

341

2/1 52

File S. F. 15327

Abst.#1737

HARRIS

County

SCHOOL LAND

Mary Niedermeier and Second National Bank of Houston, Trustee

(FR) (Good Faith Claimant) Houston, Texas

5-20-52

JRB

25.1 Acres

Section No.

Map M.K.D. P.D. REG. M.K.D. P.T.D. Tsp.

Block Cert.

see Report in SF-15326

see Rolled Sk. 75

Patent to original with M/R 6-26-52 Rowan 25.4

CORRECT ON MAP FOR 25.4 ACRES

2/27/52 VGS

approved as map and valued by the Commissioner and the School Land Board at \$12.00 per acre. May 20, 1952

Bascom files, loan?

Obligation

Vol.

143

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Patd. Abst. Sup. D

B-138-1050-4m

Patented JUN 27 1952

No. 341 Vol. 20-B

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Mailed Co. Clk. JUN 30 1952

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17 Pay JUN 25 1952 K

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6.23.52

Pat fee 2.50 Reg. 40241

" " 9.50 " 40243

Rec " 1.00 " 40245

Mary Niedermeier, et al  
By: Andrews, Kurtz, Campbell  
& Bradford

Genl Bldg.; Houston, Tex.

PAID IN FULL FOR 25.40 ACRES

DATE JUN 25 1952

N

# 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 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.

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 x

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

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

RECEIVED

JAN 31 1952  
at 10:30 AM  
GENERAL LAND OFFICE

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

S4083

*L. R. A. Washburn, County Surveyor of Harris County, Texas, hereby certify that the above and foregoing application was filed for record on the 30th day of Jan., 1952, at 4:30 o'clock P.M., and recorded in Vol. 13 P. 8 in Surveyors office, Harris County, Texas.*

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

GENERAL LAND OFFICE  
Austin, Texas

15327

S. F. No.

APPLICATION TO PURCHASE  
UNSURVEYED SCHOOL LAND  
(Good Faith Claimant)

*Mary Niedermeyer and Second National Bank of Houston, Trustee  
Houston, Texas.*

WITHOUT SETTLEMENT

acres

in *Harris* County, Texas.

Filed *January 31*, 19 *52*

*Rascon Giles*  
Commissioner *ow*

Approved \_\_\_\_\_, 19\_\_\_\_  
Rejected \_\_\_\_\_

Commissioner

RECEIVED AS STATED

*5/2 11/31/52*

*Page # 20433*

MARGREE STEINER, Receiver  
GENERAL LAND OFFICE  
*ow*

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.)

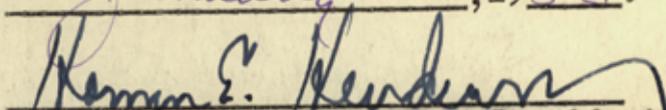
1. Kind of soil and topography of surface and purpose for which it is adapted--agricultural or grazing.  
**Marshy but useful for grazing.**
2. Type and value of timber, if any.  
**None.**
3. Assessed value. (If not rendered for taxation, give last assessed value of adjoining lands.)  
**\$20.00 an 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.

E. Carter, Receiver

ALLI and ...

Bank of ...

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To the ...

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File No. S. F. 15327  
Harris County  
Questionnaire  
Filed January 31, 1952  
BASCOM GILES, Com'r  
Ora Mayhew  
File Cler

(2)

RECL.  
JAN 31 1952  
GENERAL LAND OFFICEAFFIDAVIT

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 Niedermeier 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

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.

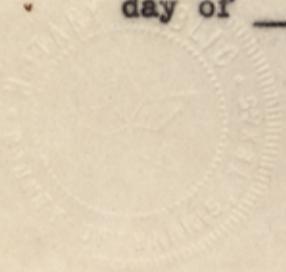
The nearest producing oil or gas well is over six miles from the closest portion of the tracts in

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 Mine 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: [Signature]*

*Vertical handwritten notes:*  
15821 f. b. AM oil  
Contra  
12 01 15 p.m. 1952  
B.V. COOK OIL & GAS CO.  
[Other illegible scribbles]

SUBSCRIBED AND SWORN TO before me this 30<sup>th</sup> 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

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INDEPENDENT PUBLIC ACCOUNTANTS  
BY THE HARRIS COUNTY CLERK

HARRIS COUNTY, TEXAS  
COUNTY CLERK  
JANUARY 31 1952

Subscribed and sworn to before me this 29th day of January 1952.

OC and are ordered to be filed in the

File No. S. F. 15327 (3)

Harris County

Affidavit

Filed January 31, 1952

BASCOM GILES, Com'r

Ora May Warren  
File Clerk

*[Handwritten signature]*

of the fee issue.  
The tracts under application are not now  
of the tracts (admitted to a debt in excess of  
Cockburn Oil-Deerborn #1 approximately 1,000 feet  
feet West of the tracts (admitted to 6551 feet)  
the Circle W-Newton Realty Sales #1 approximately 8,000  
8,000 feet southeast of the tracts (admitted to 6253 feet),  
including the Honan and Thompson #1 mine approximately  
in the immediate vicinity of the tracts under application,  
under application. Several dry holes have been drilled  
Oil #1 in a southeasterly direction from the tracts  
question, 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 now 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 <sup>for</sup> and as to the east line of the Harris and Carpenter League, together with the fact

(continued)

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

D  
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File No. S. 7. 15327

Harris County

Title Report

Filed January 31, 1952

E BASCOM GILES, Com'r

Chas 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 26.42 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.

20433

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: *Norman E. Henderson*  
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

(6)

File No. S. 7. 15327

Harris County  
As to Raymond Cook

Filed February 1, 1952

BASCOM GILES, Com'r

Ora May Warren  
File Clerk

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D-364

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

November 15th, 1951

INDEX

STATE OF TEXAS |  
: |  
COUNTY OF HARRIS |

FIELD NOTES of a survey of <sup>25.4</sup>~~26.42~~ acres of land made for Mary A. Niedermeyer 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 point on the Easterly shore line of Lost Lake, located 401.6 varas East of the Southeast corner of the B. N. Garrett Survey;

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

- North 10° 58' West 224.17 varas
- North 68° 55' East 225.47 "
- South 67° 44' East 365.04 "
- South 49° 55' East 150.12 "
- South 38° 01' East 74.16 "
- and South 09° 34' East 7.92 varas;

THENCE West 667.40 varas to the PLACE OF BEGINNING.

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

- |                                   |                          |
|-----------------------------------|--------------------------|
| W. F. Wellman )                   | J. W. Shook )            |
| H. C. Wellman ) Instrumentmen     | E. G. Rexford )          |
| N. E. Wicklund )                  | E. F. Dolin ) Chain      |
|                                   | C. W. LaLanne ) Carriers |
| C. E. Giere )                     | H. J. Roberts )          |
| A. Wellman, Jr. ) Flagmen & Axmen | Paul B. Prather)         |

Variation

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 according 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 25.4 Ac. were filed for record on the 18 day of February 1952, at 1:35 P.M., o'clock and recorded in Vol. M. Page 313 + 314 of the Surveyor's records of Harris County, Texas.

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

FEB 23 1952

REFERRED TO MAP

RECEIVED  
20 JAN 31 1952

GENERAL LAND OFFICE

REFERRED TO MAP  
FEB 23 1925

GENERAL LAND OFFICE  
SPRING 21 1925

RECEIVED  
RECEIVED

313+314

Office of the Surveyor, Harris County, Texas.  
Records of the Surveyor, Harris County, Texas, Vol. 1, M.  
were filed for record on the 18th day

I, Paul B. Boyles, County Surveyor of Harris County, Texas, hereby certify that the foregoing field notes of S. B. Boyles

Licensed State Land Surveyor

This 15th day of November, 1921.

as I found them on the ground. The foregoing field notes, sheets and plat, are truly described in the foregoing field notes, sheets and the maps, documents and corners, with the marks, returned and the foregoing survey was made on the ground, and according to law; I, P. B. Boyles, Licensed State Land Surveyor, hereby certify that

Map No. S003-H-A

Verification

A. Williams, Jr.	)	Firemen & Axmen	Paul B. Boyles
C. E. Glaze	)		H. J. Roberts
M. E. Nickland	)		C. W. Lelanne
M. O. Williams	)	Instrumentmen	E. F. Dolin
M. E. Williams	)		E. G. Pexford
	)		L. W. Shook

Surveyed from December 28th, 1920 to May 26th, 1921.

THENCE West 60°.40' arise to the PLACE OF BEGINNING.

File No. SF-15327  
HARRIS County

School Land  
Field Notes

Filed Feb. 23, 1922

BASCOM GILES, Cem'r

W. H. Boyles File Clerk

Connect on Map for 25<sup>+</sup> Acres  
2/27/52 165

Patented  
6-27-52  
Robert Jean

South 38.01'	East 24.16'
South 49.25'	East 120.15'
South 67.41'	East 362.04'
North 68.25'	East 222.44'
North 70.28'	West 224.15'

RECEIVED AS STATED

Date 1/31/52  
Reg. No. 20433

GENERAL LAND OFFICE

COUNTY OF HARRIS  
STATE OF TEXAS

TEXT

November 12th, 1921

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

D-304

D-364

ANDREWS, KURTH, CAMPBELL & BRADLEY

ATTORNEYS  
22ND FLOOR GULF BUILDING  
HOUSTON 2, TEXAS

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.

February 21, 1952

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

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

Dear Sir:

Enclosed are the recorded field notes  
which we are refileing pursuant to your request  
in connection with the captioned applications.

Yours very truly,

*Raymond A Cook*

43

encls.

RECEIVED  
FEB 23 1952  
REFERRED TO MAP



February 27, 1952

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

Attention: Mr. Raymond A. Cook

Dear Mr. Cook:

I am returning to you herewith duplicate copies of the report, field notes and sketch relative to Good Faith Claimant Files SF15326-7 which you submitted to this office. These documents are unnecessary for our files.

However, I have not as yet received the original copy of the sketch above referred to. Before final action can be taken on Good Faith Claimant applications, it will be necessary for you to file the original tracing of the sketch bearing the signature and seal of the surveyor.

Sincerely yours,

VES:IB

BASCOM GILES, COMMISSIONER  
OF THE GENERAL LAND OFFICE

Enclosures

SF15326-7

SF. 15327

7B

FULBRIGHT, CROOKER, FREEMAN & BATES

ATTORNEYS AT LAW

SECOND NATIONAL BANK BUILDING

HOUSTON 2, TEXAS

August 26, 1950

C  
O  
P  
Y  
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 Graranty 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 transmission 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 possession, 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 payment of all taxes which said property is chargeable have been paid up to and including the year 1949 and the

REQUIREMENT

that you be furnished with a survey of said property.

Very truly yours,

*Fulbright, Crocker, Freeman + Bates*

{ Original }  
{ Signed } FULBRIGHT, CROCKER, FREEMAN & BATES

18

File No. S.7. 15327

Harris County

Title Opinion

Filed February 29, 1952

BASCOM GILES, Com'r

Ora May Warren  
File Clerk

ANDREWS, KURTH, CAMPBELL & BRADLEY  
HOUSTON 2, TEXAS

May 16, 1952

RECEIVED  
MAY 19 1952  
REFERRED TO LAW

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.

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File No. 8-512357  
Filed  
BASCOM GILES



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 of the State of Texas at a meeting held in my office May 20, 1952, fixed a price at which your clients Mary Niedermeier and Second National Bank of Houston, Trustee may pay for the unsurveyed school land in S. F. 15327, 25.4 acres, Harris County, which they applied for 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 area contains less than 80 acres, it will have to be paid for in cash. They should, therefore, forward a check in the amount of \$304.80, which according to my calculation, is the amount necessary to pay for such unsurveyed school land. In addition to the above, the patent fee on this tract will be \$5.00. You may include these two sums in one check which should be made payable to the State Treasurer. It will also be necessary for you to forward to this office a separate check in the sum of \$1.04 to defray the expense of recording the patent in the county where the land is located. This latter check must be made payable to the Commissioner of the General Land Office.

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

I am enclosing a form of acceptance, which I request that they fill out and return to this office with the remittances.

Sincerely yours,

BASCOM GILES, COMMISSIONER  
OF THE GENERAL LAND OFFICE

ATM:ej  
enc.  
SF 15327

9A

58 15327

Letter of  
valuation

5-20-52

g

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.

File No. S. 7. 15327

Harris County

P 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 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:

*J. H. Fren*  
Assistant Cashier

By *D. C. [Signature]*  
Vice-President and Trust Officer LESSOR

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

File No. S. 7. 15327

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.

PROPERTY 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 15<sup>th</sup> 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:

*Hansel Ogden*  
Assistant Cashier

By

*Wm. E. Anderson*  
Vice President & Trust Officer

LESSOR

*Mason Romans*  
Mason Romans

LESSEE

Address: 9719 Wallisville rd.

12

File No. S. F. 15327

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 19<sup>th</sup> 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 Geo. W. Davis  
Vice President and Trust Officer  
LESSOR

X. L. J. Mann  
LESSEE

113

File No. S. 7. 15327

Harris County

Grazing Lease

Filed May 19, 1952

E BASCOM GILES, Com'r

Ora May Warren  
File Clerk



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. Mosing  
Vice-President & Trust Officer LESSOR

Julius F. Klasing  
Julius F. Klasing LESSEE

Address: R. 1, Box 257  
Baytown, Texas

(114)

file No. S.F. 15327

Harris County

Grazing Lease

Filed May 17, 1952

 BASCOM GILES, Com'r

Ora May Warren  
File Clerk



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*

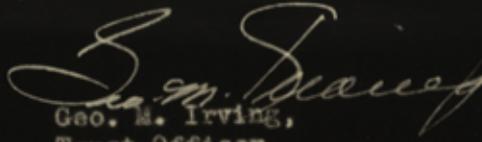
*Which allows reserve & reserve  
right to let & lease!*

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,  
Trust Officer.

O

December 15, 1939.

P

APPROVED AND ACCEPTED

  
\_\_\_\_\_  
Jack Farmer, Tenant.

Y

15

File No. S. F. 15327

Harris County

Copy of Ltr to Jack Farmer

Filed May 19, 1952

BASCOM GILES, Com'r

Ora Mayhew  
File Clerk

40240

40241

40242

40243

ACCEPTANCE OF TERMS OF SALE  
OF UNSURVEYED SCHOOL LAND

(Applicant or Good Faith Claimant)

Houston, Texas

May 28, 1952

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

We hereby accept the terms of sale of the tract of un-surveyed 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>
	15327	25.4	

We agree to pay for said land the price of \$12.00 per acre, and we hereby enclose the sum of \$304.80 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, <sup>A.</sup> 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.

8812885 (18)

A.  
MISS MARY, 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

RECEIVED  
JUN 23 1925

MISS MARY MILDRED MEIER  
V. H. HENDERSON

HALL'S COUNTY, TEXAS  
NOTARY PUBLIC IN AND FOR

*[Signature]*

this the 23rd day of *June*, 1925.

SMOKE TO AND DESCRIBED BEFORE ME BY HOMER E. HENDERSON,

HALL'S COUNTY, TEXAS  
NOTARY PUBLIC IN AND FOR

*[Signature]*

this the 23rd day of *June*, 1925.

SMOKE TO AND DESCRIBED BEFORE ME BY J. V. METERMEYER,

BY *[Signature]*  
VICE PRESIDENT & MANAGER OFFICER

ESTATE OF CURTIS R. CUMLEY, DECEASED  
LEGATE UNDER THE WILL AND FOR THE  
THE SECOND NATIONAL BANK OF HOUSTON,

BY *[Signature]*  
VICE PRESIDENT IN LEGAL

MISS MARY MILDRED MEIER

went to the bank, a copy of the same.

only authorized on behalf of said bank to execute this trust in

officer of the Second National Bank of Houston and that he is

*[Signature]*  
accepts, as terms  
6-23-25

8415327

(16)

40241 40243



BASCOM GILES, Commissioner.  
ALVIS VANDYGRIF, Chief Clerk.

# DUPLICATE RECEIPT

(To be Kept by Land Office)

LEDGER 143

PAGE 245

FILE No. SF 15327

Post Office Houston, Texas, 1952

To THE COMMISSIONER General Land Office, Austin, Texas.

I enclose checks 154.00 154.00 for \$ 309.80  
(Say whether Money Order or Draft on a Bank in Austin, or Cash.)

of which { \$ 304.80 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
				<b>Good Faith Claimant</b>	<b>25.40</b>	<b>Harris</b>

Mary Niedermeier and

(Name of Sender.)

Second Nat. Bank of Houston, Tex.

(Address)

Received remittance as stated above. 6-23-52

Commissioner General Land Office.



ALVIN VANDYGRIF, Chief Clerk  
RABSON GILES, Commissioner.

# DUPLICATE RECEIPT

(To be Kept by Land Office)

Second Nat. Bank of Houston, Tex.  
(Name of Sender)  
Ray Niedermeier and

(Address)

Commissioner General Land Office

Received remittance as stated above.  
6-23-88

Section	Block	Township	Certificate	SURVEY	Acres	County
				Good Faith Claimant	25.40	Harris

of which

\$ 5.00	are for fees
\$ 504.80	are for interest
\$ 504.80	are for principal

to wit: payment on the following land purchased from the State

I enclose \$309.80 for 2 (see other notes filed of title on a Bank in Austin, or Cash.)

To THE COMMISSIONER General Land Office, Austin, Texas.

File No. 18327

Post Office Houston, Texas

PAGE 248

LEDGER 143

40841 40842

Final

17  
SF-15327

Ledger 143

# LAND AWARDS AND RECEIPT

File No. SF 15327

Page 245

Date of Award June 23, 1952, 1952

GENERAL LAND OFFICE,  
AUSTIN, TEXAS

WHEREAS, Mary Niedermeier & 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
			<u>S.F.</u> <u>15327</u>	<u>Mary Niedermeier &amp;</u> <u>Second Natl. Bank,</u> <u>Trustees</u>	<u>25.4</u>	<u>\$12.00</u>	<u>Harris</u>

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 \$ 304.80 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.

*Bascom Giles*

Commissioner General Land Office





D-512-181-12M

STATE  
DATE

COUNTY

CALCULATED BY

BLK. 723515327

SUR. NO. 19  
DATE

GRANTED BY  
SURVEYED BY

STA	COURSE	DISTANCE	COS	SINE	LATITUDE	DEPARTURES	E	W	D.M.C.	N.D.A.	S.D.A.
1	N 0° 00' 00" E	100.00	1.0000	0.0000	0° 00' 00"	100.00	100.00				
2	N 15° 00' 00" E	100.00	0.9659	0.2618	15° 00' 00"	96.59	41.94				
3	N 30° 00' 00" E	100.00	0.8660	0.5000	30° 00' 00"	86.60	51.96				
4	N 45° 00' 00" E	100.00	0.7071	0.7071	45° 00' 00"	70.71	70.71				
5	N 60° 00' 00" E	100.00	0.5000	0.8660	60° 00' 00"	50.00	86.60				
6	N 75° 00' 00" E	100.00	0.2618	0.9659	75° 00' 00"	26.18	96.59				
7	N 90° 00' 00" E	100.00	0.0000	1.0000	90° 00' 00"	0.00	100.00				
8	S 0° 00' 00" E	100.00	-1.0000	0.0000	0° 00' 00"	-100.00		100.00			
9	S 15° 00' 00" E	100.00	-0.9659	0.2618	15° 00' 00"	-96.59		41.94			
10	S 30° 00' 00" E	100.00	-0.8660	0.5000	30° 00' 00"	-86.60		51.96			
11	S 45° 00' 00" E	100.00	-0.7071	0.7071	45° 00' 00"	-70.71		70.71			
12	S 60° 00' 00" E	100.00	-0.5000	0.8660	60° 00' 00"	-50.00		86.60			
13	S 75° 00' 00" E	100.00	-0.2618	0.9659	75° 00' 00"	-26.18		96.59			
14	S 90° 00' 00" E	100.00	0.0000	1.0000	90° 00' 00"	0.00		100.00			
15	N 0° 00' 00" W	100.00	1.0000	0.0000	0° 00' 00"	100.00	100.00				
16	N 15° 00' 00" W	100.00	0.9659	0.2618	15° 00' 00"	96.59	41.94				
17	N 30° 00' 00" W	100.00	0.8660	0.5000	30° 00' 00"	86.60	51.96				
18	N 45° 00' 00" W	100.00	0.7071	0.7071	45° 00' 00"	70.71	70.71				
19	N 60° 00' 00" W	100.00	0.5000	0.8660	60° 00' 00"	50.00	86.60				
20	N 75° 00' 00" W	100.00	0.2618	0.9659	75° 00' 00"	26.18	96.59				
21	N 90° 00' 00" W	100.00	0.0000	1.0000	90° 00' 00"	0.00	100.00				

(20)

FILE NO: SF 15327  
CERTIFICATE OF FACTS

DATE: 12-29-72

FOR: Elmer G. Hamilton  
Houston, Texas

FILE NO: SF 15327  
CERTIFICATE OF FACTS

DATE: 10/9/86

FOR: Stephen Owen Petroleum  
Land Services  
Houston, Texas

FILE NO: \_\_\_\_\_  
CERTIFICATE OF FACTS

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

FILE NO: \_\_\_\_\_  
CERTIFICATE OF FACTS

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

FILE NO: \_\_\_\_\_  
CERTIFICATE OF FACTS

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_

FILE NO: \_\_\_\_\_  
CERTIFICATE OF FACTS

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_

FILE NO: \_\_\_\_\_  
CERTIFICATE OF FACTS

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_

FILE NO: \_\_\_\_\_  
CERTIFICATE OF FACTS

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

\_\_\_\_\_