

250292

VOL 716 PAGE 702

DEEDS

THE STATE OF TEXAS

GENERAL WARRANTY DEED

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROZELLE WALKER and WIFE LORENE WALKER, 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. 3, Montgomery County, Texas, as hereinafter more particularly described as follows:

Being 6.72 acres of land lying and being situated within the Wm. Atkins Survey, Abstract No. 3, Montgomery County, Texas, part of that same tract of land described in a deed from Charles Edward Signor to Rozelle Walker by deed dated June 29, 1964, recorded in Volume 571, Page 399, Montgomery County Deed Records, and being more particularly described as follows:

Beginning at a point in the southwest corner of said Rozelle Walker tract, said point being in the north right of way line of State Highway 105, said point also being on contour 201.00;

Thence N. 11° 10' W. along the west boundary line of said Rozelle Walker tract a distance of 136.04 feet to point for corner, said point being in the centerline of Martin Creek;

Thence downstream with the meanders of the centerline of Martin Creek as follows:

Thence	N. 28° 03' E.	16.73	feet
"	N. 59° 20' E.	93.06	"
"	N. 72° 48' E.	158.26	"
"	N. 35° 23' E.	158.74	"
"	N. 53° 31' E.	74.92	"

Thence N. 29° 50' E. continuing along the centerline of Martin Creek a distance of 9.90 feet to point for corner;

Thence S. 13° 44' E. along an east boundary line of said Rozelle Walker tract a distance of 639.90 feet to point for corner;

Thence N. 76° 55' E. along a north boundary line of said Rozelle Walker tract a distance of 821.03 feet to point for corner;

Thence S. 17° 01' E. along the west boundary line of a tract conveyed to J. R. Dillard, Sr., et al by deed dated August 13, 1964, a distance of 32.50 feet to point for corner, said point being on contour 201.00;

Thence along contour 201.00 as follows:

Thence	S. 82° 28' W.	185.40	feet
"	S. 65° 21' W.	181.25	"
"	S. 71° 22' W.	196.15	"
"	S. 78° 10' W.	190.94	"
"	N. 88° 24' W.	136.30	"
"	S. 63° 02' W.	82.80	"
"	N. 83° 59' W.	158.74	"

Thence S. 88° 40' W. continuing along contour 201.00 a distance of 106.97 feet to the place of beginning containing 6.72 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 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 or dispose of any trees, underbrush, trash, obstructions, debris or any other things 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 thereto may actually from time to time wash or rise and the right to prevent the construction of or to remove any buildings, structure, improvement or any other thing located or to be located on said lands.

It is expressly agreed that this deed is subject to all valid existing easements and mineral reservations of record relating to or against the property hereby conveyed.

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 of 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 21st day of July 1970.

Rozelle Walker
ROZELLE WALKER

Lorene Walker
LORENE WALKER

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned authority, a Notary Public in and for Montgomery County, Texas, on this day personally appeared ROZELLE WALKER and wife LORENE WALKER, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of July, 1970.

Ruth H. Evans
Notary Public in and for
Montgomery County, Texas

Filed for Record at 10 o'clock A. M. 8/26 1970 RCY HARRIS
Clerk County Court, Montgomery Co., Texas by *R. H. Evans* Deputy