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THE STATE OF TEXAS (:
COUNTY OF MONTGOMERY)

GENERAL WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS:

That we, LILLIE MATTHEWS, a widow, of Montgomery County, Texas; MELVIN A. MATTHEWS of Caddo Parish, Louisiana; KENNETH MATTHEWS of Mississippi County, Arkansas; UDELL MATTHEWS of Dallas County, Texas; and MAE BROWN, joined herein pro forma by her husband, RAYMOND O. BROWN, of Montgomery County, Texas, will hereinafter be designated as "GRANTOR", to include both the singular and the plural.

That, SAN JACINTO RIVER AUTHORITY, a body politic and corporate existing under 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 NINETEEN THOUSAND THREE HUNDRED FIFTEEN AND 20/100 (\$ 19,315.20) DOLLARS this day cash in hand paid to GRANTOR by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, 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 tract or parcel of land, together with all improvements thereon, lying and being situated within the William C. Clark Survey, Abstract Number A-6, Montgomery County, Texas as hereinafter more particularly described as follows:

BEGINNING at a point in a west boundary line of the K. M. Matthews Estate 90.5 (called) acre tract and an east boundary line of the J. L. Weisinger tract, said point being N. 03' E. a distance of 829.47 feet from the southwest corner of said K. M. Matthews tract, said point also being on contour 261.00;

THENCE N. 0° 03' E. along said west boundary line of said K. M. Matthews tract and said east boundary line of the J. M. Weisinger tract, a distance of 87.79 feet to point for corner;

THENCE S. 89° 38' E. along a north boundary line of said K. M. Matthews tract and a south boundary line of said J. M. Weisinger tract, and along the fence thereon, a distance of 1,397.50 feet to point for corner;

THENCE North along a west boundary line of said K. M. Matthews tract and an east boundary line of said J. M. Weisinger tract, and along the fence thereon a distance of 1,474.99 feet to point for corner;

THENCE S. 88° 46' E. along a north boundary line of said K. M. Matthews tract and the south boundary line of the Maggie Ella Cartwright 142.2 (called) acre tract, and along the fence thereon a distance of 1,187.89 feet to point for corner;

THENCE S. 0° 11' W. along the east boundary line of said K. M. Matthews tract and the west boundary line of the San Jacinto River Authority's 29.60 acre tract a distance of 1,210.62 feet to point for corner;

THENCE S. 0° 28' E. continuing along the east boundary line of said K. M. Matthews tract and along the west right of way line of the McCaleb Road a distance of 1,089.99 feet to point for corner, said point being in the center line of a road.

THENCE S. 86° 27' W. along the south boundary line of said K. M. Matthews tract and along said center line of said road a distance of 661.80 feet to point for corner, said point being on contour 201:00;

THENCE along contour 201.00 as follows:

THENCE	N. 61° 09' W.	197.90 feet
"	N. 51° 28' W.	170.58 "
"	N. 76° 46' W.	135.97 "
"	N. 43° 14' W.	134.30 "
"	S. 84° 36' W.	107.15 "
"	S. 49° 19' W.	107.30 "
"	S. 29° 26' W.	126.76 "
"	S. 73° 28' W.	95.90 "

THENCE	N. 51° 10' W.	186.00 feet
"	N. 77° 18' W.	57.45 "
"	S. 52° 49' W.	123.80 "
"	S. 29° 34' W.	136.42 "
"	S. 54° 53' W.	170.20 "
"	N. 46° 54' W.	150.15 "
"	N. 11° 58' W.	128.85 "
"	N. 17° 03' W.	145.80 "
"	N. 3° 40' W.	158.49 "
"	N. 19° 33' W.	128.50 "
"	S. 71° 46' W.	118.28 "
"	N. 52° 37' W.	68.15 "
"	N. 16° 32' W.	146.15 "

THENCE N. 64° 27' W. continuing along contour 201.00 a distance of 74.10 feet to the place of beginning containing 80.48 acres of land more or less.

This conveyance is made and accepted subject to and in further consideration of the reservations, conditions, exceptions and provisions hereinafter stated.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any way belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind themselves, their heirs, assigns, 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.

The lands hereby conveyed are being acquired by GRANTEE for the purpose of inundating the same or substantially all thereof by the waters which will be impounded in a reservoir above a dam which the GRANTEE proposes and intends to construct on the San Jacinto River.

In consideration of this purchase, and for the consideration hereinabove acknowledged, GRANTOR, for themselves, their heirs and assigns and their and their successors in title, hereby release GRANTEE from liability for damages and release GRANTEE from liability for any "taking" of property, resulting from overflowing, siltation or flooding, that may now or in the future occur, whether direct or indirect, of any other or remaining lands owned by GRANTOR occasioned or caused by the construction, operation or maintenance of said dam.

There is reserved and excepted from the conveyance hereby made all of the timber on the above described lands which is removed therefrom by GRANTOR within a period of one (1) year from date of written notice to GRANTOR by GRANTEE to so remove said timber; 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 the GRANTEE:

There is also reserved and excepted from the conveyance hereby made all the oil, gas and other minerals underneath or underlying the lands hereby conveyed; provided, however, that neither the GRANTOR herein, nor their heirs or assigns shall have any right by virtue of such reservation of the oil, gas and other minerals to drill upon or develop for any minerals on or above the surface of such lands hereby

conveyed. In the event GRANTOR, their heirs and assigns desire to undertake angle or directional drilling upon lands owned and retained by them, such drilling, exploration and production shall be handled, performed and conducted so as not to endanger, damage or pollute the reservoir and source of water supply, and all waste matter and contaminated substances caused or produced thereby shall be taken care of by and at the expense of GRANTOR, their heirs or assigns, or the owner of such mineral estate; and in case salt water is produced by or through such well or wells such salt water shall be reinjected to the bottom of the horizon from which it was produced, or otherwise disposed of so as not to pollute in any way the reservoir or source of water supply; and GRANTOR or the owner or owners of such mineral estate prospecting for or developing the same shall be responsible for any damage or injury to the dam, reservoir, or source of water supply resulting from the drilling, exploration or production of any well drilled for oil, gas or other minerals.

There are not conveyed and there are not included within the foregoing description of the lands hereby conveyed the portions or certain low areas which extend inwardly from the land conveyed back into the land not conveyed hereby, that is to say, while it appears from the foregoing field notes that the boundary separating the lands hereby conveyed from GRANTOR'S remaining lands not hereby conveyed, is in general along approximately the 201.00 contour above mean sea level, there are certain points at which instead of following such contour up toward the source or upper end of

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such gullies or low areas, the boundary or "severance" line crosses across such gullies, low areas, or arms or inlets. A consideration of this conveyance and of the purchase of the GRANTEE evidenced hereby is that the GRANTEE shall have the right and authority to flood and back water from the reservoir into such portions of said arms or inlets. Within such arms and inlets the GRANTEE shall have the right but not the duty or obligation at all times to patrol the same and to clean and remove therefrom trees, underbrush, other vegetation and debris and to enforce therein the same rules and regulations both present and future with respect to pollution or contamination of the water of such arms and inlets that are or may be applied to the reservoir proper. It is agreed, however, that GRANTOR, their heirs or assigns, reserves and shall have the right to evict any and all trespassers on such portion of such arms or inlets except agents or representatives of the GRANTEE working in, patrolling, or inspecting such arms and inlets on official business. Development for and production of oil, gas or other minerals within and under the inundated portions of such arms and inlets shall be subject to the same provisions as to the manner of the drilling, exploration and producing, as hereinabove provided in the matter of the surface of such lands hereby conveyed.

It is anticipated that all or substantially all of the land hereby conveyed will be inundated by the water impounded above the dam which the GRANTEE intends to construct, the elevation of the spillway to be 201.0 feet above mean sea

level, and it is accordingly anticipated that the water above the dam will ordinarily rise to above such level, which will result in the covering and inundating as aforesaid of substantially all of the land hereby conveyed. It is recognized, however, that due to wind and wave action the water may even under ordinary conditions wash and rise several feet higher, and that in times of flood or storm the water level in the reservoir may rise several feet above such ordinary level and that this combined with wind and wave action may result in washing and wave action to a still greater height. In consideration of this purchase and upon and for the consideration hereinabove acknowledged, GRANTOR for themselves, their heirs and assigns, waives and releases any claim or cause of action for damage or injury, if any, which may ever be suffered by any of the remainder of the tract of land out of which the lands hereby conveyed are taken arising from water soaking and absorption, erosion, flood, or wave action by or from the waters of the reservoir, and the GRANTEE shall have along the entire border of its reservoir where it touches upon remaining lands of GRANTOR herein, the right of clearing and removing trees, underbrush, and other debris, and the prevention of pollution or contamination up to the level to which the water may actually from time to time wash or rise.

EXECUTED this 25th day of June, 1963

Lillie Matthews
Lillie Matthews

Malvin A. Matthews
Malvin A. Matthews

Kenneth Matthews
Kenneth Matthews

Udell Matthews
Udell Matthews

Mae Brown
Mae Brown

Raymond O. Brown
Raymond O. Brown

THE STATE OF TEXAS :
:
COUNTY OF MONTGOMERY:

Before me, the undersigned authority, on this day personally appeared LILLIE MATTHEWS, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of June, 1963.

Rich Evans
Notary Public within and for
Montgomery County, Texas

THE STATE OF LOUISIANA :
:
CALDO PARISH

Before me, the undersigned authority, on this day personally appeared MELVIN A. MATTHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of June, 1963.

Melvin A. Matthews
MELVIN A. MATTHEWS

MC L...
Notary Public in and for
Caddo Parish, Louisiana



