

92
7
5
pk

BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT

This Blanket Conveyance, Bill of Sale and Assignment is executed by GARY RICHARDSON, TRUSTEE, ("Assignor") to and for the benefit of LAKEWOOD ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC. ("Assignee").

Introductory Provisions

The following provisions form a part of this Blanket conveyance, Bill of Sale and Assignment:

A. Concurrently herewith Assignor is conveying to Assignee by Warranty Deed the fee simple title to Reserve C in Lakewood on Lake Conroe, a subdivision in Montgomery county, Texas, together with the public drinking water plant improvements located thereon (hereinafter referred to as the "Property").

B. It is the desire of Assignor hereby to assign, transfer and convey to Assignee all pipes, pumps, equipment, fixtures, and other items of personal property, affixed or attached to, or placed or situated upon the Property, or used or acquired in any way whatsoever in connection with the public drinking water system for Lakewood on Lake Conroe Subdivision in Montgomery County, Texas (all of such properties and assets being referred to herein collectively as "Assigned Properties").

THEREFORE, in consideration of the foregoing and Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER and DELIVER to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assigned Properties, including without limitation of the generality of the foregoing, the following:

1. All pipes, pumps, equipment, fixtures, and all other personal property of every kind and character, owned by Assignor and located on the Property or used in connection with the public drinking water system in Lakewood on Lake Conroe Subdivision in Montgomery County, Texas, including, but not limited to, that personal property more particularly described on Exhibit "A" attached hereto, if, in fact, such exhibit is attached.

2. All of Assignor's interest in and to all existing and assignable guaranties and warranties (express or implied), if any, issued in connection with the installation of the public drinking water system in Lakewood on Lake Conroe Subdivision in Montgomery County, Texas, to the extent that such warranties and guaranties are known to and in the possession of Assignor.

PROVIDED, HOWEVER, Assignor hereby reserves the right to connect and tap on to said drinking water system for up to eleven (11) single family type connections or the equivalent for service to Reserves A & B of Lakewood on Lake Conroe Subdivision, provided that said connections do not require capital expenditures by Assignee in order to make adequate capacity available to Assignor. Adequacy of capacity shall be determined in good faith by Assignee. If such additional capital expenditures are necessary, Assignor shall have the option to pay said costs in toto. In that event, Assignor shall have the right to make connection to the system per the reservation in this paragraph. Assignor will not be required to pay any connection or tap

fees for said connections and thereafter, Assignor, his successors or assigns, will pay the usual and customary monthly fee for water use for each such connection as charged other residents of the subdivision.

Assignor delivers the assigned Properties unto Assignee, and Assignee's successors and assigns, TO HAVE AND TO HOLD forever, and Assignor does hereby bind Assignor, and Assignor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Assigned Properties unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise, subject, however, as aforesaid reserved right of additional connection.

Assignee by its acceptance hereof agrees to the terms hereof and to duties, obligations and liabilities of Assignor in the ownership and operation of the public drinking water system hereby assigned and agrees to indemnify and hold Assignor harmless from and against any and all loss, liabilities, claims or causes of action arising out of Assignee's ownership and operation of said public drinking water system in Lakewood on Lake Conroe Subdivision. After the date hereof, Assignor hereby covenants and agrees to indemnify, save and hold Assignee harmless from and against any and all loss, liability or damages incurred by Assignee as a result of claims brought against Assignee, as Assignor's successor in interest to the Assigned Properties, relating to causes of action occurring prior to the date hereof arising from a breach of the obligations of the Assignor as original owner and manager of the Assigned Properties.

Assignor hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Properties hereby assigned.

Executed this 8th day of June, 1994.

ASSIGNOR:

Gary Richardson, Trustee

GARY RICHARDSON, TRUSTEE

ASSIGNEE:

LAKWOOD ON LAKE CONROE
PROPERTY OWNERS
ASSOCIATION, INC.

By Deborah M. Kiesewetter

Name Deborah M. Kiesewetter

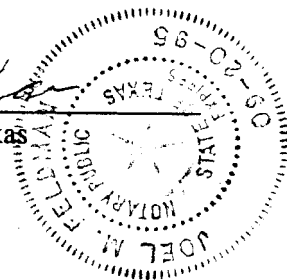
Title Secretary

997-01-2466

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

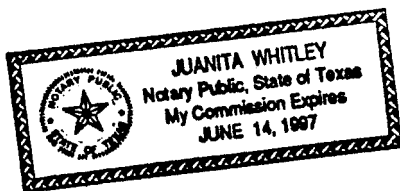
This instrument was acknowledged before me on the 8th day of June, 1994
by GARY RICHARDSON, TRUSTEE.

Joel M. Feldman
Notary Public, State of Texas



STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 28 day of JULY, 1994
by DEBORAH KIESEWETTER of LAKEWOOD
ON LAKE CONROE PROPERTY OWNERS ASSOCIATION, INC., _____,
a Texas corporation, on behalf of said corporation.



Juanita Whitley
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File
Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

AUG 10 1994



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

Return to: 94 AUG 10 PM 12:53
Gary Richardson Roy Harris
P.O. Box 525 COUNTY CLERK
WILLIS TX 77378 MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.