

340

2/52 ves

File S. F. 15326

ABST. 1736
 Harris County

SCHOOL LAND

etal

Mary Niedermeier and Second National
 Bank of Houston, Trustee

(M.N.) (Good Faith Claimant)
 5-20-52 Houston, Texas

J.R.B.

413 ⁴¹ Acres

Section No.

sketch within

Block Map Mkd. Ptd. Tsp. Cert.
 REG. MK'D. PTD.

Act of June 19, 1939

See Rolled Sk. 75
 Patent to original with M/R
 6-26-52 Rowan
 Patent 340, Vol. 20-B

CORRECT ON MAP FOR 413 ACRES
 2/27/52 VES

approved is made and valued
 by the Commissioner and the
 School Land Board at \$12,000
 per acre, May 20, 1952

Rowan Title, Com =

Obligation

Vol. 143

Page 244

B-138-1050-4m

Fald. Atst. Sup. D

Patented JUN 27 1952

No. 340 Vol. 20-B

Mailed Co. File JUN 30 1952

CONTENTS

Robuteau

- No. 1—Application and Obligation 11/31/52-ow
 No. 2—Questionnaire—11/31/52-ow
 No. 3—Affidavit—11/31/52-ow
 No. 4—Title Report—11/31/52-ow
 No. 5—Letter H.E. Hendrum & J.A. Niedermier 11/31/52
 No. 6—Ltr to Raymond Cook—2/1/52-ow
 No. 7—Report 1/31/52 VES
 7A Sketch 11/31/52 early
 No. 8—Field Notes 2/23/52 VES
 No. 9—Title Opinion—2/29/52-ow
 No. 10—Ltr to Andrews, Kurth, Campbell & Bradley 7/5/52-ow
 No. 11—Ltr from Andrews, Kurth, Campbell & Bradley 5/19/52-ow
 12, 13, 14, 15, 16, — Grazing Lease—5/19/52-ow
 No. 17—Copy of ltr to Jack Farmer—5/19/52-ow
 17A—Ltr to Cook 5/20/52 early
 18—accept. of terms 6-23-52 early
 19—J pay 6-25-52
 20—Dep. Award & Receipt 6-23-52 early
 21—Ltr to C.C. 6/30/52 early
 22—Ltr to Smith 7-8-52
 23—Worksheet (or dety) 6-23-52 early
 Per fee 5⁰⁰ Reg. 40240
 " " 5⁰⁰ " 40242
 " " 1⁰⁰ " 40244
 Mary Niedermeier, et al
 By: Andrews, Kurth, Campbell
 & Bradley attn Raymond A. Cook
 Gulf Bldg. Houston, Tex.

PAID IN FULL FOR 413 ⁴¹ ACRES
 DATE JUN 25 1952
 WJK

APPLICATION TO PURCHASE

(Good Faith Claimant)

TO THE COMMISSIONER OF THE GENERAL LAND OFFICE, AUSTIN, TEXAS:

1. I hereby apply to purchase under a preference right without condition of settlement the tract of unsurveyed school land hereinafter described, under the provisions of an Act approved June 19, 1939, and other laws relating to the sale of unsurveyed school land.

2. The said tract of land is situated in Harris County, Texas, about 15 miles East from Houston, Texas, the county seat, and is described

as follows, to-wit:

A 416.29 acre tract beginning at the SE corner of the J. T. Harrell Survey on the West bank of the San Jacinto River; Thence in a Southwesterly direction with the said River to a point for the most Easterly SE corner of this tract; Thence W. to Lost Lake and with the Northerly shoreline of Lost Lake to a point for the most Westerly SE corner of this tract; Thence W. to a point for the most Westerly SW corner of this tract from which the SE corner of the B. N. Garrett Survey bears W. 131.1 varas; Thence in Northerly and Easterly directions along the Easterly and Southerly shoreline of Old River to the S. line of the J. T. Harrell Survey; Thence E. along the said S. line to the shoreline of Old River and continuing with the shoreline of Old River to the S. line of the J. T. Harrell Survey; Thence with said S. line East to the place of beginning.

3. I am a good faith claimant under the terms of said Act, as is fully shown by the attached instruments marked Exhibits A and B.

4. Remarks:*

- A. For the purposes of this application Good Faith Claimants assert the existence of a vacancy with respect to the land described in the foregoing application and affirmatively request that the application be granted.
- B. The application is accompanied by field notes.
- C. Attached to this application is a letter directed to the School Land Board for its determination solely of the acreage price to be assessed for the fulfillment of this purchase.

Mary Niedermeier

By: J. A. Niedermeier
Agent and Attorney in Fact

Second National Bank of Houston,
Trustee under the Will and for the
Estate of Carrie B. Carter, Deceased

By: Wm. E. Henderson Vice-President
Good Faith Claimant

RECEIVED

JAN 31 1952
at 10:30 a.m.
GENERAL LAND OFFICE

20433

Post Office 2201 Gulf Building
Houston 2, Texas

IMPORTANT NOTICE!

- *NOTE: (1) The Good Faith Claimant should clearly indicate his position as to the existence of a vacancy.
- (2) If there should be no prior filing by an applicant, the good faith claimant should state whether application is accompanied by field notes or whether same will be filed within 120 days from date of filing of application with Commissioner of General Land Office.
- (3) Any other statement pertinent to the application to purchase may be included.

(OVER)

CERTIFICATE

I, _____, Secretary of the School Land Board, do hereby certify that at a regular meeting of said board held in the General Land Office, Austin, Texas, on the _____ day of _____, A. D. 19 _____, the price at which the area of land described in the above application No. _____, shall be sold, was fixed by the School Land Board at _____ Dollars per acre, all of which is shown in Vol. _____, Page _____, of the Minutes of said Board.

Given under my hand this the _____ day of _____, A. D. 19 _____, at Austin, Texas.

Secretary of the School Land Board

S4088

I R. A. Washburn, County Surveyor of Harris County, Texas, hereby certify that the above and fore-going application was filed for record on the 30TH day of Jan. 1952, at 4:30 o'clock P.M., and recorded in Vol. 13 Pg. 7, in Surveyors Office, Harris County, Texas.

*R. A. Washburn
County Surveyor, Harris County, Texas.*

GENERAL LAND OFFICE
Austin, Texas

S. F. No. *15326*

APPLICATION TO PURCHASE
UNSURVEYED SCHOOL LAND
(Good Faith Claimant)

*May Niedermier of Second National
Bank of Houston Trustee
Houston*, Texas.

WITHOUT SETTLEMENT

in *Harris* County, Texas, acres _____

Filed *January 31*, 19 *52*

Roscoe Giles
Commissioner *bw*

Approved _____, 19 _____
Rejected _____

Commissioner

RECEIVED AS STATED

B, a 11/21/52

Reg. # 20433

MARGREE STEINER, Receiver
GENERAL LAND OFFICE

bw

APPLICATION TO PURCHASE

RECEIVED
JAN 31 1952
GENERAL LAND OFFICE

SECTION BLOCK CERTIFICATE GRANTEE COUNTY

FILE NO.

In addition to the information furnished in application to purchase and field notes, the following is required:

(This information should be forwarded with your application to purchase.)

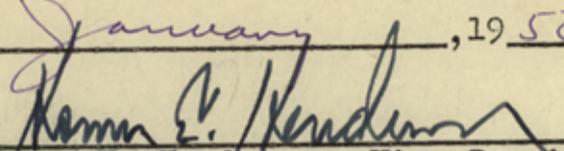
1. Kind of soil and topography of surface and purpose for which it is adapted--agricultural or grazing.
Marshy but useful for grazing.
2. Type and value of timber, if any.
None.
3. Assessed value. (If not rendered for taxation, give last assessed value of adjoining lands.)
\$20.00 an acre.
4. Surveyor's estimate of actual value without improvements, per acre.
\$30.00 an acre.
5. Claimant's estimate of actual value without improvements, per acre.
\$30.00 an acre.
6. Distance and direction from nearest oil or gas field, naming the field.
Six miles Northwest of Goose Creek Field.
7. Distance and direction from nearest oil or gas well producing or capable of producing oil or gas in commercial quantities.
Six miles Northwest of nearest producer in Goose Creek Field.
8. Distance and direction from nearest drilling oil well.
In excess of 6 miles.
9. Distance and direction from nearest dry hole.
8,000 feet Northwest of the Housh and Thompson-#1 Hine (drilled to 6523 feet)
10. Is the land under oil and gas lease? If so, state amount of cash paid, rate of royalty, drilling obligation and to whom leased.
No.

(If there is oil or gas production on this tract, kindly give the following information.)

- (a) Number of producing oil wells and depth from which they produce.
- (b) Number of producing gas wells and depth from which they produce.
- (c) Name of field in which the tract is located and how long producing.

I certify that the above information is true and correct according to the best of my knowledge and belief.

WITNESS my hand this 30th day of January, 1952.



 Homer E. Henderson, Vice-President
 and Trust Officer, Second National
 Bank of Houston, Trustee under the
 Will and for the Estate of Carrie
 B. Carter, Deceased.

B. Carter, deceased.
WILL and for the estate of CARLITE
BANK OF HONOLULU, trustee under the
will of said OLLIVER, Second National
Home E. Henderson, Vice-President

TO THE EXECUTOR OF THE WILL OF SAID CARLITE

I certify that the above information is true and correct according

- (c) Name of land in which the tract is located and how long located.
- (d) Number of blocks and how many lots in each block.
- (e) Number of blocks to be sold from which they produce.

No. 1. Name of land in which the tract is located and how long located.
 2. Distance and direction from nearest public road.

3. Distance and direction from nearest public road.

4. Name of person or persons who own the land.

5. Name of person or persons who own the land.

6. Name of person or persons who own the land.

7. Name of person or persons who own the land.

8. Name of person or persons who own the land.

9. Name of person or persons who own the land.

10. Name of person or persons who own the land.

11. Name of person or persons who own the land.

12. Name of person or persons who own the land.

13. Name of person or persons who own the land.

14. Name of person or persons who own the land.

15. Name of person or persons who own the land.

File No. 8.7.15326
Harris County
Questionnaire
 Filed January 31, 1952
 BASCOM GILES, Com'r
Ora May Warren
 File Clerk

(2)

RECEIVED
 COUNTY CLERK
 HONOLULU
 JAN 31 1952

RECEIVED
JAN 31 1952
GENERAL LAND OFFICE

AFFIDAVIT

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared HOMER E. HENDERSON of Houston, Texas, who being by me duly sworn did upon oath state as follows:

Affiant is Vice-President and Trust Officer of The Second National Bank of Houston. In such capacity affiant for over twenty (20) years has been personally acquainted with the tract of land situated in the vicinity of Old River and Lost Lake adjacent to the San Jacinto River in Harris County, Texas, sometimes known as Carter-Kirby Island, and including those portions described in the survey report of J. S. Boyles of Houston, Texas as a 416.29 acre tract between Lost Lake and Old River and a 26.42 acre tract on the southern shore line of Lost Lake, which two tracts have been designated as vacancies in the Good Faith Claimant application to which this affidavit is attached in support thereof.

The aforementioned tracts are being used for grazing purposes only and are not being used for the purposes of exploring for or removing oil, gas or other minerals. The land is now claimed one-half each by Miss Mary Niedermeyer and by The Second National Bank of Houston, Trustee for the Estate and Under the Will of Carrie B. Carter, Deceased. According to my personal familiarity with the land and the files which I have examined, including the files in the General Land Office, these tracts

20433

have always been held and used by applicants and their predecessors under the good faith belief that they were included within the bounds of the Harris and Carpenter League granted by the Mexican Government in 1824, which belief has consistently been approved for many years by the administrative acts of the General Land Office. If in fact these surveyed tracts are included in the bounds of the Harris and Carpenter League, legal title thereto is now vested one-half each in Miss Mary Niedermeier and the said Second National Bank of Houston, Trustee.

The surveyed tracts are a portion of a peninsula separated from the J. T. Harrell Survey on the North by a fence capable of turning cattle, which fence has been maintained for not less than twenty years. The remaining portion of the tract is bounded by Old River, Lost Lake, Buffalo Bayou and the San Jacinto River, so that the entire tract is within definitely recognized boundaries. For over twenty years the property has been used by Miss Niedermeier and The Second National Bank of Houston, Trustee or their predecessors through tenants actually occupying and grazing cattle upon the land. During a portion of the period tenants have used the land for the purpose of trapping muskrats. The only adjoining land is that in the J. T. Harrell Survey bounding the tract in question on the North, and no claims are being asserted or have in the past been asserted by such adjoining owners to any portion of the tracts under application.

The nearest producing oil or gas well is over six miles from the closest portion of the tracts in

question, being the Western extension of the Goose Creek Oil Field in a Southeasterly direction from the tracts under application. Several dry holes have been drilled in the immediate vicinity of the tracts under application, including the Housh and Thompson-#1 Hine approximately 8,000 feet Southeast of the tracts (drilled to 6523 feet), the Circle W-Houston Realty Sales #1 approximately 6700 feet West of the tracts (drilled to 6227 feet), and the Cockburn Oil-Dearborn #1 approximately 7,000 feet East of the tracts (drilled to a depth in excess of 6,000 feet). The tracts under application are not now under oil or gas lease.

Handwritten signature: Herman E. Hinder

SUBSCRIBED AND SWORN TO before me this 30th
day of January, 1952.

Handwritten signature: Pallye H. Armstrong
Notary Public in and for
Harris County, Texas

PALLYE H. ARMSTRONG
Notary Public, Harris County, Texas

C²

WARRANT FOR THE ARREST OF

Harris County, Texas

WARRANT FOR THE ARREST OF

[Handwritten signature]

[Handwritten signature], 1952.

WHEREAS THE ABOVE NAMED PERSONS ARE

File No. S. F. 15326

Harris County

Affidavit

Filed January 31 1952

BASCOM GILES, Com'r

Ora May Warner

File Clerk

(3)

... the tract under application was not ...
... of the tract (dotted to a depth in excess ...
... Cockburn Oil-Development #1 approximately 1.0 ...
... feet West of the tract (dotted to East ...
... the State M-Nelson Realty Sales #1 approximately 2.00 ...
... 8,000 feet Southeast of the tract (dotted to East ...
... including the North and Thompson #1 ...
... in the immediate vicinity of the tract under application ...
... under application. Several dry holes have been drilled ...
... OIL FIELD IN A CONVENTIONAL direction from the tract ...
... direction, being the Western extension of the Goose Creek

TITLE REPORT TO AMERICAN TITLE GUARANTY COMPANY

FILE: 58559

DATE: July 21, 1950

PROPERTY: FIRST TRACT: All that certain tract or parcel of land lying and being situated in Harris County, Texas, on the waters of Buffalo Bayou and San Jacinto River and purportedly being a part of the eastern half of the Harris and Carpenter League, Abstract No. 28, more particularly described as follows:

Beginning on the south line of the J. T. Harrell Survey and the purported north line of the Harris and Carpenter League where same intersects the San Jacinto River;

Thence down the west bank of said San Jacinto River with meanderings to Buffalo Bayou at a point opposite Lynchburg;

Thence up Buffalo Bayou with its meanderings to the mouth of Old River at Zavala Point;

Thence up Old River with its meanderings to the south line of the J. T. Harrell Survey;

Thence East with the said south line of the J. T. Harrell Survey and the north line of the Harris and Carpenter League to the Place of Beginning, and being part of the same tract described in Trustee's Deed to Mary A. Niedermeyer recorded in Volume 935, at Page 706 of the Deed Records of Harris County, Texas.

SECOND TRACT: All that certain tract or parcel of land out of the J. T. Harrell Survey, Abstract No. 330 in Harris County, Texas, being 27 acres, more or less, adjoining First Tract on the North, which 27 acres, more or less, is fully described in a Deed from J. P. McGee to Emma A. Hudson recorded in Volume 88, at Page 590 of the Deed Records of Harris County, Texas, and in said Trustee's Deed to Mary A. Niedermeyer recorded in Volume 937, at Page 706 of the Deed Records of Harris County, Texas.

EXAMINATION FROM: Records of Harris County Abstract Company

TITLE GOOD IN: MARY A. NIEDERMEIER, Individually and as Executrix of the estate of George S. Niedermeyer, deceased, as to an undivided one-half interest; and

ESTATE OF S. F. CARTER, deceased, as to an undivided one-half interest.

Subject to:

1. Claims of present occupants; discrepancies in area and boundaries; unpaid bills for labor or materials in connection with recent repairs or new improvements; unpaid taxes.
2. RESTRICTIONS: None
3. EASEMENTS: (a) Right-of-way Deed to United States of America for ship channel conveyed by Emma A. Hudson by instrument recorded in Volume 166, at Page 151 of the Harris County Deed Records.
(b) Right-of-way Deed to United States of America for construction of ship channel and improvements conveyed by S. F. Carter et al by instrument recorded in Volume 423, at Page 530 of the Harris County Deed Records.

(continued)

(c) Unlocated right-of-way 22 feet wide across subject property conveyed to Houston Lighting & Power Company by S. F. Carter et al, by instrument recorded in Volume 655, at Page 508 of the Harris County Deed Records.

4. No restrictions have been filed for record since February 14, 1950.
5. The First Tract above described is bounded on the North by the south line of the Survey patented to J. S. SYDNOR, Assignee of J. T. HARRELL, by Patent dated March 12, 1845, recorded in Volume "N", at Page 65 of the Deed Records, and has for its east, south and west lines the banks of the present San Jacinto River and Old River. The record title to this tract purports to locate the same within the boundaries of one league of land granted to WILLIAM HARRIS and DAVID CARPENTER and covered by the patent from the Republic of Mexico dated August 16, 1824, recorded in Volume "R", at Page 353 of the Deed Records.

It is extremely difficult to trace the boundaries of the tract described in the grant to Harris and Carpenter in the light of apparent changes in the streams referred to therein, but under date of August 23, 1855 it appears that a survey was made and field notes filed in the General Land Office (certified copy of which appear of record in Volume "R", at Page 519 of the Deed Records) describing the Harris and Carpenter League as beginning at a point on Buffalo Bayou, thence running North 5,000 bars, thence due East 2300 bars to San Jacinto River, thence with the meanders of San Jacinto River to its junction with Buffalo Bayou and thence up said Bayou to the Place of Beginning.

The field notes of this Survey clearly indicate the north line of Harris and Carpenter Survey as beginning 5,000 varas North of Buffalo Bayou and from the records it appears that this distance stops a considerable distance South of the south line of the J. T. Harrell Survey. Within recent years there have been patents issued by the State of Texas to three (3) purchasers conveying that portion of the lands lying between the south line of the Harrell Survey West of Old River and North of the line beginning 5,000 varas North of Buffalo Bayou.

Also the field notes of the survey of the Harris and Carpenter Land runs from a point located 5,000 varas North of Buffalo Bayou East 2,300 bars (presumably varas) to what the surveyor refers to as San Jacinto River. From other surveys and conveyances in the record chain of title to the subject property there is a considerable distance more than 2,300 varas between the west line of the Harris and Carpenter Survey and the east line of San Jacinto River as the same is now located, indicating that the surveyor probably measured to the stream he considered to be San Jacinto River (which may have been what is now known as Old River, since the history of the stream indicates that this old channel was at one time the channel of San Jacinto River) and ran down this stream to its junction with the present channel of San Jacinto River and thence to Buffalo Bayou.

Considerable difficulty would be encountered in attempting to retrace the lines set out in the original field notes of the Harris and Carpenter League.

There is not^W pending in the District Court in Harris County, in Cause No. 278847, styled NATHAN MINCHEN vs. CARRIE V. CARTER et al, wherein the Plaintiff alleges that a portion of the First Tract above described is not included within the bounds of any grant or patent from any sovereignty, and that the title to the same is vested in the State of Texas.

In view of the uncertainty as to the stream called ^{for} and as to the east line of the Harris and Carpenter League, together with the fact

that the State of Texas has patented surveys covering land West of Old River as above referred to, it is impossible to approve this title as insurable unless an acquittance is appropriately secured from the State of Texas, by patent legally issued, or by the establishment of the lines of the Harris and Carpenter Survey in a suit brought against the State.

6. On March 24, 1915, JOHN H. KIRBY executed a Deed of Trust, recorded in Volume 128, at Page 182 of the Mortgage Records, covering his undivided one-half interest in subject tract to secure a note in the principal sum of \$27,000.00 payable to ELIZABETH McNEELY. Thereafter, GEORGE S. NIEDERMEIER, reciting himself to be Independent Executor and sole devisee under the Will of ELIZABETH McNEELY, executed an extension of said Deed of Trust. Later, MARY A. NIEDERMEIER, reciting herself to be Executrix of the Estate of GEORGE S. NIEDERMEIER, executed another extension of said Deed of Trust, and later appointed J. R. ANDREWS as Substitute Trustee under said Deed of Trust, reciting that JOHN G. LOGUE the original Trustee was dead. On January 2, 1934, by Trustee's Deed recorded in Volume 937, at Page 706 of the Deed Records of Harris County, Texas, said Deed of Trust was foreclosed and an undivided one-half interest in subject tracts was conveyed to MARY A. NIEDERMEIER.

We have been unable to find any probate proceedings in Harris County on the Estates of ELIZABETH McNEELY and GEORGE S. NIEDERMEIER.

Certified copies of proceedings on the Estates of ELIZABETH McNEELY and GEORGE S. NIEDERMEIER, should be submitted for examination and be filed in the Deed Records of Harris County.

CJR:mw

F. J. Breaker, Closer

Attorney

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File No. S. F. 15326

Harris County

Title Report

Filed January 31, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

RECEIVED

JAN 31 1952

GENERAL LAND OFFICE

Houston, Texas
January 28, 1952

Honorable Bascom Giles
Commissioner
General Land Office
Austin, Texas

Re: Application to Purchase as Good Faith
Claimants 416.29 acres, Harris County,
Texas

Dear Sir:

In connection with the attached application of the undersigned as good faith claimants to the land described therein and in particular in connection with the determination by the School Land Board of the purchase price to be placed upon such land for the fulfillment of such purchase, we respectfully invite your attention and that of the other members of the Board to certain facts concerning this tract of land which you may find material in such determination.

Since the original patents in this area your office has uniformly refused to recognize the existence of a vacancy between the Harris and Carpenter Survey on the South and the Josiah T. Harrell Survey on the North. An examination of your office plats will confirm this statement. Over thirty years ago the question was formally raised in an inquiry by your predecessor to the Attorney General giving rise to an opinion dated the 24th day of October, 1919. This opinion expressly held that there was no vacancy. Since that time applications No. 14238 and No. 14239 were filed by Nathan Minchen, which applications were denied. Thereafter Minchen filed a lawsuit in the District Court of Harris County, Texas, in which suit the State of Texas did not intervene. That lawsuit, however, has now been dismissed for want of prosecution. Thus, while your office has consistently denied the existence of vacancy, there has never been a judicial ascertainment of the lack of a vacancy that would bind the State of Texas as a matter of law.

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Recently Mary Niedermeier, one of the undersigned applicants, entered into a contract for the sale of her interest in the Harris and Carpenter Survey described by metes and bounds to extend Northward to the Josiah T. Harrell Survey, therefore including the land described in the present application to purchase. As a condition to consummating that purchase the Navigation District attorneys have required by way of curative action either a patent from the State of Texas or a judicial ascertainment of the nonexistence of a vacancy. For this reason and for this reason only applicants are submitting the attached application to purchase as unsurveyed school land the tract described therein.

The above statement is submitted not to deter the granting of the application (for applicants affirmatively desire that the application be granted on the theory that a vacancy exists), but the School Land Board is urged to give effect to the administrative history concerning this tract of land by determining the purchase price at the lowest permissible nominal price. It is not suggested that there is any legal compulsion on the State either to grant the patent or to extend such consideration; but your standards of fairness can thereby be preserved without any impairment of or loss to the public interest.

Yours very truly,

The Second National Bank of Houston,
Trustee - Carrie B. Carter Estate

By: *Wm. E. Anderson*
Vice President and Trust Officer

Miss Mary Niedermeier

By: *J. A. Niedermeier*
Agent and Attorney in Fact

February 1, 1952

Mr. Raymond Cook
22nd Floor, Gulf Building
Houston, Texas

Dear Mr. Cook:

The Good Faith Claimant applications to purchase alleged unsurveyed land in Harris County of Mary Niedermeier, by J. A. Niedermeier, Agent and Attorney in Fact, and Second National Bank of Houston, Trustee under the Will and for the Estate of Carrie B. Carter, Deceased, by Homer E. Henderson, Vice-President, were received in the General Land Office and filed of record on January 31, 1952, and assigned File Nos. S. F. 15326 and S. F. 15327, respectively, as follows:

S. F. 15326

"A 416.29 acre tract beginning at the SE corner of the J. T. Harrell Survey on the West bank of the San Jacinto River; Thence in a Southwesterly direction with the said River to a point for the most Easterly SE corner of this tract; Thence W. to Lost Lake and with the Northerly shoreline of Lost Lake to a point for the most Westerly SE corner of this tract; Thence W. to a point for the most Westerly SW corner of this tract from which the SE corner of the B. N. Garrett Survey bears W. 131.1 varas; Thence in Northerly and Easterly directions along the Easterly and Southerly shoreline of Old River to the S. line of the J. T. Harrell Survey; Thence E. along the said S. line to the shoreline of Old River and continuing with the shoreline of Old River to the S. line of the J. T. Harrell Survey; Thence with said S. line East to the place of beginning."

Mr. Raymond Cook
Page 2
February 1, 1952

S. F. 15327

A 26.42 acre tract described by metes and bounds as follows:

Beginning at a point on the Easterly shore line of Lost Lake located 401.6 varas East of the South corner of the B. N. Garrett Survey;

Thence with the meanders of the shore line of Lost Lake to a point on said shore line 667.40 varas East of the place of beginning;

Thence West to the place of beginning."

Under the law, 120 days are allowed for the completion of a Good Faith Claimant's application. All supporting instruments must be submitted within this period or all rights under the application will be lost.

Sincerely yours,

BASCOM GILES, COMMISSIONER
OF THE GENERAL LAND OFFICE

MR:ow
Files: S. F. 15326, S. F. 15327

H'

6
File No. S. 7. 15326

Harris County
Ill to Raymond Cook

Filed February 1, 1952

BASCOM GILES, Com'r

Ora Mayhew
File Clerk

H

FROM THE OFFICE OF J. STUART BOYLES, C. E.
PROFESSIONAL ENGINEER
LICENSED STATE LAND SURVEYOR
HOUSTON, TEXAS

November 15th, 1951

To: Honorable Bascom Giles,
Commissioner of the General Land Office,
Austin, Texas

SURVEYOR'S REPORT on a survey of two tracts of land comprising 416.29 acres and 26.42 acres respectively, which lie South of the J. T. Harrell Survey and Old River; West of the San Jacinto River and East of that portion of Old River adjoining the W. T. Carter, Third; Wm. H. Beuhl and B. N. Garrett Surveys in Harris County, Texas. Both of these tracts are out of what is commonly known as the Carter-Kirby Island.

I obtained certified copies of the J. T. Harrell, Harris & Carpenter and R. & R. Vince field notes and titles which were studied and considered in conjunction with data of field work I performed in connection with three surveys made for and patented by the General Land Office to W. T. Carter, Third; Wm. H. Beuhl and B. N. Garrett, which lie between the South line of the J. T. Harrell Survey and the North line of the Harris & Carpenter Survey and between the East line of the R. & R. Vince Survey and Old River.

While this report specifically mentions two tracts of land, one of 416.29 acres and another of 26.42 acres, we actually made a complete survey of all the un-submerged area, or the area above mean ordinary high tide lying South of the J. T. Harrell Survey; West of the San Jacinto River; North of Buffalo Bayou or Houston Ship Channel and East of Old River, of which the two subject tracts are parts.

In determining the boundaries of said un-submerged land a 1.4 ft. contour was used when necessary in the absence of a defined bank to fix the ordinary high tide line. This elevation being based on and run from several U. S. Engineering Department Bench Marks. Further, in the Galveston-Houston area the United States Coast and Geodetic Survey Datum is 0.8 ft. below the U.S.E.D. Datum occasioned by the fact, I believe, that the U.S.E.D. uses mean low water and the U.S.C. & G. uses mean Gulf water. The difference in datums places ordinary high tide, based on U.S.C. & G. datum at 0.6 ft. which is consistent with actual findings from Galveston to Brownsville, Texas.

Actual field work was started on December 28th, 1950 and completed on May 29th, 1951. These dates do not bracket a continuous period of un-interrupted field work. Actually we had delays due to bad weather peculiar to the season of the year which included Northers that caused the water level of Old River and Lost Lake to be too low to permit the use of a boat as means of approach to working stations. When unable to use a boat, the size and depth of marshes were such that rendered walking to working stations impracticable. Further we were confronted with the slush pumped from the Houston Ship Channel and deposited in an area that made the running of levels and meandering of Lost Lake an extremely difficult task.

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GENERAL LAND OFFICE

Surveyor's Report cont'd.
11/15/51

The results of our field work and our study of the records herein enumerated are shown in the accompanying Map (No. 2962-R-A) showing the two subject tracts North of a line projected due East from the Southeast corner of the B. N. Garrett Survey to intersect the West side of San Jacinto River. Both of these tracts show areas calculated to mean ordinary high tide line (referred to as shore line in accompanying field notes) or defined bank where it was found.

Map No. 2962-R-A accompanies the field notes and this Surveyor's Report.

Handwritten notes:
Boyles C. E. 10-28
2/17/51
2/21/51
2/23/51

Respectfully yours,

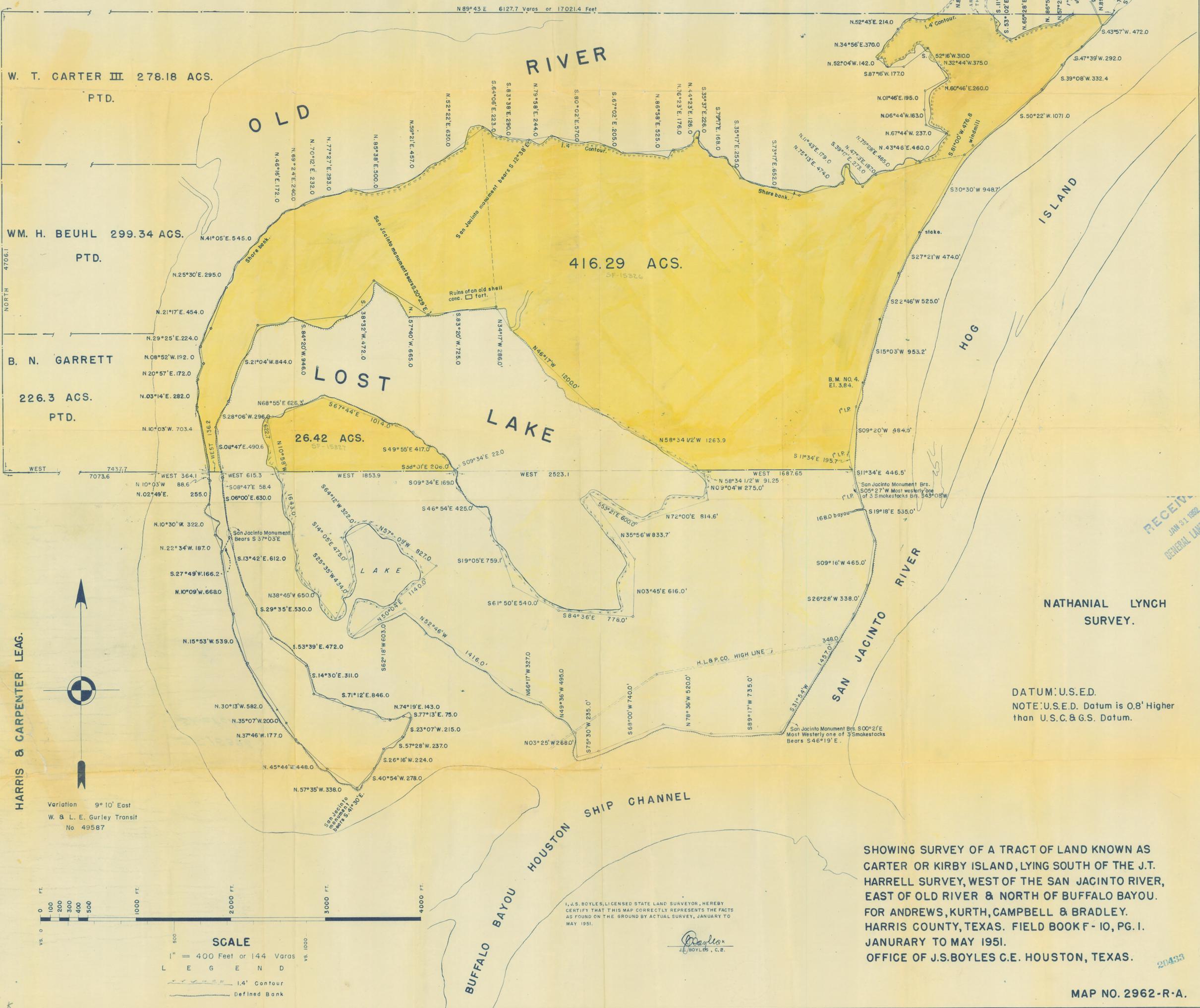
J. S. Boyles
J. S. Boyles, C. E.
Licensed State Land Surveyor

JSB:mc

J

7

JOSIAH T. HARRELL SURVEY.



W. T. CARTER III 278.18 ACS.
PTD.

WM. H. BEUHL 299.34 ACS.
PTD.

B. N. GARRETT
226.3 ACS.
PTD.

416.29 ACS.

LOST LAKE

26.42 ACS.

LAKE

NATHANIAL LYNCH SURVEY.

DATUM: U.S.E.D.
NOTE: U.S.E.D. Datum is 0.8' Higher than U.S.C. & G.S. Datum.

SHOWING SURVEY OF A TRACT OF LAND KNOWN AS CARTER OR KIRBY ISLAND, LYING SOUTH OF THE J.T. HARRELL SURVEY, WEST OF THE SAN JACINTO RIVER, EAST OF OLD RIVER & NORTH OF BUFFALO BAYOU. FOR ANDREWS, KURTH, CAMPBELL & BRADLEY. HARRIS COUNTY, TEXAS. FIELD BOOK F-10, PG. I. JANUARY TO MAY 1951. OFFICE OF J.S. BOYLES C.E. HOUSTON, TEXAS.

J.S. BOYLES, LICENSED STATE LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS THE FACTS AS FOUND ON THE GROUND BY ACTUAL SURVEY, JANUARY TO MAY 1951.

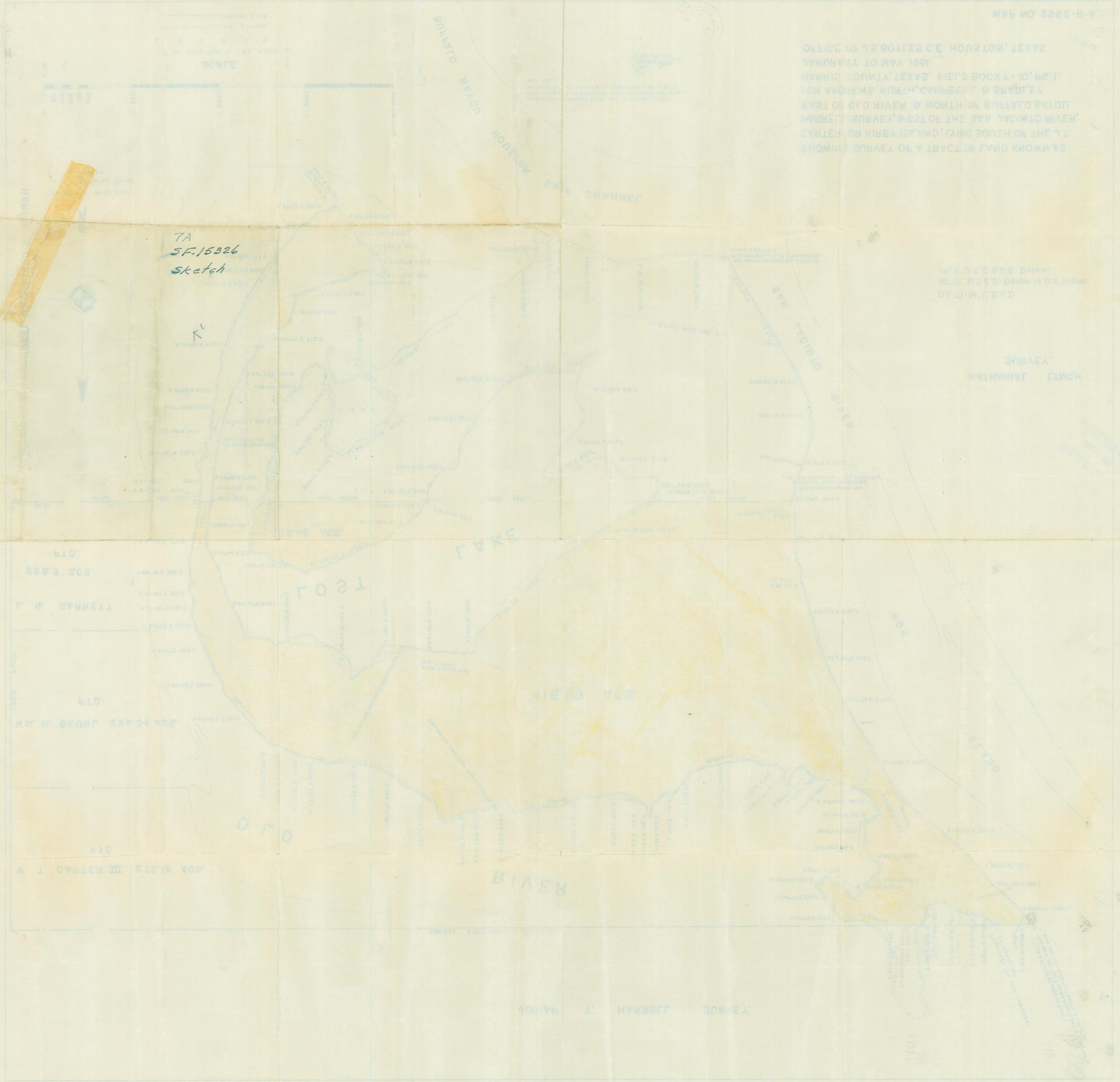
Boyles
J.S. BOYLES, C.E.

RECEIVED
JAN 31 1952
GENERAL LAND OFFICE

OFFICE OF THE BOYCES C.E. HOUSTON, TEXAS
JANUARY 10 MAY 1891
HARRIS COUNTY, TEXAS, FIELD BOOK 1-10, 1891
FOR ANDREW K. KIRBY, SAMUEL & BRADLEY
EAST OF OLD RIVER & NORTH OF WYLAKE VALLEY
HARRIS COUNTY, TEXAS, WEST OF THE SAN JACINTO RIVER
COUNTY OF KIRBY ISLAND, GAIN SOUTH OF THE T.
SHOWING SURVEY OF A TRACT OF LAND KNOWN AS

7A
SF-15326
Sketch

K



D-364

FROM THE OFFICE OF J. STUART BOYLES, C. E.
PROFESSIONAL ENGINEER
LICENSED STATE LAND SURVEYOR
HOUSTON, TEXAS

November 15th, 1951

~~TEXT~~

STATE OF TEXAS |
COUNTY OF HARRIS |

413.41

FIELD NOTES of a survey of ~~416.29~~ acres of land made for Mary A. Niedermeier and the Second National Bank of Houston, Trustee, under the will and for the Estate of Carrie B. Carter, deceased, by virtue of their application to be filed with the Commissioner of the General Land Office, Austin, Texas, under the laws regulating the sale and lease of unsurveyed school land. Said land is situated in Harris County, about 15.8 miles North 87° East from Houston, the County seat, and is described by metes and bounds as follows, to-wit:

BEGINNING at a 1" iron pipe on the West margin of the San Jacinto River, located 2.2 varas West of the edge of the bank of said river, said 1" iron pipe being the Southeast corner of the J. T. Harrell Survey from which the San Jacinto Monument at San Jacinto Battle Ground bears South 14° 47' West;

THENCE with the meanders of the West side of said San Jacinto River as follows:

- South 43° 57' West 169.92 varas
- South 47° 39' West 105.12 "
- South 39° 08' West 119.66 "
- South 50° 22' West 385.56 "
- South 30° 30' West 341.53 "
- South 27° 21' West 170.64 "
- South 22° 46' West 189.00 "
- South 15° 03' West 343.15 "
- South 09° 20' West 174.42 "

and South 11° 34' East 70.45 varas to a point for the Eastern Southeast corner of this survey;

THENCE West 607.55 varas to the Northerly shore line of Lost Lake;

THENCE with the meanders of the Northerly shore line of said Lost Lake as follows:

- North 58° 34' 30" West 455.0 varas
- North 46° 17' West 432.0 "
- North 34° 17' West 102.96 "
- South 83° 20' West 261.0 varas to a point

whence the San Jacinto Monument at San Jacinto Battle Ground bears South 20° 29' East. Continuing with the meanders of the Northerly and Westerly shore line of Lost Lake:

- North 57° 40' West 239.40 varas
- South 38° 32' West 169.92 "
- South 84° 20' West 340.56 "
- South 21° 04' West 303.84 "
- South 28° 06' West 106.56 "

and South 08° 47' East 176.62 varas to a point for the Western Southeast corner of this survey;

THENCE West 49.03 varas to a point on the Easterly shore line of Old River for the most Westerly Southwest corner of this survey, from which the Southeast corner of the B. N. Garrett Survey bears West 131.1 varas;

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GENERAL LAND OFFICE
REFERRED TO MAP

D. 364

F/N 416.29 acs. cont'd.
11/15/51

THENCE with the meanders of the Easterly and South-
erly shore line of said Old River with the following meanders:

North 10° 03'	West 253.22	varas
North 03° 14'	East 101.52	"
North 20° 57'	East 61.92	"
North 08° 52'	West 69.12	"
North 29° 25'	East 80.64	"
North 21° 17'	East 163.44	"
North 25° 30'	East 106.20	"
North 41° 05'	East 196.20	"
North 46° 16'	East 61.92	"
North 69° 24'	East 86.40	"
North 70° 12'	East 83.52	"
North 77° 27'	East 105.48	"
North 85° 38'	East 180.00	"
North 59° 21'	East 164.52	"
North 52° 22'	East 226.80	"
South 64° 06'	East 80.28	"
South 83° 38'	East 104.40	varas to a point

and
whence the San Jacinto Monument at San Jacinto Battle Ground bears
South 12° 38' East; and continuing with the meanders of the Southerly
shore line of Old River:

North 79° 58'	East 87.84	varas
South 80° 02'	East 205.20	"
South 67° 02'	East 73.80	"
North 86° 58'	East 189.00	"
North 76° 23'	East 63.36	"
North 44° 23'	East 45.36	"
South 35° 37'	East 81.36	"
South 79° 17'	East 60.48	"
South 35° 17'	East 91.80	"
South 73° 17'	East 234.72	"
North 75° 13'	East 170.64	"
North 11° 43'	East 64.44	"
South 39° 17'	East 98.28	"
North 47° 13'	East 67.32	"
North 75° 28'	East 174.60	"
North 43° 46'	East 165.60	"
North 67° 44'	West 85.32	"
North 06° 44'	West 58.68	"
North 01° 46'	East 70.20	"
North 60° 46'	East 93.60	"
North 32° 44'	West 135.00	"
South 52° 16'	West 111.60	"
South 87° 16'	West 63.72	"
North 52° 04'	West 51.12	"
North 34° 56'	East 133.20	"
North 52° 43'	East 77.04	varas to the South

and
line of the J. T. Harrell Survey;

THENCE along the South line of said J. T. Harrell Survey
North 89° 43' East 303.84 varas to the shore line of Old River and
continuing with the shore line of said Old River as follows:

South 11° 25'	East 58.46	varas
South 53° 02'	East 60.12	"
North 65° 28'	East 129.60	"
North 86° 58'	East 61.20	"
North 57° 21'	East 69.84	varas to the South line

and
of the J. T. Harrell Survey;

71

F/N 416.29 acs. cont'd.
11/15/51

THENCE with the South line of said J. T. Harrell Survey
North 89° 43' East 151.56 varas to the PLACE OF BEGINNING.

Surveyed from December 28th, 1950 to May 20th, 1951.

W. F. Wellman)
H. C. Wellman) Instrumentmen
N. E. Wicklund)

J. W. Shook)
E. G. Rexford)
E. F. Dolin) Chain Carriers
C. W. LaLanne)
H. J. Roberts)
Paul B. Prather)

C. E. Giere)
A. Wellman, Jr.) Flagmen and Axmen

Variation 9° 10' East

W. & L. E. Gurley Transit
No. 49587

Map No. 2962-R-A

I, J. S. Boyles, Licensed State Land Surveyor, hereby
certify that the foregoing survey was made on the ground, and accord-
ing to law; that the limits, boundaries and corners, with the marks,
natural and artificial, are truly described in the foregoing field
notes, just as I found them on the ground.

This 15th day of November, 1951.

J. S. Boyles

Licensed State Land Surveyor

I, R. A. Washburn County Surveyor of Harris County,
Texas, hereby certify that the foregoing field notes of 113.41 Ac.
were filed for record on the
18 day of Feb. 1952, at 1:35 P.M. o'clock M, and recorded
in Vol. M Page 315, 316, of the Surveyor's records of Harris County,
Texas. 317, & 318

R. A. Washburn

County Surveyor,
Harris County, T e x a s

File No. 2712386
Harris County
School Land
Light Notes

COM GIERE, Coun.
1951

RECORDED
11/15/51

72

File No. SF.15326

Harris County

School Land
Field Notes

FILED Feb. 23, 1852

BASCOM GILES, Com'r

[Signature]
File Clerk

Correct on Map for 412-41 Acres
2/27/52 VES

Patented
6-27-52
Robitseau

RECEIVED AS STATED

Date 1/31/52
Reg. No. 20433

CENTRAL LAND OFFICE

311 & 318

Harris County, Texas

County Auditor

[Signature]

Map No. 5085-B-4
Application of 10' East

No. 40283
M. & L. E. Giles Trustee

A. Williams, Jr.)
C. E. Glere)
Rafael and Axmen

Paul B. Brattier)
H. J. Roberts)
C. W. Leland)
E. F. Dolin)
E. G. Heford)
J. W. Shook)
Chain Carriers

M. E. Wicklund)
H. C. Williams)
W. L. Williams)
Instrumentmen

Subdivided from December 28th, 1950 to May 20th, 1951.
North 80.00 ft, East 121.26 acres to the PLACE OF BEGINNING.
THENCE with the south line of said J. T. Harrell Survey

JT/JS/ST
E/M HLE. SD acc. conf'd.

FULBRIGHT, CROOKER, FREEMAN & BATES
ATTORNEYS AT LAW
SECOND NATIONAL BANK BUILDING
HOUSTON 2, TEXAS
August 26, 1950

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FEB 29 1952
REFERRED TO LAW

C
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P
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RE: All those certain lots, tracts or parcels of land, lying and being situated in Harris County, Texas on the waters of Buffalo Bayou and San Jacinto River, and being a part of the Eastern half of the Harris and Carpenter League of land and being particularly described as follows:

Commencing on the South line of the J. T. Harrell survey where same intersects the San Jacinto River;
Thence down the West bank of said San Jacinto River with meanderings to Buffalo Bayou at a point opposite Lynchburg;
Thence up Buffalo Bayou with its meanderings to the mouth of Old River at Zavala Point;
Thence up Old River with its meanderings to the South line of the J. T. Harrell Survey;
Thence East with the said South line of the J. T. Harrell survey to the place of beginning.

ALSO twenty-seven acres of land, more or less out of the South part of the J. T. Harrell survey and adjoining the last described tract on the North, which twenty-seven (27) acres, more or less, is fully described in a deed from J. P. McGee to Emma A. Hudson, which is of record in Volume 88, pages 590 et seq., of the Deed Records of Harris County, Texas, and being the same property conveyed to Mary A. Niedermeier, Independent Executrix of the Estate of George S. Niedermeier, deceased, by J. R. Andrews, Substitute Trustee, by deed dated January 2, 1934, and recorded in Volume 935, Page 706, Deed Records, Harris County, Texas.

Harris County Houston Ship Channel Navigation District
P. O. Box 9187
Houston 11, Texas

Gentlemen:

Pursuant to your request, we have examined title to the above captioned property, as reflected by the following abstracts of title:

<u>Number</u>	<u>Company</u>	<u>Pages</u>	<u>Certificate date</u>
1312	Harris County Abstract Co.	105	Feb. 2, 1903
5877	Houston Abstract Company	13	Oct. 30, 1905

<u>Number</u>	<u>Company</u>	<u>Pages</u>	<u>Certificate Date</u>
Supplement to No. 5877	Houston Abstract Company	7	Nov. 13, 1906
Supplement to No. 5877	Houston Abstract & Title Guaranty Company	8	July 19, 1906
Supplement to No. 5877	Houston Abstract & Title Guaranty Company	Cert. only	Dec. 23, 1909
Supplement to No. 5877	Houston Abstract Company	8	Dec. 31, 1909
Supplement to No. 5877	Houston Abstract Company	24	Aug. 18, 1911
33607	Houston Abstract Company	21	Nov. 2, 1922
31192	Harris County Abstract Company	27	Feb. 5, 1926
56127	Houston Abstract Company	5	No certificate
106896	Harris County Abstract Company	58	Aug. 11, 1950

Basing our opinion entirely upon the showing made in the above described abstracts of title, we find that Mary A. Niedermeier, individually and as Independent Executrix of the Estate of George S. Niedermeier, deceased, does not have a good and merchantable title to said property, or to an undivided one-half (1/2) interest therein, for the following reasons:

I.

The description of the first tract mentioned above indicates that it is bounded on the North by the survey known as the J. T. Harrell Survey which was patented to J. S. Sydnor, assignee of J. T. Harrell by patent dated May 12, 1845 and recorded in Volume N, Page 65, Deed Records, Harris County, Texas and on the East, South, and West by the banks of the present San Jacinto River, Buffalo Bayou (the Houston Ship Channel), and Old River. In all conveyances shown by the abstracts to be in the chain of title to this tract, the tract is purportedly located within the boundaries of one league of land granted to William Harris and David Carpenter by Mexican grant from the Republic of Mexico dated August 16, 1824 and recorded in Volume R, Page 353 of the Deed Records, Harris County, Texas.

The original grant to William Harris and David Carpenter attempts to describe the land as follows:

"(Beginning) at the last point of land between this stream (Buffalo Bayou) and the San Jacinto the surveyor began the survey of said league and thence follows the meanders of the River San Jacinto up to a point where a landmark was set. Thence to the South to said creek and River Buffalo Bayou to where another landmark was set at the side of a pine marked WHDC, thence following

the meanders of said creek to River Buffalo Bayou down as far as its disembogement in the San Jacinto at the Place of beginning",

and, in our opinion, the description in said grant is not a good and valid description.

However, it appears that on August 23, 1855, English field notes were filed in the General Land Office, which are recorded in Volume R, Page 519, Deed Records, Harris County, Texas and which describe the Harris and Carpenter League as follows:

Beginning on the North Side of Buffalo Bayou on a pine tree marked WHDC from which stands a little oak bearing North 20, East 50 bars and a pine North 70 West 60 bars Thence to North 5000 bars (apparently varas was intended) to a stake Thence due East 2300 bars to the River San Jacinto Thence with the meanders of said River where it joins Buffalo Bayou Thence up Buffalo Bayou with its meanders to the place of beginning.

Such field notes clearly indicate the North line of the Harris and Carpenter Survey as beginning 5,000 varas north of Buffalo Bayou, a considerable distance South of the south line of the J. T. Harrell survey, the survey on the north. Within recent years there have been patents issued by the State of Texas to three purchasers which cover the land west of Old River lying between the south line of the Harrell Survey and north of the line beginning 5,000 varas north of Buffalo Bayou and running east (as called by the English field notes of the Harris and Carpenter League).

The location of the east boundary line of the Harris and Carpenter League is also controversial. As shown above, the English field notes filed in the General Land Office on August 23, 1855 describe the league as running north 5,000 varas from the place of beginning on Buffalo Bayou and thence "due East 2300 varas to San Jacinto River". There are considerably more than 2300 varas between the west line of the Harris and Carpenter League and the east line of the San Jacinto River as it is now located -- in fact about a mile more than 2300 varas. It is about 2300 varas to Old River, indicating that the original surveyor may have measured to what he considered the San Jacinto River, but what in actuality was Old River.

Two applications for patents have been made on the alleged vacancies east of Old River and north of a line 5,000 varas north of Buffalo Bayou from the point of beginning of the Harris and Carpenter Survey and running due east. Both of these applications have been rejected by the Land Commissioner, but the records of the General Land Office indicate that lawsuits have been filed on the alleged

vacancies in the District Court of Harris County, Texas. One of such suits is styled N. Minchen vs. Carrie B. Carter et al, No. 278,846 in the 113th Judicial District Court of Harris County, Texas, and has been dismissed for want of prosecution, but the intervention of the State of Texas was dismissed "without prejudice." The other lawsuit is styled Nathan Minchen vs. Carrie B. Carter, et al No. 278,847 in the District Court of Harris County, Texas, 133rd Judicial District, filed on October 29, 1941, and is still pending. In the petition filed in Cause No. 278,847, Plaintiff alleges that a portion of first tract above described is not included within the bounds of any grant or patent from any sovereignty, and that the claim of Mary A. Niedermeier, individually and as Independent Executrix of the Estate of George S. Niedermeier and the Carter Estate thereto is inferior and subordinate to the title of the State of Texas in and to such land.

Although there is some evidence in the General Land Office that the surveyor intended the north line of the Harris and Carpenter League to be more than 5,000 varas north of the point of beginning on Buffalo Bayou, the patents which the General Land Office issued on land west of Old River and north of a line 5,000 varas north of the point of beginning of the Harris and Carpenter League indicate that the Land Office does not give effect to such evidence, but rather considers a line 5,000 varas north of the point of beginning and running east as the north line of the Harris and Carpenter League, at least west of Old River.

In view of the ambiguities in the descriptions in the original grant and in the English field notes, in our opinion it cannot be said with certainty that the land described as first tract above was included in the league of land granted to William Carpenter and David Carpenter. Certain requirements with respect to the possible vacancy claims on first tract have heretofore been made in a title report to American Title Guaranty Company dated July 21, 1950 (Their File No. 58559) and it is our opinion that such requirements cannot be safely waived. Considering the fact that the State of Texas has patented surveys covering land west of Old River as mentioned above and the pendency of the lawsuit of Nathan Minchen vs. Carrie B. Carter, et al No. 278,847 in the District Court of Harris County, Texas, it is our opinion that the possible vacancy claims involving the first tract above described have not been conclusively determined and that title to first tract cannot be accepted without an acquittance from the State of Texas, by patent legally issued or by the establishment of the lines of the Harris and Carpenter Survey in a suit brought against the State.

In view of the foregoing, we make the

REQUIREMENT

that the case styled Nathan Minchen vs. Carrie B. Carter, et al, No. 278,847 in the District Court of Harris County, Texas, 113th Judicial District be disposed to your entire satisfaction by judgment, and that

a certified copy of such judgment be filed for record in Harris County, Texas and the

REQUIREMENT

that you be furnished with an acquittance from the State of Texas to Mary A. Niedermeier, individually and as Independent Executrix of the Estate of George S. Niedermeier, deceased on the above described property, by patent legally issued or by establishment of lines of the Harris and Carpenter Survey in a proper suit brought against the State, all to your entire satisfaction.

II.

There are many other substantial irregularities and defects in the early record title to the above described properties, but we will not mention these in detail because, in our opinion, they have been rendered immaterial, for practical purposes, by the lawsuit of S. F. Carter, et al vs. William Harris, et al No. 123,086 in the District Court of Harris County, Texas, 61st Judicial District. Said suit was a trespass to try title case in the nature of a "clean-up suit" and all of those who might have had a claim in said property arising out of such irregularities and defects that were named as defendants in the suit. On June 16, 1926 judgment was rendered in said case in favor of Plaintiffs, S. F. Carter and John H. Kirby (John H. Kirby being the predecessor in title of Mary A. Niedermeier, individually and as such Independent Executrix) against all of the Defendants in said suit awarding said Plaintiffs title and possession to the above described tracts of land and ordering the writs of possession issued as often as might be necessary in favor of Plaintiffs and against Defendants for said land.

However, the description of the second tract mentioned above in such judgment refers to deed from J. P. McGee to Emma A. Hudson recorded in Volume 88, Page 590, Deed Records, Harris County, Texas, for a full description of said tract. The deed from J. P. McGee to Emma A. Hudson describes said tract by reference to adjoining tracts, natural markers, artificial markers etc., the locations of which are not shown in the abstracts. Without extraneous evidence as to the location of such adjoining tracts, natural markers, artificial markers, etc., we cannot pass upon the location of second tract or the validity of the description of the second tract in said judgment or in conveyances prior thereto purportedly covering said property; accordingly we make the

REQUIREMENT

that you be furnished with satisfactory evidence of the location of the adjoining tracts, natural markers, artificial markers, etc. mentioned in said deed from J. P. McGee to Emma A. Hudson and in said judgment in order that we may pass upon the location of second tract and the validity of description thereof.

III.

The contract of sale and escrow agreement dated July 5, 1950 between Mary A. Niedermeier individually and as Independent Executrix of George S. Niedermeier, deceased, and you, covering an undivided one-half (1/2) interest in the above described land, contains the provision that "inasmuch as Buyer claims and asserts title to and ownership of all of the submerged land lying and being situated at mean high tide under the waters commonly known as Lost Lake and other waters tributary to the Houston Ship Channel, such submerged land is expressly excluded herefrom." Because of such provision in the contract of sale, we shall not discuss herein your rights and titles and those of the State of Texas in the submerged land included within the boundaries of the above described property.

IV.

Abstract No. 106,896, described above, contains certified copies of probate proceedings in the estates of Amelia Elizabeth McNeely, George S. Niedermeier and Mrs. A. K. Niedermeier, but such abstracts do not show the order admitting the Will of Mrs. A. K. Niedermeier, deceased, to probate and do not show that all debts and taxes of the estates of Amelia Elizabeth McNeely, George S. Niedermeier and Mrs. A. K. Niedermeier, including estate and inheritance taxes, have been paid in full. Therefore, we make the

REQUIREMENT

that you be furnished with certified copy of order admitting the Will of Mrs. A. K. Niedermeier, deceased, to probate and that you be furnished with satisfactory evidence that all debts and claims against the Estates of Amelia Elizabeth McNeely, George S. Niedermeier and Mrs. A. K. Niedermeier, deceased, have been paid in full.

V.

The above described property is subject to the following right-of-way deeds:

1. Right-of-way deed from Emma A. Hudson, by her guardian, to United States of America, dated December 1, 1902, and recorded in Volume 166, Page 151, Deed Records, Harris County, Texas covering the right to construct the Houston Ship Channel over and along the above described lands.
2. Right-of-way deed from John H. Kirby and S. F. Carter to Houston Lighting & Power Company, dated January 31, 1927 and recorded in Volume 655, Page 508, Deed Records of Harris County,

Texas and covering easement for electric trans-
mission and distributing lines consisting of all
necessary poles, wires and appurtenances over
a strip of land 22 feet wide running through the
above described lands.

VI.

The abstracts examined do not cover and accordingly, we do
not pass upon matters relating to taxes, conflicts of boundary lines,
encroachments, if any, undisclosed liens, if any, quantity or area
of land, questions of adverse possession, rights of parties in pos-
session, as tenants or otherwise. Accordingly, we make the

REQUIREMENT

that you be furnished with full information concerning all of such
matters to your entire satisfaction and the

REQUIREMENT

that you be furnished with official tax certificates showing the pay-
ment of all taxes which said property is chargeable have been paid
including the year 1949 and the

REQUIREMENT

that you be furnished with a survey of said property.

Very truly yours,

Fulbright, Crooker, Freeman & Bates

Signed }
Original }
FULBRIGHT, CROOKER, FREEMAN & BATES

Priscilla May Warren
Priscilla May Warren
File Clerk

PRISCILLA GILES, Clerk

February 29, 1952

Little Opinion

Harris County

No. 8-7-15326

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es/min

ANDREWS, KURTH, CAMPBELL & BRADLEY

FRANK ANDREWS (936)
M. E. KURTH
ROBERT F. CAMPBELL
PALMER BRADLEY
RICHARD F. BURNS
W. M. STREETMAN
THOMAS A. SLACK
HARRY R. JONES
HOMER E. MABRY
F. L. ANDREWS
JOHN E. COOK
RAYMOND A. COOK
LEON M. PAYNE
MILTON H. WEST, JR.
G. D. JACOB, JR.
M. H. BOYNTON
JACK W. HAYDEN
WILLIAM E. FORD
SEABORN EASTLAND, JR.
JAMES R. DRURY
CLINTON F. MORSE
HALL E. TIMANUS
JAMES R. CONNOR
J. W. KEERANS
DONALD E. WOODARD
GERALD T. OWENS, JR.

ATTORNEYS
22ND FLOOR GULF BUILDING
HOUSTON 2, TEXAS

February 28, 1952

Re: File Nos. S. F. 15326 and S. F. 15327
Good Faith Applications of Mary
Niedermeier, et al.

Hon. Bascom Giles, Commissioner
General Land Office
Austin 14, Texas

Dear Sir:

We are enclosing herewith signed copy and
photostatic copy of title opinion to be attached
to the captioned applications.

Yours very truly,

Andrews, Kurth, Campbell & Bradley

43
enclosures

RECEIVED
FEB 29 1952
REFERRED TO LAW

March 5, 1952

Andrews, Kurth, Campbell & Bradley
Attorneys at Law
22nd Floor, Gulf Building
Houston 2, Texas

Gentlemen:

Your letter of February 28, 1952, enclosing signed copy and photostatic copy of title opinion in support of the Good Faith Claimant applications to purchase alleged unsurveyed land in Harris County of Mary Niedermeier, et al, numbered S. F. 15326 and S. F. 15327, has been received.

Please be advised that these instruments have been filed of record.

Sincerely yours,

DENNIS WALLACE, CHIEF CLERK
AND ACTING COMMISSIONER
OF THE GENERAL LAND OFFICE

MR:ow
Files: S. F. 15326, S. F. 15327

File No. S. 7-15326

Harris County

Cross-Andrews, Keith Campbell & Bradley

Filed March 5, 1952

BASCOM GILES, Com'r

Ora May Warren
Clerk

ANDREWS, KURTH, CAMPBELL & BRADLEY

FRANK ANDREWS (1936)
M. E. KURTH
ROBERT F. CAMPBELL
PALMER BRADLEY
RICHARD F. BURNS
W. M. STREETMAN
THOMAS A. SLACK
HARRY R. JONES
HOMER E. MABRY
F. L. ANDREWS
JOHN E. COOK
RAYMOND A. COOK
LEON M. PAYNE
MILTON H. WEST, JR.
G. D. JACOB, JR.
M. H. BOYNTON
JACK W. HAYDEN
WILLIAM E. FORD
SEABORN EASTLAND, JR.
JAMES R. DRURY
CLINTON F. MORSE
HALL E. TIMANUS
JAMES R. CONNOR
J. W. KEERANS
DONALD E. WOODARD
GERALD T. OWENS, JR.

ATTORNEYS
22ND FLOOR GULF BUILDING
HOUSTON 2, TEXAS

May 16, 1952

Honorable Bascom Giles
Commissioner
General Land Office
Austin 4, Texas

Re: File Nos. S.F. 15326 and 15327
Good Faith Applications of
Mary Niedermeier, et al

Attention: Mr. Rowan

Dear Sir:

Enclosed are two copies each of lease agreements corroborating the possession affidavit heretofore filed in the above applications. At Mr. Rowan's suggestion our investigation went back ten years. You will notice that no separate leases are shown for the years 1941-1942 and 1942-1943 inasmuch as the lessee Farmer held over under the 1939 letter agreement. Similarly Mr. Klasing was in possession from 1945 until Mr. Romans took possession in 1951.

I sincerely hope that this satisfies your requirement and that the applications will be docketed for this coming Tuesday.

Yours very truly,

Raymond A. Cook

43

Encl.

RECEIVED
MAY 19 1952
REFERRED TO LAW

THE STATE OF TEXAS, §
 §
COUNTY OF HARRIS. §

KNOW ALL MEN BY THESE PRESENTS:

That THE SECOND NATIONAL BANK OF HOUSTON, acting solely and exclusively in the capacity as Independent Executor and Trustee under the Will of Mrs. Carrie B. Carter, deceased, and as Agent of the Estate of George S. Niedermeier, of Harris County, Texas, hereinafter called Lessor, and JULIUS F. KLASING, of Harris County, Texas, hereinafter called Lessee, have entered into the following surface lease, to-wit:

The Lessors have, and by these presents do LEASE to the Lessee approximately 1150 acres of ^{more or less} land owned by Lessors in the Harris and Carpenter League, in Harris County, Texas, known as the Carter-Kirby Island property, for a period of one (1) year, commencing on the 18th day of October, 1945 and ending on the 19th day of October, 1946, for use by the Lessee for the purpose of grazing thereon livestock only, and for no other purpose.

For and in consideration of the use of said land, the Lessee obligates and binds himself to pay to the Lessors, upon the execution of this lease, the sum of One Hundred Fifty and No/100 (\$150.00) Dollars in cash, for the use of said land for said one year.

This lease is made for and upon the following terms and conditions:

I.

The Lessee agrees not to graze on said land more than 150 head of livestock at one time, save and except that he may, in addition thereto, pasture thereon hogs.

II.

The Lessors have the right to terminate this lease at any time by giving to Lessee written notice of their intention to terminate the same fifteen (15) days before such termination shall become effective, and in the event of such termination the Lessors will refund to the Lessee the unearned portion of rent for said premises. Notice of termination of such lease shall be deemed to have been given to Lessee by the deposit of such notice by Lessors in the United States Mail, addressed to Lessee at the address written hereon by him, after his signature, and upon such termination the Lessee agrees to surrender possession of said premises peaceably and in as good order and condition as the same are now in.

MATURITY CARD MADE
for 10-1-46

III.

The Lessors reserve all hunting and trapping rights on said land, and further reserve the right to lease said land for hunting and trapping purposes to others, and the right to hunt and trap on said land are not hereby given to Lessee by this lease.

IV.

The Lessors reserve the right to execute and deliver oil, gas and mineral leases on said land during the time that this lease is in effect, which will give to the lessee the right to explore said land for oil, gas and other minerals, to develop the same for production of said minerals, and to produce, store, transport, and market the same if they are produced, and to all rights of ingress and egress reasonably necessary to accomplish such purpose.

V.

Failure by Lessee to keep and perform each and all of the provisions herein contained, shall, at the option of the Lessors, terminate this lease.

VI.

In the event Lessee fails to surrender possession of said premises, upon the expiration of this lease, or other termination hereof, as herein provided, and Lessors find it necessary to enforce the provision for surrender thereof by suit, Lessee agrees to pay all costs of such suit, including a reasonable attorney's fee.

VII.

It is understood and agreed that The Second National Bank of Houston shall never have any individual, corporate, or personal liability or responsibility hereunder, or on account of this lease agreement, to the undersigned Lessee, and that said Bank acts herein only in its capacity as Independent Executor and Trustee under the will of Mrs. Carrie B. Carter, deceased, and as Agent of the Estate of George S. Niedermeier.

EXECUTED this the 18th day of October, A.D. 1945.

THE SECOND NATIONAL BANK OF HOUSTON,
INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE
WILL OF MRS. CARRIE B. CARTER, DECEASED, AND
AS AGENT OF THE ESTATE OF GEORGE S. NIEDERMEIER.

ATTEST:

Michael Dan
Assistant Cashier

By: Geo. M. Massey
Vice-President & Trust Officer

LESSOR

Julius F. Klasing
Julius F. Klasing

LESSEE

Address: R. 1, Box 257
Baytown, Texas

112

File No. S-7-15326

Harris County

Pasture Lease

Filed May 19, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That THE SECOND NATIONAL BANK OF HOUSTON, acting solely and exclusively in the capacity as Independent Executor and Trustee under the Will of MRS. CARRIE B. CARTER, deceased, and as Agent of the Estate of George S. Niedermeier, of Harris County, Texas, hereinafter called Lessor, and M. R. LADUE, of Harris County, Texas, hereinafter called Lessee, have entered into the following surface lease, to-wit:

The Lessors have, and by these presents do LEASE to the Lessee approximately 1150 acres of land owned by Lessors in the Harris & Carpenter League, in Harris County, Texas, known as the Carter-Kirby Island property, for a period of one (1) year, commencing on the 22nd day of August, 1944 and ending on the 23rd day of August, 1945, for use by the Lessee for the purpose of grazing thereon livestock only, and for no other purpose.

For and in consideration of the use of said land, the Lessee obligates and binds himself to pay to the Lessors, upon the execution of this lease, the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars in cash, for the use of said land for said one year.

This lease is made for and upon the following terms and conditions:

I.

The Lessee agrees not to graze on said land more than 150 head of livestock at one time, save and except that he may, in addition thereto, pasture thereon hogs.

II.

The Lessors have the right to terminate this lease at any time by giving to Lessee written notice of their intention to terminate the same fifteen (15) days before such termination shall become effective, and in the event of such termination the Lessors will refund to the Lessee the unearned portion of rent for said premises. Notice of termination of such lease shall be deemed to have been given to Lessee by the deposit of such notice by Lessors in the United States Mail, addressed to Lessee at

MATURITY CARD MADE

the address written hereon by him, after his signature, and upon such termination the Lessee agrees to surrender possession of said premises peaceably and in as good order and condition as the same are now in.

III.

The Lessors reserve all hunting and trapping rights on said land, and further reserve the right to lease said land for hunting and trapping purposes to others, and the right to hunt and trap on said land are not hereby given to Lessee by this lease.

IV.

The Lessors reserve the right to execute and deliver oil, gas and mineral leases on said land during the time that this lease is in effect, which will give to the lessee the right to explore said land for oil, gas and other minerals, to develop the same for production of said minerals, and to produce, store, transport, and market the same if they are produced, and to all rights of ingress and egress reasonably necessary to accomplish such purpose.

V.

Failure by Lessee to keep and perform each and all of the provisions herein contained, shall, at the option of the Lessors, terminate this lease.

VI.

In the event Lessee fails to surrender possession of said premises, upon the expiration of this lease, or other termination hereof, as herein provided, and Lessors find it necessary to enforce the provision for surrender thereof by suit, Lessee agrees to pay all costs of such suit, including a reasonable attorneys' fee.

VII.

It is understood and agreed that The Second National Bank of Houston shall never have any individual, corporate, or personal liability or responsibility hereunder, or on account of this lease agreement, to the undersigned Lessee, and that said Bank acts herein only in its capacity as Independent Executor and Trustee under the will of Mrs. Carrie B. Carter, deceased, and as Agent of the Estate of George S. Niedermeier.

EXECUTED this the 22nd day of August, A.D. 1944.

THE SECOND NATIONAL BANK OF HOUSTON,
INDEPENDENT EXECUTOR AND TRUSTEE UNDER
THE WILL OF MRS. CARRIE B. CARTER, DE-
CEASED, AND AS AGENT OF THE ESTATE OF
GEORGE S. NIEDERMEIER.

ATTEST:

H. H. Freen
Assistant Cashier

By *G. W. [Signature]*
Vice-President and Trust Officer
LESSOR

M. R. LaDue LESSEE.
Galena Park Texas
P. O. Box 434

123

File No. S. 7. 15326

Harris County

Grazing Lease

Filed May 19, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That THE SECOND NATIONAL BANK OF HOUSTON, acting solely and exclusively in the capacity as Independent Executor and Trustee under the Will of S. F. CARTER, deceased, and as Trustee for CARRIE B. CARTER, and as Agent of the Estate of George S. Niedemeier, of Harris County, Texas, hereinafter called Lessor, and C. F. MANN, of Harris County, Texas, hereinafter called Lessee, have entered into the following surface lease, to-wit:

The Lessors have, and by these presents do LEASE to the Lessee approximately 1150 acres of land owned by Lessors in the Harris & Carpenter League, in Harris County, Texas, known as the Carter-Kirby Island property, for a period of one (1) year, commencing on the 20th day of July, 1943, and ending on the 19th day of July, 1944, for use by the Lessee for the purpose of grazing thereon livestock only, and for no other purpose.

For and in consideration of the use of said land, the Lessee obligates and binds himself to pay to the Lessors, upon the execution of this lease, the sum of Two Hundred and No/100 (\$200.00) Dollars in cash, for the use of said land for said one year.

This lease is made for and upon the following terms and conditions:

I.

The Lessee agrees not to graze on said land more than 150 head of livestock at one time, save and except that he may, in addition thereto, pasture thereon hogs.

II.

The Lessors have the right to terminate this lease at any time by giving to Lessee written notice of their intention to terminate the same fifteen (15) days before such termination shall become effective, and in the event of such termination the Lessors will refund to the Lessee the unearned portion of rent for said premises. Notice of termination of such lease shall be deemed to have been given to Lessee by the deposit of such notice by Lessors in the United States Mail, addressed to Lessee ✓ at the address written hereon by him, after his signature, and upon such termination the Lessee agrees to surrender possession of said premises peaceably and in as good order and condition as the same are now in.

III.

The Lessors reserve all hunting and trapping rights on said land, and further reserve the right to lease said land for hunting and trapping purposes to others, and the right to hunt and trap on said land are not hereby given to Lessee by this lease.

IV.

The Lessors reserve the right to execute and deliver oil, gas and mineral leases on said land during the time that this lease is in effect, which will give to the lessee the right to explore said land for oil, gas and other minerals, to develop the same for production of said minerals, and to produce, store, transport, and market the same if they are produced, and to all rights of ingress and egress reasonably necessary to accomplish such purpose.

V.

Failure by Lessee to keep and perform each and all of the provisions herein contained, shall,

at the option of the Lessors, terminate this lease.

VI.

In the event Lessee fails to surrender possession of said premises, upon the expiration of this lease, or other termination hereof, as herein provided, and Lessors find it necessary to enforce the provision for surrender thereof by suit, Lessee agrees to pay all costs of such suit, including a reasonable attorneys' fee.

VII.

It is understood and agreed that The Second National Bank of Houston shall never have any individual, corporate, or personal liability or responsibility hereunder, or on account of this lease agreement, to the undersigned Lessee, and that said Bank acts herein only in its capacity as Independent Executor and Trustee under the Will of S. F. Carter, deceased, and as Trustee for Carrie B. Carter, and as Agent of the Estate of George S. Niedemeier.

EXECUTED this the 19th day of July,

A. D. 1943.

THE SECOND NATIONAL BANK OF HOUSTON,
INDEPENDENT EXECUTOR AND TRUSTEE
UNDER THE WILL OF S. F. CARTER, DE-
CEASED, AND AS TRUSTEE FOR CARRIE B.
CARTER, AND AS AGENT OF THE ESTATE
OF GEORGE S. NIEDEMEIER.

Attest:

Michael Davis
Cashier

By

W. M. Davis
Vice President and Trust Officer
LESSOR

X. J. Mann
LESSEE

114

file No. S. 7, 15326

Harris County

Grazing Lease

Filed May 19, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

THE STATE OF TEXAS)
COUNTY OF HARRIS)

THIS MEMORANDUM OF AGREEMENT entered into by and between the Estate of S. F. Carter, Deceased, and John H. Kirby, joint owners of the hereinafter described property, hereinafter referred to as LESSORS, and E. B. Williams, of Harris County, Texas, hereinafter styled LESSEE, W i t n e s s e t h:

That for and in consideration of the annual rental of One Hundred Dollars (\$100.00) paid, the LESSORS have let and leased unto said LESSEE for a period of one year beginning September 25, 1930, and ending September 26, 1931, the following described property, to-wit:

All that certain land and premises situated in Harris County, Texas, on the waters of Buffalo Bayou and San Jacinto River and being a part of the eastern one-half (1/2) of the Harris & Carpenter League of land and being particularly described as follows:

Commencing on the South line of the J. T. Harrell Survey where same intersects the San Jacinto River;

Thence down the West back of said San Jacinto River with meanderings to Buffalo Bayou at a point opposite Lynchburg;

Thence up Buffalo Bayou with its meanderings to the mouth of Old River at Zavala Point;

Thence up Old River with its meanderings to the South line of the J. T. Harrell Survey;

Thence East with the said South line of the J. T. Harrell Survey to the place of beginning.

Also twenty-seven acres of land more or less, out of the South part of the J. T. Harrell Survey adjoining the last described tract on the North, which twenty-seven acres, more or less, is fully described in a deed from J. P. McGee to Emma A. Hudson, which is of record in Volume 88, pages 590 et seq. of the Deed Records of Harris County, Texas.

The above described tracts of land contain Eleven Hundred and Forty-five (1145) acres, more or less.

It is understood and agreed that the LESSEE shall use this property solely for grazing and pasturing cattle, and that he shall not place any hogs or other animals thereon which will destroy fur-bearing animals, nor shall he cut any timber or use any shell or permit any trespass by anyone.

It is further understood and agreed that the LESSORS, their agents and nominees, reserve the right to enter upon the premises for the purpose of cutting and removing timber or shell, or for the purpose of trapping, or for the purpose of filling

#2.

said land; also the right to erect any buildings or improvements thereon. However, should any of these impair the pasturage value of the land, the LESSORS shall refund to the LESSEE a proportionate amount of the lease money for the time of the lease unexpired.

In the event of the sale of the property, it is understood and agreed that the LESSEE shall have thirty (30) days from the date of giving notice, in which to remove his cattle, and the LESSORS agree to refund to him that portion of the unearned lease money.

The premises shall not be subleased or assigned by the LESSEE without written consent of the LESSORS.

It is also understood and agreed that at the expiration of this lease or subsequent lease that the LESSEE will turn back the property in the same condition in which he received it, and remove therefrom all cattle.

It is further stipulated and agreed that in the event of a holding over, the LESSEE shall be deemed a tenant at will and at sufferance of the said LESSORS.

WITNESS our hands at Houston, Texas, this the 15th day of November, 1930.

ESTATE OF S. F. CARTER, Deceased

by W. B. ... EXECUTOR

JOHN H. KIRBY

by _____ ATTORNEY IN FACT
LESSORS

Witness:

_____ LESSEE

THE STATE OF TEXAS)
COUNTY OF HARRIS)

Before me, the undersigned authority, on this day personally appeared W. B. ... Executor of the Estate of S. F. Carter, Deceased, 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

#3.

consideration therein expressed.

Given under my hand and seal of office this the 15th
day of November, 1930.

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 E. V. Clark, 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 _____
day of November, 1930.

Notary Public in and for Harris County,
Texas.

115

File No. S.7.15326

Harris County

Grazing Lease

Filed May 19, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

THE STATE OF TEXAS :
:
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

That THE SECOND NATIONAL BANK OF HOUSTON, acting solely and exclusively in the capacity as Independent Executor and Trustee under the Will of Mrs. Carrie B. Carter, deceased, and as Agent of the Estate of George S. Niedermeier, of Harris County, Texas, hereinafter called Lessor, and MASON ROMANS, of Harris County, Texas, hereinafter called Lessee, have entered into the following surface lease, to-wit:

The Lessors have and by these presents do LEASE to the Lessee approximately 1150 acres of land, more or less, owned by Lessors in the Harris and Carpenter League, in Harris County, Texas, known as the Carter-Kirby Island property, for a period of one (1) year, commencing on the 15th day of October 1951 and ending on the 14th day of October 1952, for use by the Lessee for the purposes of grazing thereon livestock only, and for no other purpose.

For and in consideration of the use of said land, the Lessee obligates and binds himself to pay to the Lessors, upon the execution of this lease, the sum of One Hundred fifty and No/100 (\$150.00) Dollars in cash, for the use of said land for said one year.

This lease is made for and upon the following terms and conditions:

I.

The Lessee agrees not to graze on said land more than 150 head of livestock at one time, save and except that he may, in addition thereto, pasture thereon hogs.

II.

The Lessors have the right to terminate this lease at any time by giving to Lessee written notice of their intention to terminate the same fifteen (15) days before such termination shall become effective, and in the event of such termination the Lessors will refund to the Lessee the unearned portion of rent for said premises. Notice of termination of such lease shall be deemed to have been given to Lessee by the deposit of such notice by Lessors in the United States Mail, addressed to Lessee at the address written hereon by him, after his signature, and upon such termination the Lessee agrees to surrender possession of said premises peaceably and in as good order and condition as the same are now in.

MINORITY CARD MADE
9-15-51

III.

The Lessors reserve all hunting and trapping rights on said land, and further reserve the right to lease said land for hunting and trapping purposes to others, and the right to hunt and trap on said land are not hereby given to Lessee by this lease.

IV.

The Lessors reserve the right to execute and deliver oil, gas and mineral leases on said land during the time that this lease is in effect, which will give to the Lessors the right to explore said land for oil, gas and other minerals, to develop the same for production of said minerals, and to produce, store, transport, and market the same if they are produced, and to all rights of ingress and egress reasonably necessary to accomplish such purpose.

V.

Failure by Lessee to keep and perform each and all of the provisions herein contained, shall, at the option of the Lessors, terminate this lease.

VI.

In the event Lessee fails to surrender possession of said premises, upon the expiration of this lease, or other termination hereof, as herein provided, and Lessors find it necessary to enforce the provision for surrender thereof by suit, Lessee agrees to pay all costs of such suit, including a reasonable attorney's fee.

VII.

The Lessee herein acknowledges that he is familiar with the fact that the Harris County Houston Ship Channel Navigation District and/or other governmental units or agencies currently have the right to and privilege of depositing spoilage pumped from the Houston ship channel on to the above tract, and in executing these presents the Lessee expressly releases the Lessors from any and all damage resulting therefrom.

VIII.

It is understood and agreed that The Second National Bank of Houston shall never have any individual, corporate or personal liability or responsibility hereunder, or on account of this agreement, to the undersigned Lessee, and that said Bank acts herein only in its capacity as Independent Executor

and Trustee under the will of Mrs. Carrie B. Carter, deceased, and as Agent of the Estate of George S. Niedermeier.

EXECUTED This 15th day of October A. D. 1951.

THE SECOND NATIONAL BANK OF HOUSTON,
INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE
WILL OF MRS. CARRIE B. CARTER, DECEASED, AND
AS AGENT OF THE ESTATE OF GEORGE S. NIEDERMEIER

ATTEST:

Harold Ogden
Assistant Cashier

By

Wm. E. Keenan
Vice President & Trust Officer

LESSOR

Mason Romans
Mason Romans

LESSEE

Address: 9719 Walluville Rd.

File No. S. 7. 15326

Harris County

Grazing Lease

Filed May 17, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

66



December 13, 1939.

C

Mr. Jack Farmer,
Route 5, Box 39,
Houston, Texas.

Re: Carter-Kirby Island.

O

Dear Mr. Farmer:

As Executor and Trustee of the S. F. Carter, Sr. Estate, and speaking for the Geo. S. Niedermeyer Estate, said estates being the owner of the property known as Carter-Kirby Island, we hereby confirm the fact that the grazing rights to said property are rented to you for the one-year period beginning December 12, 1939, subject to the following provisions:

P

- (1) The annual rental is \$100.00, which you have paid in cash to us for the account of the owners;
- (2) That you will not graze more than 150 head of live stock at one time on the Carter-Kirby Island property, which contains approximately 1150 acres of land, a part of the Harris & Carpenter Survey, in Harris County, Texas.
- (3) That the owners, the S. F. Carter, Sr. Estate and the Geo. S. Niedermeyer Estate, or either of them, may terminate this rental agreement at any time, upon giving you fifteen (15) days' written notice, in which event the unearned portion of the rent is to be refunded to you by the owner. Notice of termination shall be deemed to have been given to you if and when a letter from either or both owners to you, addressed to you at the above address, is deposited in the U. S. mail.

Y

- (4) You understand that the hunting and trapping rights have been leased to Mr. Roy D. Thayer covering said property, for the one-year period beginning 11-16-39. You shall have not other rights in the property except to graze thereon not more than 150 head of live stock at any one time. It is further understood that Roy D. Thayer has the right to graze hogs on said premises, but the number of hogs Mr. Thayer grazes on the premises will not be included in the restriction of 150 head of live stock.

*7/15/42
Does not
include
hunting &
trapping rights*

*Which allows reserve & reserve
right to let & lease!*

2 -

C

If the foregoing agreement is acceptable to you, please sign your name to the enclosed copy of this letter, which you will please return to us in the enclosed self-addressed stamped envelope, which requires no postage by you.

Very truly yours,

Geo. M. Irving
Geo. M. Irving,
Trust Officer.

O

December 15, 1939.

P

APPROVED AND ACCEPTED

Jack Farmer

Jack Farmer, Tenant.

Y

File No. S.F. 15326

Harris County

Copy of de to Jack Farmer

Filed May 19, 1952

BASCOM GILES, Com'r

Ora May Warren
File Clerk

117

May 20, 1952

Andrews, Kurth, Campbell & Bradley
22nd Floor Gulf Building
Houston 2, Texas

Attention: Mr. Raymond A. Cook

Dear Mr. Cook:

The School Land Board at a meeting held in my office on May 20, 1952, took up for consideration the application of Mary Niedermeier and Second National Bank of Houston, Trustee to purchase 413.41 acres of unsurveyed school land in Harris County, S. F. 15326, and fixed the price at which they may pay for the same at \$12.00 per acre.

Since this area is more than five miles from production, the reservation of minerals therein to the State will be a free royalty of one-sixteenth of the oil and gas and one-eighth of the sulphur and other minerals.

Since this tract contains more than 80 acres, it may be paid for either on time by paying 1/5th down and the balance due in 40 years and bearing 5% interest, or it may be paid for in cash. Should she elect to pay for same on a cash basis, then she should forward a check in the sum of \$4,960.92. Also the patent fee on this area would amount to 10.00. These amounts may be included in one check which should be made payable to the State Treasurer. She must also send a separate check made to the Commissioner of the General Land Office in the sum of \$1.04 as recording fee.

As I interpret the law, it contemplates the purchase of this area within 90 days from the date the Commissioner finally determines the existence of a vacancy, which in this case was May 20, 1952.

A form of acceptance is enclosed herewith for their signature. Upon receipt of the acceptances properly signed together with the above sums, if she elects to pay all cash, patent will issue thereon and be sent to the County Clerk with instructions to forward to you when the same has been recorded.

Sincerely yours,

BASCOM GILES, COMMISSIONER
OF THE GENERAL LAND OFFICE

ATM:ej
enc.

17A

52 15326

Letter of
evaluation.

5-20-52

ACCEPTANCE OF TERMS OF SALE
OF UNSURVEYED SCHOOL LAND

(Applicant or Good Faith Claimant)

40240

40241

40242

Houston, Texas

May 28, 1952 40243

TO THE COMMISSIONER OF THE GENERAL LAND OFFICE, AUSTIN, TEXAS:

We hereby accept the terms of sale of the tract of unsurveyed school land hereinafter described as stated in your letter dated May 20, 1952 and apply to complete our application to purchase under the terms of House Bill No. 9, passed at the Regular Session of the Forty-sixth Legislature and approved June 19, 1939, and other laws relating to the sale of unsurveyed school land without settlement.

The land is situated in Harris County, Texas, about 15 miles East from the county seat, and is briefly described as follows:

<u>Survey No.</u>	<u>S. F. No.</u>	<u>Acres</u>	<u>Classification</u>
	15326	413.41	

We agree to pay for said land the price of \$12.00 per acre, and we hereby enclose the sum of \$4,960.92 as the full cash payment therefor.

We further agree that the sale to us is made upon the express conditions, to-wit:

The reservation of minerals therein to the State will be a free royalty of one-sixteenth of the oil and gas and one-eighth of the sulphur and other minerals.

The undersigned, J. A. Niedermeier, does solemnly swear that his sister, Miss Mary, Niedermeier, is over twenty-one (21) years of age. The undersigned, Homer E. Henderson, does solemnly swear that he is the Vice-President and Trust

RECEIVED

JUN 23 1952

GENERAL LAND OFFICE

Officer of The Second National Bank of Houston and that he is duly authorized on behalf of said Bank to execute this instrument in the Bank's capacity as shown.

MISS MARY^{A.} NIEDERMEIER

By J. A. Niedermeier
Attorney in Fact

THE SECOND NATIONAL BANK OF HOUSTON,
TRUSTEE UNDER THE WILL AND FOR THE
ESTATE OF CARRIE B. CARTER, DECEASED

By Homer E. Henderson
Vice President & Trust Officer

SWORN TO AND SUBSCRIBED before me by J. A. Niedermeier,
this the 10th day of June, 1952.

A. R. Stewart
Notary Public in and for
Harris County, Texas

A. R. STEWART
Notary Public, Harris County, Texas

SWORN TO AND SUBSCRIBED before me by Homer E. Henderson,
this the 10th day of June, 1952.

A. R. Stewart
Notary Public in and for
Harris County, Texas

A. R. STEWART
Notary Public, Harris County, Texas

RECEIVED
JUN 23 1952
GENERAL LAND OFFICE

28-12357
Carrie B. Carter

Officer of The Second National Bank of Houston and that he is
duly authorized on behalf of said Bank to execute this instru-
ment in the Bank's capacity as shown.

MISS MARY NIEDERMEIER

By [Signature]
Attorney in fact

THE SECOND NATIONAL BANK OF HOUSTON,
TRUSTEE UNDER THE WILL AND FOR THE
ESTATE OF CARLIE B. CARTER, DECEASED

By [Signature]
Vice President & Trust Officer

SWORN TO AND SUBSCRIBED before me by J. A. Niedermeier,
this the 10th day of June, 1952.

[Signature]
Notary Public in and for
Harris County, Texas

SWORN TO AND SUBSCRIBED before me by Homer B. Henderson,
this the 10th day of June, 1952.

[Signature]
Notary Public in and for
Harris County, Texas

58 15326
Copyrighted by [Signature]

(18)



RECEIVED
JUN 23 1952
GENERAL LAND OFFICE



BASCOM GILES, Commissioner.
ALVIS VANDYGRIF, Chief Clerk.

DUPLICATE RECEIPT

(To be Kept by Land Office)

LEDGER 143

PAGE 244

FILE No. SF 15326

Post Office Houston, Texas, 19 52

To THE COMMISSIONER General Land Office, Austin, Texas.

I enclose check for \$ 2485.46
(Say whether Money Order or Draft on a Bank in Austin, or Cash.)

of which { \$ 2480.46 are for principal
\$ _____ are for interest
\$ 5.00 are for fees } payment on the following land purchased from the State,
to-wit:

Section	Block	Township	Certificate	SURVEY	Acres	County
				Good Faith Claimant	413.41	Harris

Mary Neidermeier and

(Name of Sender.)

Second Nat. Bank of Houston, Texas

(Address)

Received remittance as stated above.

Commissioner General Land Office.



BASCOM GILES, Commissioner.
ALVIS VANDYGRIFP, Chief Clerk.

DUPLICATE RECEIPT

(To be Kept by Land Office)

LEDGER 143

PAGE 244

FILE No. SP 15326

Post Office Houston, Texas, 1952

To THE COMMISSIONER General Land Office, Austin, Texas.

I enclose check for \$ 2485.46,
(Say whether Money Order or Draft on a Bank in Austin, or Cash.)

of which

\$ <u>2480.46</u>	are for principal	} payment on the following land purchased from the State, to-wit:
\$ _____	are for interest	
\$ <u>5.00</u>	are for fees	

Section	Block	Township	Certificate	SURVEY	Acres	County
				<u>Good Faith Claimant</u>	<u>413.41</u>	<u>Harris</u>

Mary Niedermeyer and
(Name of Sender.)

Received remittance as stated about 8-23-1952

Second Nat. Bank of Houston, Texas

(Address)

Commissioner General Land Office.



HARCOB GILES, Commissioner.
ALVIS VANDYGRIFT, Chief Clerk.

DUPLICATE RECEIPT

(To be Kept by Land Office)

File No. 15325

Post Office Houston, Texas

TO THE COMMISSIONER General Land Office, Austin, Texas.

I enclose check

(Say whether Money Order or Draft on a Bank in Austin, or Cash.)

payment on the following land purchased from the State

\$ 2480.48	are for principal
\$	are for interest
\$ 5.00	are for fees

of which

Section	Block	Township	Certificates	SURVEY	Acres	County
				Good Faith Claimant	413.41	Harris

Mary Niedermaier and
(Name of Sender)

Second Nat. Bank of Houston, Texas

(Address)

Commissioner General Land Office

Received remittance as stated above 83-188

1957-15326

JOURNAL 143

PAGE 244

1952

for \$ 2485.48

Ledger 143

LAND AWARDS AND RECEIPT

File No. SF 15326

Page 244

Date of Award June 23, 1952

GENERAL LAND OFFICE,
AUSTIN, TEXAS

WHEREAS, Mary Niedermeier and Second National Bank of Houston,
Trustee

of Houston, Texas, has, in the manner and form prescribed by law, filed in this office an application and obligation to purchase the following land, to-wit:

SECTION	BLOCK	TOWNSHIP	CERTIFICATE	GRANTEE	ACRES	PRICE	COUNTY
			S.F. 15326	Mary Niedermeier & Second National Bank, Trustee	413.41	\$ 12.00	Harris

Date of Sale _____

Amount of Note \$ _____

Rate of Interest _____ Per Cent

Due November 1st Annually
SCHOOL LAND

The School land Board having fixed the price, and the State having received \$4,960.92 as the full payment thereon, I do hereby award to said applicant the survey of land described above with a reservation of a free royalty of one-sixteenth on oil and gas and one-eighth on sulphur and all other minerals to the State.

W. C. Files
Commissioner General Land Office

[Handwritten signature]

SCHOOL LAND
Due November 1st Annually

Rate of Interest Per Cent

Amount of Note \$

Date of Sale

minerals to the State.
and one-eighth on sulphur and all other
royalty of one-sixteenth on oil and gas

land described above with a reservation of a free
thereon, I do hereby award to said applicant the survey of
having received \$4,000.00 as the full payment

The School Land Board having fixed the price, and the State
bank, Trustee

SECTION	BLOCK	TOWNSHIP	COUNTY	GRANTOR	ACRES	PRICE	COUNTY
			2. E.	MARY NIEDERMAYER	412.41	\$ 13.00	HARRIS

(20)

law, filed in this office an application and obligation to purchase the following land, to-wit:

of Houston Texas, has, in the manner and form prescribed by

MARY NIEDERMAYER and Second National Bank of Houston, Trustee

AUSTIN, TEXAS
GENERAL LAND OFFICE.

15326

[Handwritten signature]

Date of Award June 25, 1903

LAND AWARDS AND RECEIPT

File No. 21 15326

Register



General Land Office

BASCOM GILES, COMMISSIONER
DENNIS WALLACE, CHIEF CLERK

Austin, Texas, June 30, 1952

County Clerk Harris County
Houston, Texas

Dear Sir:

The enclosed Receiver's check for \$ 2.00 is for recording the enclosed patent in

Harris County, issued to the Patentee shown therein.

The other check or checks, enclosed, if any, is the fee for the other county clerk, or clerks, as shown.

When recorded by you, kindly forward patent, and this letter, with balance of fees, if any, to other proper county clerk, and when record is fully completed deliver to the owner or his agents, in person or by registered mail, as required by Chapter 47, Acts April 2, 1918.

Andrews, Kurth, Campbell & Bradley, Attn: Raymond A. Cook
Gulf Bldg. Houston, Texas paid the fees as agent or owner.

Patent No. 340-341

Sincerely,

Vol. No. 20-B

Commissioner,

File No. SF 15326-7



BACON GILES, COMMISSIONER
DENNIS WALLACE, CHIEF CLERK

General Land Office

Austin, Texas, Jan 10, 1918

County Clerk Harris
Houston, Texas

Dear Sir:

The enclosed Receiver's check for \$ 2.00 is for recording the enclosed patent in

Harris County, Texas, issued to the Patentee shown therein.
The other check or checks enclosed, if any, is the fee for the other county clerk or clerks, as shown.
When recorded by you kindly forward patent, and this letter, with balance of fees, if any, to other
proper county clerk, and when record is fully completed deliver to the owner or his agents, in person or
by registered mail, as required by Chapter 47, Acts April 2, 1918.

Andrews, Ruth, Campbell & Bradley, State Raymond A. Cook
Gulf Bldg., Houston, Texas
paid the fees as agent or owner.

Sincerely,

Patent No. 346-241

Vol. No. 20-3

File No. 27 15326-7

Commissioner

Form 1411-7

54 15326
21

July 8, 1952

Mr. Carl S. Smith, Tax Assessor
And Collector Harris County.
Houston, Texas

Dear Mr. Smith:

The following information should be noted
on your record:

The following sales were made under the
provisions of an Act approved June 19, 1939, and
other laws relating to the sale of unsurveyed school
land:

A tract containing 413.41 acres was sold
to Mary Niedermeier and Second National Bank of Houston,
Trustee, under the will and for the Estate of Carrie B.
Carter, deceased. This information will be carried in
Abstract Supplement D, under Abstract No. 1736, S.F.
15326.

Another tract containing 25.4 acres has been
sold to Mary Niedermeier and Second National Bank of
Houston, Trustee, under the will and for the Estate of
Carrie B. Carter, deceased. This information will be
carried in Abstract Supplement D, under Abstract No.
1737, S. F. 15327.

Sincerely yours,

BASCOM GILES, COMMISSIONER
OF THE GENERAL LAND OFFICE

MH

22

L. F. 15326

Assessor-Collector

Notified 7-8-52

①

GRANTEE
SURVEYED BY

GFC

SUR. No.

SF - BLK
15326

COUNTY

Harris

STATE

DATE

2/13/52

B-212-151-4M

CALCULATED BY

VES

STA.	COURSE	DISTANCE	COS	SINE	LATITUDES		DEPARTURES		D. M. D.	N. D. A.	S. D. A.
					N	S	E	W			
S4357W		169.9	71995	69403		122.3		117.9	6870.3		
S4739W		105.1	67366	73904		70.8		77.7	6674.7		
S3908W		119.7	77568	63113		92.8		75.5	6521.5		
S5022W		385.6	63787	77014		246.8		297.0	6149.0		
S3030W		341.5	86163	50754		294.2		173.3	5678.7		
S2721W		170.6	88822	45942		151.5		78.4	5427.0		
S2246W		189.0	92209	38698		174.3		73.1	5275.5		
S1503W		343.2	96570	25966		331.4		89.1	5113.3		
S0920W		174.4	98676	16218		172.1		28.3	4995.9		
S1134E		70.5	97969	20051		69.1	14.1		4981.7		
W -		607.6						607.6	4388.2		
N5835W		455.0	52126	85340	237.2			388.3	3392.3		
N4617W		432.0	69109	72277	298.6			312.2	2691.8		
N3417W		103.0	82626	56329	85.1			58.0	2321.6		
S8320W		261.0	11609	99324		30.3		259.2	2004.4		
N5740W		239.4	53484	84495	128.0			202.3	1542.9		
S3832W		169.9	78225	62297		132.9		105.8	1234.8		
S8420W		340.6	09874	99511		33.6		338.9	790.7		
S2104W		303.8	93316	35945		283.5		109.2	302.0		
S2806W		106.6	88213	47101		93.9		50.2	182.6		
S0847E		176.6	98827	15270		174.5	27.0		159.4		
W -		49.0						49.0	137.4		
N1003W		253.2	98466	17451	249.3			44.2	44.2		
N0314E		101.5	99841	05640	101.3				5.7		
N2057E		61.9	93389	35755	57.8				22.1		
N0852W		69.1	98805	15414	68.3				10.7		
N2935E		80.6	87107	49116	70.2				39.6		

2

GRANTEE

SUR. No.

BLK.

COUNTY

STATE

SURVEYED BY

DATE

CALCULATED BY

DATE

B-212-151-4M

STA.	COURSE	DISTANCE	COS	SINE	LATITUDES		DEPARTURES		D. M. D.	N. D. A.	S. D. A.
					N	S	E	W			
N 21 17 E	163.4	93180	36298	152.3		59.3		172.7			
N 25 30 E	106.2	90259	43051	95.9		45.7		277.7			
N 41 05 E	196.2	75375	65716	147.9		128.9		452.3			
N 46 16 E	61.9	69130	72257	42.8		44.7		625.9			
N 69 24 E	86.4	35184	93606	30.4		80.9		751.5			
N 70 12 E	83.5	33874	94088	28.3		78.6		911.0			
N 77 27 E	105.5	21729	97611	22.9		103.0		1092.6			
N 85 38 E	180.0	07614	99710	13.7		179.5		1375.1			
N 59 21 E	164.5	50979	86030	83.9		141.5		1696.1			
N 52 22 E	226.8	61061	79193	138.5		179.6		2017.2			
S 64 06 E	80.3	43680	89956		35.1	72.2		2269.0			
S 83 38 E	104.4	11089	99383		11.6	103.8		2445.0			
N 79 58 E	87.8	17422	98471	15.3		86.5		2635.3			
S 80 02 E	205.2	17308	98491		35.5	202.1		2923.9			
S 67 02 E	73.8	39020	92073		28.8	67.9		3193.9			
N 86 58 E	189.0	05292	99860	10.0		188.7		3450.5			
N 76 23 E	63.4	23542	97189	14.9		61.6		3700.8			
N 44 23 E	45.4	71468	69946	32.4		31.8		3794.2			
S 35 37 E	81.4	81293	58236		66.2	47.4		3873.4			
S 79 17 E	60.5	18595	98256		11.2	59.4		3980.2			
S 35 17 E	91.8	81631	57762		74.9	53.0		4092.6			
S 73 17 E	234.7	28764	95774		67.5	224.8		4370.4			
N 75 13 E	170.6	25516	76690	43.5		165.0		4760.2			
N 11 43 E	64.4	97916	20307	63.1		13.1		4938.3			
S 39 17 E	98.3	77402	63316		76.1	62.2		5013.6			
N 47 13 E	67.3	67923	73393	45.7		49.4		5125.2			
N 75 28 E	174.6	25094	96800	43.8		169.0		5343.6			

3

GRANTEE
SURVEYED BY

SUR. No.
DATE

BLK.

COUNTY

STATE
DATE

B-212-151-4M

STA.	COURSE	DISTANCE	COS	SINE	LATITUDES		DEPARTURES		D. M. D.	N. D. A.	S. D. A.
					N	S	E	W			
N4346 E		165.6	72216	69172	119.6		114.5		5627.1		
N6744 W		85.3	37892	92543	32.3			78.9	5662.7		
N0644 W		58.7	99310	11725	58.3			6.9	5576.9		
N0146 E		70.2	99952	03083	70.2		2.2		5572.2		
N6046 E		93.6	48837	87264	45.7		81.7		5656.1		
N3244 W		135.0	84120	54073	113.6			73.0	5664.8		
S5216 W		111.6	61199	79087		68.3		88.3	5503.5		
S8716 W		63.7	04769	99886		3.0		63.6	5351.6		
N5204 W		51.1	61474	78873	31.4			40.3	5247.7		
N3456 E		133.2	81982	57262	109.2		76.3		5283.7		
N3243 E		77.0	60576	79565	46.6		61.3		5421.3		
N8943 E		303.8	00495	99999	1.5		303.8		5786.4		
S1125 E		58.5	98021	19794		57.3	11.6		6101.8		
S5302 E		60.1	60135	79899		36.1	48.0		6161.4		
N6528 E		129.6	41522	90972	53.8		117.9		6327.3		
N8658 E		61.2	05292	99860	3.2		61.1		6506.3		
N5721 E		69.8	53951	84198	37.7		58.8		6626.2		
N8943 E		151.6	00495	99999	.8		151.6		6836.6		
					3045.0	3044.8	3896.9	3896.9			

12.687430 ✓
 8019688.
 4.667742
 2.3337811.
 413.41

~~12.687430~~
~~8019688.~~
~~4.667742~~
~~2.3337811.~~
~~413.41~~

(24)

File: SF 15326
Certificate of Fact
E. V. Morton
February 3, 1959

W Elmer L. Hamilton
Houston, Texas
12-29-72

Certificate of Fact
Steve Owen Petroleum
Land Services
6-26-86