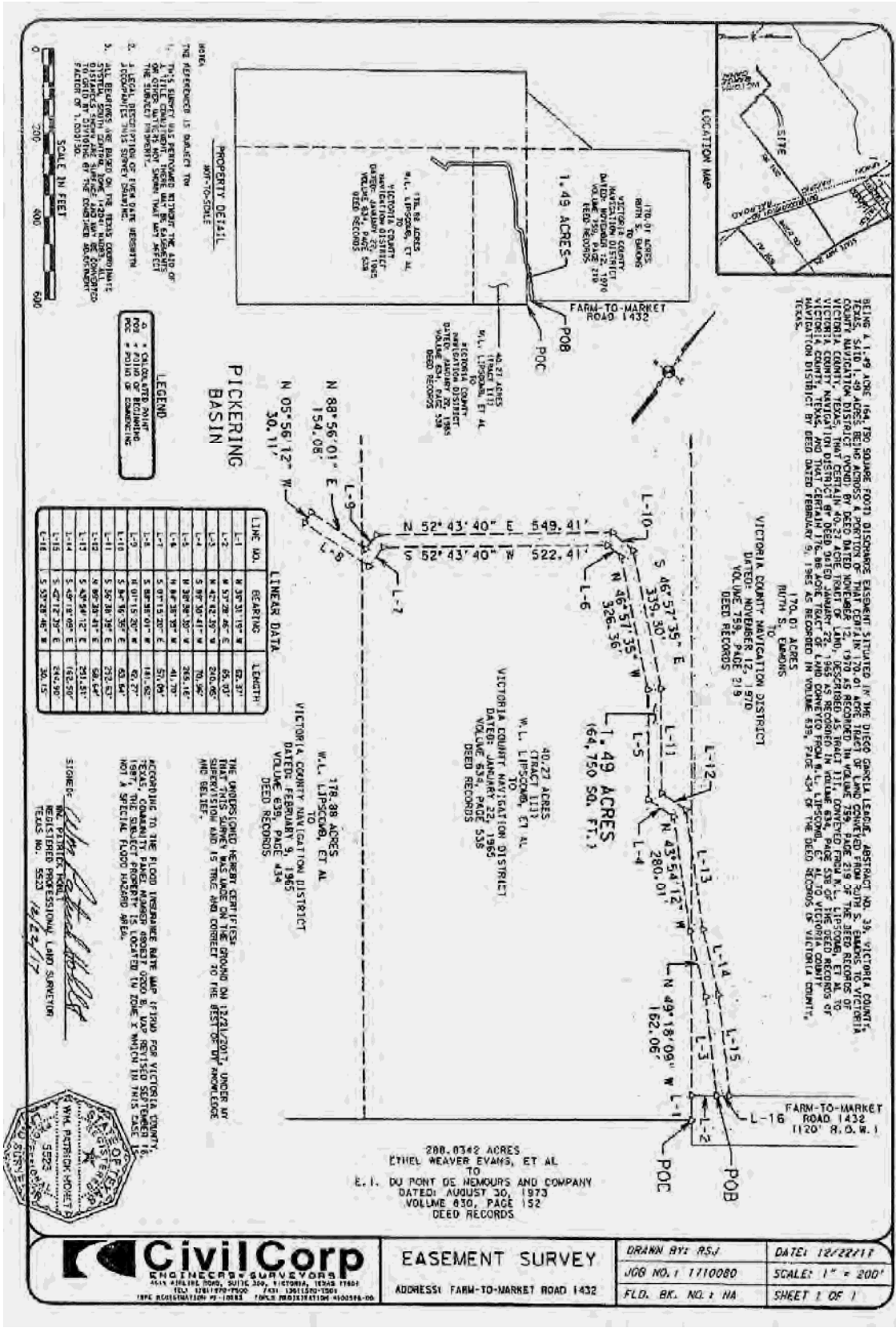
Bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

A survey drawing of even date herewith accompanies this legal description.

The foregoing Fieldnote Description is based on an actual survey made under my supervision in December 2017 and is true and correct to the best of my knowledge and belief.


Wm. Patrick Hohlt 12/22/17
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00





Easement Tract 3

Being a 0.595 acre (25,923 square foot) pipeline easement, 10 feet in width, situated in the Diego Garcia Survey, Abstract No. 39, Victoria County, Texas, said 0.595 acres being over and across a 44,515 acre tract of land, described as Parcel No. 1, conveyed from Carolyn Jansky and Marilyn Meischen to Victoria County Navigation District (VCND) by deed dated October 1, 1991 as recorded in Volume 1606, Page 896 of the Deed Records of Victoria County, Texas, a 3.654 acre tract of land conveyed from Mrs. J.D. (Birdie) Rubac, Guardian of the Person and Estate of Ernestine Ackermann to VCND by deed dated October 1, 1991 as recorded in Volume 1455, Page 242 of the Deed Records of Victoria County, Texas, and a 117.01 acre tract of land conveyed from Ruth S. Emmons to VCND by deed dated November 12, 1970 as recorded in Volume 759, Page 219 of the Deed Records of Victoria County, Texas, said 0,595 acre easement being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch diameter iron rod found for the East corner of the 44.515 acre VCND tract, said iron rod also being the South corner of a 27,84 acre tract of land conveyed from WE. Stevenson, et ux to Texas Flow Tankage, LLC as recorded in Official Records Instrument No. 201201437 of said county, and in the northwest right-of-way line of Farm-to-Market Road 1432 (40' R.O.W.);

THENCE, South 53°28'22" West, with the southeast line of the 44.515 acre VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432, a distance of 558.12 feet to a point for the South corner of herein described easement, said point also being the fieldnote POINT OF BEGINNING;

THENCE, South 53°28'22" West, with the southeast line of the 44,515 acre VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432, a distance of 10.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the South corner of the herein described easement, said iron rod also being the East corner of a 3.47 acre pipeline easement, 30 feet in width, to Gulfmark Energy;

THENCE, North 36°35'48" West, crossing the 44.515 acre VCND tract and the 3.654 acre VCND tract, with the common line of the 3.47 acre Gulfmark Energy easement, passing at a distance of 2,009.25 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" found for the North corner of the 3.47 acre Gulfmark Energy easement, and continuing for an overall distance of 2,149.57 feet to a point for an interior corner of the herein described easement;

THENCE, South 53°58'15" West, crossing the 3.654 acre VCND tract and the 117.01 acre VCND tract, a distance of 378,82 feet to a point for an exterior corner of the herein described tract;

THENCE, North 36°23'31" West, crossing the 117.01 acre VCND tract, a distance of 65,00 feet to a point for the West corner of the herein described easement, said point also being in the northwest line of the 117.01 acre VCND tract and in the southeast line of a 136.55 acre tract of land, described as Tract HI, conveyed from Mrs. J.D. (Bridle) Rolla, et al to The Fordyce Company as recorded in Volume 1341, Page 622 of the Deed Records of said county;

THENCE, North 53°57'01" East, with the common line of the 117.01 acre VCND tract and the 136.55 acre The Fordyce Company tract, a distance of 10.00 feet to a 5/8 inch diameter iron rod found for the North corner of the herein described easement, said iron rod also king the common corner of the 117.01 acre VCND tract, the 136.55 acre Fordyce Company tract, a 183.61 acre tract of land conveyed to CD) Ranches, Ltd and Meischen Family Limited Partnership (according to Victoria County Appraisal District) and the 3.654 acre VCND tract;

THENCE, South 36°23'31" East, with the common line of the 117.01 acre VCND tract and the 3.654 acre VCND tract, a distance of 550.00 feet to a point for an interior corner of the herein described easement;

THENCE, North 53°58'15" East, crossing the 3.654 acre VCND tract, a distance of 378.78 feet to a point for an exterior corner of the herein described easement;

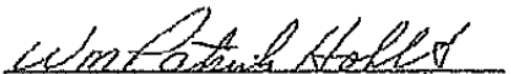
THENCE, South 36°35'48" East, crossing the 3.654 acre VCND tract and the 44.515 acre VCND tract, a distance of 2,159.48 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.595 acres (25,923 square feet) of land, more or less.

See survey drawing for location of a temporary construction easement, 30 feet in width.

All hearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

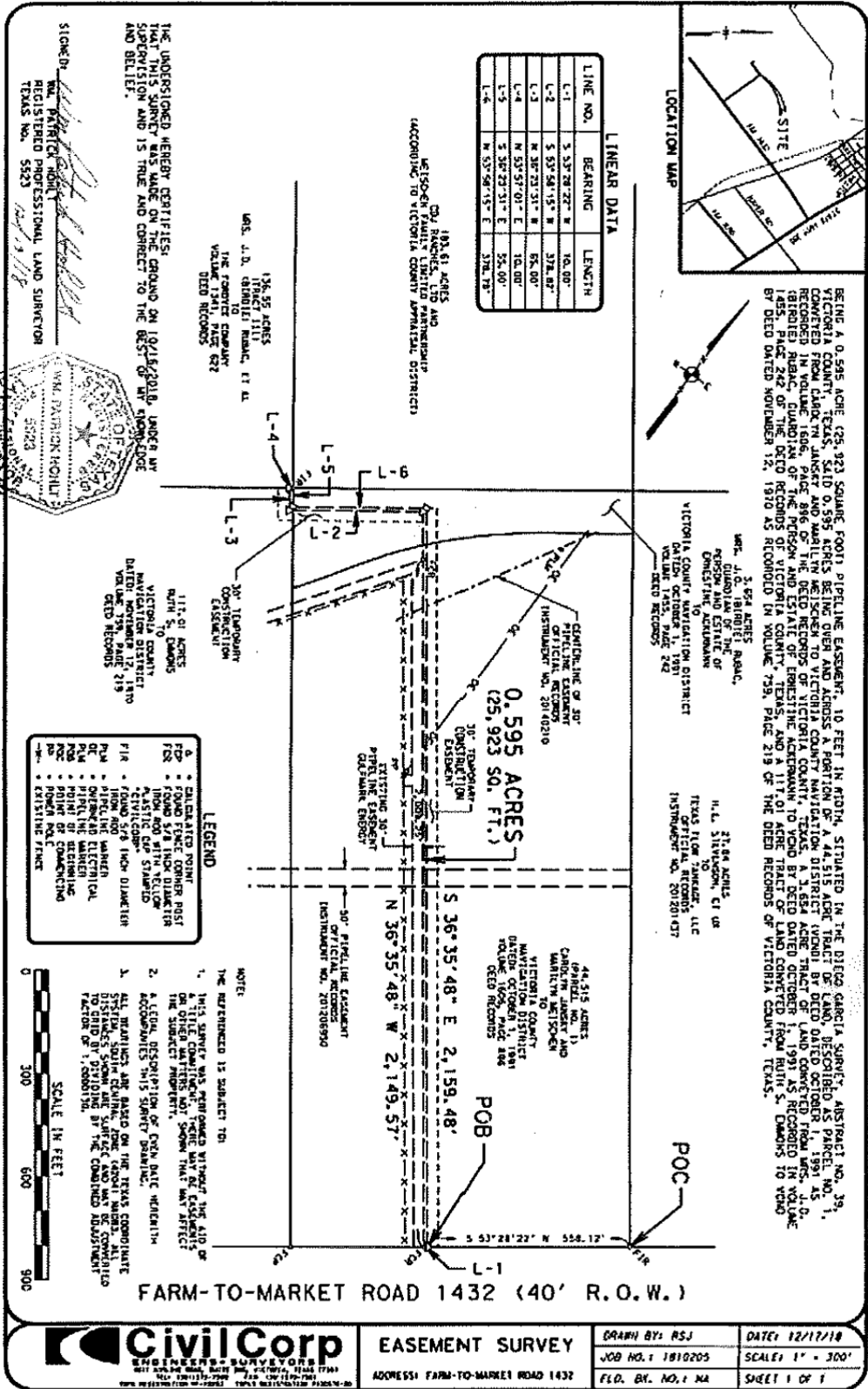
A survey drawing of even date herewith accompanies this legal description.

The foregoing field note description is based on an actual survey made under my supervision in October 2018 and is true and correct to the best of my knowledge and belief.


Wm. Patrick Hohlt 12/19/18
Registered Professional Land Surveyor
Texas No. 5523
TBPLS Registration No. 100576-00



1810205





September 30, 2020

Victoria County Navigation District
Attention: Director of Port Operations
1934 FM 1432
Victoria, Texas 77905

The Law Office of Duane G. Crocker, PC
P.O. Box 2661
Victoria, Texas 77902

Re: Request for Consent to Assignment

Director of Port Operations,

I am writing to inform you that EnLink Midstream Operating, LP ("EnLink"), intends to execute an Assignment with GulfMark Energy, Inc. or its subsidiary ("GulfMark"), whose mailing address is 17 S. Briar Hollow Lane, Ste 100, Houston, TX 77027, that will result in the assignment of EnLink's right, title and interest in and to the following agreements (collectively, "Agreements") to which Victoria County Navigation District ("District") is a party:

- Ground Lease dated August 4, 2011, between District and Eagle Ford Field Services, LLC, as amended and assigned to Devon Gas Services, L.P., then to EnLink;
- Port of Victoria Liquid Dock Operating Permit dated April 1, 2013; and
- Port of Victoria Liquid Cargo Dock No. 2 Operating Permit and Agreement dated March 31, 2015.

Please consider this letter as EnLink's formal request for District's consent to the assignment of the Agreements to GulfMark or its subsidiary. District's consent to the assignment will be effective as of the date of closing of the assignment to GulfMark or its subsidiary, which is anticipated to take place on or around October 15, 2020.

EnLink is not aware of any reasonable basis upon which District should delay, condition, or withhold its consent to this assignment. Accordingly, I am asking that you respond to this request for consent as soon as possible by executing this letter in the space provided below and returning an original copy to me.

If you have any questions, or if you need any additional information regarding this assignment, please contact me at 337.354.1718, or by email at james.reynolds@enlink.com. Thank you for your prompt attention to this matter.

[remainder of page intentionally blank]

Sincerely,



James Reynolds
Senior Landman

Victoria County Navigation District consents to the assignment of the above referenced Agreements to GulfMark Energy, Inc. or its subsidiary on this _____ day of _____, 2020, subject to any applicable terms, requirements, provisions, and conditions within the Agreements.

By: _____
(signature)

Name: _____
(print name)

Title: _____