

AVENUE O
Between Central Street and 95th Street
North Side of Street
Verification of Valero Ownership of Adjacent Properties

Affected Property Parcels: Manchester Subdivision, Block 74, Lots 1-24

Parcel Identification Number(s): 1401570010001

Legal Description of Land: Res A, Block One (1) Valero Houston Refinery, more specifically Lots One (1) through Twenty-Four (24), Block 74, Manchester Subdivision, being more fully described in Warranty Deeds X407579, Y754492, U330083, K447752, N127748, and X333625 in the Official Public Records of Harris County, Texas

Deed Information:

Lots 1 - 4 are covered by Deed X407579

Lots 5 – 10 are covered by Deed Y754492

Lots 11 & 12 are covered by Deed U330083

Lots 13 -15 and 23 - 25 are covered by deed K447752 to Hill Petroleum Co. Document X382841 is an Affidavit of Corporate History that verifies that Hill Petroleum Co. is now Valero Refining.

Lots 16-20 are covered by deed N127748 to Phibro Energy. Document X382841 is an Affidavit of Corporate History that shows that Phibro Energy is now Valero Refining.

Lots 21 & 22 are covered by Deed X333625

Valero Refining-Texas, L.P.
G&A # 5509

Tract No.	Valero-AveO-1
County of	Harris
State of	Texas

LIMITED TITLE CERTIFICATE

Parcel ID Number: 1401570010001

Legal Description of Land: Res A, Block One (1) Valero Houston Refinery, more specifically Lots One (1) through Twenty Four (24) Block 74, Manchester Subdivision, being more fully described in Warranty Deeds X407579, Y754492, U330083, K447752, N127748, and X333625 in the Official Public Records of Harris County, Texas.

Current Vesting Owners: Valero Refining Co Texas

Acquired From: Grantor	Grantee	Type of Instr.	Date of Instr.	Date Instr. Recorded	Vol./Page Doc. No.
Hill Refining Co Hill Petroleum Co Phibro Refining, Inc. Phibro Energy USA, Inc. Basis Petroleum, Inc. Valero Refining Co-Texas	Valero Refining-Texas, L.P., a Texas limited partnership	Affidavit of Corporate History	2/5/2004	2/9/2004	X382841
Betty Joyce Lambright	Valero Refining-Texas, L.P., a Texas limited partnership	General Warranty Deed	2/19/2004	2/20/2004	X407579
Eleazar Torres and Jesusa Torres	Valero Refining-Texas, L.P., a Texas limited partnership	General Warranty Deed	8/8/2005	9/9/2005	Y754492
Cesareo Torres and wife Maria P. Torres	Valero Refining Co. Texas	General Warranty Deed	4/12/2000	4/12/2000	U330083
Charter International Oil Company	Hill Petroleum Co Phibro Energy, Inc.	Deed with Vendor's Lien*	3/12/1986	3/12/1986	K447752
T.W. Lockhart and wife, Oleane Lockhart a/k/a Olean Lockhart	Phibro Refining, Inc. a Texas Corporation	Warranty Deed	5/8/1991	5/8/1991	N127748
Wanda Beatrice Bushnell, Individually and as Independent Executrix of the Estate of Elbert Bushnell, Deceased	Valero Refining-Texas, L.P., a Texas limited partnership	General Warranty Deed	1/14/2004	1/16/2004	X333625

Easements: Grantee	Type of Instr.	Date of Instr.	Date Instr. Recorded	Vol./Page Doc. No.
TE Products Pipeline Company, LP, a Delaware limited partnership	Pipeline ROW and Easement	4/25/2007	5/15/2007	20070294971

Taxes Paid By:	Address
Valero Refining Co Texas	PO Box 690110 San Antonio, TX 78269

Comments: *Vendor on this deed was Phibro Energy, Inc. Both companies (Hill Petroleum and Phibro Energy, later became a part of Valero in 2004 per the corporate History document provided in this title package

Tax Year: 2020

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
1401570010001

Print

E-mail

Owner Services

Similar Owner Name

Nearby Addresses

Same Street Name

Related Map 5656D

Ownership History | Fiduciary Information

Owner and Property Information

Owner Name & Mailing Address:
VALERO REFINING CO TEXAS
PO BOX 690110
SAN ANTONIO TX 78269-0110

Legal Description:
RES A BLK 1
VALERO HOUSTON REFINERY
Property Address:
0 MANCHESTER ST
HOUSTON TX 77012

State Class Code

Land Use Code

Building Class

Total Units

F2 -- Real, Industrial

8002 -- Land Neighborhood Section 2

E

0

Land Area

Building Area

Net Rentable Area

Neighborhood

Market Area

Map Facet

Key Map®

665,161 SF

0

0

5913.01

0 -- Place holder

5656D

535D

Value Status Information

Value Status

Notice Date

Shared CAD

Noticed

04/03/2020

No

Exemptions and Jurisdictions

Exemption Type

Districts

Jurisdictions

Exemption Value

ARB Status

2019 Rate

2020 Rate

Online Tax Bill

None

001

HOUSTON ISD

Certified: 08/21/2020

1.136700

040

HARRIS COUNTY

Certified: 08/21/2020

0.407130

041

HARRIS CO FLOOD CNTRL

Certified: 08/21/2020

0.027920

042

PORT OF HOUSTON AUTHY

Certified: 08/21/2020

0.010740

043

HARRIS CO HOSP DIST

Certified: 08/21/2020

0.165910

044

HARRIS CO EDUC DEPT

Certified: 08/21/2020

0.005000

048

HOU COMMUNITY COLLEGE

Certified: 08/21/2020

0.100263

061

CITY OF HOUSTON

Certified: 08/21/2020

0.567920

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at [HCAD's information center at 13013 NW Freeway.](#)

Valuations

Value as of January 1, 2019

Value as of January 1, 2020

Market

Appraised

Market

Appraised

Land

1,396,838

Land

1,396,837

Improvement

0

Improvement

0

Total

1,396,838

1,396,838

Total

1,396,837

1,396,837

5-Year Value History

Land

Market Value Land

Line

Land Use

Unit Type

Units

Size Factor

Site Factor

Appr O/R Factor

Appr O/R Reason

Total Adj

Unit Price

Adj Unit Price

Value

1

8002 -- Land Neighborhood Section 2
4428 -- Industrial Warehouse - Heavy - Non-Metallic

SF

665,161

1.00

1.00

0.60

Shape or Size

0.60

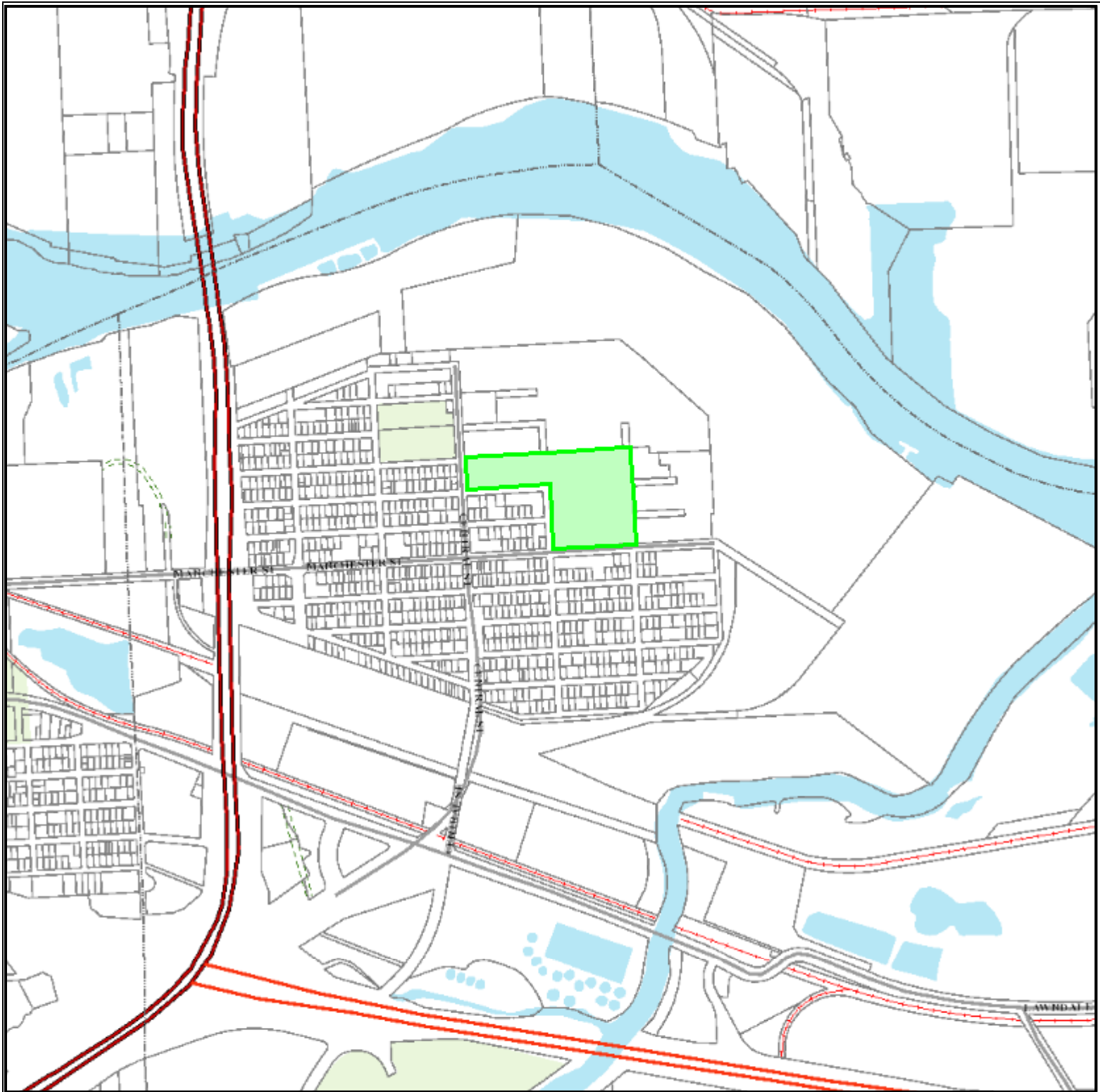
3.50

2.10

1,396,838.00

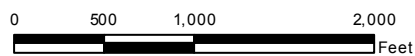
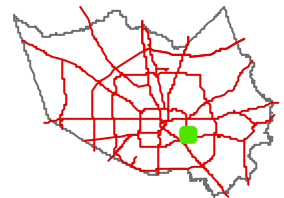
Building

(No Building Data)



**Harris
County
Appraisal
District**

DETAIL MAP OF ACCOUNT NUMBER 1401570010001



Date: 9/15/2020

Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may **not** have been prepared for or be suitable for legal, engineering, or surveying purposes. It does **not** represent an on-the-ground survey and only represents the approximate location of property boundaries.



AFFIDAVIT OF CORPORATE HISTORY

THE STATE OF TEXAS §

COUNTY OF BEXAR §

X382841
02/09/04 300350635

\$75.00

BEFORE ME, the undersigned authority, on this day personally appeared J. Stephen Gilbert, Assistant Secretary of Valero Corporate Services Company, sole general partner of Valero Refining-Texas, L.P., and stated as follows:

Attached hereto are certified copies of the following documents on file with the Secretary of State of Texas reflecting the following changes in the name or structure of predecessors of Valero Refining-Texas, L.P.:

1. Hill Refining Company – Articles of Incorporation dated July 11, 1975.
2. Hill Petroleum Company – Change of name to Hill Petroleum Company from Hill Refining Company dated July 17, 1975.
3. Phibro Refining, Inc. – Change of name to Phibro Refining, Inc. from Hill Petroleum Company dated April 1, 1991.
4. Phibro Energy USA, Inc. – Articles of Merger of Phibro Asphalt, Inc., Phibro Refining-Texas City, Inc., PRI Petroleum, Inc. and Phibro Marine Fuels, Inc. into Phibro Refining, Inc. and change of name to Phibro Energy USA, Inc. dated December 30, 1991, to be effective December 31, 1991.
5. Basis Petroleum, Inc. – Change of name to Basis Petroleum, Inc. from Phibro Energy USA, Inc. dated February 13, 1996, to be effective April 1, 1996.
6. Valero Refining Company-Texas – Change of name to Valero Refining Company-Texas from Basis Petroleum, Inc. dated September 3, 1997, to be effective September 1, 1997.
7. Valero Refining-Texas, L.P. – Conversion to Valero Refining-Texas, L.P. from Valero Refining Company-Texas dated October 30, 2001, to be effective November 1, 2001.

EXECUTED as of this 5th day of **February, 2004.**

VALERO REFINING-TEXAS, L.P., a Texas limited partnership

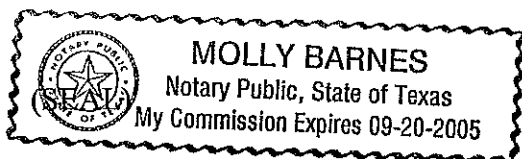
By: Valero Corporate Services Company,
a Delaware corporation, its General Partner

By: J. Stephen Gilbert
J. Stephen Gilbert, Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF BEXAR §

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of February, 2004 by J. Stephen Gilbert, Assistant Secretary of Valero Corporate Services Company, a Delaware corporation, general partner of VALERO REFINING-TEXAS, L.P., a Texas limited partnership, on behalf of said limited partnership.

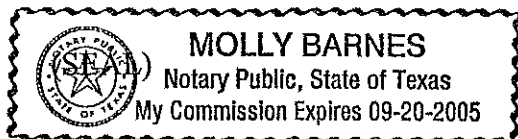


Molly Barnes
Notary Public in and for the State of Texas
My Commission Expires: 09/20/2005

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on February 5th, 2004, by J. Stephen Gilbert, Assistant Secretary of Valero Corporate Services Company, a Delaware corporation, general partner of VALERO REFINING-TEXAS, L.P., a Texas limited partnership, on behalf of said limited partnership.



Molly Barnes
Notary Public in and for the State of Texas
My Commission Expires: 09/20/2005

UPON RECORDATION, RETURN TO:

✓
Greg N. Martin, Esq.
Baker Botts L.L.P.
910 Louisiana, Suite 3123
Houston, TX 77002

FILED
2004 FEB -9 PM 3:27
Shirley R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

VALERO REFINING COMPANY-TEXAS
Filing Number: 36358900

Articles of Incorporation

July 11, 1975

In testimony whereof, I have hereunto signed my name
officially and caused to be impressed hereon the Seal of
State at my office in Austin, Texas on January 21, 2004.




Geoffrey S. Connor
Secretary of State

ARTICLES OF INCORPORATION
OF
HILL REFINING COMPANY

FILED
In the Office of the
Secretary of State of Texas

JUL 11 1975

James B. Chote
Deputy Director, Corporation Division

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I.

The name of the corporation is Hill Refining Company.

ARTICLE II.

The period of its duration is perpetual.

ARTICLE III.

The purpose or purposes for which the corporation is organized are:

To deal in and transact business with respect to real and personal property and services subject to the Texas Business Corporation Act and to Part Four of the Texas Miscellaneous Corporation Laws Act; and

In general, to carry out any other business and to have and exercise all the powers conferred by the laws of Texas upon corporations formed under the Texas Business Corporation Act, and to do any and all of the things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE IV.

The aggregate number of shares which the corporation shall have authority to issue is five hundred thousand (500,000) shares of Common Stock of \$1.00 par value per share. No shareholder shall have any preemptive right to acquire any shares or securities of any class, whether now or hereafter

authorized, which may at any time be issued, sold or offered for sale by the corporation.

The corporation may purchase, directly or indirectly, its own shares to the extent of the aggregate of unrestricted capital surplus therefor and unrestricted reduction surplus available therefor.

ARTICLE V.

The corporation will not commence business until there is received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000), consisting of money paid, labor done or property actually received.

ARTICLE VI.

The address of its initial registered office is 900 First City National Bank Building, Houston, Texas 77002; and the name of its initial registered agent at such address is Andrew E. Hill.

ARTICLE VII.

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

A. C. King	900 First City National Bank Bldg. Houston, Texas 77002
J. N. Warren	900 First City National Bank Bldg. Houston, Texas 77002
Andrew E. Hill	900 First City National Bank Bldg. Houston, Texas 77002

The right to cumulate votes in the election of directors is expressly prohibited.

ARTICLE VIII.

The names and addresses of the incorporators are:

John S. Watson	2100 First City National Bank Building Houston, Texas 77002
William G. Lee	2100 First City National Bank Building Houston, Texas 77002
Robert S. Baird	2100 First City National Bank Building Houston, Texas 77002

ARTICLE IX.

Except as may be provided in the Bylaws, the Board of Directors of this corporation is expressly authorized to alter, amend or repeal the Bylaws of this corporation or adopt new Bylaws, without any action on the part of the shareholders; but the Bylaws made by the Directors and the powers so conferred may be altered or repealed by the shareholders.

IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of July, 1975.

John S. Watson
John S. Watson

William G. Lee
William G. Lee

Robert S. Baird
Robert S. Baird

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, Vickie Elaine Looney, a Notary Public, do hereby certify that on this 11th day of July, 1975, personally appeared before me JOHN S. WATSON, WILLIAM G. LEE, and ROBERT S. BAIRD, who, being by me first duly sworn, declared that they are the persons who signed the foregoing document as incorporators, and that the statements contained therein are true.

Vickie Elaine Looney
Notary Public in and for
Harris County, Texas
VICKIE ELAINE LOONEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

VALERO REFINING COMPANY-TEXAS
Filing Number: 36358900

Articles Of Amendment

July 17, 1975

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 21, 2004.




Geoffrey S. Connor
Secretary of State

PHONE(512) 463-5555
Prepared by: Beverly Mayfield

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

TTY7-1-1

ARTICLES OF AMENDMENT
BY THE SHAREHOLDERS
TO THE ARTICLES OF INCORPORATION
OF
HILL REFINING COMPANY

FILED
In the Office of the
Secretary of State of Texas

JUL 17 1975

Bip Kimbrough
Director, Corporation Division

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation for the purpose of changing the name of the corporation.

ARTICLE I.

The name of the corporation is Hill Refining Company.

ARTICLE II.

The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on July 16, 1975. ARTICLE I of the Articles of Incorporation is hereby amended so as to read as follows:

"ARTICLE I.

The name of the corporation is Hill Petroleum Company."

ARTICLE III.

The number of shares of the corporation outstanding at the time of such adoption was 1,000; and the number of shares entitled to vote thereon was 1,000.

ARTICLE IV.

The holders of all of the shares outstanding and entitled to vote on said amendment have signed a consent in writing adopting said amendment.

ARTICLE V.

The amendment does not effect a change in the amount of stated capital of the corporation which is \$1,000.

Dated: July 16, 1975

HILL REFINING COMPANY

By Andrew E. Hill
President

By Curtis E. Burson
Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

I, Jickie Elaine Looney, a Notary Public, do hereby certify that on this 16th day of July, 1975 personally appeared before me Andrew E. Hill, who declared that he is President of the corporation executing the foregoing document, and Curtis Burson, who declared that he is Secretary of the corporation executing the foregoing document, and being first duly sworn, acknowledged that they signed the foregoing document in the capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Jickie Elaine Looney
Notary Public in and for
Harris County, Texas



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

VALERO REFINING COMPANY-TEXAS
Filing Number: 36358900

Articles Of Amendment

April 01, 1991

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 21, 2004.




Geoffrey S. Connor
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
HILL PETROLEUM COMPANY

APR 1 1991
Corporations Section

ARTICLE ONE

The name of the corporation is Hill Petroleum Company.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted on March 20, 1991.

Article I is amended to read:

The name of the corporation is Philbro Refining, Inc.

ARTICLE THREE

The number of shares of the corporation outstanding and entitled to vote at the time of such adoption was 1,000.

ARTICLE FOUR

The holders of all shares outstanding and entitled to vote have signed a consent in writing adopting said amendment.

HILL PETROLEUM COMPANY

By: [Signature]
Its: Director & Vice President-
Supply & Trading

0 3 1 3 3 7 0 2 2 0 9

**WRITTEN CONSENT OF THE SOLE SHAREHOLDER OF
HILL PETROLEUM COMPANY**

THE UNDERSIGNED, being the sole shareholder of Hill Petroleum Company (the "Company"), does hereby consent to the following resolutions:

WHEREAS, the Board of Directors of the Company has recommended to the sole shareholder that the name of the Company be changed to Phibro Refining, Inc., and that the Articles of Incorporation be amended as set forth in the Articles of Amendment attached hereto as Exhibit "A";

NOW THEREFORE BE IT

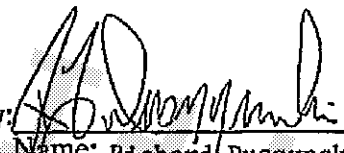
RESOLVED that the name of the Company be changed to Phibro Refining, Inc.;

RESOLVED FURTHER, that the Articles of Incorporation be amended as set forth in the Articles of Amendment attached hereto as Exhibit "A";

RESOLVED FURTHER, that the officers of the Company be, and each hereby is, authorized and empowered, in the name and on behalf of the Company, to take or cause to be taken all such action, and to sign, execute, verify, acknowledge, certify to, file and deliver all such instruments and documents, as shall in the judgment of any such officer, be necessary or appropriate in order to effectuate the purposes of the foregoing resolution, the authorization and approval of the same by the Company to be conclusively evidenced by such execution and delivery.

EXECUTED as of this 20th day of March, 1991.

PHIBRO REFINING, INC.
a Delaware corporation

By: 
Name: Richard Duszynski
Title: Vice President -
Economics & Planning

200135702210

7

CONFIDENTIAL

UNO

CONSENT TO USE OF NAME

Phibro Refining - Texas City, Inc., a corporation organized under the laws of the State of Delaware, hereby consents to the organization-qualification of Phibro Refining, Inc. in the State of Texas.

IN WITNESS WHEREOF, the said Phibro Refining-Texas City, Inc. has caused this consent to be executed by its president and attested under its corporate seal by its _____ secretary, this 6th day of March 19 91.

Phibro Refining-Texas City, Inc.

By: Ernst Weir

President

Attest:

Michael D. Young
Michael D. Young
Secretary

(SEAL.)

(GENERAL - 500 - 7/1/90)



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:


VALERO REFINING COMPANY-TEXAS
Filing Number: 36358900

Articles Of Merger

December 30, 1991

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 21, 2004.




Geoffrey S. Connor
Secretary of State

PHONE(512) 463-5555
Prepared by: Beverly Mayfield

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

TTY7-1-1

FILED
In the Office of the
Secretary of State of Texas

ARTICLES OF MERGER
OF
PHIBRO ASPHALT, INC.
PHIBRO REFINING-TEXAS CITY, INC.
PRI PETROLEUM, INC.
PHIBRO MARINE FUELS, INC.
WITH AND INTO
PHIBRO REFINING, INC.

DEC 30 1991

Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

1. The names of the corporations to be merged under these Articles and the States under the laws of which they are respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
Phibro Refining, Inc.	Texas
Phibro Asphalt, Inc.	Delaware
Phibro Refining-Texas City, Inc.	Delaware
PRI Petroleum, Inc.	Delaware
Phibro Marine Fuels, Inc.	Delaware

2. The laws of the State of Delaware under which each of Phibro Asphalt, Inc., Phibro Refining-Texas City, Inc., PRI Petroleum, Inc. and Phibro Marine Fuels, Inc. is organized permit such merger.

3. The Agreement and Plan of Merger (the "Plan") is set forth as Exhibit A and incorporated by reference into these Articles.

4. Pursuant to the Plan, the merger shall be effective as of the 31st day of December, 1991, at 11:59 p.m. E.S.T.

5. As to the undersigned domestic corporation, the approval of whose sole stockholder is required, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u> <u>Designation</u> <u>of Class</u>	<u>Number of Shares</u>
Phibro Refining, Inc.	1,000	Common	N/A

6. As to the undersigned domestic corporation, the approval of whose sole stockholder is required, the number of shares represented by written consent of sole stockholder approving and not approving the Plan are as follows:

Name of Corporation	Total Number of Shares Rep. by Written Consent for the Plan	Total Number of Shares Rep. by Written Consent Against the Plan	Number of Shares Entitled to Vote as a Class		
			Class	Voted For Plan	Voted Against Plan
Phibro Refining, Inc.	1,000	-0-	Common	N/A	N/A

7. The Plan and the performance of its terms were duly authorized by all action required by the laws of the State of Delaware, the state of incorporation of Phibro Asphalt, Inc., Phibro Refining-Texas City, Inc., PRI Petroleum, Inc. and Phibro Marine Fuels, Inc. and by their respective constituent documents.

Dated: December 27, 1991.

PHIBRO REFINING, INC.
a Texas corporation

By: Robert M. Flavin
Robert M. Flavin
Executive Vice President -
Operations & Administration

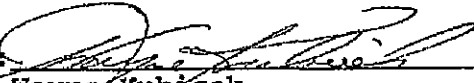
PHIBRO ASPHALT, INC.
a Delaware corporation

By: Wayne Kubicek
Wayne Kubicek
Assistant Secretary

PHIBRO REFINING-TEXAS CITY, INC.
a Delaware corporation

By: Wayne Kubicek
Wayne Kubicek
Vice President

PRI PETROLEUM, INC.
a Delaware corporation

By: 
Wayne Kubicek
Assistant Secretary

PHIBRO MARINE FUELS, INC.
a Delaware corporation

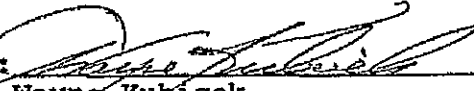
By: 
Wayne Kubicek
Assistant Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated as of December, 31, 1991, pursuant to Section 252 of the General Corporation Law of the State of Delaware, and Article 5.01 of the Texas Business Corporation Act, by and among Phibro Asphalt, Inc., Phibro Refining - Texas City, Inc., PRI Petroleum, Inc., Phibro Marine Fuels, Inc., all being Delaware corporations (such corporations being hereinafter collectively referred to as the "Non-Surviving Corporations"), and Phibro Refining, Inc., a Texas corporation ("Phibro Refining"), (the Non-Surviving Corporations and Phibro Refining being hereinafter collectively referred to as the "Constituent Corporations").

W I T N E S S E T H:

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of said corporations that the Non-Surviving Corporations be merged with and into Phibro Refining (Phibro Refining sometimes hereinafter referred to as the "Surviving Corporation") as authorized by the laws of the States of Delaware and Texas under and pursuant to the terms and conditions hereinafter set forth, and each such Board has fully approved this Agreement and Plan of Merger (this "Plan");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the sole stockholder of each of the Constituent Corporations, and subject to the conditions hereinafter set forth, as follows:

ARTICLE I

Merger

Section 1.1. Surviving Corporation. Subject to the adoption and approval of this Plan by the requisite vote of the sole stockholder of each of the Constituent Corporations and to the other conditions hereinafter set forth, the Non-Surviving Corporations shall be, upon the effective date of the merger, as defined in Section 1.3 hereof, merged into a single, surviving corporation, which shall be Phibro Refining, which shall continue its corporate existence and remain a Texas corporation governed by and subject to the laws of that State.

Section 1.2. Stockholder Approval. This Plan shall be submitted for adoption and approval by the sole stockholder of each of the Constituent Corporations in accordance with the applicable laws of the States of Delaware or Texas, as appropriate, at either a Special Meeting called and held for such purpose or by Written Statement of Consent of the Sole Stockholder.

Section 1.3. Effective Date. The merger shall become effective on the 31st day of December, 1991, at 11:59 p.m. E.S.T. The date upon which the merger shall become effective, as defined by this Section 1.3, is referred to in this Plan as the "Effective Date."

ARTICLE II

Name and Continuing Corporate Existence of Surviving Corporation

Section 2.1. Name and Existence. The corporate name of Phibro Refining, the Surviving Corporation whose corporate existence is to survive this merger, shall be changed to "Phibro Energy USA, Inc." pursuant to an amendment to Phibro Refining's Articles of Incorporation. Phibro Refining shall continue after this merger as the Surviving Corporation, and its identity, existence, purpose, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Non-Surviving Corporations shall be wholly merged into Phibro Refining, the Surviving Corporation, and Phibro Refining shall be wholly vested therewith. Accordingly, on the Effective Date, the separate existence of the Non-Surviving Corporations, except insofar as continued by statute, shall cease.

ARTICLE III

Governing Law and Certificate of Incorporation of Surviving Corporation

Section 3.1. Texas Law Governs and Phibro Refining's Articles of Incorporation Survive. The laws of Texas shall continue to govern the Surviving Corporation. On the Effective Date, Article I of the Articles of Incorporation of Phibro Refining shall be amended to read as follows: "The name of the corporation is Phibro Energy USA, Inc." From and after the Effective Date, such Articles of Incorporation, as so amended, and as the same may thereafter be amended as provided by law, shall be the Articles of Incorporation of the Surviving Corporation.

ARTICLE IV

Bylaws of Surviving Corporation

Section 4.1. Phibro Refining's Bylaws Survive. On and after the Effective Date, the Bylaws of Phibro Refining, as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new Bylaws shall be adopted in accordance with the provisions of law, the Articles of Incorporation, and the Bylaws of the Surviving Corporation.

ARTICLE V

Directors and Officers of
Surviving Corporation

Section 5.1. Directors and Officers of Surviving Corporation. On and after the Effective Date, the board of directors and officers of Phibro Refining holding office on the Effective Date shall constitute the board of directors and officers of the Surviving Corporation, who shall hold office until the next Annual Meeting of the Stockholders and Directors and until their successors shall have been elected and qualified.

ARTICLE VI

Capital Stock of Surviving Corporation

Section 6.1. Capital Stock as in Phibro Refining's Articles of Incorporation. The authorized number of shares of capital stock of the Surviving Corporation, the par value, designation, preferences, rights and limitations thereof and the express terms hereof, shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

ARTICLE VII

Cancellation of Securities on Merger

Section 7.1. Cancellation of Non-Surviving Corporation's Stock. The sole stockholder of all of the Constituent Corporations will remain the sole stockholder of the Surviving Corporation. Accordingly, on the Effective Date, each share of common stock of the Non-Surviving Corporations then issued and outstanding or held in treasury prior to the Effective Date, shall, without further action on the part of the Surviving Corporation, be cancelled and retired.

Section 7.2. Non-Surviving Corporations' Transfer Books Closed. On the Effective Date, the stock transfer books of each of

the Non-Surviving Corporations shall be deemed closed, and no transfer of any shares of the Non-Surviving Corporations shall thereafter be made or consummated.

ARTICLE VIII

Assets and Liabilities

Section 8.1. Assets and Liabilities of Non-Surviving Corporations Become Those of Surviving Corporation. On the Effective Date, all rights, privileges, powers, immunities and franchises of each of the Non-Surviving Corporations, both of a public and private nature, and all property, real, personal, and mixed, and all debts due on whatever account, as well as stock subscriptions and all other choses or things in action, and all and every other interest of or belonging to or due to any of the Non-Surviving Corporations, shall be taken by or deemed to be transferred to and shall vest in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every other interest of each of the Non-Surviving Corporations shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Non-Surviving Corporations, and the title to any real or other property and any interest therein, whether vested by deed or otherwise, of any of the Non-Surviving Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of each of the Non-Surviving Corporations shall be preserved unimpaired and all debts, liabilities, restrictions, obligations and duties of the respective Non-Surviving Corporations, shall thenceforth attach to the Surviving Corporation and may be enforced against and by it to the same extent as if said debts, liabilities, restrictions, obligations and duties had been incurred or contracted by it. All actions or proceedings pending by or against any of the Non-Surviving Corporations may be prosecuted to judgment as if the merger had not taken place or the Surviving Corporation shall be substituted in place of any of the Non-Surviving Corporations.

Section 8.2. Conveyances to Surviving Corporation. Each of the Non-Surviving Corporations hereby agrees, respectively, that from time to time, as and when requested by the Surviving Corporation, or its successors and assigns, to execute and deliver or cause to be executed and delivered, all such deeds, conveyances, assignments and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation, its successors and assigns, may deem necessary or desirable in order to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of

all of the property, rights, privileges, powers, immunities, franchises and interests referred to in this Article VIII of the Plan and otherwise carry out the intents and purposes of the Plan.

Section 8.3. Accounting Treatment. The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amount at which they, respectively, shall then be carried on the books of such Constituent Corporation, subject to such adjustments or elimination of inter-company items as may be appropriate in giving effect to the merger.

ARTICLE IX

Other Provisions with Respect to Merger

Section 9.1. Filing Documents of Merger. After the approval or adoption of this Plan by the sole stockholder of each Constituent Corporation in accordance with the requirements of the laws of the States of Delaware and Texas, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the States of Delaware and Texas.

ARTICLE X

Approval of the Merger

Section 10.1. Approval of the Merger. In order for the merger to become effective, the following action shall have been taken:

(1) This Plan shall be adopted and approved on behalf of each Constituent Corporation in accordance with the provisions of the General Corporation Law of the State of Delaware and the Texas Business Corporation Act, as appropriate;

(2) The Articles of Merger (with this Plan attached as a part thereof), setting forth the information required by, and executed and acknowledged in accordance with, the Texas Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Texas and a Certificate of Merger shall be issued by such Secretary of State; and

(3) The Certificate of Merger, setting forth the information required by, and executed and acknowledged in accordance with, the General Corporation Law of the State

of Delaware, shall be filed in the Office of the Secretary of State of the State of Delaware.

ARTICLE XI

Miscellaneous

Section 11.1. Successors and Assigns. This Plan shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

Section 11.2. Counterparts. For the convenience of the parties and pursuant to the filing of this Plan, any number of counterparts thereof may be executed and each such counterpart shall be deemed an original instrument, but all such counterparts together shall constitute but one instrument and a fully executed counterpart thereof shall be delivered to each party hereto.

Section 11.3. Applicable Law. This Plan shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

Section 11.4. Entire Agreement. This Plan constitutes the entire Agreement and understanding between the Constituent Corporations, and supersedes any prior agreement or understanding relating to the subject matter of this Plan. This Plan may be modified or amended only by written instrument executed by all parties hereto.

Section 11.5. Termination and Abandonment Before or After Stockholder Votes. The Plan may be terminated and the merger contemplated herein abandoned on or prior to the Effective Date, whether before or after adoption by the sole stockholder of any of the Constituent Corporations, by the mutual consent of all of the Constituent Corporations, and this Plan shall become void and have no effect without any liability on the part of any party.

IN WITNESS WHEREOF, the corporate parties have caused this Plan to be signed in their respective corporate names by their respective duly authorized officers, all as of the day and year first above written.

ATTEST:

PHIBRO ASPHALT, INC.

By: _____
Wayne Kubicek
Assistant Secretary

By: _____
Michael D. Young
Secretary

ATTEST:

PHIBRO REFINING - TEXAS CITY, INC.

By: _____
Michael D. Young
Secretary

By: _____
Wayne Kubicek
Vice President

ATTEST:

PRI PETROLEUM, INC.

By: _____
Wayne Kubicek
Assistant Secretary

By: _____
Michael D. Young
Secretary

ATTEST:

PHIBRO MARINE FUELS, INC.

By: _____
Wayne Kubicek
Assistant Secretary

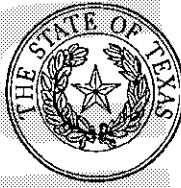
By: _____
Michael D. Young
Secretary

ATTEST:

PHIBRO REFINING, INC.

By: _____
Wayne Kubicek
Assistant Secretary

By: _____
Robert M. Flavin
Executive Vice President -
Operations & Administration



Office of the Secretary of State

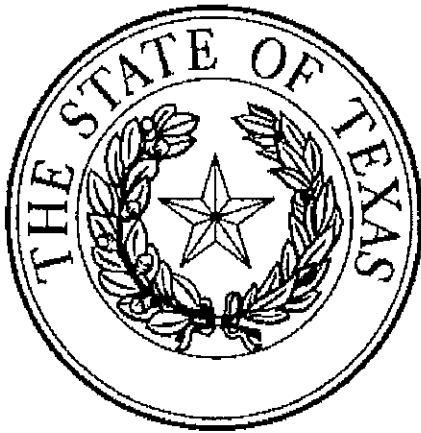
The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

VALERO REFINING COMPANY-TEXAS
Filing Number: 36358900

Articles Of Amendment

February 13, 1996

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 21, 2004.




Geoffrey S. Connor
Secretary of State

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PHIBRO ENERGY USA, INC.**

FILED
In the Office of the
Secretary of State of Texas

FEB 13 1996

Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act ("Act"), the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

ARTICLE ONE

The name of the corporation is Phibro Energy USA, Inc.

ARTICLE TWO

The following amendment to the articles of incorporation was adopted by the sole shareholder of the corporation on February 12, 1996. The amendment alters or changes Article I of the Articles of Incorporation, which is amended to read in its entirety as follows:

The name of the corporation is Basis Petroleum, Inc.

ARTICLE THREE

The foregoing amendment shall be effective as of the 1st day of April, 1996, at 12:01 a.m., C.S.T.

ARTICLE FOUR

The number of shares of the corporation outstanding at the time of such adoption was 1,000; and the number of shares entitled to vote thereon was 1,000.

ARTICLE FIVE

The holder of all of the shares outstanding and entitled to vote on said amendment has signed a consent in writing pursuant to Article 9.10 of the Act adopting said amendment.

Dated: February 12, 1996.

PHIBRO ENERGY USA, INC.

By: 

Name: J. L. G. Gundy

Title: Secretary & General Counsel



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

VALERO REFINING COMPANY-TEXAS
Filing Number: 36358900

Articles Of Amendment

September 03, 1997

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 21, 2004.




Geoffrey S. Connor
Secretary of State

1 0 2 4 4 7 0 1 4 9 5
ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
BASIS PETROLEUM, INC.

FILED
In the Office of the
Secretary of State of Texas
SEP. 3 1997
Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act ("Act"), the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

ARTICLE ONE

The name of the corporation is Basis Petroleum, Inc.

ARTICLE TWO

The following amendment to the articles of incorporation was adopted by the sole shareholder of the corporation on August 29, 1997. The amendment alters or changes Article I of the Articles of Incorporation, which is amended to read in its entirety as follows:

"ARTICLE I.

The name of the corporation is Valero Refining Company-Texas."

ARTICLE THREE

The foregoing amendment shall be effective as of the 1st day of September, 1997, at 12:01 a.m., C.S.T.

ARTICLE FOUR

The number of shares of the corporation outstanding at the time of such adoption was 1,000; and the number of shares entitled to vote thereon was 1,000.

ARTICLE FIVE

The holder of all of the shares outstanding and entitled to vote on said amendment has signed a consent in writing pursuant to Article 9.10 of the Act adopting said amendment.

Dated: September 2, 1997

BASIS PETROLEUM, INC.

By: 

William B. Greehey
Chairman of the Board, Chief Executive
Officer and Proxy

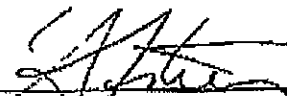
CONSENT TO USE OF NAME

To the Secretary of State of
the State of Texas
Statutory Filings Division
Corporations Section
James Earl Rudder Office Building
1019 Brazos Street
Austin, Texas 78711

Valero Refining Company, a Delaware corporation authorized to do business in Texas, hereby consents to the use of the name "Valero Refining Company-Texas" by Valero Refining Company-Texas, a Texas corporation, for the purpose of said corporation filing its Articles of Amendment to the Articles of Incorporation.

Executed this 3rd day of September, 1997.

Valero Refining Company


Eric A. Fisher
Assistant Secretary

UNOFFICIAL COPY



Office of the Secretary of State

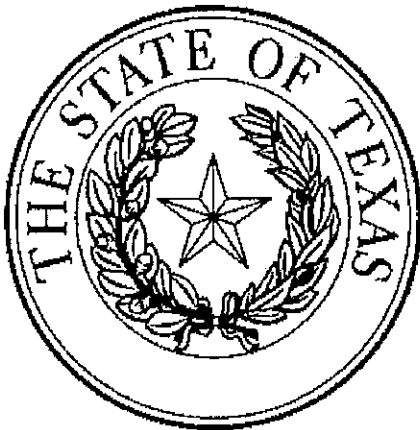
The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Valero Refining-Texas, L.P.
Filing Number: 800023619

Articles of Conversion

October 30, 2001

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 21, 2004.



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

ARTICLES OF CONVERSION

FOR

VALERO REFINING COMPANY-TEXAS

FILED

In the Office of the
Secretary of State of Texas

OCT 30 2001

Corporations Section

The undersigned being the duly authorized representative of Valero Refining Company-Texas, a Texas corporation, hereby executes these Articles of Conversion pursuant to Article 5.18 of the Texas Business Corporation Act ("TBCA"):

It is hereby certified as follows:

1. The name of the converting corporation is "Valero Refining Company-Texas", a Texas corporation ("Converting Entity").
2. The name of the limited partnership to which the Converting Entity is to be converted is "Valero Refining-Texas, L.P.", a Texas limited partnership ("Converted Entity").
3. A Plan of Conversion and Reorganization for the Converting Entity to convert into a Texas limited partnership ("Plan") has been duly approved and has not been abandoned. An executed copy of the Plan is on file at the principal place of business of the Converting Entity at One Valero Place, San Antonio, Texas 78212, and will be on file from and after the conversion at the principal place of business of the Converted Entity at One Valero Place, San Antonio, Texas 78212 and will be furnished by the Converting Entity (prior to the conversion) or Converted Entity (after the conversion) on written request without cost to any partner or shareholder of the Converted Entity or Converting Entity (as applicable).
4. Approval of the Plan was duly authorized by all action required by the TBCA, the laws of Texas and the Converting Entity's constituent documents. The Converting Entity has 2,000 shares of authorized common stock, \$0.01 par value (and no other authorized stock) with 1,000 shares outstanding, all of which voted in favor of the conversion and adoption of the Plan.
5. Under the Plan, the Converted Entity will continue its existence in the form of a Texas limited partnership.
6. Under the Plan, the Converted Entity will be liable for payment of all applicable fees and franchise taxes of the Converting Entity as required by law.

7. As provided in the Plan, the conversion shall be effective at 12:01 a.m. on November 1, 2001.

Dated as of October 30, 2001.

Valero Refining Company-Texas

By: T. Wyatt Stripling

T. Wyatt Stripling
Vice President

45069787.1

CERTIFICATE OF LIMITED PARTNERSHIP
OF
VALERO REFINING-TEXAS, L.P.

1. The name of this limited partnership is "Valero Refining-Texas, L.P."
2. This limited partnership is formed pursuant to a Plan of Conversion and Reorganization for Valero Refining Company-Texas, a Texas corporation ("Converting Entity"), under Section 5.17 of the Texas Business Corporation Act and Section 2.15 of the Texas Revised Limited Partnership Act. The address of the Converting Entity is One Valero Place, San Antonio, Texas 78212, and it was originally formed as a Texas corporation on July 11, 1975.
3. The address of the limited partnership's registered office in Texas is 1021 Main Street, #1150, Houston, Texas 77002 and the name of the limited partnership's registered agent in Texas at such address is CT Corporation System.
4. The address of the principal office in the United States where records of the partnership are to be kept is One Valero Place, San Antonio, Texas 78212.
5. The name, mailing address, and street address of the sole general partner is:

Name of General Partner

Mailing and Street Address

Valero Corporate Services Company

One Valero Place
San Antonio, Texas 78212

6. This Certificate of Limited Partnership shall be effective on November 1, 2001.

The undersigned affirms under penalty of perjury that this Certificate is executed on October 30, 2001, and to the best of its knowledge and belief, the facts stated in this Certificate are true.

General Partner:

**VALERO CORPORATE SERVICES
COMPANY**

By: _____

T. Wyatt Stupling
T. Wyatt Stupling
Vice President

CONSENT TO USE OF NAME

To the Secretary of State of
the State of Texas
Division of Corporations
1019 Brazos, Suite 105
Austin, TX 78701

Each of Valero Refining Company-California, Valero Refining Company-Louisiana, and Valero Refining Company-New Jersey, each Delaware corporations qualified to do business in Texas, hereby consents to the use of the name "Valero Refining-Texas, L.P." by Valero Refining Company-Texas, a Texas corporation, which will change its name to "Valero Refining-Texas, L.P." during a conversion, to be effective on or about November 1, 2001.

Executed this 30th day of October, 2001.

VALERO REFINING COMPANY-CALIFORNIA

By: T. Wyatt Stripling
T. Wyatt Stripling
Vice President

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FEB - 9 2004



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

VALERO REFINING COMPANY-LOUISIANA

By: T. Wyatt Stripling
Title: _____
T. Wyatt Stripling
Vice President

VALERO REFINING COMPANY-NEW JERSEY

By: T. Wyatt Stripling
Title: _____
T. Wyatt Stripling
Vice President

43071406.1

TOTAL P.05

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

That BETTY JOYCE LAMBRIGHT (hereinafter called "Grantor"), whose current mailing address is 164 Ice Ridge Street, Dayton, Liberty County, Texas 77535-9510, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by VALERO REFINING-TEXAS, L.P., a Texas limited partnership (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed,

Has, subject to the matters herein contained, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee, the following described lots and parcels of land situated, lying and being in Harris County, Texas, together with all improvements thereon and all and singular the rights, hereditaments and appurtenances in any way belonging or appertaining to said property and all right, title and interest in and to any adjoining streets or rights-of-way:

Lots One (1), Two (2), Three (3) and Four (4) in Block Seventy-four (74), of MANCHESTER SUBDIVISION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 26, of the Map Records of Harris County, Texas.

This conveyance is made, executed and delivered by Grantor, and is accepted by Grantee, subject only to the restrictions contained in Volume 6, Page 26 of the Map Records of Harris County, Texas, and in Volume 661, Page 448 of the Deed Records of Harris County, Texas, to the extent the same are valid and apply, effect or pertain to the property herein conveyed.

TO HAVE AND TO HOLD the above property unto the said Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, forever; and Grantor does hereby bind herself, her heirs, executors, administrators, representatives and assigns, to Warrant and Forever Defend all and singular the property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Held
GF # 03120163
Houston Title Company

WITNESS the execution hereof, this 19 day of February, 2004.

Betty Joyce Lambright
BETTY JOYCE LAMBRIGHT

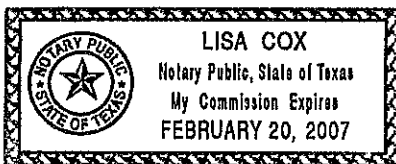
"GRANTOR" *lx*

Address of Grantee:

Valero Refining-Texas, L.P.
9701 Manchester
Houston, Texas 77012

THE STATE OF TEXAS §
COUNTY OF Liberty §

This document was acknowledged before me on February 19, 2004, by Betty Joyce Lambright.



(SEAL OR STAMP)

My Commission Expires:

2-20-07

Lisa Cox

Notary Public in and for
the State of Texas

Lisa Cox

Printed Name of Notary Public

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

FEB 20 2004



Dorely L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2004 FEB 20 PM 1:25
Dorely L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

GENERAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

That ELEAZAR TORRES and JESUSA TORRES, whose current mailing address is 9423 E Avenue O, Houston, Texas 77012 (collectively referred to hereinafter as "Grantor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by VALERO REFINING-TEXAS, L.P., a Texas limited partnership (referred to hereinafter as "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed,

Has, subject to the matters herein contained, GRANTED, SOLD and CONVEYED, and by these present does GRANT, SELL AND CONVEY unto the said Grantee, the following described lots and parcels of land situated, lying and being in Harris County, Texas, together with all improvements thereon and all and singular the rights, hereditaments and appurtenances in any way belonging or appertaining to said property and all right, title and interest in and to any adjoining streets or rights-of-way:

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block Seventy-four (74) of MANCHESTER SUBDIVISION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 26, of the Map Records of Harris County, Texas.

This conveyance is made, executed and delivered by Grantor, and is accepted by Grantee, subject only to the restrictions contained in (i) Volume 780, Page 391, of the Deed Records of Harris County, Texas (as to Lots Five (5) and Six (6) referenced above), (ii) Volume 1609, Page 528, of the Deed Records of Harris County, Texas (as to Lots Seven (7) and Eight (8) referenced above), and (iii) Volume 1867, Page 266, of the Deed Records of Harris County, Texas (as to Lots Nine (9) and Ten (10) referenced above), to the extent the same are valid and apply, effect or pertain to the property herein conveyed.

TO HAVE AND TO HOLD the above property unto the said Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, forever; and Grantor does hereby bind himself, his heirs, executors, administrators, representatives and assigns, to Warrant and Forever Defend all and singular the

GF# 05080218
HOUSTON TITLE COMPANY-D. NEW

RP 011-26-1693

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HOLD ✓

property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this 8th day of August, 2005.

"GRANTOR":

Eleazar Torres
ELEAZAR TORRES

Jesusa Torres
JESUSA TORRES

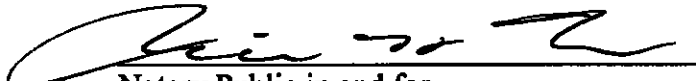
Address of Grantee:

Valero Refining-Texas, L.P.
9701 Manchester
Houston, Texas 77012

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

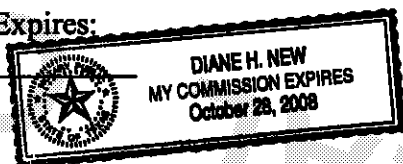
Before me, a Notary Public, on this day personally appeared ELEAZAR TORRES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of August, 2005.


Notary Public in and for
the State of Texas

(SEAL OR STAMP)

My Commission Expires:



Printed Name of Notary Public

Diane H. New
COUNTY CLERK
HARRIS COUNTY, TEXAS

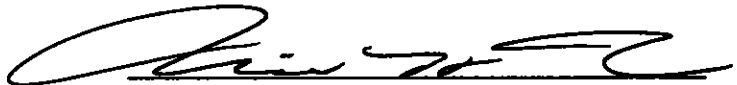
2005 SEP -9 PM 1:59

FILED

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

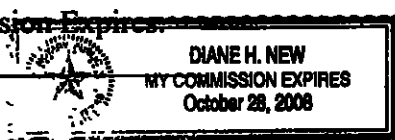
Before me, a Notary Public, on this day personally appeared JESUSA TORRES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of August, 2005.


Notary Public in and for
the State of Texas

(SEAL OR STAMP)

My Commission Expires:



Printed Name of Notary Public

RP 011-26-1696

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the
date and at the time stamped hereon by me, and was duly RECORDED in the
Official Public Records of Real Property of Harris County, Texas on

SEP - 9 2005



Dorothy L. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

100
U330083

531-71-1518

04/12/00 101294323 U330083

4/7/00
\$13.00

GENERAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

That CESAREO TORRES and wife, MARIA P. TORRES (hereinafter collectively called "Grantors"), whose current mailing address is 9515 E. Avenue O, Houston, Harris County, Texas 77012, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors in hand paid by VALERO REFINING COMPANY-TEXAS, a Texas corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, *lee*

13
ly Have, subject to the matters herein contained, GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said Grantee, the following described lots and parcels of land situated, lying and being in Harris County, Texas, together with all improvements thereon and all and singular the rights, hereditaments and appurtenances in any way belonging or appertaining to said property and all right, title and interest in and to any adjoining streets or rights-of-way:

D Lots Eleven (11) and Twelve (12) in Block Seventy-four (74) of MANCHESTER SUBDIVISION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 26, of the Map Records of Harris County, Texas.

This conveyance is made, executed and delivered by Grantor, and is accepted by Grantee, subject only to the restrictions contained in Volume 787, Page 136, of the Deed Records of Harris County, Texas, to the extent the same are valid and apply, effect or pertain to the property herein conveyed.

TO HAVE AND TO HOLD the above property unto the said Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, representatives and assigns, to Warrant and Forever Defend all and singular the property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

HOU03 682662 1

Hold
1
HOUSTON TITLE COMPANY
785

00020320

WITNESS the execution hereof, this 15th day of April, 2000

Cesareo Torres
CESAREO TORRES

SS No.: 466244380

Maria P. Torres
MARIA P. TORRES

SS No.: 548 11-8021

"GRANTORS"

Address of Grantee:

Valero Refining Company-Texas
9701 Manchester
Houston, Texas 77012
(Mike McCormick)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

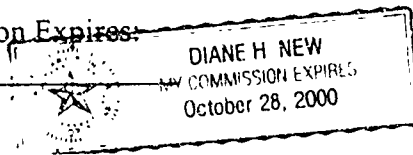
Before me, a Notary Public, on this day personally appeared Cesareo Torres, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of April, 2000.

[Signature]
Notary Public in and for
the State of Texas

(SEAL OR STAMP)

My Commission Expires:



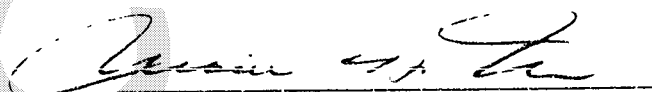
Printed Name of Notary Public

531-71-1.20

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, a Notary Public, on this day personally appeared Maria P. Torres, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of April 2000.



Notary Public in and for
the State of Texas

(SEAL OR STAMP)

My Commission Expires:

Printed Name of Notary Public



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

APR 12 2000




COUNTY CLERK
HARRIS COUNTY TEXAS

APR 12 PM 1:08

Recd
K447752

041-64-1732

DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF HARRIS

“ §
§
§

KNOW ALL MEN BY THESE PRESENTS:

03/12/86 00228803 K447752 \$ 48.00

48
X
THAT CHARTER INTERNATIONAL OIL COMPANY, a Texas corporation of Harris County, Texas ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other consideration in cash to the undersigned paid by HILL PETROLEUM COMPANY, a Texas corporation ("Grantee"), the receipt of which is hereby acknowledged, which cash consideration was paid to the Grantor herein by PHIBRO ENERGY, INC. ("Lender"), at the instance and request of the Grantee herein, the receipt of which is hereby acknowledged, as evidence of which said Grantee has executed and delivered its one certain promissory note of even date herewith, in the principal sum of Forty-Five Million and No/100 Dollars (\$45,000,000.00) payable to the order of Lender, as therein provided and bearing interest at the rates specified and providing for acceleration of maturity in event of default and for attorney's fees, (the "Note") (the terms and conditions of which are incorporated herein by reference as though fully set forth herein), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee, those certain tracts of land situated in Harris County, Texas, and more fully described in Exhibit "A" attached hereto and made a part hereof (the "Land"), together with

(i) all buildings, structures, fixtures, and improvements located thereon (the "Improvements");

(ii) all of Grantor's right, title, and interest in and to all easements, tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land or Improvements;

(iii) all of Grantor's right, title, and interest in and to any land lying in the bed of any highway, street, road, avenue or alley open or proposed, in front of or abutting or adjoining the Land; all of Grantor's right, title and interest in and to adjacent strips or gores of real estate; and all of Seller's right, title and interest in and to any award made after the date hereof in lieu thereof and in and to any unpaid award for damage to the Land by reason of a change of grade of any highway, street, road or avenue adjoining the Land;

(iv) all rights to the present or future use of wastewater, drainage, water or other utility facilities to the extent transferable and to the extent such use benefits the Land or Improvements, including without limitation all reservations of or commitments covering any such use in the future, whether now owned or hereafter acquired (including specifically all Wastewater Capacity Reservations and Capital Recovery Charge Receipts, if any, issued by the City of Houston and relating to the Land or Improvements); and

(v) all of the Grantor's right, title and interest in and to (1) the use of all easements, if any, whether or not of record, appurtenant to the Land and (2) the use of all strips and rights-of-way, if any, abutting, adjacent, contiguous or adjoining the Land

(collectively the "Property"), SUBJECT, HOWEVER, to those exceptions, reservations and other matters described on Exhibit "B" attached hereto and made a part hereof for all purposes, to the extent and only to the extent the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto Grantee, its successors and assigns forever.

But it is expressly agreed that the Vendor's Lien as well as the Superior Title in and to the Property, subject, however, to the matters set forth as Exhibit "B" hereto, is retained against the Property until the Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute, with said Vendor's Lien and Superior Title herein retained to the extent of cash advanced by Lender being hereby transferred, assigned, sold and conveyed to Lender, its successors and assigns, without warranty by or recourse on Grantor.

Notwithstanding anything herein to the contrary, this Deed is made without any warranty of title, either expressed or implied. EXCEPT AS EXPRESSLY PROVIDED IN OTHER AGREEMENTS BETWEEN GRANTOR AND GRANTEE, THE PROPERTY IS SOLD "AS IS" AND GRANTOR MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY

PARTICULAR PURPOSES, CONDITION OR OTHERWISE, CONCERNING ANY OF THE PROPERTY.

EXECUTED this 12th day of March, 1986.

CHARTER INTERNATIONAL OIL COMPANY W

By *J. D. Francis* President

ATTEST:

William Buck
Assistant Secretary

GRANTOR

Address of Grantee:
Hill Petroleum Company
600 Steamboat Road
Greenwich, Connecticut 06830

with copy to:
Greg N. Martin
Hutcheson & Grundy
3300 Citicorp Center
Houston, Texas 77002

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§
This instrument was acknowledged before me on this the 12 day of March, 1986, by *James D. Francis*, President of Charter International Oil Company, a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public in and for
The State of TEXAS

My Commission Expires:

JOHN S. HOLLYFIELD
Notary Public in and for the State of Texas
My Commission Expires 10-31-88.

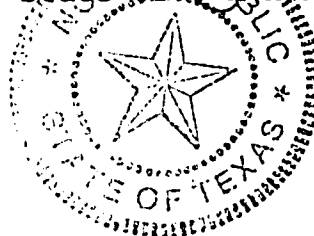


EXHIBIT "A"

TRACT: 7.6302 ACRES
JUNE 27, 1975

HARRIS COUNTY, TEXAS

PART I
TRACT I

CALLAHAN & VINCE SURVEY
J. R. HARRIS SURVEY
MAIN OFFICE - TRACT NO. 1

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, CONTAINING 7.6302 ACRES OF LAND, OUT OF THE CALLAHAN AND VINCE SURVEY AND THE J. R. HARRIS SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL IS REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF THE TRACT HEREIN BEING DESCRIBED AT ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF MANCHESTER AVENUE 70 FOOT RIGHT-OF-WAY, AND THE WEST BOUNDARY OF THE PUBLIC BELT RAILROAD 50 FOOT RIGHT-OF-WAY, SAID POINT BEING MARKED BY A 4" BOILER PIPE (RECOVERED) HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,184,594.79$; $Y=704,158.69$ AND BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "0913" AND HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,184,769.63$; $Y=702,744.24$ AND BEING $N07^{\circ} 02' 47''W$, 1,425.22 FEET TO SAID POINT OF BEGINNING.

THENCE $S02^{\circ} 45' 56''E$, 511.05 FEET ALONG THE EAST BOUNDARY OF THIS TRACT, COMMON WITH THE WEST BOUNDARY LINE OF THE AFOREMENTIONED PUBLIC BELT RAILROAD 50 FOOT RIGHT-OF-WAY, TO A POINT FOR CORNER, BEING THE SOUTHEAST CORNER OF THIS TRACT AT ITS INTERSECTION WITH THE NORTH RIGHT-OF-WAY BOUNDARY OF THE MUNICIPAL BELT RAILROAD 50 FOOT RIGHT-OF-WAY, MARKED BY A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED AS FOLLOWS: " $X=3,184,619.45$; $Y=703,648.24$ ". AT 510.48 FEET PASS A 3" GALVANIZED IRON PIPE AT FENCE CORNER.

THENCE $N71^{\circ} 31' 45''W$, 1,347.96 FEET ALONG THE SOUTHERLY BOUNDARY OF THIS TRACT, AS PARTIALLY FENCED AND OCCUPIED, TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT AT ITS INTERSECTION WITH THE EAST BOUNDARY OF OCCIDENTAL CHEMICAL COMPANY OF TEXAS PROPERTY. AT 1,112.20 FEET PASS A 2" GALVANIZED IRON PIPE AT FENCE CORNER, BEING 0.53 FEET NORTH OF SAID PROPERTY LINE.


THENCE $N03^{\circ} 09' 54''W$, 18.02 FEET ALONG THE WEST BOUNDARY OF THIS TRACT, COMMON WITH THE EAST BOUNDARY OF THE AFOREMENTIONED OCCIDENTAL CHEMICAL CO. OF TEXAS PROPERTY, TO A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED AS FOLLOWS: " $X=3,183,339.93$; $Y=704,093.30$ ".

THENCE $N87^{\circ} 01' 01''E$, 1,256.56 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE SOUTH BOUNDARY OF THE AFOREMENTIONED MANCHESTER AVENUE 70 FOOT RIGHT-OF-WAY, TO THE POINT OF BEGINNING CONTAINING 7.6302 ACRES OF LAND. AT 55.18 FEET PASS A 3" GALVANIZED IRON PIPE AND FENCE CORNER. AT 954.53 FEET PASS A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED AS FOLLOWS: " $X=3,184,293.17$; $Y=704,142.98$ ". TOGETHER WITH EASEMENT RIGHTS CONTAINED IN THAT CERTAIN DEED RECORDED IN VOLUME 398, PAGE 395 DEED RECORDS OF HARRIS COUNTY, TEXAS.

RAS:hrrf

I, N. R. RICKER, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN CERTIFIED PLAT ENTITLED EXHIBIT "B", MAIN OFFICE TRACT NO. 1, DATED JUNE 11, 1975.




N. R. RICKER
REG. PUBLIC SURVEYOR NO. 557

COPY UNOFFICIAL

EXHIBIT "A"

TRACT: 15.7878 ACRES

HARRIS COUNTY, TEXAS

JUNE 27, 1975

PART I
TRACT II

CALLAHAN & VINCE SURVEY

J. R. HARRIS SURVEY

TANK FARM TRACT NO. 2

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, CONTAINING 15.7878 ACRES OF LAND, OUT OF THE CALLAHAN & VINCE SURVEY AND THE J. R. HARRIS SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL IS REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF THIS TRACT MARKED BY A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=3,184,679.44; Y=703,575.48", SAID POINT OF BEGINNING BEING AT ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF THE MUNICIPAL BELT RAILROAD 50 FOOT RIGHT-OF-WAY, A WESTERLY BOUNDARY OF THE LIQUILUX GAS SERVICES, INC. PROPERTY, AND BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "0913" HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,184,769.63; Y=702,744.24, AND BEING N06° 11' 31"W, 836.12 FEET TO SAID POINT OF BEGINNING.

THENCE S03° 43' 26"E, 205.70 FEET ALONG THE EAST BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING COMMON WITH A WESTERLY BOUNDARY OF SAID LIQUILUX GAS SERVICES, INC. PROPERTY, TO A 3/4" PIPE IN CONCRETE (RECOVERED) FOR CORNER, BEING THE SOUTHEAST CORNER OF THIS TRACT, HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,184,692.80; Y=703,370.22.

THENCE S72° 15' 56"W, 390.63 FEET ALONG A SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH A NORTHERLY BOUNDARY OF SAID LIQUILUX GAS SERVICES, INC. PROPERTY, TO A 3" GALVANIZED IRON PIPE AT FENCE CORNER AT ITS INTERSECTION WITH THE WEST BOUNDARY OF SAID CALLAHAN & VINCE SURVEY, BEING COMMON WITH THE EASTERLY BOUNDARY OF SAID J. R. HARRIS SURVEY, SAID CORNER BEING REFERENCED FROM A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC REFERENCE MONUMENT 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=3,184,320.43; Y=703,261.23" AND BEING S01° 46' 16"E, 10.00 FEET ALONG SAID COMMON SURVEY LINE TO THE AFOREMENTIONED PROPERTY CORNER.

THENCE S01° 46' 16"E, 129.07 FEET ALONG AN EASTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING COMMON WITH THE WESTERLY BOUNDARY OF THE AFOREMENTIONED LIQUILUX GAS SERVICES, INC. PROPERTY, AND BEING ALSO THE AFOREMENTIONED COMMON SURVEY LINE, THE WEST BOUNDARY OF SAID CALLAHAN & VINCE SURVEY, COMMON WITH THE EAST BOUNDARY OF SAID J. R. HARRIS SURVEY, TO A 3" GALVANIZED IRON PIPE AND FENCE CORNER, BEING THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF THE G. H. & H. RAILROAD 50 FOOT RIGHT-OF-WAY.

TRACT: 15.7878 ACRES

HARRIS COUNTY, TEXAS

THENCE ALONG THE SOUTHERN BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, AND ALONG AN ARC (TO THE RIGHT), BASED ON A CENTRAL ANGLE OF $38^{\circ}07'29''$ (RIGHT), A RADIUS OF 507.14 FEET, HAVING AN ARC LENGTH OF 337.45 FEET AND HAVING A CHORD CALL OF $N85^{\circ}03'30''$ W, 331.26 FEET TO A POINT OF COMPOUND CURVE (P. C. C.).

THENCE ALONG AN ARC (TO THE RIGHT) AND CONTINUING ALONG SAID SOUTH BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, AND COMMON WITH THE NORTHERLY RIGHT-OF-WAY OF THE AFOREMENTIONED G. H. & H. RAILROAD 50 FOOT RIGHT-OF-WAY, BASED ON A CENTRAL ANGLE OF $18^{\circ}23'11''$ (RIGHT), A RADIUS OF 1,898.63 FEET, HAVING AN ARC LENGTH OF 609.26 FEET, AND HAVING A CHORD CALL OF $N57^{\circ}22'48''$ W, 606.67 FEET TO A POINT FOR CORNER AND POINT OF TANGENCY (P. T.) MARKED BY AN AXLE IN CONCRETE (RECOVERED).

THENCE $N48^{\circ}11'13''$ W, 154.93 FEET ALONG SAID SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING COMMON WITH THE AFOREMENTIONED G. H. & H. RAILROAD 50 FOOT NORTH RIGHT-OF-WAY, TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT MARKED BY A 4" X 4" CONCRETE MONUMENT (RECOVERED) BY FENCE CORNER, SAID MONUMENT HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,183,368.25$; $Y=703,581.08$, AND BEING AT ITS INTERSECTION WITH THE EAST BOUNDARY OF OCCIDENTAL CHEMICAL CO. OF TEXAS PROPERTY.

THENCE $N03^{\circ}09'54''$ W, 441.19 FEET ALONG THE WEST BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, AND BEING COMMON WITH THE AFOREMENTIONED EAST BOUNDARY OF SAID OCCIDENTAL CHEMICAL CO. OF TEXAS PROPERTY, TO A 3" GALVANIZED IRON PIPE AT FENCE CORNER AND PROPERTY CORNER, BEING THE NORTHWEST CORNER OF THIS TRACT, AND BEING AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF THE MUNICIPAL BELT RAILROAD 50 FOOT RIGHT-OF-WAY.

THENCE $S71^{\circ}31'45''$ E, 1,408.09 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE SOUTH BOUNDARY OF THE AFOREMENTIONED MUNICIPAL BELT RAILROAD 50 FOOT RIGHT-OF-WAY, TO THE POINT OF BEGINNING CONTAINING 15.7878 ACRES OF LAND. TOGETHER WITH EASEMENTS RIGHTS CONTAINED IN THAT CERTAIN DEED RECORDED IN VOLUME 398, PAGE 395, DEED RECORDS OF HARRIS COUNTY, TEXAS.

I, N. R. RICKER, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN CERTIFIED PLAT ENTITLED EXHIBIT "B", TANK FARM TRACT NO. 2, DATED JUNE 11, 1975.



N. R. Ricker
N. R. RICKER

REG. PUBLIC SURVEYOR NO. 557

TRACT: 0.4995 ACRES

HARRIS COUNTY, TEXAS

JUNE 27, 1975

PART I
TRACT III

J. R. HARRIS SURVEY

MAIN OFFICE AND TANK FARM AREA - TRACT NO. 3

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, AND CONTAINING 0.4995 ACRES OF LAND, OUT OF THE J. R. HARRIS SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL IS REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A POINT FOR CORNER, BEING THE NORTHWEST CORNER OF THIS TRACT MARKED BY A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=3,183,372.16; Y=703,510.51" AND BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "0714" AND HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,183,501.90; Y=703,200.49, AND BEING N22° 42' 34"W, 336.07 FEET TO SAID POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ALSO AT ITS INTERSECTION WITH THE WEST BOUNDARY OF A CITY OF HOUSTON PROPERTY AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF THE G. H. & H. RAILROAD 50 FOOT RIGHT-OF-WAY BOUNDARY.

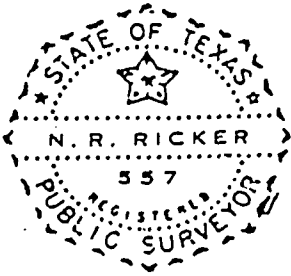
THENCE S48° 11' 13"E, 187.43 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, BEING COMMON WITH THE AFOREMENTIONED SOUTHERLY BOUNDARY OF SAID G. H. & H. RAILROAD 50 FOOT RIGHT-OF-WAY, TO A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED "X=3,183,511.85; Y=703,385.55", SAID POINT BEING THE NORTHEAST CORNER OF THIS TRACT.

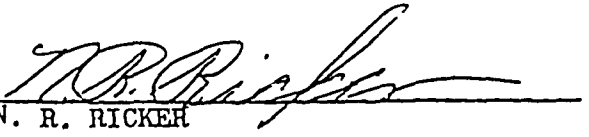
THENCE S18° 35' 47"W, 156.74 FEET ALONG THE EAST BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH A WESTERLY BOUNDARY OF SAID G. H. & H. RAILROAD COMPANY PROPERTY, TO A POINT FOR CORNER, BEING THE SOUTHEAST CORNER OF THIS TRACT AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF LAWDALE AVENUE. AT 1.27 FEET PASS A FENCE CORNER.

THENCE N82° 38' 28"W, 83.38 FEET ALONG THE SOUTH BOUNDARY OF THIS TRACT, BEING COMMON WITH THE NORTH BOUNDARY OF THE AFOREMENTIONED LAWDALE AVENUE RIGHT-OF-WAY, TO A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT, COMMON WITH A SOUTHEAST CORNER OF THE CITY OF HOUSTON PROPERTY (AN UNDEVELOPED PARK AREA).

THENCE N05° 09' 54"W, 244.03 FEET ALONG THE WEST BOUNDARY OF THIS TRACT, COMMON WITH THE EAST BOUNDARY OF THE AFOREMENTIONED CITY OF HOUSTON PROPERTY, TO THE POINT OF BEGINNING CONTAINING 0.4995 ACRES OF LAND.

I, N. R. RICKER, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN CERTIFIED PLAT ENTITLED EXHIBIT "B", MAIN OFFICE AND TANK FARM TRACT NO. 3, DATED JUNE 11, 1975. .




N. R. RICKER
REG. PUBLIC SURVEYOR NO. 557

TRACT: 144.1181 ACRES

HARRIS COUNTY, TEXAS

JUNE 27, 1975

PART II

TRACT I

CALLAHAN & VINCE SURVEY

041-64-1741

REFINERY COMPLEX

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, CONTAINING 144.1181 ACRES OF LAND OUT OF THE CALLAHAN & VINCE SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL IS REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A 3" GALVANIZED IRON PIPE AT FENCE CORNER, HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,186,936.07$, $Y=705,391.38$, SAID POINT OF BEGINNING BEING A WESTERLY PROPERTY CORNER, AS FENCED AND OCCUPIED, OF SAID REFINERY COMPLEX OWNED BY CHARTER INTERNATIONAL OIL COMPANY OF HOUSTON, TEXAS, AND BEING ALSO THE ORIGINAL SOUTHWEST CORNER OF BLOCK 94 OF THE ORIGINAL MANCHESTER ADDITION IN HOUSTON, TEXAS, AT THE NORTHWEST INTERSECTION OF AVENUE Q WITH THE EAST BOUNDARY OF CENTRAL AVENUE, AND BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "1112" AND HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,186,801.36$, $Y=702,048.49$ AND BEING $N02^{\circ} 18' 27''E$, 3,345.60 FEET TO SAID POINT OF BEGINNING, WITH SAID POINT OF BEGINNING BEING ALSO REFERENCED BY A CONCRETE MONUMENT WITH BRASS CAP SET FOR CONTROL AND REFERENCE CORNER BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: " $X=3,186,934.74$; $Y=705,389.88$ ", AND BEING $N41^{\circ} 40' 00''E$, 2.00 FEET TO SAID FENCE CORNER AND POINT OF BEGINNING.

THENCE $N03^{\circ} 19' 56''W$, 510.14 FEET ALONG THE WESTERLY BOUNDARY OF SAID CHARTER INTERNATIONAL OIL COMPANY PROPERTY, AS FENCED AND OCCUPIED, BEING ALSO THE WESTERLY BOUNDARY OF SAID BLOCK 94 AND BLOCK 104 OF SAID ORIGINAL MANCHESTER ADDITION, COMMON WITH THE EAST RIGHT-OF-WAY OF SAID CENTRAL AVENUE, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE FOR FENCE CORNER IN THE NORTHEASTERLY INTERSECTION OF AVENUES AND CENTRAL AVENUE RIGHT-OF-WAYS, SAID POINT BEING REFERENCED BY A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: $X=3,186,905.09$, $Y=705,899.16$ " AND BEING $N41^{\circ} 39' 37''E$, 2.00 FEET TO THE AFOREMENTIONED 3" GALVANIZED IRON PIPE AT FENCE CORNER.

THENCE $S86^{\circ} 39' 11''W$, 70.00 FEET ALONG A SOUTHERLY BOUNDARY OF SAID CHARTER INTERNATIONAL OIL COMPANY PROPERTY, AS FENCED AND OCCUPIED, COMMON WITH THE NORTH RIGHT-OF-WAY OF THE AFOREMENTIONED AVENUE S, TO A POINT FOR CORNER.

THENCE $N03^{\circ} 19' 56''W$, 99.77 FEET, TO A POINT FOR CORNER.

THENCE $S86^{\circ} 31' 48''W$, 341.65 FEET, AS PARTIALLY FENCED AND OCCUPIED, TO A POINT FOR CORNER ALONG A COMMON BOUNDARY, A SOUTHERLY BOUNDARY OF SAID CHARTER INTERNATIONAL OIL COMPANY PROPERTY, AND THE NORTH BOUNDARY OF THE AFOREMENTIONED ORIGINAL MANCHESTER ADDITION BLOCK 113, SAID CORNER BEING MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER.

041-64-1742

THENCE N03° 24' 57"W, 490.98 FEET ALONG THE WESTERNMOST BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH AN EASTERLY BOUNDARY OF THE NAVIGATION DISTRICT PROPERTY, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER.

THENCE N76° 52' 12"E, 914.87 FEET ALONG A NORTHERLY BOUNDARY OF THIS TRACT, AS PARTIALLY FENCED AND OCCUPIED, COMMON WITH A SOUTHERLY BOUNDARY OF SAID NAVIGATION DISTRICT PROPERTY, TO A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC 1975" WITH COORDINATES STAMPED "X=5,187,351.40 Y=706,673.42". AT 668.16 FEET PASS A 3" GALVANIZED IRON PIPE AND FENCE CORNER.

THENCE N00° 12' 45"E, 282.40 FEET ALONG A WESTERLY BOUNDARY OF THIS TRACT, COMMON WITH THE EASTERLY BOUNDARY OF SAID NAVIGATION DISTRICT PROPERTY, TO A POINT ON TANGENT (P. O. T.) AND INTERSECTION POINT WITH REFERENCE LINE AS SET FOR THE AGREED BOUNDARY LINE AS ESTABLISHED AND AGREED TO BY AND BETWEEN SIGNAL OIL & GAS COMPANY, HARRIS COUNTY HOUSTON SHIP CHANNEL NAVIGATION DISTRICT, STANDARD DREDGING CORPORATION AND THE UNITED STATES OF AMERICA DATED APRIL 30, 1965, AND FILED ON MAY 3, 1965, SAID POINT OF INTERSECTION BEING S00° 12' 45"W, 85.00 FEET FROM THE AGREED BOUNDARY LINE AT WATER'S EDGE.

THENCE ALONG SAID AGREED BOUNDARY REFERENCE LINE AS FOLLOWS:

N87° 33' 30"E, 385.18 FEET TO A POINT

S81° 06' 30"E, 365.60 FEET TO A POINT

S71° 01' 30"E, 441.27 FEET TO A POINT

S62° 25' 30"E, 353.35 FEET TO A POINT

S60° 25' 30"E, 386.30 FEET TO A POINT

S47° 20' 30"E, 384.00 FEET TO A POINT

S35° 40' 30"E, 560.00 FEET TO A POINT

S43° 40' 30"E, 300.00 FEET TO A POINT

S32° 30' 30"E, 244.75 FEET TO A POINT

AND S52° 50' 30"E, 637.00 FEET TO A POINT AT ITS INTERSECTION WITH THE EAST BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE WESTERLY BOUNDARY OF MANCHESTER TERMINALS CORPORATION PROPERTY, SAID POINT BEING ALSO S38° 05' 35"W, 47.50 FEET FROM WATER'S EDGE AND AGREED BOUNDARY LINE.

THENCE S38° 05' 35"W, 1,254.28 FEET ALONG SAID EASTERLY BOUNDARY OF THIS TRACT, COMMON WITH THE WESTERLY BOUNDARY OF SAID MANCHESTER TERMINALS CORPORATION PROPERTY, AS FENCED AND OCCUPIED, TO A POINT FOR CORNER MARKED BY A 6" STEEL POST FOR FENCE CORNER AT ITS INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF MANCHESTER AVENUE.

041-64-1743

THENCE N57° 11' 52"W, 1,075.51 FEET ALONG A SOUTHERLY BOUNDARY OF THIS TRACT, AS PARTIALLY FENCED AND OCCUPIED, COMMON WITH THE NORTHERLY RIGHT-OF-WAY OF MANCHESTER AVENUE, TO A POINT FOR CORNER. AT 12.00 FEET PASS A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=3,189,836.42; Y=703,914.10". AT 912.00 FEET PASS END OF FENCE. AT 1,058.20 FEET PASS A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CIOC REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=3,188,957.04; Y=704,480.87".

THENCE S86° 29' 30"W, 363.90 FEET ALONG A SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING ALSO THE SOUTHERLY BOUNDARY OF SAID ORIGINAL MANCHESTER ADDITION BLOCK 56, COMMON WITH A NORTHERLY BOUNDARY OF THE AFOREMENTIONED MANCHESTER AVENUE, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER.

THENCE ALONG THE WESTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, AND SEVERING SAID ORIGINAL MANCHESTER ADDITION BLOCK 56, AS FOLLOWS:

N03° 19' 03"W, 98.57 FEET TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER

N86° 34' 48"E, 124.78 FEET TO A 3" GALVANIZED IRON PIPE AT FENCE CORNER

N03° 23' 42"W, 156.41 FEET TO A 3" GALVANIZED IRON PIPE AT FENCE CORNER, BEING ALSO A POINT ON THE SOUTH BOUNDARY OF BLOCK 66 OF SAID ORIGINAL MANCHESTER ADDITION, COMMON WITH THE NORTH RIGHT-OF-WAY OF AVENUE N

AND S86° 40' 26"W, 75.00 FEET ALONG THE SOUTH BOUNDARY OF THE AFOREMENTIONED BLOCK 66, COMMON WITH THE NORTH RIGHT-OF-WAY OF SAID AVENUE N, TO A POINT FOR CORNER.

THENCE, SEVERING THE AFOREMENTIONED BLOCK 66 OF SAID ORIGINAL MANCHESTER ADDITION, AS FOLLOWS:

N03° 23' 42"W, 100.00 FEET TO A POINT FOR CORNER

S86° 40' 26"W, 23.74 FEET TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE FENCE POST

N03° 14' 21"W, 99.04 FEET, AS FENCED AND OCCUPIED, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE AFOREMENTIONED BLOCK 66 OF SAID ORIGINAL MANCHESTER ADDITION, COMMON WITH THE SOUTH RIGHT-OF-WAY OF AVENUE O OF SAID ORIGINAL MANCHESTER ADDITION.

AND N86° 38' 32"E, 48.25 FEET, AS FENCED AND OCCUPIED, ALONG THE NORTH BOUNDARY OF SAID BLOCK 66, COMMON WITH THE SOUTH RIGHT-OF-WAY OF SAID AVENUE O, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE FOR FENCE CORNER.

041-64-1744

THENCE ALONG A WESTERLY BOUNDARY OF THIS TRACT, CROSSING SAID AVENUE O AND SEVERING BLOCK-76 OF SAID ORIGINAL MANCHESTER ADDITION, AS FOLLOWS:

N03° 33' 32"W, 155.27 FEET, AS FENCED AND OCCUPIED, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER
S86° 55' 01"W, 50.56 FEET, AS FENCED AND OCCUPIED, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE
AND
S03° 28' 51"E, 100.03 FEET, AS FENCED AND OCCUPIED, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT ITS INTERSECTION WITH THE SOUTH BOUNDARY OF SAID BLOCK 76, COMMON WITH THE NORTH RIGHT-OF-WAY OF SAID AVENUE O.

THENCE S86° 53' 32"W, 299.80 FEET ALONG A SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH A SOUTHERLY BOUNDARY OF SAID BLOCK 76, AND BEING COMMON WITH THE NORTH RIGHT-OF-WAY OF SAID AVENUE O, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 96TH STREET.

THENCE N03° 16' 08"W, 254.93 FEET ALONG A WESTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING ALSO THE WEST BOUNDARY OF THE AFOREMENTIONED BLOCK 76, COMMON WITH THE EASTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED 96TH STREET, TO A POINT FOR CORNER AT THE NORTHEASTERLY INTERSECTION OF SAID 96TH STREET AND AVENUE P, SAID POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER, AND BEING REFERENCED FROM A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION AND STAMPED "CIOC REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=5,188,257.77; Y=705,213.22", AND BEING N41° 41' 18"E, 2.00 FEET TO SAID 3" GALVANIZED IRON PIPE AND PROPERTY FENCE CORNER.

THENCE S86° 38' 44"W, 655.38 FEET ALONG THE SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING ALSO THE SOUTH BOUNDARY OF BLOCK 85 OF SAID ORIGINAL MANCHESTER ADDITION, COMMON WITH THE NORTH RIGHT-OF-WAY OF SAID AVENUE P, TO A POINT FOR CORNER, BEING THE NORTHEASTERLY INTERSECTION OF THE AFOREMENTIONED AVENUE P AND 95TH STREET, SAID POINT BEING MARKED BY A 3" GALVANIZED IRON PIPE FOR FENCE CORNER, AND BEING ALSO REFERENCED FROM A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION AND STAMPED "CIOC REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=5,187,603.52; Y=705,174.87", AND BEING N41° 36' 52"W, 2.00 FEET TO SAID 3" GALVANIZED IRON PIPE AT FENCE AND PROPERTY CORNER.

THENCE N03° 25' 00"W, 253.54 FEET ALONG A WESTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING COMMON WITH THE WESTERLY BOUNDARY OF THE AFOREMENTIONED BLOCK 85 OF SAID ORIGINAL MANCHESTER ADDITION, AND BEING COMMON WITH THE EAST RIGHT-OF-WAY OF SAID 95TH STREET, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE LOCATED AT THE NORTHEASTERLY INTERSECTION OF SAID 95TH STREET AND AVENUE Q.

THENCE S86° 39' 57"W, 654.77 FEET ALONG A SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE SOUTHERLY BOUNDARY OF BLOCK 94 OF SAID ORIGINAL MANCHESTER ADDITION, AND BEING COMMON WITH THE NORTH RIGHT-OF-WAY OF THE AFOREMENTIONED AVENUE Q, TO THE POINT OF BEGINNING CONTAINING 138.8169 ACRES OF LAND WITHIN IN THIS METES AND BOUNDS DESCRIPTION.

IN ADDITION THERE ARE 5.3012 ACRES OF LAND CONTAINED WITHIN THE ABOVEMENTIONED AGREED BOUNDARY REFERENCE LINE DESCRIBED AND THE AGREED BOUNDARY LINE (WATER'S EDGE) AS PREVIOUSLY REFERENCED AND NOTED BY PARTIES CONCERNED, THUS HAVING A TOTAL OF 144.1181 ACRES OF LAND CONTAINED WITHIN CHARTER INTERNATIONAL OIL COMPANY REFINERY AREA COMPLEX.

I, R. A. SALINAS, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN CERTIFIED PLAT ENTITLED EXHIBIT "B", REFINERY COMPLEX, DATED JUNE 11, 1975, REVISED JANUARY 13, 1986...



R. A. SALINAS
CADASTRAL SURVEYING & MAPPING CORPORATION



TRACT: 16.4349 ACRES

HARRIS COUNTY, TEXAS

JUNE 30, 1975

PART II

TRACT II

041-64-1746

CALLAHAN & VINCE SURVEY

16 ACRE TANK FARM

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, CONTAINING 16.4349 ACRES OF LAND, OUT OF THE CALLAHAN & VINCE SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL IS REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A POINT FOR CORNER, BEING THE SOUTHWEST CORNER OF THIS TRACT MARKED BY A CONCRETE MONUMENT (RECOVERED) FOR CORNER, AND HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,188,428.01$; $Y=703,091.41$, SAID POINT OF BEGINNING BEING AT ITS INTERSECTION WITH THE SOUTHEASTERLY BOUNDARY OF THE PUBLIC BELT RAILROAD 50 FOOT RIGHT-OF-WAY, AND THE NORTH BOUNDARY OF THE MANCHESTER TERMINALS RAILROAD 50 FOOT RIGHT-OF-WAY, SAID POINT OF BEGINNING BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "1112" AND HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,186,801.36$; $Y=702,048.49$ AND BEING $N57^{\circ} 20' 03"E$, 1,932.27 FEET TO SAID POINT OF BEGINNING.

THENCE ALONG THE WESTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, AND COMMON WITH THE AFOREMENTIONED SOUTHEASTERLY BOUNDARY OF SAID PUBLIC BELT RAILROAD 50 FOOT RIGHT-OF-WAY, AS FOLLOWS:

ALONG AN ARC (TO THE LEFT) HAVING A CENTRAL ANGLE OF $74^{\circ} 59' 46"$ (LEFT), A RADIUS OF 981.49 FEET, HAVING AN ARC LENGTH OF 1,284.70 FEET, AND HAVING A CHORD CALL OF $N34^{\circ} 09' 34"E$, 1,194.94 FEET TO A POINT FOR CORNER AND POINT OF TANGENCY (P. T.) MARKED BY A CONCRETE MONUMENT AT FENCE CORNER (RECOVERED). AT 8.56 FEET PASS A FENCE CORNER

AND $N03^{\circ} 20' 19"W$, 235.95 FEET ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, AS FENCED AND OCCUPIED, TO A POINT FOR CORNER, BEING THE NORTHWEST CORNER OF THIS TRACT MARKED BY A CONCRETE MONUMENT AT FENCE CORNER (RECOVERED) AND HAVING A TEXAS PLANE COORDINATE VALUE OF $X=3,189,085.22$; $Y=704,315.75$, SAID POINT FOR CORNER BEING AT ITS INTERSECTION WITH THE EAST BOUNDARY OF THE AFOREMENTIONED PUBLIC BELT RAILROAD RIGHT-OF-WAY, AND THE SOUTH RIGHT-OF-WAY OF MANCHESTER AVENUE 70 FOOT RIGHT-OF-WAY.

THENCE $S57^{\circ} 04' 23"E$, 984.74 FEET ALONG THE NORTHEASTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF THE AFOREMENTIONED MANCHESTER AVENUE, TO A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF THIS TRACT MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER, AND BEING ALSO AT ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED MANCHESTER TERMINALS RAILROAD 45 FOOT RIGHT-OF-WAY.

041-64-1747

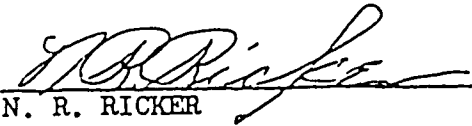
THENCE S37° 58' 04"W, 496.14 FEET ALONG THE EASTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE WESTERLY BOUNDARY OF THE AFOREMENTIONED MANCHESTER TERMINALS RAILROAD 45 FOOT RIGHT-OF-WAY, TO A POINT OF CURVATURE (P. C.).

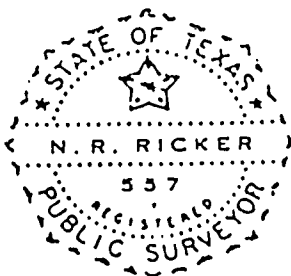
THENCE ALONG AN ARC (TO THE RIGHT) AND ALONG THE ABOVE MENTIONED COMMON BOUNDARY LINE, AS FENCED AND OCCUPIED, BASED ON A CENTRAL ANGLE OF 03° 09' 25" (RIGHT), A RADIUS OF 696.19 FEET, HAVING AN ARC LENGTH OF 38.36 FEET, AND HAVING A CHORD CALL OF S39° 32' 46" W, 38.35 FEET TO A 3" GALVANIZED IRON PIPE AT FENCE CORNER, BEING A SOUTHEASTERLY CORNER OF THIS TRACT.

THENCE N56° 34' 10"W, 5.00 FEET TO A POINT FOR CORNER, AS FENCED AND OCCUPIED, MARKED BY A 3" GALVANIZED IRON PIPE, TO A POINT WHERE THE ABOVEMENTIONED MANCHESTER TERMINALS RAILROAD RIGHT-OF-WAY WIDENS TO A 50 FOOT RIGHT-OF-WAY.

THENCE ALONG AN ARC (TO THE RIGHT), AND ALONG THE SOUTHERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, HAVING A CENTRAL ANGLE OF 45° 26' 08" (RIGHT), A RADIUS OF 691.19 FEET, HAVING AN ARC LENGTH OF 548.11 FEET AND HAVING A CHORD CALL OF S63° 48' 49"W, 533.86 FEET TO A POINT OF TANGENCY (P. T.), AND CONTINUE ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, AS FENCED AND OCCUPIED, THE SOUTH BOUNDARY OF THIS TRACT, COMMON WITH THE AFOREMENTIONED MANCHESTER RAILROAD 50 FOOT RIGHT-OF-WAY, S86° 47' 03"W, 670.89 FEET TO A CONCRETE MONUMENT AND POINT OF BEGINNING CONTAINING 16.4349 ACRES OF LAND. AT 662.35 FEET PASS A FENCE CORNER POST AT RAILROADS RIGHT-OF-WAY INTERSECTION. TOGETHER WITH EASEMENT RIGHTS CONTAINED IN THAT CERTAIN DEED RECORDED IN VOLUME 735, PAGE 278 DEED RECORDS OF HARRIS COUNTY, TEXAS.

I, N. R. RICKER, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN CERTIFIED PLAT ENTITLED EXHIBIT "B", 16 ACRE TANK FARM, DATED JUNE 11, 1975.


N. R. RICKER
REG. PUBLIC SURVEYOR NO. 557



I, R. A. SALINAS, A REGISTERED PUBLIC SURVEYOR HEREBY CERTIFY THAT THE ATTACHED METES AND BOUNDS DESCRIPTION OF A CERTAIN TRACT CONTAINING 16.4349 ACRES OF LAND IS THE SAME AS THAT SHOWN ON SURVEY PLAT AND DATED JUNE 11, 1975 AND VERIFIED BY ME ON THE GROUND THIS DATE JANUARY 10, 1986.

R. A. SALINAS
CADASTRAL SURVEYING & MAPPING CORPORATION

EXHIBIT "A"

TRACT: 0.0398 ACRES

HARRIS COUNTY, TEXAS

PART II

TRACT III

CALLAHAN & VINCE SURVEY

METERING STATION

041-64-1748

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, CONTAINING 0.0398 ACRES OF LAND, OUT OF THE CALLAHAN & VINCE SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL IS REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A POINT FOR CORNER MARKED BY A GALVANIZED IRON PIPE AT FENCE CORNER AND PROPERTY CORNER, SAID POINT BEING THE NORTHERNMOST CORNER OF THIS TRACT, HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,191,998.28; Y=702,542.84, SAID POINT BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "1112" AND HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,186,801.36; Y=702,048.49 AND BEING N84° 33' 58"E, 5,220.38 FEET, AND BEING ALSO REFERENCED FROM A 3" PIPE SET IN CONCRETE (RECOVERED) AND BEING THE NORTHEAST CORNER OF THE CHARTER INTERNATIONAL OIL COMPANY CRUDE OIL TRACT, HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,189,880.19; Y=703,127.79 AND BEING S74° 33' 41"E, 2,197.38 FEET TO SAID POINT OF BEGINNING.

THENCE TRAVERSING AROUND THE NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY BOUNDARY OF THE TRACT HEREIN BEING DESCRIBED, AS FENCED AND OCCUPIED, AND BOUNDED ON ALL FOUR SIDES BY ATLANTIC RICHFIELD COMPANY PROPERTY, AS FOLLOWS:

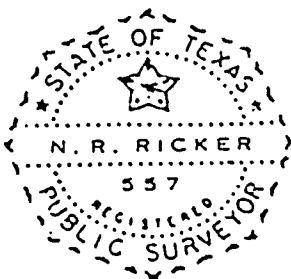
S47° 35' 54"E, 34.80 FEET TO A POINT FOR CORNER, BEING THE EASTERNMOST CORNER OF THIS TRACT MARKED BY A GALVANIZED IRON PIPE FENCE CORNER POST AND PROPERTY CORNER

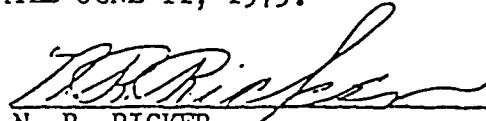
S42° 03' 14"W, 49.20 FEET TO A POINT FOR CORNER, BEING THE SOUTHERNMOST CORNER OF THIS TRACT MARKED BY A GALVANIZED IRON PIPE FENCE CORNER POST AND PROPERTY CORNER

N49° 29' 58"W, 34.90 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF THIS TRACT TO A POINT FOR CORNER MARKED BY A GALVANIZED IRON PIPE FENCE CORNER POST AND PROPERTY CORNER

AND N42° 09' 14"E, 50.36 FEET ALONG THE NORTHWESTERLY BOUNDARY OF THIS TRACT TO A POINT FOR CORNER AND POINT OF BEGINNING CONTAINING 0.0398 ACRES OF LAND.

I, N. R. RICKER, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN CERTIFIED PLAT ENTITLED EXHIBIT "B", METERING STATION, DATED JUNE 11, 1975.




N. R. RICKER

REG. PUBLIC SURVEYOR NO. 557

TRACT: 28.9624 ACRES

HARRIS COUNTY, TEXAS

JUNE 27, 1975

PART III

CALLAHAN & VINCE SURVEY

CRUDE OIL TANK FARM

041-64-1749

A TRACT OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF HARRIS, CONTAINING 28.9624 ACRES OF LAND OUT OF THE CALLAHAN & VINCE SURVEY, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL CONTROL BEING REFERRED TO THE TEXAS PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, SOUTH CENTRAL ZONE.

BEGINNING AT A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION FOR CORNER, BEING THE WESTERNMOST CORNER OF THE TRACT HEREIN BEING DESCRIBED, AND STAMPED "CI0C 1975" WITH COORDINATES STAMPED AS FOLLOWS:

"X=3,187,541.82; Y=702,787.94", SAID POINT BEING REFERENCED FROM A CITY OF HOUSTON CONCRETE MONUMENT WITH BRASS CAP STAMPED "1112" AND HAVING A TEXAS PLANE COORDINATE VALUE OF X=3,186,801.36; Y=702,048.49 AND BEING N45° 02' 21"E, 1,046.46 FEET TO SAID POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ALSO AT ITS INTERSECTION WITH THE NORTH BOUNDARY OF THE MUNICIPAL BELT RAILROAD RIGHT-OF-WAY AND THE SOUTHEASTERLY RIGHT-OF-WAY OF THE PUBLIC BELT RAILROAD RIGHT-OF-WAY.

THENCE N74° 22' 23"E, 948.00 FEET ALONG THE NORTHWESTERLY BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, BEING COMMON WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED PUBLIC BELT RAILROAD RIGHT-OF-WAY, TO A POINT FOR CORNER MARKED BY A 3" GALVANIZED IRON PIPE AT FENCE CORNER, SAID POINT FOR CORNER BEING REFERENCED FROM A CONCRETE MONUMENT WITH BRASS CAP SET BY CADASTRAL SURVEYING AND MAPPING CORPORATION STAMPED "CI0C REFERENCE CORNER 1975" WITH COORDINATES STAMPED AS FOLLOWS: "X=3,188,454.53; Y=703,044.79" AND BEING S09° 30' 26"E, 1.50 FEET TO SAID FENCE CORNER AND PROPERTY CORNER. AT 0.71 FEET PASS A 3" GALVANIZED IRON PIPE FENCE CORNER.

THENCE N86° 36' 29"E, 1,427.91 FEET ALONG THE NORTH BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, COMMON WITH THE SOUTH RIGHT-OF-WAY OF THE MANCHESTER RAILROAD 50 FOOT RIGHT-OF-WAY AND THE MANCHESTER TERMINALS CORPORATION PROPERTY, TO A 3" GALVANIZED IRON PIPE SET IN CONCRETE AT FENCE CORNER AND PROPERTY CORNER FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE S51° 48' 29"E, 949.71 FEET ALONG THE EAST BOUNDARY OF THIS TRACT, AS FENCED AND OCCUPIED, TO A 3" GALVANIZED IRON PIPE AND END OF FENCE AT WATER'S EDGE OF SIMS BAYOU, BEING THE SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE SOUTH BOUNDARY OF THIS TRACT AT WATER'S EDGE, AND MEANDERING ALONG THE LEFT BANK OF SIMS BAYOU, AS FOLLOWS:

S65° 21' 45"W, 106.72 FEET TO A POINT

S75° 50' 41"W, 123.23 FEET TO A POINT

N76° 25' 06"W, 128.21 FEET TO A POINT

041-64-1750


N55° 51' 25"W, 43.47 FEET TO A POINT
 N69° 18' 41"W, 100.13 FEET TO A POINT
 N68° 44' 21"W, 100.08 FEET TO A POINT
 N72° 36' 29"W, 86.24 FEET TO A POINT
 S88° 37' 44"W, 23.53 FEET TO A POINT
 N82° 32' 54"W, 102.18 FEET TO A POINT
 N88° 41' 52"W, 100.50 FEET TO A POINT
 S64° 34' 38"W, 16.18 FEET TO A POINT AT BEGINNING OF BULKHEAD
 S87° 20' 46"W, 84.94 FEET ALONG BULKHEAD
 S86° 23' 53"W, 42.70 FEET TO END OF BULKHEAD
 S89° 11' 12"W, 57.41 FEET TO A POINT
 S85° 35' 31"W, 100.00 FEET TO A POINT
 S81° 35' 17"W, 100.24 FEET TO A POINT
 S83° 52' 26"W, 100.05 FEET TO A POINT
 S89° 46' 03"W, 100.27 FEET TO A POINT AT BEGINNING OF BULKHEAD
 S89° 35' 45"W, 100.24 FEET ALONG BULKHEAD
 S85° 32' 06"W, 100.00 FEET ALONG BULKHEAD
 S85° 18' 19"W, 100.00 FEET ALONG BULKHEAD
 S84° 08' 37"W, 106.84 FEET TO END OF BULKHEAD
 S83° 44' 55"W, 93.25 FEET TO A POINT
 S73° 11' 16"W, 106.14 FEET TO A POINT
 AND S20° 35' 36"W, 156.45 FEET TO A POINT AND POINT FOR CORNER
 AT SAID WATER'S EDGE, BEING THE SOUTHWEST CORNER OF THIS TRACT.

THENCE DEPARTING FROM SAID SIMS BAYOU ALONG THE WESTERLY BOUNDARY OF THIS TRACT, BEING COMMON WITH THE EASTERLY RIGHT-OF-WAY OF SAID MUNICIPAL BELT RAILROAD RIGHT-OF-WAY, AS FOLLOWS:

N71° 08' 57"W, 418.29 FEET TO A POINT FOR CORNER. AT 8.23 FEET
 PASS A 3" GALVANIZED IRON PIPE AND END OF FENCE

AND N63° 16' 58"W, 622.66 FEET TO THE POINT OF BEGINNING CONTAINING
 28.9624 ACRES OF LAND. TOGETHER WITH EASEMENT RIGHTS CREATED AND CONTAINED IN
 THOSE CERTAIN INSTRUMENTS RECORDED IN VOLUME 398, PAGE 200 AND VOLUME 735,
 PAGE 278 BOTH OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

I, N. R. RICKER, A REGISTERED PUBLIC SURVEYOR OF TEXAS, HEREBY CERTIFY
 THAT THE FOREGOING METES AND BOUNDS DESCRIPTION IS THE SAME AS SHOWN ON A CERTAIN
 CERTIFIED PLAT ENTITLED EXHIBIT "B", CRUDE OIL TANK FARM, DATED JUNE 11, 1975.


 N. R. RICKER
 REG. PUBLIC SURVEYOR NO. 557



PART IV

(Manchester Subdivision Lots)

The following described lots located in the Manchester Addition to the City of Houston according to the map or plat thereof recorded in Volume 6, Page 26, Map Records of Harris County, Texas:

A. Manchester Lots Inside Refinery Fence (some of these lots may be included in the legal description of Land in Parts I, II and III above)

- Block 56 - Lots 1 - 13, both inclusive
Lots 39 - 48, both inclusive
- Block 66 - Lots 1 - 11, both inclusive
Lots 37 - 48, both inclusive
- Block 76 - Lots 1 - 10, both inclusive
Lots 13 - 48, both inclusive
- Block 85 - Lots 1 - 48, both inclusive
- Block 86 - Lots 1 - 48, both inclusive
- Block 94 - Lots 1 - 48, both inclusive
- Block 95 - Lots 1 - 48, both inclusive
- Block 96 - Lots 1 - 48, both inclusive
(Irregularly shaped - needs metes and bounds description)
- Block 104 - Lots 1 - 48, both inclusive
- Block 105 - Lots 1 - 48, both inclusive
- Block 106 - (Irregularly shaped - needs metes and bounds description)
- Block 114 - Lots 1 - 24, both inclusive
- Block 115 - Lots 1 - 24, both inclusive

B. Manchester Lots Outside Refinery Fence

- Block 16 - Lots 43 - 46, both inclusive, together with Tract II as described in deed filed May 19, 1977 under Harris County Clerk's File No. F-147715 (Irregularly shaped - needs metes and bounds description)
- Block 36 - Lots 13 and 14
- Block 45 - Lots 9 - 12, both inclusive
Lots 25 - 43, both inclusive
- Block 46 - Lots 41 - 46, both inclusive
- Block 54 - Lots 23 and 24
Lots 25 - 27, both inclusive
- Block 55 - Lots 1 - 11, both inclusive
Lots 27 - 31, both inclusive
Lots 34 - 36, both inclusive
Lots 41 - 44, both inclusive

Block 56 - Lots 20 and 21
North 1/2 of Lots 22 - 24, both inclusive
Lots 25 - 28, both inclusive
Lots 39 and 40

Block 64 - Lots 13 - 18, both inclusive
Lots 25 - 28, both inclusive

Block 65 - Lots 1 - 10, both inclusive
Lots 15 - 20, both inclusive
Lots 23 and 24
Lots 27 and 28
Lots 31 - 34, both inclusive
Lots 39 and 40
Lots 47 and 48

Block 66 - Lots 9 - 13, both inclusive
Lots 16 - 34, both inclusive
Lot 36

Block 72 - Lots 1 and 2

Block 74 - Lots 13 - 15, both inclusive
Lots 23 - 40, both inclusive
Lots 43 - 48, both inclusive

Block 75 - Lots 5 and 6
Lots 11 and 12
Lots 19 and 20
Lots 31 - 34, both inclusive
Lots 37 - 42, both inclusive

Block 84 - Lots 1 and 2
Lots 6 and 7
Lots 11 - 19, both inclusive
Lots 25 - 30, both inclusive
Lots 35 and 36
Lots 41 - 48, both inclusive

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EXHIBIT "B"
PERMITTED EXCEPTIONS

PART I
TRACT I
MAIN OFFICE - TRACT NO. 1

1. Terms, conditions and stipulations of that certain Lease Agreement between Signal Oil and Gas Company and Harris County Houston Ship Channel Navigation District dated October 21, 1968, recorded in Volume 2176, Page 157 of the Contract Records of Harris County, Texas. (affecting 0.126 acres).

2. Right of way from Signal Oil and Gas Company to Houston Lighting and Power Company conveyed by unrecorded easement dated September 30, 1963, across a 4.2044 acre tract in the J.R. Harris Survey, Abstract No. 27, as shown on HL&P Sketch No. AH-15931-H.

PART I
TRACT II
TANK FARM TRACT NO. 2

3. A pipeline easement as granted by Signal Oil & Gas Company to Texas-New Mexico Pipe Line Company by easement dated August 24, 1962, recorded in Volume 4861, Page 436 of the Deed Records of Harris County, Texas.

PART I
TRACT III
MAIN OFFICE AND TANK FARM AREA - TRACT NO. 3

NONE

PART II
TRACT I
REFINERY COMPLEX

4. Easement from Signal Oil and Gas Company to Wiltower Properties, Inc. dated November 15, 1960, recorded in Volume 4209, Page 446 of the Deed Records of Harris County, Texas and Volume 4209, Page 450 of the Deed Records of Harris County, Texas. (Volume 4209, Page 450 affecting 0.9586 acre in Tract I).

5. Easement for pipeline purposes from Eastern States Petroleum & Chemical Corporation to Texas Eastern Transmission Corporation dated October 9, 1958, recorded in Volume 3598, Page 8 of the Deed Records of Harris County, Texas.

6. Sewer and water line easement reserved by City of Houston in deed dated August 22, 1969, filed under Harris County Clerk's File No. C-983496, Volume 7755, Page 577, Deed Records of Harris County, Texas.

7. Water meter easement 10' wide and 30' long granted by Charter International Oil Company to City of Houston in instrument dated February 16, 1984, filed under Harris County Clerk's File No. J-457409, Film Code Reference No. 079-81-1658, Official Public Records of Real Property of Harris County, Texas ("Property Records").

8. Utility easement 10' wide and 50' long granted by Charter International Oil Company to Houston Lighting & Power Co. and more particularly set out in instrument dated April 16, 1975, filed under Harris County Clerk's File No. E-438700, Film Code Reference No. 120-19-2190, Property Records.

9. Easement for electric transmission and distribution lines granted by Eastern States Petroleum Company, Inc. to Houston Lighting and Power Company by instrument dated August 20, 1958, recorded in Volume 3580, Page 594 of the Deed Records of Harris County, Texas. (for power lines and down guys)

10. Down guy easement granted by Signal Oil and Gas Company to Houston Lighting and Power by instrument dated November 6, 1967, recorded in Volume 7012, Page 40 of the Deed Records of Harris County, Texas.

11. Utility easement 81 feet in width granted by Signal Oil and Gas Company to Houston Lighting & Power, in instrument dated March 20, 1961, recorded in Volume 4340, Page 518 of the Deed Records of Harris County, Texas. (transformer station)

12. Agreement effective June 1, 1960, granting Signal Oil and Gas Company the right to fence in certain railroad right of way and track belonging to Harris County Houston Ship Channel Navigation District.

13. Industrial District Contract dated November 15, 1977, and effective October 1, 1977, between the City of Houston, Texas, and CIOC, covering Tract 3.

PART II
TRACT II

16-ACRE TANK FARM

14. Easement from Signal Oil and Gas Company to Wiltower Properties, Inc. dated November 15, 1960, recorded in Volume 4209, Page 446 of the Deed Records of Harris County, Texas and Volume 4209, Page 450 of the Deed Records of Harris County, Texas. (Volume 4209, Page 446 affecting 8.658 acres in Tract II)

15. Storm sewer and drainage easements granted by Eastern States Petroleum Company, Inc. to the City of Houston, Texas, dated September 14, 1953, recorded in Volume 2660, Page 638 of the Deed Records of Harris County, Texas.

16. A pipeline easement as granted by W. D. Haden Company to Warren Petroleum Corporation by easement dated March 21, 1956, recorded in Volume 3132, Page 713 of the Deed Records of Harris County, Texas.

17. A pipeline easement as granted by W. D. Haden Company to Texas Eastern Transmission Corporation by easement dated April 2, 1958, recorded in Volume 3501, Page 417 of the Deed Records of Harris County, Texas.

PART II
TRACT III

METERING STATION

NONE

PART III
CRUDE OIL TANK FARM

18. A pipeline easement as granted to Wanda Petroleum Company by instrument dated July 16, 1965, recorded in Volume 5963, Page 425 of the Deed Records of Harris County, Texas.

19. A pipeline easement as granted by W. D. Haden Company to Warren Petroleum Corporation by easement dated March 21, 1956, recorded in Volume 3132, Page 713 of the Deed Records of Harris County, Texas.

20. A pipeline easement as granted by W. D. Haden Company to Texas Eastern Transmission Corporation by easement dated April 2, 1958, recorded in Volume 3501, Page 417 of the Deed Records of Harris County, Texas.

21. A pipeline easement as granted by W. D. Haden Company to Industrial Gas Supply Corporation by instrument dated July 24, 1964, recorded in Volume 5606, Page 281 of the Deed Records of Harris County, Texas.

22. Utility easement 10 feet granted by Signal Oil & Gas Company to Houston Lighting & Power in easement dated March 14, 1968, recorded in Volume 7163, Page 294 of the Deed Records of Harris County, Texas.

PART IV
MANCHESTER SUBDIVISION LOTS

23. Restrictive covenants as set out in various deeds out of Magnolia Park Land Company and read the same as those recorded in Volume 680, page 553; Volume 682, Page 173; Volume 782, Page 113; and Volume 752, Page 26, all in the Deed Records of Harris County, Texas, to the extent they are valid and subsisting.

24. Map or plat of Manchester Addition to the City of Houston, recorded in Volume 6, Page 26, Map Records of Harris County, Texas.

25. Down guy easement granted by Signal Oil and Gas Company to Houston Lighting and Power by instrument dated November 6, 1967, recorded in Volume 7012, Page 40 of the Deed Records of Harris County, Texas.

26. Utility easement 81 feet in width granted by Signal Oil and Gas Company to Houston Lighting & Power, in instrument dated March 20, 1961, recorded in Volume 4340, Page 518 of the Deed Records of Harris County, Texas. (transformer station)

1844R
3-11-86

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 12 1986



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RECORDED

HENRY T. T. CO.
6710 Texas Commerce Tower
Houston, Texas 77002

FILED
MAR 12 3 11 PM 1986
Quita Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

N127748

WARRANTY DEED

033-17-0651

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That T. W. LOCKHART and wife, OLEANE LOCKHART a/k/a OLEAN LOCKHART, (herein "Grantors") whose current mailing address is Route 1, Box 1493, Livingston, Texas 77351, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantors paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto PHIBRO REFINING, INC., a Texas corporation ("Grantee") of Harris County, Texas, all of the following described real property, together with all improvements thereon, in Harris County, Texas, to-wit:

Lots Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20) in Block Seventy-four (74) of MANCHESTER SUBDIVISION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 26, of the Map Records of Harris County, Texas.

This conveyance is made and accepted subject only to the restrictions contained in Volume 6, Page 26, of the Map Records of Harris County, Texas, and in Volume 1527, Page 82 and Volume 1701, Page 128 of the Deed Records of Harris County, Texas, to the extent the same are valid and subsisting and affect the herein described property.

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, administrators, executors and assigns to WARRANT AND FOREVER DEFEND all and singular the said property and premises unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 8th day of May, 1991.

033-17-0652

T. W. Lockhart

T. W. LOCKHART

Social Security No. 459-01-0403 30

Oleane Lockhart

OLEANE LOCKHART aka

OLEAN LOCKHART

Social Security No. 465-28-9497

Grantee's Address:

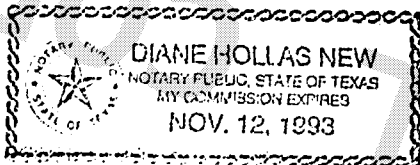
Phibro Refining, Inc.
600 Steamboat Road
Greenwich, Connecticut 06830

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

the 8th This instrument was acknowledged before me on this day of May, 1991, by T. W. LOCKHART.



Commission Expires:

Diane Hollas New
Notary Public in and for
The State of T E X A S

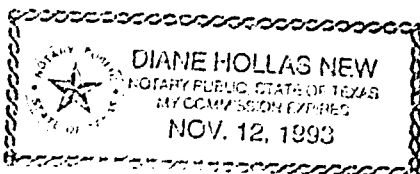
Printed Name of Notary:

THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

the 8th This instrument was acknowledged before me on this day of May, 1991, by OLEANE LOCKHART a/k/a OLEAN LOCKHART.



Commission Expires:

Diane Hollas New
Notary Public in and for
The State of T E X A S

Printed Name of Notary:

FILED

91 MAY -8 PM 2:35

Diane Hollas New
COUNTY CLERK
HARRIS COUNTY, TEXAS

HOLD 1800
HOUSTON TITLE/FILED
GF. # 91-02-0480
ATTN: D. New

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOUR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

MAY 8 1991

Quinta Rodenbauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS



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

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

That WANDA BEATRICE BUSHNELL, Individually and as Independent Executrix of the Estate of Elbert Edwin Bushnell, Deceased, pending under Cause No. 335504 in the Probate Court of Harris County, Texas (hereinafter called "Grantor"), whose current mailing address is 2315 Harper Drive, Pasadena, Harris County, Texas 77502, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by VALERO REFINING-TEXAS, L.P., a Texas limited partnership (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, *ee*

Has, subject to the matters herein contained, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee, the following described lots and parcels of land situated, lying and being in Harris County, Texas, together with all improvements thereon and all and singular the rights, hereditaments and appurtenances in any way belonging or appertaining to said property and all right, title and interest in and to any adjoining streets or rights-of-way:

Lots Twenty-nine (29) and Thirty (30) in Block Sixty-five (65), and Lots Twenty-one (21) and Twenty-two (22) in Block Seventy-four (74) of MANCHESTER SUBDIVISION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 26, of the Map Records of Harris County, Texas. *D*

This conveyance is made, executed and delivered by Grantor, and is accepted by Grantee, subject only to the restrictions contained in Volume 6, Page 26 of the Map Records of Harris County, Texas, and in Volume 1390, Page 306 and Volume 793, Page 470, of the Deed Records of Harris County, Texas, to the extent the same are valid and apply, effect or pertain to the property herein conveyed.

TO HAVE AND TO HOLD the above property unto the said Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, forever; and Grantor does hereby bind herself, her heirs, executors, administrators, representatives and assigns, to Warrant and Forever Defend all and singular the

property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the execution hereof, this 14th day of January, 2004.

Wanda Beatrice Bushnell

WANDA BEATRICE BUSHNELL,
Individually and as Independent Executrix
of the Estate of Elbert Edwin Bushnell,
Deceased, pending under Cause No. 335504
in the Probate Court of Harris County

20

"GRANTOR"

Address of Grantee:

Valero Refining-Texas, L.P.
9701 Manchester
Houston, Texas 77012

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

JAN 16 2004

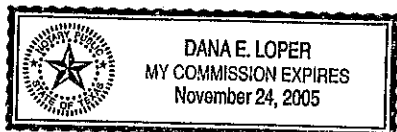
THE STATE OF TEXAS §
COUNTY OF HARRIS §



Dorothy B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Before me, a Notary Public, on this day personally appeared Wanda Beatrice Bushnell, Individually and as Independent Executrix of the Estate of Elbert Edwin Bushnell, Deceased, pending under Cause No. 335504 in the Probate Court of Harris County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January, 2004.



Dana Loper
Notary Public in and for
the State of Texas

(SEAL OR STAMP)

My Commission Expires:

Printed Name of Notary Public

FILED
2004 JAN 16 PM 1:42
COUNTY CLERK
HARRIS COUNTY, TEXAS
Dorothy B. Kayman

14
EASMT
K

PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT
12-Inch Pipeline, Harris County, Texas)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Valero Refining – Texas, L.P. a Texas limited partnership with an office at One Valero Way, San Antonio, Texas, ("Grantor"), hereby conveys to TE Products Pipeline Company, Limited Partnership, a Delaware Limited Partnership, with an office at 1100 Louisiana Street, Houston, TX 77002, ("Grantee"), a limited, non-exclusive right-of-way and easement ("Easement") to install, construct, own, operate, maintain, test, inspect, repair, replace, and remove one (1) [pipeline] , together with the necessary appurtenances thereto which are listed on Exhibit "A" attached hereto (collectively, the "Pipeline"), over, on, under and across certain land within the boundaries of Grantor's refinery located at 9701 Manchester in Houston, Harris County, Texas (the "Property"). The Pipeline shall not exceed 12 inches ("12") in nominal diameter and shall be used solely for the transportation of petroleum products (the "Product") to Grantor's refinery and not to any other locations or any third parties without Grantor's written consent. The location of the Easement within the boundaries of the Property (the "Easement Area") is more particularly described by metes and bounds in Exhibit "B-1" and depicted in the schematic set forth on Exhibit "B-2," copies of both of which are attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above-described Easement unto Grantee, its successors and permitted assigns, subject, however, to the conditions, covenants, and agreements to be kept, observed, and performed by Grantee as follows:

1. Term and Termination. The term of this Pipeline Right-of-Way and Easement Agreement (this "Easement Agreement") and the Easement conveyed herein shall be perpetual; provided, however, this Easement Agreement shall terminate in the indicated time period upon the occurrence of any of the following events:

- (a) at such time as Grantee shall surrender possession of the Easement to Grantor, its successors or assigns;
- (b) at such time when Grantee shall have ceased to use the Pipeline or the Easement for the purposes specified herein for a continuous period of twelve(12) months, plus any period of time when such Pipeline is idled due to an event of Force Majeure whether upstream or downstream of the Pipeline , where the phrase "cease to use" shall not include circumstances where the Pipeline is idled, but is being properly and continuously maintained by or on behalf of Grantee or;
- (c) at the expiration of the cure period upon Grantee's continued breach of any condition or default in the performance of any of its covenants or agreements herein set forth after receiving written notice thereof and a reasonable opportunity; to cure;

- (d) upon the completion date of the pipeline relocation in the event Grantor directs the relocation of the Easement and the Pipeline as provided in Paragraph 8, below; or
- (e) should Grantee have not completed construction and initial start-up of the Pipeline covered hereby within one (1) year from the effective date of this Easement Agreement, plus any period of time when such Pipeline is idled due to an event of Force Majeure whether upstream or downstream of the Pipeline (other than by reason of delays outside the reasonable control of Grantee).

Upon any such termination of this Easement Agreement subject to Paragraph 10, all rights herein granted shall automatically revert to Grantor, its successors and assigns, and, upon Grantor's request, Grantee shall promptly execute and deliver a release and surrender of the Easement in a recordable format reasonably acceptable to Grantor.

2. Reservation of Rights. Grantor reserves for itself, its successors and assigns, the right to use the Easement Area for any purpose and in any manner including, without limitation, the right to construct or to permit others to construct other pipelines alongside of and adjacent to Pipeline, and the right to cross or to permit others to cross over or under the Pipeline with pipelines, roads, streets, railroads, water lines, sewer lines, and other utilities or facilities so long as such use does not unreasonably interfere with the rights of Grantee hereunder or create a safety hazard. Additionally, the grant provided herein unto Grantee is subject to all prior easements, rights-of-way, exceptions, reservations, covenants, conditions, restrictions, rights of parties in possession, and all other matters affecting the Property, whether or not of record or physically evident on the Property.

3. Grantee's Right of Ingress and Egress. The right of ingress and egress is limited to the Easement Area specified hereinabove and any such other roads or other areas of access located within the Property as may reasonably be necessary for Grantee's use and enjoyment of the Easement for the purposes herein specified, such roads and access points to be specifically designated by Grantor. Subject to the Access Agreement being in effect at the commencement of such activities and the sole requirements of the Refinery, to be reasonably applied, there will be reasonable additional working space permitted during initial construction and any subsequent maintenance, testing, inspection, repair, or replacement. Except for those listed on Exhibit "A" hereto (if any), no vents, [pipeline] markers, valves, fittings, meters, or other appurtenances will be installed above ground on the Easement Area without Grantor's prior written consent. However, Grantor shall place signs along the perimeter fences of the Property to mark the location and direction of the Pipeline and any associated casing pipe as it enters and leaves the Property.

4. Pipeline Specifications; Consents, Permits, and Other Approvals. The Pipeline shall be designed, constructed, inspected, tested, operated, and maintained in accordance with Grantor's and Grantee's applicable safety regulations and policies, as well as all applicable safety rules and regulations published by all local, state and federal regulatory agencies having jurisdiction over any portion of the Pipeline. If no such government safety rules apply, then Grantee shall adhere to all applicable natural gas pipeline industry standards and jurisdiction. Grantee shall obtain and retain during the

term of this Easement Agreement all necessary third party consents, easements, rights-of-way, licenses, approvals, franchises, and permits necessary for Grantee to own and operate the Pipeline, at Grantee's sole cost and expense. All contractors engaged to work on the Pipeline within the Property shall be required to comply with Grantor's standard contractor safety rules and security rules, without the possession of which such contractor may not commence work.

6. Construction and Installation of the Pipeline. The Pipeline shall be constructed at a minimum of four (4) feet below the surface of natural ground, and where the Pipeline crosses any existing pipelines on the Property, the Pipeline shall be constructed and maintained with a minimum clearance of twenty-four (24) inches or such other distance as Grantor may reasonably designate from such existing lines or casing enclosing the same. Grantee agrees to perform all its installation, repair, maintenance, removal, replacement and other operations with respect to the Pipeline with due regard for the possibility of other nearby above and below-ground pipelines, equipment and appurtenances. Further, Grantee does and shall fully release Grantor from any liability arising from any damage to the Pipeline caused by its or its agent's, employee's, contractor's or subcontractor's activities.

7. Inspection of Easement. Grantee shall perform regular inspections of the Easement Area and make (at Grantee's sole cost and expense) all necessary or appropriate repairs to damage caused by the presence of the Pipeline or the activities of Grantee or its agents, employees, contractors or subcontractors, including, without limitation, correction of sink holes, soil erosion, sloughing, or impairment to natural drainage.

8. Relocation of the Easement and Pipeline. If the location of the Easement ever interferes with Grantor's use of the Property, Grantor may require Grantee, at Grantee's expense, to relocate the Pipeline to another location across the Property, whereupon a new easement across the Property will be substituted for the Easement herein granted, such new easement to be documented by an appropriate amendment hereto or an appropriate new easement instrument.

9. Product Restrictions. Grantee shall not transport in the [Pipeline] any substance, gas, liquid, chemical, or other material of any kind or nature whatsoever other than Product without the prior written consent of Grantor; provided, however, Grantee shall only transport Product to the extent it can be safely transported in the Pipeline as designed, constructed, tested and maintained, and to the extent that Grantee's use for such purpose violates no applicable local, state or federal regulations governing the design, construction, testing and operation of Pipeline for the transportation of such Product. Grantee agrees to use reasonable diligence with respect to engineering, materials and maintenance in order to ensure that the Pipeline is safe and adequate for the proper and safe transmission of the Product.

10. Removal of the Pipeline. Within 120 days after the termination of this Easement Agreement, Grantee shall, at its sole cost, risk and expense, and at its option, either

permanently shut-in the Pipeline or disconnect the Pipeline at a location within the Property and in a manner that is approved in writing by Grantor. If Grantee elects to [disconnect the Pipeline], then Grantee shall, at its sole cost, risk, and expense, and within such 120 day period, remove all of the [Pipeline] that is located on the Property and restore the Easement Area as nearly as practicable to the condition existing prior to the installation of the Pipeline, ordinary wear and tear and conditions caused by Grantor excepted.

11. Liability and Indemnity. GRANTEE ASSUMES ALL LIABILITY IN CONNECTION WITH THE LOCATION, CONSTRUCTION, OPERATION, MAINTENANCE, INSPECTION, REPLACEMENT, REMOVAL, USE AND EXISTENCE OF THE PIPELINE AND ITS RELATED APPURTENANCES AND ALL ACTIVITIES OF GRANTEE AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS AND SUBCONTRACTORS WITHIN THE EASEMENT AREA AND ELSEWHERE ON THE PROPERTY. GRANTEE FURTHER AGREES THAT, REGARDLESS OF THE LEGAL THEORY OR THEORIES ALLEGED INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR STRICT LIABILITY OF GRANTOR, GRANTEE AGREES TO RELEASE, INDEMNIFY, DEFEND (UPON GRANTOR'S REQUEST), AND HOLD HARMLESS GRANTOR, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, PARTNERS (BOTH GENERAL AND LIMITED) AND SUCCESSORS, AS WELL AS ALL OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SUCH ENTITIES (COLLECTIVELY, THE "GRANTOR INDEMNITEES") FROM AND AGAINST ANY ASSESSMENT, CLAIM, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY, LOSS OR PENALTY OF ANY KIND OR NATURE WHATSOEVER (COLLECTIVELY, THE "GRANTEE LIABILITIES") RESULTING FROM, ARISING OUT OF, OR CAUSED BY (A) THE LOCATION, OWNERSHIP, CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, INSPECTION, REPLACEMENT, REPAIR, REMOVAL, USE OR PRESENCE OF THE PIPELINE ON THE PROPERTY, (B) THE VIOLATION BY GRANTEE OR ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR REPRESENTATIVES OF ANY GRANTOR'S SAFETY RULES OR ANY OTHER APPLICABLE ENVIRONMENTAL, HEALTH, OR SAFETY LAW, RULE OR REGULATION, (C) THE RELEASE, SPILL OR DISCHARGE OF ANY SUBSTANCE, GAS, LIQUID, CHEMICAL OR OTHER MATERIAL OF ANY KIND OR NATURE WHATSOEVER [(INCLUDING ANY PRODUCT)] FROM THE PIPELINE, OR THE CONTAMINATION OF OR ADVERSE EFFECTS UPON THE PROPERTY OR OTHER PROPERTY BY REASON OF ANY SUCH RELEASE, SPILL OR DISCHARGE, AND (D) THE BREACH OF ANY OF GRANTEE'S DUTIES, OBLIGATIONS, REPRESENTATIONS OR WARRANTIES SET FORTH UNDER THIS AGREEMENT. GRANTOR AGREES TO RELEASE, INDEMNIFY, DEFEND (UPON GRANTEE'S REQUEST), AND HOLD HARMLESS GRANTEE, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, PARTNERS (BOTH GENERAL AND LIMITED) AND SUCCESSORS, AS WELL AS ALL OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SUCH ENTITIES (COLLECTIVELY, THE "GRANTEE INDEMNITEES") FROM AND AGAINST ANY ASSESSMENT, CLAIM, COST, DAMAGE, EXPENSE, FINE, JUDGMENT, LIABILITY, LOSS OR PENALTY OF ANY KIND OR NATURE WHATSOEVER AGAINST GRANTEE (COLLECTIVELY, THE "GRANTOR LIABILITIES")

RESULTING FROM, ARISING OUT OF, OR CAUSED BY (A) THE VIOLATION BY GRANTOR OR ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR REPRESENTATIVES OF ANY GRANTOR'S SAFETY RULES OR ANY OTHER APPLICABLE ENVIRONMENTAL, HEALTH, OR SAFETY LAW, RULE OR REGULATION, (B) THE RELEASE, SPILL OR DISCHARGE OF ANY SUBSTANCE, GAS, LIQUID, CHEMICAL OR OTHER MATERIAL OF ANY KIND OR NATURE WHATSOEVER [(INCLUDING ANY PRODUCT)] FROM THE PIPELINE, OR THE CONTAMINATION OF OR ADVERSE EFFECTS UPON THE PROPERTY OR OTHER PROPERTY BY REASON OF ANY SUCH RELEASE, SPILL OR DISCHARGE, AND (C) THE BREACH OF ANY OF GRANTOR'S DUTIES, OBLIGATIONS, REPRESENTATIONS OR WARRANTIES SET FORTH UNDER THIS AGREEMENT.

IF EITHER PARTY FAILS TO KEEP ANY PROMISE OR COVENANT IN THIS EASEMENT AGREEMENT OR ANY AMENDMENT THERETO, THEN SUCH PARTY SHALL PAY TO THE OTHER PARTY ALL OF THE OTHER PARTY'S COSTS AND REASONABLE ATTORNEY'S FEES IN ENFORCING PERFORMANCE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR ANY OF ITS REPRESENTATIVES HAVE ANY LIABILITY HEREUNDER AFTER THE EFFECTIVE DATE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

12. Insurance. Before any work by or on behalf of Grantee at or adjacent to the Property, Grantee or its contractor shall provide, maintain, and deliver to Grantor insurance that is acceptable to Grantor. As of the Effective Date, and with respect to all initial construction activities at the Property, Grantor requires that Grantee or its contractor maintain the following minimum insurance coverages:

(a) Worker's Compensation insurance or its equivalent covering all employees as required by applicable law;

(b) Employers' Liability insurance or its equivalent with a limit of not less than \$100,000 per occurrence;

(c) Commercial General Liability insurance including Premises-Operations, Contractual Liability, Independent Contractor and Products-Completed Operations Liability, XCU coverage, with policy limits of not less than \$1,000,000 per occurrence;

(d) Automobile Liability insurance covering all owned, hired and non-owned vehicles with limits of \$1,000,000, each accident – Single Limit B.I. and P.D. combined; and

(e) Excess Umbrella Liability insurance with a limit of \$10,000,000 per occurrence covering excess Employers' Liability, Comprehensive General Liability and Automobile Liability to be carried by Grantee. Grantee's contractors shall be required to carry a limit of \$5,000,000.00 per occurrence.

During the term of this Easement Agreement, and depending on the activities to be performed on the Property, Grantor may require different types and amounts of insurance, but Grantor agrees that it will never require more or different types of insurance than that which Grantor is then requiring other similarly situated contractors working on comparable projects within the Property to supply.

All such policies, except for Workers' Compensation, shall name Grantor and its ultimate parent, subsidiaries and affiliates, as well as their respective officers, directors, employees, agents, and representatives as additional insureds. All such policies shall also include a provision making them primary over (and not secondary to or contributory with) any insurance carried by Grantor or any other additional insured added pursuant to this Easement Agreement. If the insurance is maintained by Grantee, then Grantee's contractor(s) performing the work shall also be named as additional insureds, and if such insurance is provided by one or more of Grantee's contractors, then Grantee shall also be named as an additional insured thereon. With respect to all such policies, Grantee and/or its contractor (as applicable) shall waive, and does waive, all rights of subrogation as against the additional insureds. There shall be no gap in the dollar value of the additional insureds' coverage under the above policies from the policies' deductible amounts up to the full limits of the policies. Before performing any work hereunder, Grantee shall furnish (or cause its contractor(s) to furnish) certificates of insurance evidencing that such insurance is in effect, and that the required waivers of subrogation and additional insured endorsements have been provided, and containing the unequivocal agreement on the part of the insurer to notify Grantor of any cancellation or material change in coverage at least 30 days before the effective date of such cancellation or change. The insurance coverage required hereunder shall operate independent and apart from any of Grantee's indemnity obligations hereunder.

13. Taxes. Grantee shall pay all taxes which may be levied or assessed on the ownership, installation, use and operation of the Pipeline, and Grantee further agrees to promptly reimburse Grantor for the amount of any taxes which may be assessed against and paid by Grantor by reason of Grantee having installed any portion of the Pipeline and its related equipment upon any portion of the Property.

14. Force Majeure. Neither party shall be responsible for damages caused by delayed performance or failure to perform in whole or in part hereunder or noncompliance with any of the terms hereof when such delay, failure, or noncompliance is caused by or results from acts of God, fires, floods, war (declared or undeclared), embargoes, accidents, strikes, labor disputes, breakdown of or damages to, or shortages in facilities used for production, refining or transportation of Product, acts in compliance with requests of any governmental authority or person purporting to act therefor, or any other causes beyond the control of the party who is in default or who is unable to comply with the terms of the Agreement, whether or not similar to those enumerated. It is understood and agreed that the settlement of labor disturbances shall be entirely within the discretion of the party so affected. In event that either party must invoke the provisions in this Section, such party shall use its best efforts to give to the other party in writing (telex to be acceptable) as much advance notice as possible of the underlying circumstances of the particular

cause(s) of Force Majeure, and the expected duration thereof. Notwithstanding the provisions of this Section, neither party shall not be relieved of any obligation to make payments due and owing hereunder and accrued prior to the event of Force Majeure.

15. No Mineral Rights. This Easement Agreement does not constitute a conveyance of the surface of the Easement Area (or any other portion of the Property), nor of any of the oil, gas, water, or minerals contained therein or thereunder.

16. Successors and Assigns. The terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including specifically, but without limitation, all successor owners of the Easement Area described in Exhibit "B" hereto; PROVIDED, HOWEVER, that the Easement and rights granted herein to Grantee shall not be assigned by Grantee without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed; PROVIDED FURTHER, HOWEVER, that Grantee may assign without Grantor's prior written approval, but with written notice to Grantor, to its affiliates or subsidiaries or to a third party with respect to a full assignment to a successor owner of substantially all of Grantee's businesses and operations. In no event shall Grantee be entitled to partially assign the Easement or any of Grantee's interests arising under this Easement Agreement. Further, in no event shall Grantee mortgage, pledge, hypothecate or otherwise encumber any of Grantee's interests arising under or by virtue of this Easement Agreement.

17. As-Built Drawings. As partial consideration for this Easement Agreement, Grantor will furnish Grantee with "As-Built" drawings of the Pipeline and all other facilities on the Property installed by or on behalf of Grantor within ninety (90) days following (a) installation thereof, and (b) relocation thereof for any reason.

18. Notices. All notices made under or in connection with this Easement Agreement shall be in writing and shall be given either by hand delivery to the intended recipient (via a recognized delivery service with tracking capability) or by United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the party to be notified at the Party's address set forth above, or such other address as such party shall from time to time designate in writing and delivery to the other party in accordance herewith.

19. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to conflicts of laws rules as applied in Texas.

18. Survival. Grantee's indemnification and repair and restoration obligations hereunder, as well as all other obligations of Grantee which, by their nature, may not be fully performed or satisfied prior to termination or expiration hereof, shall all survive the expiration or termination hereof without limit as to time.

19. Special Environmental Provisions. When performing any excavation work or other work on the Easement Area or any other portion of the Property which could reasonably

be expected to disturb any Hazardous Materials (as hereinafter defined) thereon, Grantee shall be required to notify Grantor in advance and secure Grantor's prior approval as to excavation locations and procedures. Grantee agrees to notify Grantor in advance of any and all Hazardous Materials generated or disturbed in performance of any work by or for Grantee on the Property.

With respect to any Hazardous Materials which are brought on site (in any form) by Grantee or those under its control, Grantee shall be responsible (at Grantee's sole cost and expense) for recovery and collection of such Hazardous Materials, unless Grantor elects to do so itself by written notice to Grantee. If Grantor so requires, Grantee shall arrange for proper transportation and disposal of such Hazardous Materials in accordance with all applicable solid waste disposal acts and other applicable laws, rules and regulations of all governmental authorities having jurisdiction (collectively, "Laws").

With respect to Hazardous Materials already existing on site prior to commencement of the work and which are disturbed or released as a result of or in connection with the work, Grantor shall have exclusive control over the handling and disposal thereof, but Grantee shall not thereby be relieved from any liability it may have hereunder for mishandling of such Hazardous Materials by it or any of its contractors or any of their respective agents, employees, representatives or subcontractors. Grantee shall reimburse Grantor for all reasonable costs of handling and disposal of Hazardous Materials already existing on the Property which Grantor becomes obligated to handle and dispose of as a result of Grantee's (or its contractors' or subcontractors') activities on the Property.

As used herein, "Hazardous Materials" means any (a) chemical, substance, material, or waste that is designated, classified, or regulated as "industrial waste," "hazardous waste," "hazardous material," "hazardous substance," "toxic substance," or words of similar import, under any applicable Laws; (b) petroleum, petroleum hydrocarbons, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives, or by-products thereof; (c) asbestos or asbestos-containing material (regardless of whether in a friable or non-friable condition), or polychlorinated biphenyls; and (d) substance that, whether by its nature or its use, is subject to remediation or regulation under any applicable Laws.

20. Other Special Provisions. This Easement Agreement is expressly made by Grantor and accepted by Grantee on an "AS IS", "WITH ALL FAULTS" basis, without any representations or warranties by Grantor of any kind or nature whatsoever (including, without limitation, regarding title), whether express, implied, statutory, constitutional, or any other

Grantee represents and warrants that the route described in Exhibit "B-1" and depicted in Exhibit "B-2" was selected by Grantee based upon the due diligence conducted by Grantee in connection herewith. Grantee agrees to relocate the Pipeline, at Grantee's sole cost and expense, in the event of a breach of any of the foregoing representations or warranties. Grantee understands and acknowledges that Grantor is relying on Grantee's representations and warranties contained herein in agreeing to enter into this Easement Agreement.

IN WITNESS WHEREOF, this Easement Agreement has been executed by duly authorized representatives of the parties as of the dates set forth in their respective acknowledgements below, to be effective, however, as of the 25 day of April, 2007 (the "Effective Date").

GRANTOR:

Valero Refining – Texas, L.P.
By it's General Partner
Valero Services, Inc.

zor

By:

Charles F. LeRoy
Charles F. LeRoy

Vice President

GRANTEE:

TE Products Pipeline Company,
Limited Partnership

zee

By TEPPCO GP, Inc. It's General Partner

By:

Samuel N. Brown
Printed Name: Samuel N. Brown

Title:

VP

APPROVED

LEGAL

hms

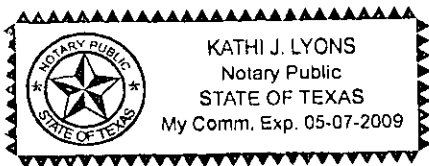
ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

The foregoing instrument was acknowledged before me on April 25, 2007, by Charles E. Heroy, a Vice President of Valero Services, Inc., General Partner of Valero Refining-Texas, L.P., a Texas limited partnership, on behalf of said limited partnership.



Kathi J. Lyons
Notary Public
State of Texas

Witness my hand and official seal.

My Commission Expires: 5/7/09

STATE OF TEXAS §

COUNTY OF HARRIS §

§

The foregoing instrument was acknowledged before me on 26th April, 2007, ~~April~~ by SAMUEL N. BROWN, as VICE PRESIDENT of TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said entity.

Karen D. Hearon

Notary Public

State of TXAS

Witness my hand and official seal.

My Commission Expires: September 2, 2008

After Recording Return To:

Robert Findley

Contract Land Staff

10701 Corporate Drive, Suite 215

Stafford, TX 77477



Exhibit A

Description of the Pipeline

One (1) 12" petroleum products pipeline , together with the necessary appurtenances thereto (collectively, the "Pipeline"), over, on, under and across certain land within the boundaries of Grantor's refinery located at 9701 Manchester in Houston, Harris County, Texas (the "Property"), the specific location of which is within the boundaries of the tract described in Exhibits B-1 and B-2 attached hereto.

RP 844-17-87B7

April 20, 2006

STATE OF TEXAS

COUNTY OF HARRIS

Exhibit B-1

TRACT NO. HA-220

**CENTERLINE DESCRIPTION FOR A PROPOSED R/W AND EASEMENT
ACROSS VALERO REFINING TEXAS**

Centerline description for a proposed R/W and Easement hereinafter referred to as **PARCEL I**, and a metes and bounds description for a proposed Twenty-five Foot by Fifty Foot (25' X 50') Surface Site hereinafter referred to as **PARCEL II** extending over, through, along and across a 28.9624 acre tract of land as recorded in File Number K447752, Film Code 041-64-1732, Harris County Official Public Records of Real Property, Harris County, Texas, said 28.9624 acre tract being situated in the Callahan & Vince Survey, Abstract 9, Harris County, Texas, said **PARCELS** being more fully described as follows:

All bearings and coordinates are based on the "Texas Coordinate System", South Central Zone, NAD 83 in feet.

PARCEL I

BEGINNING at a point an existing bulkhead in a South line of said 28.9624 acre tract, said South line being along the Northerly bank of Sims Bayou, said "POINT OF BEGINNING" having coordinates N=13,826,024.57, E=3,157,529.64;

THENCE, North 03°15'17" West, a distance of 220.20 feet to a point;

THENCE, North 41°44'43" East, a distance of 29.49 feet to a point;

THENCE, North 01°54'56" West, a distance of 3.00 feet to Stake "A" set for the **POINT OF BEGINNING** of the herein described **PARCEL II**.

Total Rods: 15.32

PARCEL II

BEGINNING at the herein above said Stake "A", said "POINT OF BEGINNING" having coordinates N=13,826,269.41, E=3,157,536.67;

THENCE, South 88°05'04" West, a distance of 19.50 feet to a point;

THENCE, North 01°54'56" West, a distance of 50.00 feet to a point;

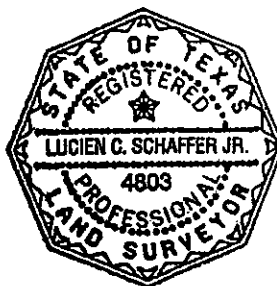
THENCE, North 88°05'04" East, a distance of 25.00 feet to a point;

THENCE, South 01°54'56" East, a distance of 50.00 feet to a point;

THENCE, South 88°05'04" West, a distance of 5.50 feet to the POINT OF BEGINNING and containing 0.0287 acres of land.

Plat attached.

Lucien C. Schaffer Jr. 4-21-06
Lucien C. Schaffer, Jr. RPLS No. 4803

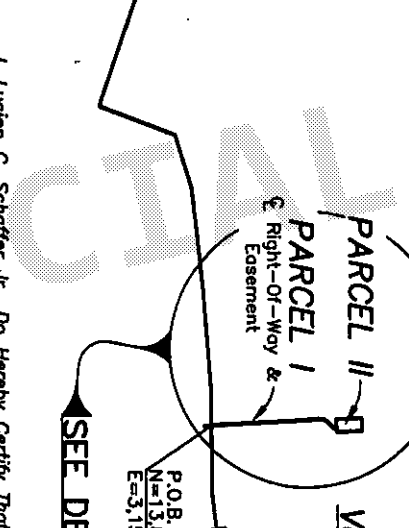


RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

FILED

2007 MAY 15 PM 12:38

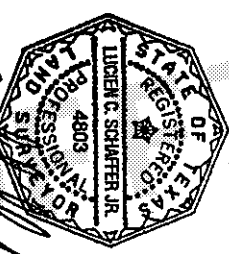
Bonnie R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS



SEE DETAIL

Parcel I Total Rods: 15.32
Parcel II Total Rods: 0.0287 Acres

4/21/06



TE PRODUCTS PIPELINE COMPANY, LIMITED PARTNERSHIP HOUSTON, TEXAS			
PROPOSED VALERO TEXAS CITY TO HOUSTON R/W & ESM'T. ACROSS VALERO REFINING TEXAS, R/W HARRIS COUNTY, TEXAS			
NO.	DATE	REVISION	BY
GULLETT & ASSOCIATES, INC. 7705 S. LOOP E. HOUSTON, TEXAS 77012 (713) 644-9619			
DRAWN BY: MBS		DATE: 4/21/06	CA-2624-243
CHECKED BY: LCS		DATE: 4/06	
SCALE: 1" = 300'		NO. 2624	
CND FILE: 2624243		REV. 0	

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the
date and at the time stamped herein by me; and was duly RECORDED, in the
Official Public Records of Real Property of Harris County, Texas on

MAY 15 2007



Brenda B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS