Big Star Barge & Boat Co., Inc.
2435 Broadway
Pearland, TX 77581
713-254-6007

September 23, 2010

Mr. Robert Werner, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733
VIA USPS Certified Mail # 7008 1830 0000 5699 0134

Re: San Jacinto River Waste Pits Superfund Site, Channelview, TX
SSID No. 06ZQ, EPA ID No. TXN000606611
CERLA 104(e) INFORMATION REQUEST

Dear Mr. Werner,

Enclosed please find Big Star Barge & Boat Co., Inc's response, with enclosures, to your agency's Information Request.

Sincerely yours,

Jay W. Roberts
President
Big Star Barge & Boat Co.,Inc.

Enclosures

9297709

ENCLOSURE 4

SAN JACINTO RIVER WASTE PITS SUPERUFND SITE

INFORMATION REQUEST

QUESTIONS

1. Identify the person(s) that provides answers to the questions below on behalf of Big Star Barge & Boat Company, Inc.

   A. Jay W. Roberts
   President
   Big Star Barge & Boat Company, Inc.
   2435 E. BROADWAY
   PEARLAND , TX 77581

   B. William L. H. Morgan, Jr.
   12815 Gulf Freeway
   Houston, Texas 77034-4807
   Telephone 281 481 5807
   Email Billmorgan@msn.com
   Attorney for Big Star Barge & Boat Company, Inc.

2. Please identify the organizational relationship between Houston International Terminal, Inc. and Big Star Barge & Boat Company, Inc.

   Big Star Barge & Boat Company, Inc. is a corporation organized in the State of Texas on July 11, 1969, owned 100% by Stella Roberts until her death on April 21, 2001, at which time 48% was distributed to Jack Roberts, 26% to Jay W. Roberts, and 26% to Diana L. Roberts. Houston International Terminal, Inc. is a corporation organized in the State of Texas on February 16, 1982 owned 52% by Jack Roberts and 48% by Stella Roberts until her death on April 21, 2001, at which time her interest was distributed 24% to Jay W. Roberts, and 24% to Diana L. Roberts.

3. Has BSB ever participated in any planning for dredging activities in the area of the San Jacinto River, along its south bank on the north side of the I-10 Bridge in Harris County, Texas (see Enclosure 5, Aerial photo).

   NO

4. Has BSB ever participated in any dredging activities in the area of the San Jacinto River, along its south bank on the north side of the I-10 Bridge in Harris County, Texas (see Enclosure 5, Aerial photo).

   NO

5. If your answer to either question #3 or #4 is yes:

A. Please provide copies of all documents in your possession that describe or contain any information that pertains to BSB's participation in planning and/or dredging operations in the above described area of the San Jacinto River.

B. Please describe the dredging activities that BSB participated in planning for and/or was involved with sand dredging operations conducted in the above described area of the San Jacinto River. Your answer should include, but not be limited to:

1) The period that actual dredging activities occurred.

2) The name of any third party that directed, controlled, or participated in BSB's involvement with dredging operations in the above described area of the San Jacinto River.

3) The location placement of any waste dredging material, i.e., disposition of "overburden" that resulted from sand dredging activities in the above described area of the San Jacinto River.

6. If your answer to the above questions #3 and #4 is no, please explain why a Letter, dated November 20, 1998 from Houston International Terminal to Department of the Army (see Exhibit 5) identifies that, "The original permit was issued after much discussion during conferences and meeting with Parker Brothers. As you know Parker merged to form Parker LaFarge which set back our operations by at least a year. Only one (1) barge load was removed by Parker LaFarge....In late 1997 we entered into a working contract with Mega Sand (Dan & Brenda Moore) who agreed to the mitigation plan. In September 1997 dredging recommenced and work on the mitigation plan started."

Since the letter referenced above was from Houston International Terminal, Inc., said letter does not implicate that BSB participated in the comments or actions referenced therein.

7. Please identify the names of all dredging companies that you have reason to believe have, at any time, participated in the planning of, and/or participated in, dredging operations in the above described area of the San Jacinto River.

Although Big Star Barge & Boat Company, Inc. was not a party to any dredging operations in the above described area of the San Jacinto River, Big Star Barge & Boat Company, Inc. is aware only of a lease whereby Houston International Terminal, Inc. authorized MegaSand Enterprises, Inc. to dredge sand from said area.

8. Please identify the owner of record for the area in the above described area of the San Jacinto River.

Big Star Barge & Boat Company, Inc.

9. If BSB is the owner of record for the above described area of the San Jacinto River, please provide EPA with a copy of the current recorded deed that documents BSB's ownership.

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: AUG-4-76 604656 E 846564 LST A PM 350

That TRIUMPH INDUSTRIES, INC.

WD DD E846564

145-07-0316

of HARRIS COUNTY, TEXAS, hereinafter called grantor, in consideration of the sum of

ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100---------- DOLLARS to said grantor in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantee herein of his one certain promissory note of even date herewith, in the principal sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 ($165,000.00) DOLLARS, payable to the order of FIRST STATE BANK & TRUST CO. hereinafter called payee, representing funds advanced by payee to the grantor herein, at the request of and as a loan to the grantee herein as part of the purchase price of the property herein conveyed, which note is payable as specified therein and bears interest at the rate specified therein, and contains the usual accelerated maturity, provides for attorney's fees specified therein and has default clauses, and in addition to the vendor's lien retained herein in favor of payee securing its payment, the grantee herein executed a deed of trust of even date with said note to WILLIAM C. BOYD, Trustee; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto BIG STAR BARGE & BOAT COMPANY, INC. of HARRIS County, Texas, herein called grantee, all that certain property situate in the County of HARRIS, State of Texas, described as follows, to-wit:

See Exhibit "A", attached hereto and incorporated herein by reference for all purposes

FILED
AUG 4 2 20 PM 1976
COUNTY CLERK
HARRIS COUNTY, TEXAS

"This conveyance is made subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property." mineral interests, royalty reservations, mineral leases

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, his heirs and assigns forever. And grantor does hereby bind himself, his heirs, executors and administrators, to Warrant and Forever Defend the title to the said property unto the said grantee above named, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that a vendor's lien is retained in favor of payee who will hold superior title in and to the above described property, premises and improvements, and the title to the grantee will not become absolute until the above described note, together with all renewals and extensions thereof, and all interest and other charges thereon stipulated, are fully paid, according to the tenor and effect and reading thereof, when this deed shall become absolute; and it shall be the same as if a vendor's lien was retained in favor of the grantor herein and assigned by proper assignment to payee without recourse on grantor in any manner for the payment of said indebtedness.

When this deed is executed by more than one person, it shall be construed as though grantor were written grantors and words in their number were changed to correspond; and pronouns of the masculine gender, wherever used herein, shall include persons of the female sex and corporations and associations of every kind and character; and the words "heirs, executors and administrators", when this instrument is executed by a corporation shall be construed to mean successors and assigns. If grantee is more than one person it shall be construed as though grantee were written grantees and words in their number were changed to correspond and pronouns of the masculine gender, where used herein as to the grantee, shall be construed to include persons of the female sex, corporations and associations of every kind and character, and as to a corporation, the word heirs shall be construed as successors.

EXECUTED this the 22 day of July, 1976.

ATTEST: TRIUMPH INDUSTRIES, INC.

Secretary

Pres.

146-07-0317

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Hal M. Zimmerman, President of TRIUMPH INDUSTRIES, INC. 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, and in the capacity stated.

Given under my hand and seal of office, this the 22nd day of July, 1976.

Notary Public HARRIS County, Texas

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared , wife of known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of

Notary Public County, Texas

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared and wife of the said , personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of

Notary Public County, Texas

General Warranty Deed
With Lien in Favor of Third Party

TO

Return to Bigthen Mortgage Co.
(Form 10-4 WITH CLAUSE)
Fred P. Thaden, Galveston, Texas

8718 Bayland Dr.
Pearland, Tex 77581

146-07-0318

EXHIBIT A ATTACHED TO DEED DATED JULY 22, 1976
BETWEEN TRIUMPH INDUSTRIES AS GRANTOR AND BIG STAR BARGE & BOAT CO INC
AS GRANTEE.

A Tract of land in the J. T. Harrell Survey, Abstract No. 330, in Harris County, Texas, more particularly described as follows:

COMMENCING at a stake in the West bank of the San Jacinto River and in the North Right of way line of State Highway No. 73;

THENCE North 62 degrees 55 minutes West 1831.71 feet along the North line of said State Highway No. 73 to the beginning of a curve to the left;

THENCE following said curve to the left, having a radius of 1910 feet and a central angle of 10 degrees 26 minutes for a distance of 347.76 feet to the PLACE OF BEGINNING and the Southeast corner of the tract herein described;

THENCE continuing along said curve to the left in the North right of way line of said State Highway No. 73, said curve having a radius of 1910 feet and a central angle of 10 degrees 46 minutes for a distance of 358.91 feet to a 3/4 inch iron pipe at a fence corner marking the Southwest corner of the tract herein described;

THENCE North 0 degrees 59 minutes West 2219.00 feet to a 3/4 inch iron pipe on the South bank of the San Jacinto River from which a 12 inch Cypress marked "X" bears North 56 degrees 43 minutes West 70 feet and a 13 inch Cypress marked "X" bears South 60 degrees 40 minutes West 30 feet;

THENCE North 86 degrees 14 minutes East 96.40 feet along the Southwesterly bank of the San Jacinto River to the West bank of the Horton and Horton Company sand cut;

THENCE along the West bank of said Horton and Horton Company said cut with the following meanders:

South 10 degrees 04 minutes West 409.70 feet;
South 0 degrees 56 minutes East 547.15 feet;
South 20 degrees 16 minutes East 254.58 feet;
South 66 degrees 09 minutes East 165.68 feet;
South 15 degrees 32 minutes West 340.75 feet;
South 34 degrees 34 minutes East 242.05 feet;
North 68 degrees 47 minutes East 26.59 feet;

THENCE South 0 degrees 59 minutes East 537.60 feet to the PLACE OF BEGINNING.

T163882

Return to: Big Star Barge & Boat Co.
2918 Green Tee Drive
Pearland, Texas 77581

520-03-3167

SPECIAL WARRANTY DEED

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

07/27/98 300207554 T163882 $17.00

THAT PARKER BROTHERS & COMPANY, INC., a Texas corporation, located in Harris County, Texas (hereinafter called "Grantor," whether one of more) for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to Grantor in hand paid by Big Star Barge & Boat Co., Inc., whose address for notice hereunder is 2918 Green Tee, Pearland, Texas 77581 (hereinafter called "Grantee," whether one or more.)

Receipt of all of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto said Grantee all that certain tract or parcel of land, together with all improvements thereon, situated in the County of Harris, State of Texas, and described as follows,

All that certain property described on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made subject to (i) any and all restrictions, covenants, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property; (ii) any loss or damage resulting from allegations or determinations that the transfer to Grantor was either a preferential or a fraudulent transfer under the bankruptcy or state insolvency laws.

Grantor has executed and delivered the Deed and has granted, bargained, sold and conveyed the Property, and Grantee has received and accepted this Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATION AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF

5?C-03-3100

THE PROPERTY OR WHICH AFFECT THE PROPERTY; (v) ANY CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PROPOSE, USE, DEVELOPMENT POTENTIAL, INGRESS, EGRESS OR OTHERWISE; (vi) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY OR AMOUNT OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee and Grantee's heirs, successors and assigns, forever; and it is agreed that Grantor and Grantor's heirs, successors, and assigns are hereby bound to warrant and forever defend, all and singular, the premises, unto the said Grantee and Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under Grantor, but not otherwise.

Taxes for the current year have been prorated as of the date hereof, and Grantee assumes and agrees to pay the same.

EXECUTED as of the 23rd day of July, 1998.

PARKER BROTHERS & COMPANY, INC.

By: _____
Robert R. Ferris, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of April, 1998 by Robert R. Ferris, President of PARKER BROTHERS & CO., INC., a Texas corporation, for and on behalf of said Texas corporation.

JANICE D. AMERSON
MY COMMISSION EXPIRES
February 20, 2002

Janice D. Amerson
Notary Public, State of Texas

My commission expires:
02-20-02

Notary Name Printed or Typed
Janice D. Amerson

LAND DATA SURVEYS, INC.
DON DENSON
Registered Professional Land Surveyor

52C-03-3100

EXHIBIT "A"

File No. 98-023A3

May 22, 1998

METES AND BOUNDS DESCRIPTION
0.7420 ACRES

A tract of land containing 0.7420 acres being part of and out of the residue of an original called 80 Acre Tract as cited in Volume 2821, Page 313 of the Harris County Deed Records (HCDR), in the J.T. Harrell Survey, Abstract No. 330, in Harris County, Texas; said 0.7420 acres being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the northerly right-of-way line of Interstate Highway 10 with the westerly line of SAN JACINTO RIVER ESTATES, a subdivision of land according to the map or plat thereof recorded in Volume 16, Page 9 of the Harris County Map Records, from which a found 1-inch iron pipe bears witness at N 00 deg. 38' 00" W, a distance of 1.77 feet (said pipe being as shown on plat of survey of the herein described tract prepared September 15, 1954 by R.M. Atkinson, PE);

THENCE, N 00 deg. 38' 00" W, along the westerly line of said called 80 Acre Tract as described in Volume 2821, Page 313, HCDR, and as indicated on said plat by Atkinson, at a distance of 640.00 feet pass a 5/8-inch iron rod set for reference, and continuing for a total distance of 662.55 feet to the water's edge of the southerly bank of the San Jacinto River;

THENCE, continuing EASTERLY along and with the meanders of the water's edge of the southerly bank of the San Jacinto River, for an approximate total distance of 4,474 feet to the point of intersection of the water's edge of the southerly bank of the San Jacinto River with the east line of said called 80 Acre Tract;

THENCE, S 00 deg. 38' 00" E, along the east line of said called 80 Acre Tract, at 45.73 feet, more or less, pass a 5/8-inch iron rod set for reference, and continuing for a total distance of 141.12 feet to the POINT OF BEGINNING;

THENCE, S 89 deg. 22' 00" W, for a distance of 100.00 feet to a point for corner;

THENCE, S 00 deg. 38' 00" E, for a distance of 323.20 feet to a point for corner;

THENCE, N 89 deg. 22' 00" E, for a distance of 100.00 feet to a point for corner, on the east line of the aforesaid called 80 Acre Tract;

P.O. Box 890027 • Houston, Texas 77289-0027
Office: (713) 643-8585 • Fax: (281) 332-0950

520-03-3170

THENCE, N 00 deg. 38' 00" W, along the easterly line of said 80 Acre Tract, for a distance of 323.20 feet to the POINT OF BEGINNING, of a tract containing 0.7420 acre of land.

STATE OF TEXAS
REGISTERED
DON DENSON
2068
PROFESSIONAL
LAND SURVEYOR

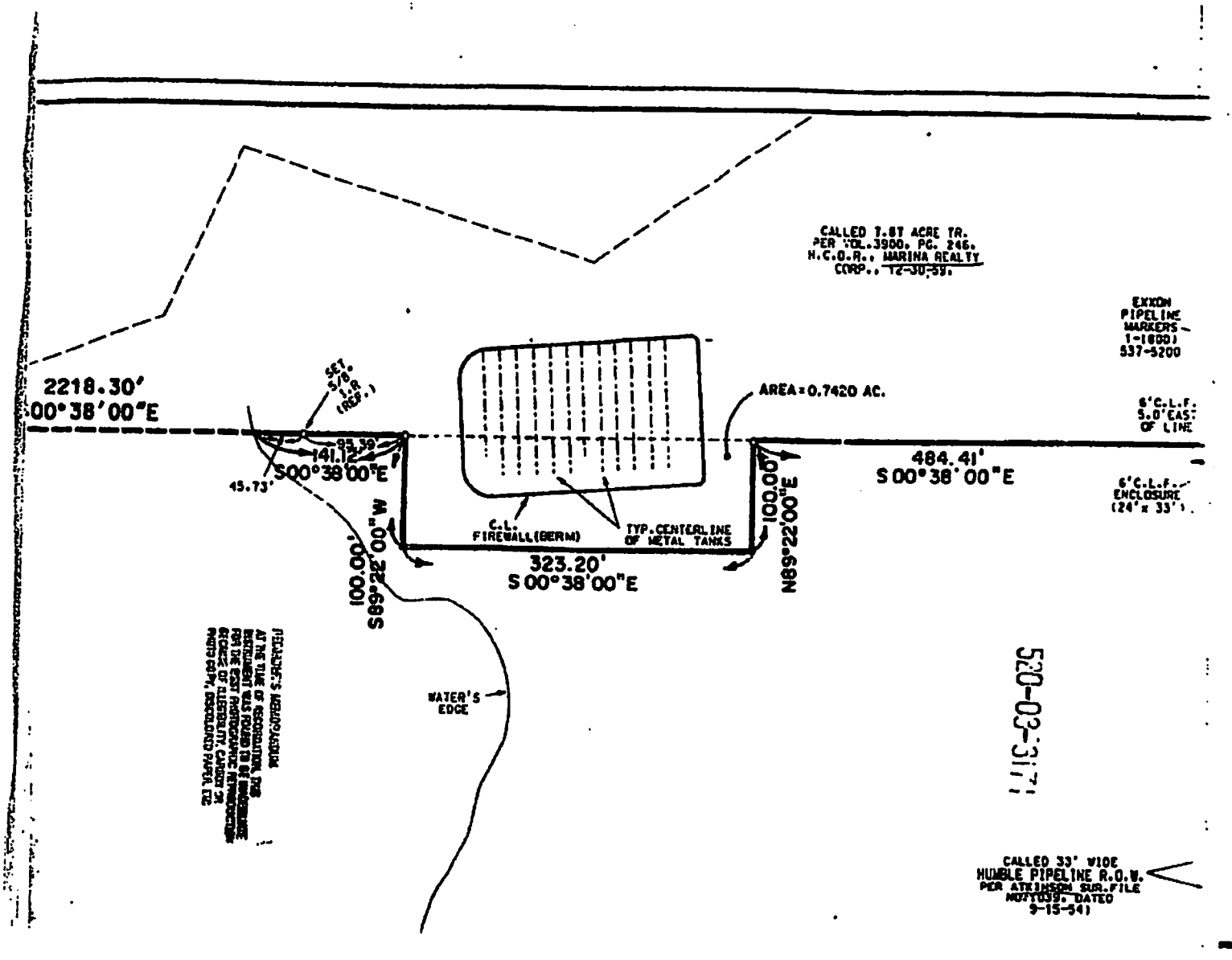
Date 5-22-98

Don Denson, RPLS # 2068; STATE OF TEXAS

FILED FOR RECORD
8:00 AM

JUL 27 1998

Beverly B. Kaufman
County Clerk, Harris County, Texas


CALLED 7.87 ACRE TR.
PER VOL.3900, PG. 246,
H.C.O.R., MARINA REALTY
CORP., 12-30-59.
EXXON
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(REF.)
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OF LINE
484.41'
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6'C.L.F.
ENCLOSURE
(24'x 33')
C.L.
FIREWALL(BERM)
TYP.CENTERLINE
OF METAL TANKS
100.00'
N89°22'00"E
323.20'
S 00°38'00"E
100.00'
S89°22'00"W
WATER'S
EDGE
520-03-3171
CALLED 33' WIDE
HUMBLE PIPELINE R.O.W.
PER ATKINSON SUR.FILE
NO7Y039, DATED
9-15-54)

520-03-3172

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

JUL 27 1998

Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

G654979 A 87052 C-5/8

08-27-86 99567 - 654979 LS B PD 9.00

165-86-0015

GENERAL WARRANTY DEED

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

THAT M. MICHAEL GORDON (a single man who has never been married) and FRANK F. SPATA (who is not joined by his wife herein for the reason that the real property hereinafter conveyed does not constitute or form any part of their residence or business homestead) both of the County of Harris, State of Texas, herein called Grantors, for and in consideration of the sum of TEN ($10.00) DOLLARS to them in hand paid by BIG STAR BARGE & BOAT CO., INC., a Texas Corporation, herein called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed;

HAVE GRANTED, SOLD and CONVEYED and do by these presents GRANT, SELL and CONVEY unto the Grantee the surface estate only in and to that certain tract of land containing 190.8 acres, more or less, out of the Josiah T. Harrell Survey, Abstract No. 330, Harris County, Texas, described as Tract Number One (1) in deed from Edward Shields, et ux. to M. Michael Gordon and Frank F. Spata, dated November 15, 1943 and recorded in Volume 1297, Page 16 of the Deed Records of Harris County, Texas, SAVE AND EXCEPT the following:

(a) 12.84 acres conveyed to the State of Texas for road purposes by deed, dated September 15, 1947, and recorded in Volume 1662, Page 489 of the Deed Records of Harris County, Texas; and

(b) 7.89 acres conveyed to Marina Realty Corporation by deed, dated December 30, 1959 and recorded in Volume 3900, Page 246 of the Deed Records of Harris County, Texas; and

(c) 20 acres conveyed to Virgill G. McGinnes, Trustee, by deed, dated August 12, 1965 and recorded in Volume 6037, Page 352 of the Deed Records of Harris County, Texas.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances therein in anywise

belonging, unto the Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVEF DEFEND all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Conveyance is made and accepted subject to any and all restrictions, easements, reservations and other conditions, if any, relating to the above described real property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Harris County, Texas, and more particularly to the following:

(a) All visible and apparent easements not of record in the Office of the County Clerk of Harris County, Texas.

(b) Unobstructed easement five (5) feet in width along the west property line of the property, together with an unobstructed aerial easement adjoining thereto ten (10) feet wide from a plane twenty (20) feet above the ground upward, granted to Houston Lighting and Power Company by unrecorded instrument, dated May 11, 1960, said easement being further located by Sketch No. AH-13867-H attached thereto.

(c) Easement for ingress and egress to San Jacinto River, over and across that certain 19.36 acre body of water known as Horton and Horton Cut, together with the right and privilege to construct and maintain docks or wharves, granted to Marina Realty Corporation as described in unrecorded instrument, dated November _____, 1967.

(d) Pipeline easement granted to Humble Pipe Line Company by instrument recorded in Volume 934, Page 485 of the Deed Records of Harris County, Texas, as defined and limited to a fifty (50) foot strip by instrument recorded in Volume 6050, Page 3 and in Volume 6179, Page 521, both of the Deed Records of Harris County, Texas.

(e) Easement for flare vent stack and elevated walkway granted to Humble Pipe Line Company by unrecorded instrument, dated August 29, 1968, said easement being located within the above described fifty (50) foot strip and further located on Humble Pipe Line Company Survey No. 1480, Sketch B-4955, dated August 7, 1968.

(f) Oil, Gas and Mineral Lease, dated October 5, 1979, by and between M. Michael Gordon and Frank F. Spata, as Lessors and Energetics, Inc., as Lessee, for a primary term of three (3) years with waiver of surface rights contained therein.

(g) Unrecorded lease agreement between Grantors herein, as Lessors, and Sterling & Sterling/Advertising, Inc., as Lessee, covering present placement of billboard or advertising sign; and which lease terminates on February 28, 1981.

EXECUTED at Houston, Texas, this 27 day of AUGUST, 1980 A.D.

M. MICHAEL GORDON

FRANK F. SPATA

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared M. MICHAEL GORDON, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of August, 1980.

Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared FRANK F. SPATA, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of August, 1980.

Notary Public in and for
Harris County, Texas.

Return to:
Big Star Barge
2918 Gray Ave
Pearland, Texas 77581

165-86-0018

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

AUG 27 1980

COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
AUG 27 3 42 PM 1980
COUNTY CLERK
HARRIS COUNTY, TEXAS

Big Star Barge & Boat Co., Inc.
2435 Broadway
Pearland, TX 77581

7008 1830 0000 5699 0134

160 PB87
6853 $06.49 SEP
647 0 MAILED FROM PEARLAND TX

ROBERT WERNE
Location:
SUPERFUN
Sender:
BIG STAR BARGE BOAT

09/27/10 11:46
1 c
092721114638

Mr. Robert Werner, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733