

234703

VOL 690 PAGE 497

DEEDS

THE STATE OF TEXAS |  
|  
COUNTY OF MONTGOMERY |

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT we, C. E. STANLEY, and wife LILLIAN V. STANLEY, JAMES V. BLACKLOCK, and wife MORIEL STANLEY BLACKLOCK, of the County of Montgomery, State of Texas, will hereinafter be designated as "GRANTOR", whether one or more and to include both the singular and the plural.

THAT, SAN JACINTO RIVER AUTHORITY, a body politic and corporate existing under and by virtue of the laws of the State of Texas, and having its principal offices in Conroe, Montgomery County, Texas, will hereinafter be designated as "GRANTEE".

THAT in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good, valuable and sufficient consideration, this day in cash paid to GRANTOR by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist.

GRANTOR has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE the fee simple title to the tracts or parcels of land, together with all improvements thereon, lying and being situated within the Wm. Atkins Survey, Abstract No. A-3, and the Jno. Corner Survey, Abstract No. A-8, Montgomery County, Texas, as hereinafter more particularly described as follows:

Beginning at a point in the most southerly southeast corner of the C. E. Stanley 887.45 (called) acre tract and the southwest corner of the S. W. Bilring 479.00 (called) acre tract;

Thence N. 44° 01' E. along a southeast boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract a distance of 653.00 feet to point for corner;

Thence N. 45° 53' E. continuing along a southeast boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract a distance of 913.30 feet to point for corner;

Thence N. 46° 26' E. continuing along a southeast boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract a distance of 1,194.27 feet to point for corner, said point being the place of beginning of the following described tract of land, said point also being on contour 201.0;

Thence along contour 201.0 as follows:

Thence	Angle	Distance	Unit
"	N. 70° 05' W.	15.39	feet
"	N. 82° 34' W.	216.68	"
"	S. 86° 43' W.	129.26	"
"	S. 85° 04' W.	205.36	"
"	S. 68° 24' W.	104.43	"
"	N. 18° 57' W.	93.82	"
"	N. 29° 38' W.	133.70	"
"	N. 20° 10' W.	141.07	"
"	N. 48° 29' W.	102.32	"
"	N. 76° 50' W.	279.35	"
"	N. 80° 25' W.	81.82	"
"	S. 83° 30' W.	122.92	"
"	S. 77° 05' W.	292.88	"
"	N. 80° 58' W.	52.10	"
"	S. 82° 10' W.	89.10	"
"	S. 75° 12' W.	127.04	"
"	S. 79° 40' W.	174.20	"
"	N. 47° 21' W.	110.36	"
"	N. 36° 59' W.	225.10	"
"	N. 15° 55' W.	237.73	"
"	N. 52° 13' W.	71.28	"
"	N. 68° 43' W.	420.50	"
"	N. 65° 47' W.	103.05	"
"	N. 51° 51' W.	96.90	"

Thence N. 53° 19' W. continuing along contour 201.0 a distance of 150.79 feet to point for corner, said point being in the west boundary line of said C. E. Stanley tract and the east boundary line of the Clara B. Stewart Est. 564.60 (called) acre tract;

Thence N. 9° 21' W. along the west boundary line of said C. E. Stanley tract and the east boundary line of said Clara B. Stewart Est. tract, and along the fence thereon a distance of 356.13 feet to point for corner;

Thence N. 9° 14' W. continuing along the west boundary line of said C. E. Stanley tract and the east boundary line of said Clara B. Stewart Est. tract and along the fence thereon a distance of 642.50 feet to point for corner, said point being on contour 201.00;

Thence along contour 201.0 as follows:

Thence				feet
"	S.	79° 46'	E.	161.65
"	S.	82° 20'	E.	235.37
"	N.	72° 44'	E.	86.90
"	S.	25° 04'	E.	62.22
"	S.	50° 31'	E.	178.54
"	S.	69° 31'	E.	481.65
"	N.	80° 02'	E.	156.80
"	N.	23° 55'	E.	129.38
"	N.	13° 17'	W.	114.46
"	N.	63° 32'	E.	362.72
"	N.	52° 28'	E.	169.52
"	N.	22° 09'	E.	124.87
"	N.	5° 10'	W.	184.62
"	N.	14° 39'	W.	383.16
"	N.	28° 28'	W.	152.82
"	N.	43° 52'	W.	360.12
"	N.	30° 42'	W.	223.45
"	N.	42° 15'	W.	164.06
"	N.	64° 12'	W.	121.35
"	N.	81° 44'	W.	158.63
"	S.	70° 09'	W.	139.80
"	S.	56° 02'	W.	348.40 <sup>40</sup>
"	S.	81° 53'	W.	129.10
"	N.	71° 23'	W.	133.70
"	N.	36° 37'	W.	60.60
"	N.	12° 23'	W.	73.30
"	N.	10° 11'	W.	137.00
"	N.	19° 44'	W.	258.98
"	N.	27° 26'	W.	87.12
"	N.	32° 04'	W.	145.40
"	N.	37° 33'	W.	177.97
"	N.	42° 52'	W.	116.65

Thence N. 47° 15' W. continuing along contour 201.0 a distance of 135.32 feet to point for corner, said point being in the west boundary line of said Clara B. Stewart Est. tract;

Thence N. 9° 21' W. along the west boundary line of said C. E. Stanley tract and the east boundary line of said Clara B. Stewart Est. tract and along the fence thereon a distance of 1,842.84 feet to point for corner, said point being the northwest corner of said C. E. Stanley Tract, said point also being in the south boundary line of the Wesley J. Smith Hrs. 600.00 (called) acre tract;

Thence S. 86° 45' E. along the north boundary line of said C. E. Stanley tract and the south boundary line of said Wesley J. Smith Hrs. tract, and along the fence thereon a distance of 78.18 feet to point for corner, said point being on contour 201.0;

Thence along contour 201.0 as follows:

Thence	S. 24° 54' W.	53.66	feet
"	S. 28° 32' E.	66.22	"
"	N. 76° 20' E.	56.40	"

Thence N. 40° 10' E. continuing along contour 201.0 a distance of 111.90 feet to point for corner, said point being in the north boundary line of said C. E. Stanley tract and the south boundary line of said Wesley J. Smith Hrs. tract;

Thence S. 86° 45' E. along the north boundary line of said C. E. Stanley tract and the south boundary line of said Wesley J. Smith Hrs. tract, and along the fence thereon a distance of 37.49 feet to point for corner, said point being on contour 201.0;

Thence along contour 201.0 as follows:

Thence	S. 27° 09' E.	346.41	feet
"	S. 83° 37' E.	119.57	"
"	S. 78° 22' E.	115.55	"
"	S. 69° 11' E.	177.13	"
"	S. 66° 41' E.	89.00	"
"	N. 54° 44' E.	77.07	"
"	N. 78° 15' E.	66.09	"
"	S. 25° 50' E.	162.28	"
"	S. 11° 53' W.	86.70	"
"	S. 23° 06' E.	77.60	"
"	S. 60° 59' E.	89.67	"
"	S. 55° 15' E.	127.13	"
"	S. 36° 25' E.	71.62	"
"	S. 72° 11' E.	84.75	"
"	N. 78° 08' E.	38.06	"
"	N. 26° 32' E.	52.06	"
"	S. 58° 49' E.	108.41	"
"	S. 53° 21' E.	106.56	"
"	S. 43° 29' E.	69.38	"
"	S. 29° 39' E.	94.79	"
"	S. 13° 21' E.	86.37	"
"	S. 16° 31' E.	88.50	"
"	S. 43° 24' E.	111.46	"
"	S. 75° 38' E.	85.65	"
"	S. 27° 35' E.	39.20	"
"	S. 55° 56' W.	65.77	"
"	S. 4° 55' W.	37.70	"
"	S. 48° 48' E.	58.65	"
"	S. 89° 42' E.	100.05	"
"	N. 86° 07' E.	144.75	"
"	S. 59° 02' E.	132.30	"
"	S. 81° 17' E.	72.28	"
"	N. 79° 36' E.	95.82	"
"	N. 89° 39' E.	121.95	"

Thence	Direction	Distance	Feet
"	N. 81° 35' E.	187.18	Feet
"	S. 61° 07' E.	63.84	"
"	S. 50° 57' E.	61.57	"
"	S. 60° 12' E.	80.90	"
"	S. 65° 04' E.	83.92	"
"	S. 25° 24' E.	35.65	"
"	S. 40° 36' W.	51.80	"
"	S. 18° 31' W.	138.78	"
"	S. 16° 23' W.	154.68	"
"	S. 2° 51' W.	69.38	"
"	S. 27° 26' W.	70.36	"
"	S. 42° 44' E.	89.30	"
"	S. 54° 14' E.	78.30	"
"	S. 68° 33' E.	147.55	"
"	S. 58° 36' E.	91.25	"
"	S. 12° 55' E.	80.10	"
"	S. 24° 16' E.	159.50	"
"	S. 53° 46' E.	246.55	"
"	N. 81° 18' E.	142.10	"
"	S. 43° 58' E.	144.50	"
"	S. 12° 45' E.	169.58	"
"	S. 21° 32' E.	143.50	"
"	S. 18° 47' E.	127.78	"
"	S. 86° 07' E.	139.70	"
"	N. 68° 13' E.	173.75	"
"	N. 76° 58' E.	101.10	"
"	N. 54° 44' E.	176.70	"
"	N. 44° 20' E.	368.05	"
"	N. 29° 17' E.	135.80	"
"	N. 26° 33' W.	98.44	"
"	N. 4° 56' W.	80.18	"
"	S. 23° 37' E.	76.31	"
"	S. 35° 06' E.	94.52	"
"	S. 4° 25' E.	99.60	"
"	S. 12° 58' W.	206.78	"
"	S. 25° 55' W.	190.78	"
"	S. 47° 51' W.	193.00	"
"	S. 7° 22' W.	150.00	"
"	S. 26° 51' W.	105.36	"
"	S. 5° 06' E.	99.74	"
"	S. 36° 15' E.	169.20	"
"	S. 84° 41' E.	194.78	"
"	S. 71° 31' E.	77.50	"
"	S. 31° 35' E.	119.84	"
"	S. 58° 26' E.	42.70	"
"	S. 47° 36' E.	73.60	"
"	S. 42° 10' E.	61.40	"
"	S. 17° 43' E.	146.80	"
"	S. 75° 02' E.	80.80	"
"	N. 69° 17' E.	77.15	"
"	S. 69° 12' E.	105.73	"
"	N. 73° 05' E.	88.20	"
"	N. 11° 10' W.	116.78	"
"	N. 34° 03' E.	136.40	"
"	S. 74° 43' E.	120.37	"
"	N. 51° 44' E.	134.50	"
"	N. 21° 26' W.	233.35	"
"	N. 36° 33' W.	93.55	"
"	N. 56° 59' W.	66.20	"
"	N. 6° 55' W.	114.05	"
"	N. 4° 11' E.	62.31	"
"	N. 20° 49' E.	79.85	"

Thence	N. 33° 50' E.	84.33	feet
"	S. 83° 18' E.	408.78	"
"	S. 63° 41' E.	183.03	"
"	S. 46° 52' E.	166.10	"
"	S. 58° 04' E.	187.52	"
"	S. 67° 44' E.	101.45	"
"	S. 60° 44' E.	141.88	"
"	S. 56° 44' E.	178.35	"

Thence S. 64° 50' E. continuing along contour 201.0 a distance of 115.05 feet to point for corner, said point being in an east boundary line of said C. E. Stanley tract and a west boundary line of the Dan H. Madeley 3,562.43 (called) acre tract, said point also being S. 0° 31' W. a distance of 161.97 feet from a northwest corner of said Dan H. Madeley tract;

Thence S. 0° 02' E. along an east boundary line of said C. E. Stanley tract and a west boundary line of said Dan H. Madeley tract, and along the fence thereon a distance of 1,282.20 feet to point for corner, said point being in the north boundary line of said S. W. Bilsing tract;

Thence N. 74° 51' W. along a south boundary line of said C. E. Stanley tract and the north boundary line of said S. W. Bilsing tract, and along the fence thereon, a distance of 538.61 feet to point for corner;

Thence N. 73° 55' W. continuing along a south boundary line of said C. E. Stanley tract and the north boundary line of said S. W. Bilsing tract, and along the fence thereon, a distance of 673.62 feet to point for corner;

Thence S. 46° 42' W. along a southeast Boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract, and along the fence thereon, a distance of 1,015.85 feet to point for corner;

Thence S. 45° 21' W. continuing along a southeast boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract and along the fence thereon, a distance of 619.35 feet to point for corner;

Thence S. 46° 40' W. continuing along a southeast boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract a distance of 388.50 feet to point for corner;

Thence S. 46° 26' W. continuing along a southeast boundary line of said C. E. Stanley tract and the northwest boundary line of said S. W. Bilsing tract, and along the fence thereon, a distance of 382.13 feet to the place of beginning containing 386.68 acres of land, more or less.

It is especially understood and agreed that while there are not conveyed and there are not included within the foregoing description of the lands hereby conveyed certain gullies, low areas, arms or inlets which extend inwardly from the lands conveyed hereby back into the remaining lands of GRANTOR not conveyed hereby; that is, while it appears from the foregoing field notes that the boundary separating the lands hereby conveyed from the GRANTOR'S remaining lands not hereby conveyed, is in general along the 201.0 contour above mean sea level, there are certain points at which instead of following such contour toward the source or upper end of such gullies, low areas, arms or inlets, the boundary or "severance" line extends across such gullies, low areas, arms, or inlets. A consideration of this conveyance and of the purchase by the GRANTEE evidenced hereby is that the GRANTEE shall have the right and authority and a permanent easement to overflow, flood and back water from a reservoir to be constructed by GRANTEE into said gullies, low areas, arms or inlets. Development for and production of oil, gas or other minerals upon and under the inundated portions of such gullies, low areas, arms and inlets shall be subject to the same provisions with reference to the manner of drilling, exploration and production as is provided herein for the surface of such lands hereby conveyed.

There is reserved from the conveyance hereby made all of the timber on the above described lands which is removed therefrom by GRANTOR within a period of three (3) months from date of execution of this deed; provided nevertheless, that the within and foregoing reserved estate in the timber, whether cut or uncut, shall absolutely cease and terminate as to all of such timber which is not removed from said lands within the time above

provided; and by virtue of this conveyance the title to any of the timber not removed within such time shall at the expiration of such time vest in GRANTEE.

There is also reserved from the conveyance hereby made all the oil, gas and other minerals underneath or underlying the lands hereby conveyed, subject and subordinate however to the right of GRANTEE to construct, maintain and operate on and over the above-described lands, or adjacent thereto, a reservoir for impounding water; provided, further, that GRANTOR, their heirs, successors and assigns shall not have the right by virtue of this reservation to drill upon or explore for, develop or produce any oil, gas or other minerals on or above the surface of the lands hereby conveyed. In the event GRANTOR, their heirs, successors and assigns, desire to undertake angle or directional drilling upon any lands other than the lands conveyed hereby, that are owned or retained by them, such drilling exploration and production shall be performed and conducted so as not to endanger, damage, contaminate or pollute the said reservoir or water supply created thereby. In such event, and during any such angle or directional drilling, exploration or production of oil, gas or other minerals, GRANTOR, their heirs, successors, and assigns shall dispose of any and all materials, waste matter, or otherwise so that it shall in no way drain off, flow into or be deposited, in any manner, into the said reservoir; and GRANTOR, their heirs, successors and assigns shall be liable in damages to GRANTEE for any pollution, damage or injury to the said reservoir and water supply created thereby resulting from the drilling, exploration or production of oil, gas or other minerals.



GRANTOR does hereby further grant and convey to GRANTEE, and GRANTEE, its agents and representatives, shall have along the entire border of the reservoir where it touches upon or abuts the retained or remaining lands of GRANTOR, their heirs, successors and assigns, and within the aforesaid gullies, low areas, arms or inlets, the right (but not the duty nor obligation) to enter upon any of said lands at any time or times hereafter to clear, remove, destroy or dispose of any trees, underbrush, trash, obstructions, debris or any other thing which would in any way pollute the said reservoir or interfere with the construction, maintenance and operation of the reservoir or tend to render the same inaccessible, unsafe or unsanitary; including the right, but not limited thereto, to prevent pollution or contamination of the said reservoir up to the level to which the waters thereof may actually from time to time wash or rise and the right to prevent the construction of or to remove any building, structure, improvement or any other thing located or to be located on said lands.

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, its successors and assigns forever; and GRANTOR does hereby bind themselves, their heirs, assigns, successors, executors and administrators to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof whatsoever.

This conveyance is made to consummate a negotiated sale of the above-described lands in lieu of condemnation proceedings and the consideration paid to GRANTOR includes and covers all damages

and claims which GRANTOR might have asserted in condemnation proceedings.

EXECUTED this 22<sup>nd</sup> day of July 1969

*C. E. Stanley*  
C. E. STANLEY

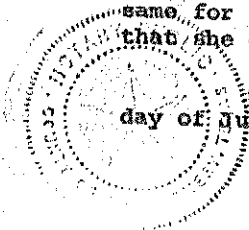
*Lillian V. Stanley*  
LILLIAN V. STANLEY

*James V. Blacklock*  
JAMES V. BLACKLOCK

*Moriel Stanley Blacklock*  
MORIEL STANLEY BLACKLOCK

STATE OF TEXAS     X  
                              I  
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. E. STANLEY and LILLIAN V. STANLEY, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said LILLIAN V. STANLEY, wife of the said C. E. STANLEY, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said LILLIAN V. STANLEY acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

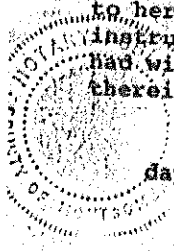


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of July, A. D. 1969.

*Harold E. Barrett*  
Notary Public in and for  
Montgomery County, Texas

STATE OF TEXAS        X        ; VOL 690 PAGE 507  
                              X  
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAMES V. BLACKLOCK and MORIEL STANLEY BLACKLOCK, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said MORIEL STANLEY BLACKLOCK, wife of the said JAMES V. BLACKLOCK having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said MORIEL STANLEY BLACKLOCK acknowledged such instrument to be her act and deed, and she 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 the 22<sup>nd</sup> day of July, A. D. 1969.

Harold E. Barrett  
Notary Public in and for  
Montgomery County, Texas

FILED FOR RECORD  
AT 4 O'CLOCK P. M.

AUG 4 1969

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By W. W. Thompson Deputy