

THE STATE OF TEXAS }
 COUNTY OF MONTGOMERY }

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, GEORGE S. WEISINGER, and wife, NELLIE B. WEISINGER, of the County of Montgomery, State of 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 TWELVE THOUSAND THREE HUNDRED NINETY-SIX AND NO/100 (\$12,396.00) 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 Wm. Atkins Survey, Abstract Number 3, Montgomery County, Texas as hereinafter more particularly described as follows:

TRACT # 1

BEGINNING at the most easterly northeast corner of the George S. Weisinger original 90.46 acre tract, said point being the northwest corner of the V. E. and T. E. Weisinger 64.79 acre tract, said point also being in the south line of the W. S. Weisinger 166.80 acre tract;

THENCE S. 0° 57' W. along the east line of said George S. Weisinger tract and the west line of said V. E. and T. E. Weisinger tract, and along the fence thereon, a distance of 333.73 feet to point for corner, said point being on contour 201.00;

THENCE continuing along contour 201.00 as follows:

THENCE	N. 55° 40' W.	110.90 feet
"	N. 8° 06' W.	72.80 "
"	N. 65° 24' W.	83.90 "
"	N. 83° 10' W.	61.10 "
"	N. 56° 46' W.	97.70 "
"	N. 46° 32' W.	76.70 "

THENCE N. 50° 35' W. continuing along contour 201.00 a distance of 35.92 feet to point for corner, said point being S. 50° 35' E. a distance of 22.78 feet from the center of traveled portion of the old Willis-Montgomery Road;

THENCE N. 68° 02' E. parallel with and 20.00 feet normal to the centerline of traveled portion of said road a distance of 101.64 feet to point for corner, said point being the most northerly northeast corner of said George S. Weisinger tract, said point also being the northwest corner of said W. S. Weisinger tract;

THENCE S. 23° 32' E. along the east line of said George S. Weisinger tract and the west line of said W. S. Weisinger tract, and along the fence thereon, a distance of 28.44 feet to point for corner, said point being a corner of said George S. Weisinger tract, said point also being the most westerly southwest corner of said W. S. Weisinger tract;

THENCE N. 87° 08' E. along the north line of said George S. Weisinger tract and the south line of said W. S. Weisinger tract, and along the fence thereon a distance of 304.79 feet to the most easterly northeast corner of said George S. Weisinger tract and the place of beginning, containing 2.00 acres of land, more or less.

TRACT # 2

BEGINNING at a point in the east line of the George S. Weisinger original 90.46 acre tract and the west line of the V. E. and T. E. Weisinger 64.79 acre tract, said point being S. 0° 57' W. a distance of 721.14 feet from the most easterly northeast corner of said George S. Weisinger tract, said point also being on contour 201.00;

THENCE continuing along contour 201.00 as follows:

THENCE	S. 59° 22' W.	67.20 feet
"	S. 80° 30' W.	101.50 "
"	S. 64° 55' W.	118.80 "
"	S. 65° 28' W.	75.30 "
"	S. 78° 57' W.	98.70 "
"	S. 87° 19' W.	215.80 "
"	S. 71° 03' W.	80.00 "
"	S. 88° 22' W.	88.80 "
"	S. 38° 43' W.	97.30 "
"	S. 31° 17' E.	105.70 "
"	S. 25° 21' E.	94.00 "
"	S. 12° 31' W.	171.10 "
"	S. 64° 55' W.	64.70 "
"	N. 61° 24' W.	145.00 "
"	S. 9° 51' W.	123.00 "
"	S. 13° 35' W.	79.70 "
"	S. 58° 49' W.	124.20 "
"	N. 75° 06' W.	106.30 "
"	N. 58° 54' W.	82.00 "
"	N. 41° 59' W.	81.10 "
"	N. 33° 09' W.	82.70 "

THENCE	N. 39° 29' W.	38.30 feet
"	N. 87° 15' W.	86.20 "
"	S. 58° 10' W.	79.80 "
"	S. 40° 14' W.	89.00 "
"	S. 35° 28' W.	100.30 "
"	S. 85° 57' W.	<u>89.40 "</u>

THENCE N. 76° 56' W. continuing along contour 201.00 a distance of 87.30 feet to point for corner, said point being in a west line of said George S. Weisinger tract and an east line of the Agnes Mae Marsh Kowis 86.00 acre tract;

THENCE N. 13° 57' W. along the west line of said George S. Weisinger tract and the east line of said Agnes Mae Marsh Kowis tract and along the fence thereon, a distance of 32.85 feet to point for corner;

THENCE S. 76° 01' W. along a south line of said George S. Weisinger tract and a north line of said Agnes Mae Marsh Kowis tract and along the fence thereon, a distance of 66.12 feet to point for corner, said point being on contour 201.00;

THENCE N. 70° 20' W. continuing along contour 201.00 a distance of 100.20 feet to point for corner;

THENCE S. 18° 37' E. continuing along contour 201.00 a distance of 55.22 feet to point for corner, said point being in said south line of said George S. Weisinger tract and said north line of said Agnes Mae Marsh Kowis tract;

THENCE N. 76° 01' E. along said south line of said George S. Weisinger tract and said north line of said Agnes Mae Marsh Kowis tract, and along the fence thereon, passing contour 201.00 at a distance of 80.39 feet and continuing for a total distance of 146.51 to point for corner;

THENCE S. 13° 57' E. along the west line of said George S. Weisinger tract and the east line of said Agnes Mae Marsh Kowis tract, and along the fence thereon, passing contour 201.00 at a distance of 32.85 feet and continuing for a total distance of 527.10 feet to point for corner;

THENCE N. 77° 47' E. along a south line of the said George S. Weisinger tract and a north line of said Agnes Mae Marsh Kowis tract a distance of 407.12 feet to point for corner;

THENCE S. 14° 51' E. along a west line of said George S. Weisinger tract and an east line of said Agnes Mae Marsh Kowis tract, and along the fence thereon, a distance of 555.45 feet to point for corner;

THENCE S. 15° 05' E. continuing along the west line of said George S. Weisinger tract and the east line of said Agnes Mae Marsh Kowis tract, a distance of 555.50 feet to point for corner, said point being N. 15 deg. 05' W. a distance of 17.00 feet from the centerline of Martin Creek and the southwest corner of the said George S. Weisinger tract;

THENCE N. 42° 53' E. a distance of 87.68 feet to point, said point being 19.00 northerly of the centerline of Martin Creek;

THENCE N. 48° 39' E. a distance of 127.05 feet to point, said point being 20.00 feet northerly of the centerline of Martin Creek;

THENCE N. 52° 34' E. a distance of 127.53 feet to point, said point being 18.00 feet northerly of the centerline of Martin Creek;

THENCE N. 8° 47' E. a distance of 53.17 feet to point, said point being 20.00 northwesterly of the centerline of Martin Creek;

THENCE N. 63° 27' E. a distance of 202.38 feet to point, said point being 14.00 feet northerly of the centerline of Martin Creek;

THENCE N. 9° 13' E. a distance of 106.20 feet to point, said point being 20.00 feet northwesterly of the centerline of Martin Creek;

THENCE N. 67° 00' E. a distance of 169.57 feet to point, said point being 15.00 feet northerly of the centerline of Martin Creek;

THENCE N. 23° 18' W. a distance of 42.37 feet to point, said point being 15.00 feet westerly of the centerline of Martin Creek;

THENCE N. 23° 08' E. a distance of 82.91 feet to point, said point being 15.00 feet northwesterly of the center line of Martin Creek;

THENCE N. 57° 58' E. a distance of 42.48 feet to point, said point being 14.00 feet northerly of the centerline of Martin Creek;

THENCE S. 87° 51' E. a distance of 49.20 feet to point, said point being 17.00 feet northerly of the centerline of Martin Creek;

THENCE N. 78° 45' E. a distance of 58.87 feet to point, said point being 15.00 feet northerly of the centerline of Martin Creek;

THENCE N. 60 deg. 10' E. a distance of 68.60 feet to point, said point being 16.00 feet northerly of the centerline of Martin Creek;

THENCE N. 73° 21' E. a distance of 54.70 feet to point, said point being 16.00 feet northerly of the centerline of Martin Creek;

THENCE S. 79° 15' E. a distance of 99.36 feet to point, said point being 25.50 feet northerly of the centerline of Martin Creek;

THENCE N. 69° 14' E. a distance of 91.04 feet to point in the east line of the said George S. Weisinger tract and the west line of the said V. E. and T. E. Weisinger tract, said point being N. 0° 34' E., a distance of 21.63 feet from the southeast corner of the said George S. Weisinger tract and the centerline of Martin Creek;

THENCE N. 0° 34' E. along the east line of the said George S. Weisinger tract and the west line of the said V. E. and T. E. Weisinger tract and along the fence thereon, a distance of 1,484.61 feet to point for corner, said point being on contour 201.00 and the place of beginning, containing 49.05 acres of land, more or less.

There is an area comprising 0.60 acres of land lying and being situated between the above described southerly line of the aforesaid Tract #2 and the centerline meander of Martin Creek which tract shall be considered as and deemed to be for the purposes of this conveyance enclosed and included within the above described lands, so that the total number of acres contained in Tract #2 is 49.65 acres of land, more or less.

The total acres of this conveyance shall be 2.00 acres of Tract #1 and 49.65 acres of Tract #2, comprising 51.65 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 successors in title, hereby releases GRANTEE from liability for damages, and releases 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 to be 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, desires 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 re-injected 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 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 by 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 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 201.00 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 inundated 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.

This Deed is re-executed in lieu of and for the purpose of correcting the property description of TRACT #2, as set out in that certain Deed from GRANTOR to GRANTEE, bearing date of July 25, 1963, and duly recorded in Volume

547, Page 16, et seq., Deed Records, Montgomery County, Texas.

The herein corrected changes of the field note description of said tract are underlined, on Pages 2 and 3 hereof.

EXECUTED this 30th day of March, 1967.

George S. Weisinger
George S. Weisinger

Nellie B. Weisinger
Nellie B. Weisinger

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a Notary Public in and for said County and state, on this day personally appeared GEORGE S. WEISINGER and NELLIE B. WEISINGER, 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 NELLIE B. WEISINGER, wife of the said GEORGE S. WEISINGER, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said NELLIE B. WEISINGER 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 30th day of March, A. D. 1967.



Marcell Parsley
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD
AT 2 O'CLOCK P. M.

MAY 11 1967

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By *H. Williams* Deputy