

in April of 1999 by and between the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, the FDIC, the PALACIOS INDEPENDENT SCHOOL DISTRICT and JACKSON COUNTY, TEXAS (being all remaining Parties to this suit) is hereby approved by the Court. The terms contained in such Final Settlement shall survive the dismissal of this case with prejudice.

2. This Order is a Final Order which, along with the other Orders and Judgments previously entered herein, is intended to dispose of all of the parties' remaining claims in the suit.

3. This Order does not affect in any manner or respect that certain Final Judgment (as to Certain parties only) signed herein on April 30, 1997 and entered on May 2, 1997, which Final Judgment (as to Certain parties only) shall remain in full force and effect.

4. As used herein, "Intervening Plaintiffs" means: 1) TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION", a Texas Non-Profit Corporation; 2) PALACIOS INDEPENDENT SCHOOL DISTRICT, a legal subdivision of the State of Texas by virtue of *TEX. CONST. Art. XI, §1*, which School District is authorized to levy an *ad valorem* tax by *TEX. CONST. Art. VIII, §§1-a, 9 and 11*; and 3) JACKSON COUNTY, TEXAS, a legal subdivision of the State of Texas by virtue of *TEX. CONST. Art. XI, §1*, which County is authorized to levy an *ad valorem* tax by *TEX. CONST. Art. VIII, §§1-a, 9 and 11*.

5. As used herein, "RTC" means the Resolution Trust Corporation, in its capacity as Receiver for Victoria Savings Association, F. S. A.

6. As used herein, "Defendant" means the Federal Deposit Insurance Corporation, a federal agency created by act of Congress and existing under *12 U. S. C. §1811, et. seq.*, in its capacity as Statutory Successor to the Resolution Trust Corporation, as Receiver for Victoria Savings Association, F. S. A.

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7. As used herein, "FDIC" means the Federal Deposit Insurance Corporation, a federal agency created by act of Congress and existing under *12 U. S. C. §1811, et. seq.*, in its capacity as Statutory Successor to the Resolution Trust Corporation, as Receiver for Victoria Savings Association, F. S. A.

8. The FDIC, PALACIOS INDEPENDENT SCHOOL DISTRICT and JACKSON COUNTY, TEXAS have recognized the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION as the true, correct, proper and rightful property owners' association for Boca Chica Subdivision, Sections One (1) through Eight (8), located in Jackson, County, Texas per the maps or plats thereof recorded in the Map Records of Jackson County, Texas.

9. The TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION is the true, correct, proper and rightful property owners' association for Boca Chica Subdivision, Sections One (1) through Eight (8), located in Jackson, County, Texas per the maps or plats thereof recorded in the Map Records of Jackson County, Texas.

10. The parties to the Final Settlement have each acknowledged full receipt and sufficiency of all consideration set forth therein.

11. This Court has previously ordered, adjudged and decreed that the FDIC is the legal and record owner of the "Properties" described in the Deed Without Warranty from the FDIC, as Grantor, to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, as Grantee, the terms of which Deed Without Warranty are approved by the Court and made a part hereof. Accordingly, the Deed Without Warranty (which Deed Without Warranty will be executed by the FDIC and accepted by the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION and filed of record by the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION in the Deed

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Records of Jackson County, Texas) will vest the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION with good and indefeasible title to the Properties identified in such Deed Without Warranty. The referenced Deed Without Warranty shall convey from the FDIC to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION all of those numerous platted Lots, reserves and common areas not previously conveyed by Boca Chica Development Company, nor previously conveyed by the RTC to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION by Quitclaim Deed as referenced in Paragraph No.14 hereinbelow (the "Properties") located within Boca Chica Subdivision, Sections One (1) through Eight (8), Jackson County, Texas. A separate Quitclaim Deed shall also convey to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION any interests the FDIC may have in all platted roads and road rights-of-way in Boca Chica, Sections, Three (3) through Eight (8), Jackson County, Texas, which roads and road rights-of-way have heretofore been platted and dedicated to Jackson County, Texas, but have not heretofore been accepted for maintenance by Jackson County, Texas. A true and correct copy of the referenced Deed Without Warranty is attached to this Order as Exhibit "A" hereto and is incorporated herein by reference as if set forth verbatim. A true and correct copy of the referenced Quitclaim Deed regarding the above referenced roads and road rights-of-way is attached to this Order as Exhibit "B" hereto and is incorporated herein by reference as if set forth verbatim.

12. The sum paid by the FDIC to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION pursuant to the Final Settlement represents payment in full of the delinquent annual and/or special assessments owed by the FDIC to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION from 1990 through the 1999 assessment year regarding the Properties.

13. The sums paid by the FDIC to the PALACIOS INDEPENDENT SCHOOL

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DISTRICT and to JACKSON COUNTY, TEXAS pursuant to the Final Settlement constitutes payment in full of all delinquent taxes, accrued interest, penalties and attorney's fees and any other charges, taxes, dues or fees claimed by the PALACIOS INDEPENDENT SCHOOL DISTRICT and by JACKSON COUNTY, TEXAS to be delinquent through the 1998 tax year regarding the Properties and regarding any other property or properties within Boca Chica Subdivision, Sections One (1) through Eight (8), Jackson County, Texas owned by the FDIC through the 1998 tax year, including also the properties referenced in paragraph no. 14 hereinbelow.

14. Heretofore, on December 7, 1995, the RTC executed that certain Quitclaim Deed, conveying certain described real property and improvements to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION as delineated in such Quitclaim Deed and/or in the Exhibits attached thereto. The original of such Quitclaim Deed is currently in the possession of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION's legal counsel and has not yet been recorded in the Official Public Records of Real Property of Jackson County, Texas. Said Quitclaim Deed shall be recorded by the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION in the Deed Records of Jackson County, Texas, simultaneously with the recording of the FDIC's Deed Without Warranty referenced hereinabove. The RTC did not convey or transfer any of its ownership interest in the property conveyed to the ASSOCIATION via the referenced Quitclaim Deed from the inception of its ownership thereof on March 21, 1989 through the date of such Quitclaim Deed. Accordingly, the referenced Quitclaim Deed, the terms of which are approved by the Court and made a part hereof, vests the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION with good and indefeasible title to the Properties identified in such Quitclaim Deed. A true and correct copy of the referenced Quitclaim Deed is attached to this Order as Exhibit "C" hereto and is

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incorporated herein by reference as if set forth verbatim.

15. The amounts paid by the FDIC to the PALACIOS INDEPENDENT SCHOOL DISTRICT and to JACKSON COUNTY, TEXAS pursuant to the Final Settlement shall be accepted by the PALACIOS INDEPENDENT SCHOOL DISTRICT and by JACKSON COUNTY, TEXAS as payment in full of all delinquent ad valorem taxes, penalties, interest, attorney's fees, court costs, and all other charges and amounts previously assessed, and which could have been assessed previously, by the PALACIOS INDEPENDENT SCHOOL DISTRICT and by JACKSON COUNTY, TEXAS during the period before December 31, 1998 (including the 1998 taxes), on all real property and improvements which the FDIC came to own through this Court's Final Judgment (as to Certain Parties Only) which was entered in this case on May 2, 1997 (as well as those properties identified in Paragraph 14 above). The PALACIOS INDEPENDENT SCHOOL DISTRICT and JACKSON COUNTY, TEXAS shall credit the amounts paid to them by the FDIC to the tax accounts which now exist for the real property and improvements which are identified in the Deed Without Warranty executed by the FDIC as part of the final settlement of this case (and to the real property and improvements identified in Paragraph 14 hereof), so that all real property and improvements being conveyed through this Final Settlement to the ASSOCIATION, as well as all real property and improvements identified in Paragraph 14 hereof, will owe no ad valorem taxes except those assessed for 1999. After the SCHOOL DISTRICT and the COUNTY have credited the amounts paid to them by the FDIC through the Final Settlement against the accounts for the real property and improvements described in the Deed Without Warranty and in the Quitclaim Deed referenced in Paragraph 14 hereof, the SCHOOL DISTRICT and the COUNTY shall write off, delete, or otherwise make such accounting entries on their tax rolls as may be appropriate to show

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that all *ad valorem* taxes, penalties, interest, attorney's fees and court costs assessed before December 31, 1998 (including the 1998 taxes) on such Properties (and such additional described property) are PAID IN FULL.

16. The FDIC has not conveyed or transferred any of its ownership interest in the Properties from the inception of its ownership thereof on March 21, 1989 through the date of this Order, except as provided in the above referenced recent Deed Without Warranty to the TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, which Deed Without Warranty is approved in all respects by this Court as referenced in the above Paragraph 11 of this Order.

17. All matters in dispute between the parties have been and are fully and finally compromised and settled. Accordingly, it appearing to the Court that there are and will be no counterclaims, cross-claims, third party actions or pleas in intervention, the Court is of the opinion that the Joint Motion For Approval of Settlement Agreement and For Dismissal of Case With Prejudice should be granted.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, subject to the Court's findings, conclusions, orders and conditions of this Order set forth hereinabove, which findings, conclusions, orders and conditions of this Order shall survive the dismissal of this case, the above-entitled and numbered cause be, and the same is, dismissed as to all parties with prejudice to reinstate or re-file same.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, subject to the Court's findings, conclusions, orders and conditions of this Order set forth hereinabove, which findings, conclusions, orders and conditions of this Order shall survive the dismissal of this case, all claims and causes of action arising out of the matters made the basis of this suit asserted by or against


NL/IF II, a Delaware limited partnership, whether mandatory or discretionary and whether asserted or otherwise are hereby dismissed as to all parties with prejudice to reinstate or re-file same.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all attorney's fees shall be borne by the Party by whom incurred and that costs of court are taxed against the party by whom incurred, and said costs of Court having been paid, let no execution issue.

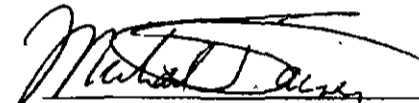
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all Parties specifically waive their respective right(s) to appeal this Order.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all relief not expressly granted herein is denied.

SIGNED this 13th day of September, 1999.


JOHN D. RAINEY
UNITED STATES DISTRICT JUDGE

**APPROVED AND ENTRY REQUESTED
BY ALL PARTIES:**



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Houston, Texas 77056
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State Bar No. 07569200
Southern District Admission No. 6224
ATTORNEY-IN-CHARGE FOR INTERVENOR,
TRI-COUNTY POINT PROPERTY OWNERS
ASSOCIATION

Kent M. Rider * Signed by
Permission *AMS*

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PALACIOS INDEPENDENT SCHOOL DISTRICT
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(* See attached telefaxed Signature Page)

Stephen P. Allison * Signed by
Permission *AMS*

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ATTORNEYS FOR DEFENDANT, FEDERAL
DEPOSIT INSURANCE CORPORATION AND
FOR THIRD-PARTY PLAINTIFF, NLI/LFII

(* See attached telefaxed Signature Page)

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**ATTORNEYS FOR DEFENDANT, FEDERAL
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FOR THIRD-PARTY PLAINTIFF, NLI/LFI**

C. A. No. 7-00-0071 Agreed Final Order Approving Settlement Agreement and Dismissing Case With Prejudice

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**ATTORNEYS FOR DEFENDANT, FEDERAL
DEPOSIT INSURANCE CORPORATION AND
FOR THIRD-PARTY PLAINTIFF, NLI/LFI**

C. A. No. 748-977) Agreed Final Order Approving Settlement Agreement and Distributing Cash With Prejudice

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DEED WITHOUT WARRANTY

Date: June 28, 1999

Grantor: FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") as Receiver for Victoria Savings Association, F.S.A., which pursuant to 12 U.S.C. § 1441a(m)(1) succeeded the Resolution Trust Corporation as Receiver for said institution

Grantor's Mailing Address (including county):

1910 Pacific
Dallas, Dallas County, Texas 75201

Grantee: Tri-County Point Property Owners Association, a Texas Non-Profit Corporation

Grantee's Mailing Address:

P.O. Drawer 798
Palacios, Texas 77465

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

See Exhibit A attached hereto and incorporated herein by reference.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth.

The Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, without any warranty that may arise by common law and without

Boca Chica, Jackson County, Texas
Tri-County Point Property Owners Association(Victoria Savings)
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EXHIBIT A
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the warranties of Section 5.023 of the Texas Property Code and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "Permitted Encumbrances"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, set back lines, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property, including but not limited to that certain Quitclaim Deed executed by the Resolution Trust Corporation as Receiver for Victoria Savings Association, F.S.A. to Grantee on December 7, 1995; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or delinquent for 1999 - plus any penalties, interest, court costs, title costs and attorney fees associated therewith - the payment of which Grantee assumes; taxes and assessments of whatever kind or type for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for this and any prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE

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Tri-County Point Property Owners Association(Victoria Savings)
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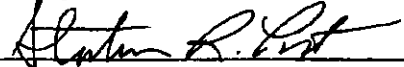
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ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

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

GRANTOR:

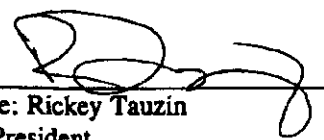
FEDERAL DEPOSIT INSURANCE CORPORATION in
the capacity stated

By: 
Name: Stephen R. Post
Its: Attorney In Fact

ACCEPTED AND AGREED TO AND DELIVERY ACKNOWLEDGED ON THIS THE 17th
DAY OF July, 1999.

GRANTEE:

Tri-County Point Property Owners Association, a Texas
Non-Profit Corporation

By: 
Name: Rickey Tauzin
Its: President

Boca Chica, Jackson County, Texas
Tri-County Point Property Owners Association(Victoria Savings)
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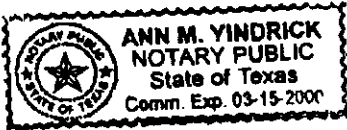
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GRANTOR'S ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 28th day of June, 1999 by Stephen R. Post, Attorney In Fact, on behalf of the Federal Deposit Insurance Corporation acting in the capacity therein stated.

My Commission Expires: 3-15-2000



Ann M. Yindrick
Notary Public

ANN M. YINDRICK
Notary's Name Printed or Typed

GRANTEE'S ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on this 17 day of JULY, 1999, by Rickey Tauzin, President of Tri-County Point Property Owners Association, a Texas Non-Profit Corporation, on behalf of said entity.

My Commission Expires:



Susan A. Jessup
Notary Public

SUSANAJESSUP
Notary's Name Printed or Typed

Boca Chica, Jackson County, Texas
Tri-County Point Property Owners Association(Victoria Savings)
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AFTER RECORDING, RETURN TO:

Boca Chica, Jackson County, Texas
Tri-County Point Property Owners Association(Victoria Savings)
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EXHIBIT "A"

LEGAL DESCRIPTION

Tract No. 1

The following numbered Lots in Section I of the Boca Chica Subdivision as shown in a plat of record as Slide 156-B of the Plat Records of Jackson County, Texas:

- Block A, Lots 2, 7, 8, 11, 12, 16, 20,
- Block B, Lots 9, 16, 17, 19, 21, 23.

Tract No. 2

The following numbered Lots in Section II of the Boca Chica Subdivision as shown in a plat of record as Slide 157-A of the Plat Records of Jackson County, Texas:

- Block A, Lots 8, 13, 14, 22, 23, 31, 35, 36, 47, 48, 50, 51,
- Block B, Lots 5, 7, 8, 9
- Block C, Lots 3, 5, 7, 8, 9, 10, 11, 12, 13, 17,
- Block D, Lots 1, 6, 13,
- Block E, Lots 1, 13, 15, 19, 21,
- Block F, Lots 8, 10, 11, 14, 18, 19.

Tract No. 3

The following Lots in Section III of the Boca Chica Subdivision as shown in a plat of record as Slides 160-B, 161-A and 161-B of the Plat Records of Jackson County, Texas:

- Lots 8, 15, 22, 23, 53, 90, 160, 164, 188, 190, 214, 219, 223, 228, 230, 236, 237, 241,
- 242, 244, 247, 261, 262, 274, 289, 297, 298, 302, 308, 310, 322, 341, 346, 349, 350,
- 354, 355, 359, 361, 364,
- a 2.889 acre reserve lot,
- a 3.015 acre reserve lot,
- and a 3.397 acre reserve lot.

Exhibit "A", Legal Description
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EXHIBIT A
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Tract No. 4

The following Lots in Section IV of the Boca Chica Subdivision as shown in a plat of record as Slides 162-A and 162-B of the Plat Records of Jackson County, Texas:

Lots 9, 13, 14, 20, 21, 27, 28, 32, 33, 34, 35, 39, 46, 53, 56, 57, 63, 66, 72, 75, 78, 85, 86, 88, 93, 114, 116, 117, 118, 121, 131, 133, 137, 138, 143, 144, 147, 165, 182, 198, 219, 226, 227, 228, 229, 232, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 260, 261, 264, 266, 268, 269, 270, 272, 274, 276, 277, 278, 279, 280, 286, 291, 298, 304, 315, and a 3.86 acre reserve lot.

Tract No. 5A

The following Lots in Section V of the Boca Chica Subdivision as shown in a plat of record as Slide 163-B of the Plat Records of Jackson County, Texas:

Lots 9, 10, 12, 31, 50, 51, 54, 56, 68, 72, 73, 78, 109, 117, 122, 145, 158, 161, 162, 172, 177, 192, a 2.71 acre reserve lot, and a 2.71 acre reserve lot.

Tract No. 5B

The following Lots in Commercial Section V of the Boca Chica Subdivision as shown in a plat of record as Slide 164-A of the Plat Records of Jackson County, Texas:

Lots 1, 2, 10, 11, 12, 16, 21, 24, 25, 26, 27, 28, and a 1.88 acre reserve lot.

Tract No. 6

The following numbered Lots in Section VI of the Boca Chica Subdivision as shown in a plat of record as Slide 170-A of the Plat Records of Jackson County, Texas:

Lots 16, 20, 23, 24, 26, 43, 54, 63, 65, 67, 70, 75, 78.

Exhibit "A", Legal Description
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Tract No. 7

The following Lots in Section VII of the Boca Chica Subdivision as shown in a plat of record as Slides 169-A and 169-B of the Plat Records of Jackson County, Texas:

Lots 2 through 65, 67 through 77, 79 through 96, 102, 106 through 111, 122 through 129, 131, 132 through 164, 167, 170 through 179, 182 through 184, 186 through 241, a 2.94 acre reserve lot, and a 3.0 acre reserve lot.

Tract No. 8A

The following numbered Lots in Section VIII of the Boca Chica Subdivision as shown in a plat of record as Slides 171-A and 171-B of the Plat Records of Jackson County, Texas:

Lots 1 through 176,
a 2.93 acre reserve lot, and
a 1.01 acre reserve lot,

less, save and except the following numbered Lots 20, 21, 22, 23, 24, 25, 77, 78, 99, 165, 166, 168, 169, 171, 175, and 176

Tract No. 8B

That portion of the following tract of land not included in plat of Section VIII of the Boca Chica Subdivision as shown in a plat of record as Slides 171-A and 171-B of the Plat Records of Jackson County, Texas:

BEING a 61.31-acre tract of land out of the William Ahlert Survey, Abstract 90, Jackson County, Texas, said 61.31-acre tract being comprised of all of Lots 3, 4 and 11, and part of Lots 2, 12 and 13 of Section 36 of the Subdivision of Sections 20, 21, 36 and 37 of the Theodore F. Koch lands (Plat recorded in Volume 8, Page 246 and 247 of the Deed Records of Jackson County, Texas), and a part of Tract D in Section 37 of the Theodore F. Koch lands, being Lots 5 and 6 and a portion of Lots 7 and 16 and all adjacent common areas to said lots as shown by Subdivision of said Tract D on plat recorded in Volume 10, Page 415 of the Deed Records of Jackson County, Texas and this 61.31-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point at the common corner of Lots 13, 14, 15 and 16, of Section 36 of said Subdivision of Sections 20, 21, 36 and 37 of the Theodore F. Koch lands for the southeast corner of this 61.31-acre tract, said point also being in the centerline of a north-south 40-foot wide road right-of-way;

Exhibit "A", Legal Description
Page 3 of 4

EXHIBIT A
PAGE 8

VOL 146 PAGE 740

THENCE SOUTH 87° 30' 05" WEST at 30.00 feet pass an existing 5/8 inch iron rod at the northeast corner of Boca Chica Subdivision Section 4 and continuing on same course with the north line of Boca Chica Subdivision Section 4 and the south line of said Lots 4, 11 and 13 of Section 36 and the south line of Lot 5, in Tract D, Section 37 and the westerly projection thereof for a total distance of 3659.95 feet to a point at the northwest corner of Boca Chica Subdivision Section 4 for the southwest corner of this 61.31-acre tract, said point also being on the east shore line of Carancahua Bay,

THENCE in a northwesterly direction with the east shore line of Carancahua Bay as follows:

- NORTH 10° 15' 00" WEST for a distance of 124.05 feet,
- NORTH 30° 48' 31" WEST for a distance of 110.63 feet,
- NORTH 29° 42' 23" WEST for a distance of 187.99 feet, and
- NORTH 38° 58' 14" WEST for a distance of 388.60 feet to a point for the northwest corner of this 61.31-acre tract;

THENCE NORTH 87° 30' 05" EAST, across Lots 16 and 7 of said Subdivision of Tract D of the Theodore F. Koch lands, also across Lots 2, 12 and 13 of Section 36 of the Subdivision of Sections 20, 21, 36 and 37 of the Theodore F. Koch lands for a distance of 4046.10 feet to a point in the common line between Lots 13 and 16 of Section 36 of the Subdivision of Sections 20, 21, 36 and 37 of the Theodore F. Koch lands for the northeast corner of this 61.31-acre tract, said point also being in the centerline of the aforementioned 40-foot road right-of-way;

THENCE SOUTH 02° 29' 55" EAST with the common line between Lots 13 and 16 of said Section 36, also with centerline of said 40-foot wide road right-of-way for a distance of 700.00 feet to the POINT OF BEGINNING, CONTAINING 61.31-acres of land of which 0.32-acre is situated in a road right-of-way along the east side of the above-described 61.31-acre tract.

Exhibit "A", Legal Description
Page 4 of 4

EXHIBIT A
PAGE 9

VOL 146 PAGE 741

QUIT CLAIM DEED

Date: June 28, 1999

Grantor: FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") as Receiver for Victoria Savings Association, F.S.A., which pursuant to 12 U.S.C. § 1441a(m)(1) succeeded the Resolution Trust Corporation as Receiver for said institution

Grantor's Mailing Address (including county):

1910 Pacific Avenue
Dallas, Dallas County, Texas 75201

Grantee: Tri-County Point Property Owners Association, a Texas Non-Profit Corporation

Grantee's Mailing Address:

P.O. Drawer 798, Palacios, Texas 77465

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

See Exhibit "A" which is attached hereto, made a part hereof, and incorporated herein by reference as if fully set forth at this point.

For the consideration hereinbefore stated Grantor quit claims to Grantee all of Grantor's right, title and interest in and to the Property, to have and to hold the said Property to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors or assigns shall have claim or demand any right or title to the Property or any part of it.

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

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION in the capacity stated

By: Stephen R. Post
Name: Stephen R. Post
Its: Attorney In Fact

Quit Claim Deed
Page 1
01 March 98 7/ADH
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759903

EXHIBIT B
PAGE 1

VOL 146 PAGE 742

ACCEPTED AND AGREED TO AND DELIVERY ACKNOWLEDGED ON THIS THE
17th DAY OF July, 1999.

GRANTEE:

Tri-County Point Property Owners Association, a Texas
Non-Profit Corporation

By: 
Name: Rickey Tauzin
Its: President

GRANTOR'S ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 28th day of June,
1999 by Stephen R. Post, Attorney In Fact, on behalf of the Federal Deposit Insurance
Corporation acting in the capacity therein stated.

My Commission Expires: 3-15-2000


Notary Public



ANN M. YINDRICK
Notary's Name Printed or Typed

Quit Claim Deed
Page 2
01 March 98/ADII
S:\03\Boca Chica\qclm.doc
759903

EXHIBIT B
PAGE 2

VOL **146** PAGE **743**

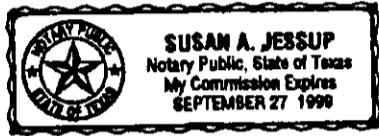
GRANTEE'S ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF Jackson §

This instrument was acknowledged before me on this 17 day of JULY, 1999, by Rickey Tazuin, President of Tri-County Point Property Owners Association, a Texas Non-Profit Corporation, on behalf of said entity.

My Commission Expires:

Susan A Jessup
Notary Public



SUSAN A JESSUP
Notary's Name Printed or Typed

AFTER RECORDING, RETURN TO:

Quit Claim Deed
Page 3
01 March 987/AD11
S:\03\Boca Chica\qclm.doc
759903

EXHIBIT B
PAGE 3

VOL **146** PAGE **744**

EXHIBIT "A"

LEGAL DESCRIPTION

Platted roads and/or road rights of way within Sections One (1) through Eight (8) of the Boca Chica Subdivision as shown in plats of record in the Plat Records of Jackson County, Texas, as follows:

- Slide 156-B
- Slide 157-A
- Slide 160-B
- Slide 161-A
- Slide 161-B
- Slide 162-A
- Slide 162-B
- Slide 163-B
- Slide 164-A
- Slide 169-A
- Slide 169-B
- Slide 170-A
- Slide 171-A
- Slide 171-B

EXHIBIT B
PAGE 4 .

VOL 146 PAGE 745

QUITCLAIM DEED

STATE OF TEXAS

COUNTIES OF JACKSON AND CALHOUN

§
§
§

Date: December 7, 1995

Grantor: Resolution Trust Corporation, both in its Corporate Capacity and as Receiver for Victoria Savings Association, F.S.A. ("RTC"), NLI/LF II, L.P., a Delaware limited partnership ("NLI") and Boca Chica Development Company, a Texas joint venture ("Boca Chica") (RTC, NLI and Boca Chica collectively, the "Grantor")

Grantor's Mailing Address (including county):

RTC: 10100 Reunion Place
San Antonio, Bexar County, Texas 78216

NLI: 3080 N.W. Expressway
Suite 1313
Oklahoma City, Oklahoma County, Oklahoma 73112

Boca Chica:
Post Office Box 311
El Campo, Wharton County, Texas 77437

Grantee: Tri-County Point Property Owners Association

Grantee's Mailing Address (including county):

P.O. Drawer 798
Palacios, Matagorda County, Texas 77469

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration

Property (including any improvements): Attached hereto as Exhibit 1 (the "Property")

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the Property or any part of it. It is understood that Grantor claims no right, title, or interest to said Property or any part of it.

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

a-0029839.01/S-0036710.01

EXHIBIT C
PAGE 1

VOL 146 PAGE 746

6:89cv27 #140

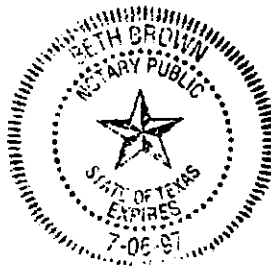
Page 25/33

RESOLUTION TRUST CORPORATION
as Receiver for Victoria Savings Association, F.S.A.

By: *[Signature]*
Name: Daniel R. Crain
Title: Attorney in Fact

STATE OF TEXAS
COUNTY OF Texas

This instrument was acknowledged before me on the 7th day of Dec., 1995, by, Daniel R. Crain, Attorney in Fact of Resolution Trust Corporation, as Receiver for Victoria Savings Association, F.S.A., on behalf of the Resolution Trust Corporation.



Beth Brown
Notary Public, State of Texas
Notary's name (printed): Beth Brown
Notary's commission expires: 7-6-97

a-0029839.01/S-0036710.01

EXHIBIT C
PAGE 2

VOL **146** PAGE **747**

Exhibit 1

Property Description

- a) Lot Nine (9), in Block C, of Boca Chica, Section Two (2), a subdivision in Jackson County, Texas, according to the map or plat thereof recorded in Slide 157-A of the Plat Records of Jackson County, Texas;
- b) Lots Two Hundred Thirty-Six (236) and Two Hundred Thirty-Seven (237), Boca Chica, Section Three (3), Phase Two (2), a subdivision in Jackson County, Texas, according to the map or plat thereof recorded in Slide 161-A and 161-B of the Plat Records of Jackson County, Texas;
- c) A tract or parcel of land consisting of 2.93 acres and known as "Reserved Area", situated in Boca Chica, Section Eight (8), a subdivision in Jackson County, Texas, according to the map or plat thereof recorded in Slide 171-A and 171-B of the Plat Records of Jackson County, Texas, which 2.93 acres is more particularly described on Exhibit "A" attached hereto;
- d) A tract or parcel of land consisting of 3.015 acres known as "Reserved Area", situated in Boca Chica, Section Three (3), Phase Two (2), a subdivision in Jackson County, Texas, according to the map or plat thereof recorded in Slide 161-A and 161-B of the Plat Records of Jackson County, Texas, which 3.015 acres is more particularly described on Exhibit "B" attached hereto;
- e) A tract or parcel of land consisting of 1.14 acres out of the Town of Freeport, William Ahlert Survey, Abstract 89, Jackson County, Texas, which 1.14 acres is more particularly described on Exhibit "C" attached hereto; and
- f) A tract or parcel of land consisting of 0.41 acres out of the S.C. Lyons Survey, Abstract 212, Jackson County, Texas, which 0.41 acres is more particularly described on Exhibit "D" attached hereto. (NOTE: a "double-wide" trailer/portable building (with wheels and axles removed) and a smaller portable building connected with a hallway are attached (via blocks and "tie-downs") as an improvement to this tract or parcel. There are no identification or serial numbers available for the referenced trailer/portable building facility.)
- g) a tract or parcel of land consisting of 2.889 acres known as "Reserve Area No. 400", situated in Boca Chica, Section three (3), Phase One (1), a subdivision in Jackson County, Texas, according to the map or plat thereof recorded in Slide 160B of the Plat Records of Jackson County, Texas.

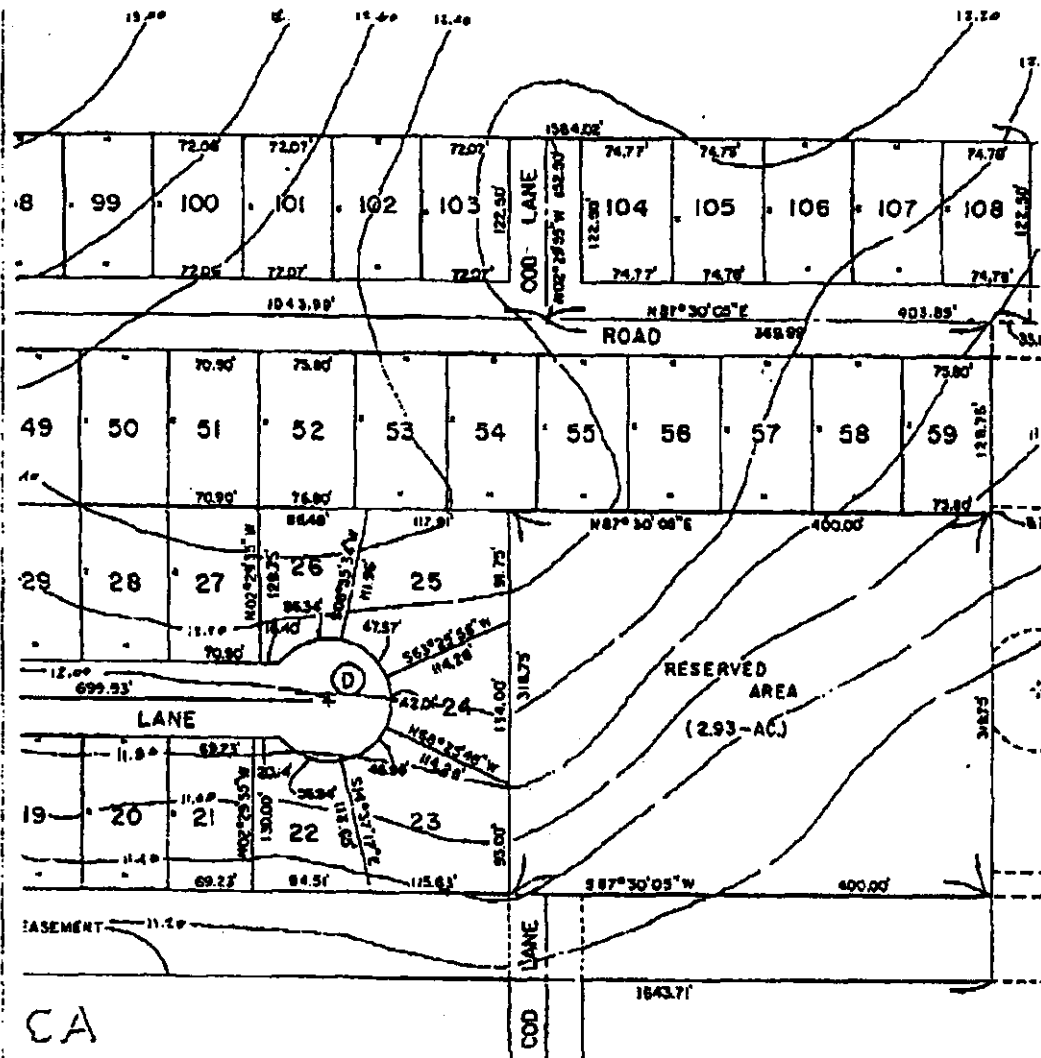
EXHIBIT C
PAGE 3

a-0029839.01/S-0036710.01

VOL 146 PAGE 748

6:89cv27 #140

Page 27/33



CA
IV

APPROVED IN OPEN COURT THIS THE 2a DAY OF June 1933
COMMISSIONERS COURT OF JACKSON COUNTY, TEXAS.

SAM D. SEALE
COUNTY JUDGE

Martin
MARTIN
COUNTY CLERK

COUNTY COMMISSIONERS

W. H. Rutledge

MILLER RUTLEDGE
PRECINCT ONE

J. H. Lipp

LIPP
PRECINCT

Edwin Hurta

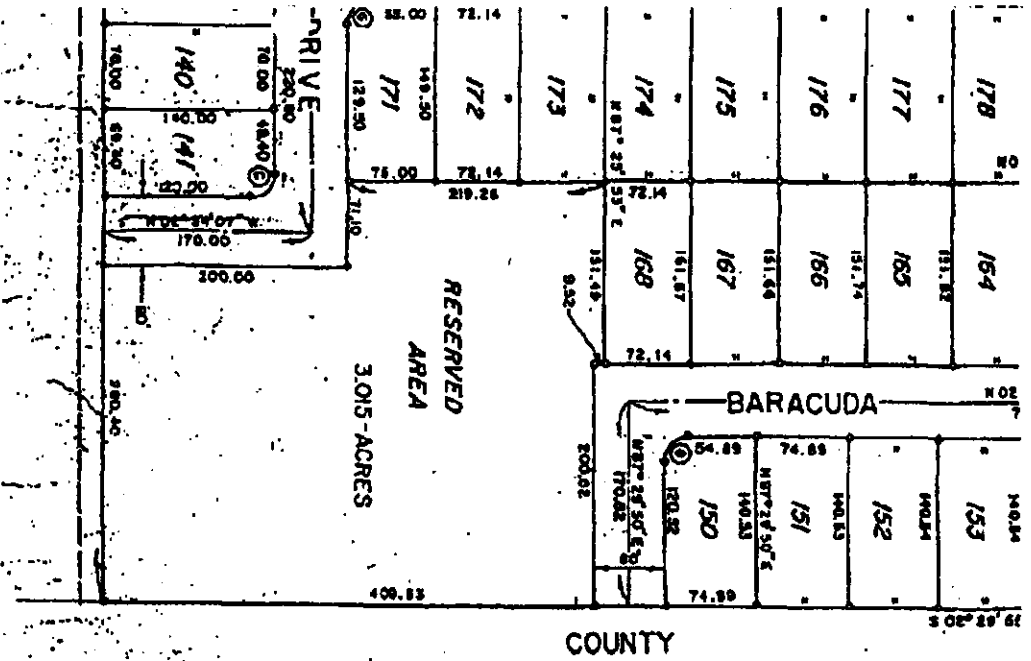
EDWIN HURTA
PRECINCT THREE
EXHIBIT "A"

D. L. Dan

DAN
PRECINCT

EXHIBIT C
PAGE 4

VOL 146 PAGE 749



COUNTY

FILED FOR RETURN THIS THE 17th DAY OF JANUARY, 1983 AND
 RECORDED ON SLIDE 146-1 OF THE PLAT RECORDS OF JACKSON COUNTY,
 TEXAS.
 BY *M. Wade Long*

I, JOHN D. MENCER, A SURVEYOR LICENSED IN THE
 STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS
 PLAT WAS PREPARED UNDER MY SUPERVISION AND
 ALL LOT CORNERS ARE LOCATED AND STAKED ON
 THE GROUND AS SHOWN HEREON AND THAT THIS
 PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE
 AND BELIEF.

NOTE: There is a 100.00-foot wide utility easement adjacent
 to all ten lines in every lot.
 -Indicates line end.



REVISED PLAT

BOCA CHICA

SECTION 3 PHASE 2

JOHN D. MENCER & ASSOCIATES, INC.

SURVEYING & ENGINEERING
 BOCA CHICA, TEXAS

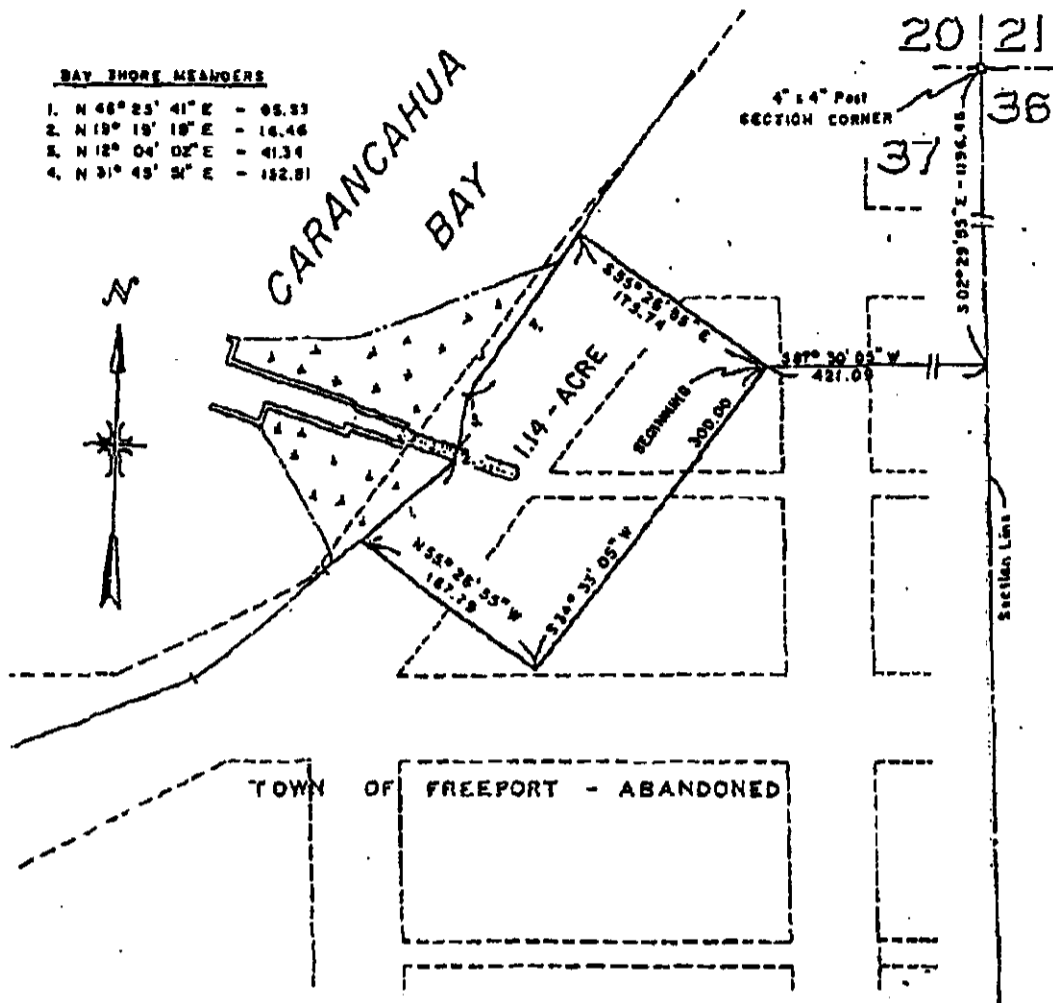
Showing a reprint of Boca Chica Section 3, Phase 1, plat
 including 43.15-acre out of lots 42, 44 and 47 of Section
 31 of the subdivision of Sections 20, 21, 26 and 27 of
 the 36th Range, North lands (Plat recorded in Volume 8, 2
 page 246 and 247) of the Deed Records of Jackson County,
 Texas), situated in the S.E. Lyons Survey, Plat No. 21,
 Jackson County, Texas.

DESIGNED BY: J.M.P.	SCALE: 1"=100'	SHEET NO.
DRAWN BY: M.A.S.	DATE: February 1983	1 OF 2

EXHIBIT "B"

EXHIBIT C
 PAGE 5

- BAY SHORE MEANDERS**
1. N 46° 25' 41" E - 95.53
 2. N 19° 19' 18" E - 16.46
 3. N 12° 04' 02" E - 41.34
 4. N 31° 48' 5" E - 152.81



MAP

Showing a 1.14-acre tract of land out of the Town of Freeport (now abandoned) situated in the William Ahlert Survey, Abstract 89, Jackson County, Texas.

John D. Vortex & Associates, Inc.
 By: John Vortex
 Registered Public Surveyor
 Texas No. 1924

June 15, 1984
 SCALE 1" = 100'
 Drawing No. 82-S307

EXHIBIT: "C"
 PAGE 2

EXHIBIT C
 PAGE 6

1.14 - ACRE TRACT

THE STATE OF TEXAS }
COUNTY OF JACKSON }

BEING a 1.14-acre tract of land out of the Town of Freeport, William Ahlert Survey, Abstract #9, Jackson County, Texas said Town and Streets of Freeport were abandoned by Commissioner's Court dated and recorded as follows:

June 14, 1933, recorded in Volume J., Page 285,
August 14, 1933, recorded in Volume J., Page 291 and
March 30, 1951, recorded in Volume L., Page 339 of the
Commissioner's Court Minutes of Jackson County, Texas and
this 1.14-acre tract being more particularly described by
metes and bounds as follows:

BEGINNING at a point for the east corner of this 1.14-acre tract, said point being SOUTH 02° 29' 55" EAST a distance of 1196.46 feet and SOUTH 07° 30' 05" WEST a distance of 421.09 feet from the existing 4" X 4" post at the common corner of Sections 20, 21, 36 and 37 of the Subdivision of Sections 20, 21, 36 and 37 of the Theodore P. Koch Lands, plat recorded in Volume 8, Page 246-247 of the Deed Records of Jackson County, Texas;

THENCE SOUTH 34° 33' 05" WEST for a distance of 300.00 feet to a point for the south corner of this 1.14-acre tract;

THENCE NORTH 55° 26' 55" WEST for a distance of 167.79 feet to a point on the southeast shore line of Carancahua Bay for the southwest corner of this 1.14-acre tract;

THENCE in a northeasterly direction with the southeast shore line of Carancahua Bay as follows:

NORTH 46° 25' 41" EAST for a distance of 95.33 feet,
NORTH 19° 19' 19" EAST for a distance of 16.46 feet,
NORTH 12° 04' 02" EAST for a distance of 41.34 feet and
NORTH 31° 45' 51" EAST for a distance of 152.81 feet to a point for the north corner of this 1.14-acre tract;

THENCE SOUTH 55° 26' 55" EAST for a distance of 175.74 feet to the POINT OF BEGINNING, CONTAINING 1.14-acre of land.

This description is based on a survey made in 1983 and computations made in my office on June 14, 1984.



John D. Forger 6/16/84
John D. Forger & Associates, Inc.
By: *John D. Forger*
Registered Professional Surveyor
Texas No. 1924
June 15, 1984

EXHIBIT "C"
PAGE 1

EXHIBIT c
PAGE 7

VOL 146 PAGE 752

0.41 - ACRE TRACT

THE STATE OF TEXAS I

COUNTY OF JACKSON I

BEING a 0.41-acre tract of land out of the S.C. Lyons Survey, Abstract 212, Jackson County, Texas and being a tract out of that 0.8-acre Reserve that is situated in Section 21 of the Subdivision of Sections 20, 21, 35 and 37 of the Theodore F. Koch Lands, Plat recorded in Volume 8, Pages 246-247 of the Deed Records of Jackson County, Texas, said 0.41-acre tract lies west of Lots 14, 15 and 16 of said Section 21 and is west of and adjacent to the west right-of-way line of Seaside Boulevard and this 0.41-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at point on the present east shore line of Carancahua Bay at its intersection with the west right-of-way line of Seaside Boulevard for the north corner of this 0.41-acre tract and being SOUTH 02° 29' 55" EAST a distance of 91.19 feet and SOUTH 87° 30' 05" WEST a distance of 49.48 feet from the northwest corner of Lot 16, Section 21 of the above-mentioned subdivision;

THENCE SOUTH 48° 33' 55" EAST with the west right-of-way line of Seaside Boulevard for a distance of 168.93 feet to a point at angle;

THENCE SOUTH 03° 51' 55" EAST continuing with the west right-of-way line of Seaside Boulevard for a distance of 245.71 feet to a point for the south corner of this 0.41-acre tract, said point being on the present east shore line of Carancahua Bay;

THENCE in a northerly direction with the east shore line of Carancahua Bay as follows:

NORTH 18° 33' 43" WEST for a distance of 113.85 feet,
NORTH 42° 44' 33" WEST for a distance of 144.41 feet,
NORTH 15° 29' 09" EAST for a distance of 35.49 feet,
NORTH 22° 10' 54" WEST for a distance of 34.42 feet and
NORTH 22° 14' 14" WEST for a distance of 83.06 feet to the POINT OF BEGINNING, CONTAINING 0.41-acre of land.

This description is based on a survey made in 1983 and on computations made in my office on June 27, 1984.

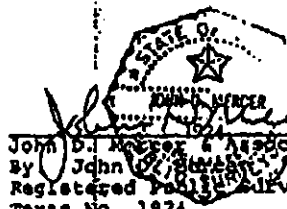
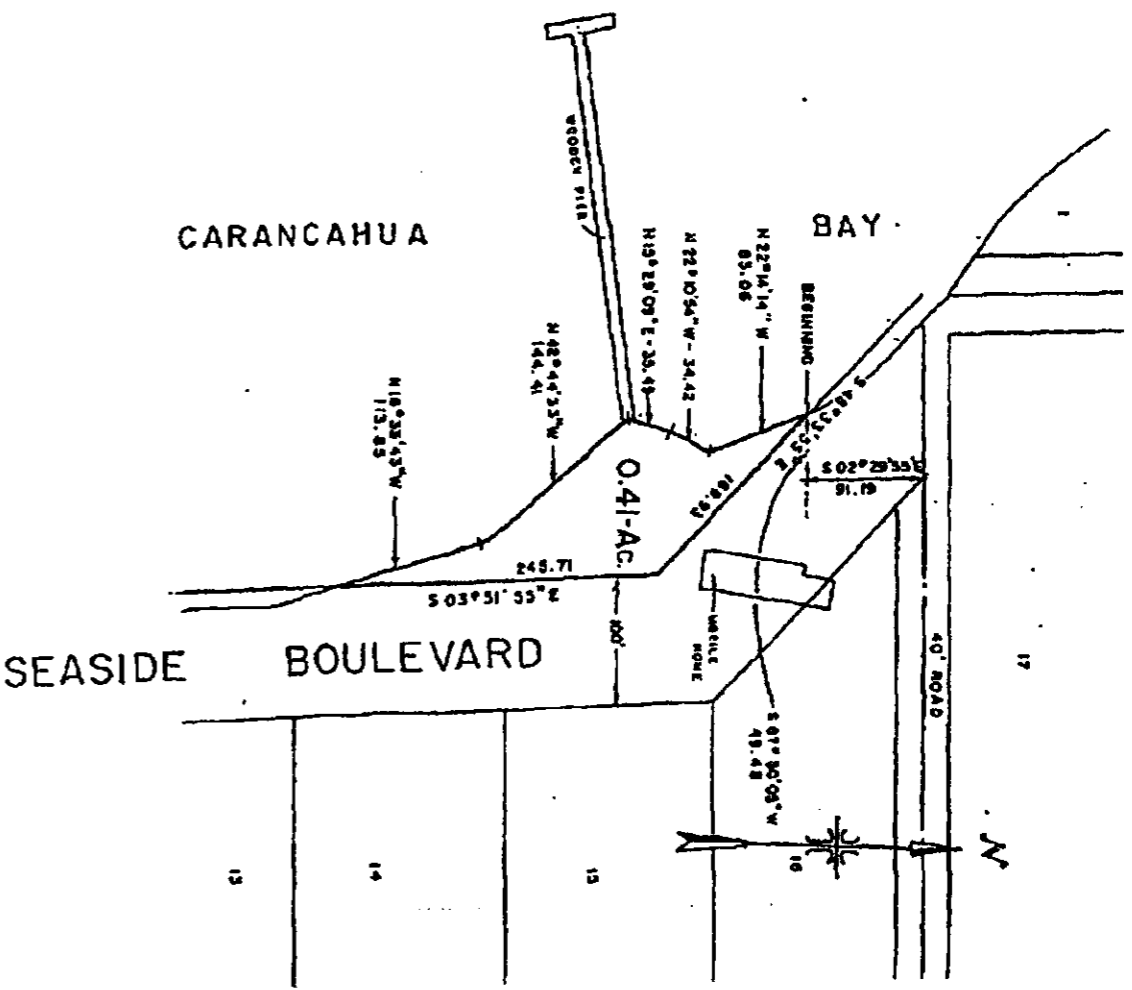

John D. Mercer & Associates, Inc.
By John D. Mercer
Registered Professional Surveyor
Texas No. 1924
June 28, 1984

EXHIBIT "D"
PAGE 1

EXHIBIT C
PAGE 8



MAP

Showing a 0.41-acre tract of land out of the S.C. Lyons Survey, Abstract 112, Jackson County, Texas and being a tract out of that 9.8-acre Reserve that is situated in Section 21 of the Subdivision of Sections 20, 21, 36 and 37 of the Theodore F. Koch Land, Plat recorded in Volume 0, Pages 266-267 of the Deed Records of Jackson County, Texas, said 0.41-acre tract lies west of lots 14, 15 and 16 of said Section 21 and is west of and adjacent to the west right-of-way line of Seaside Boulevard.

John D. Horcott, Surveyor, Inc. No. 01
 By: John D. Horcott, Surveyor
 Registered Professional Surveyor
 License No. 21113
 Texas: No. 21113
 June 18, 1984
 SCALE: 1" = 100'
 Drawing No. 03-5107

EXHIBIT
 PAGE 2 TOTAL P.15

30509

Order

TRI COUNTY POINT PROPERTY OWNERS ASSOCIATION ET AL
TO
FEDERAL DEPOSIT INSURANCE CORPORATION ET AL

FILED FOR RECORD THIS 29th day of
September A.D., 1999 at 02:05 P.M.

Kenneth W. McElveen, County Clerk
Jackson County, Texas

By Barbara Vanecek Deputy
00/00/0000 Barbara Vanecek Fee: \$ 73.00

Filed by: COASTAL TITLE COMPANY
104-A WEST MAIN
EDNA, TEXAS 77957

Return to: COASTAL TITLE COMPANY
104-A WEST MAIN
EDNA, TEXAS 77957

VOL 146 PAGE 755

Recorded this 30th Day of September A. D., 1999 At 9:00 A. M.

Kenneth W. McElveen, County Clerk

By Anna D. Jorgensen Deputy.