

246226

(VOL 710 FACE 11

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

I  
I  
I

EASEMENT

DEEDS

KNOW ALL MEN BY THESE PRESENTS:

THAT we, J. R. DILLARD, SR. and wife LA VONYE DILLARD, of the County of Tarrant, State of Texas, and J. R. DILLARD, JR. and wife, ANN DILLARD of the County of Dallas, State of Texas, will hereinafter be designated as "GRANTOR", whether one or more and to include both the singular and the plural.

THAT, SAN JACINTO RIVER AUTHORITY, a body politic and corporate existing under and by virtue of the laws of the State of Texas, and having its principal offices in Conroe, Montgomery County, Texas, will hereinafter be designated as "GRANTEE",

THAT in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good, valuable and sufficient consideration, this day in cash paid to GRANTOR by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist.

GRANTOR has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto GRANTEE, permanent easement rights, for the uses and purposes hereinafter stated, in, upon and over all that certain land lying and being situated within the William Atkins Survey, Abstract No. 3, Montgomery County, Texas, as hereinafter more particularly described as follows:

Being 0.211 acres of land lying and being situated within the William Atkins Survey, Abstract 3, Montgomery County Texas, part of a tract of land described in a deed from Rozell Walker, et ux, to J. R. Dillard, Sr. et al, dated August 13, 1964, recorded in Volume 582, Page 459, Montgomery County Deed Records, and being more particularly described as follows:

Beginning at a point in the most easterly north-east corner of said J. R. Dillard tract, said point being in the west boundary line of the F. G. Huber tract;

Thence S. 6° 19' W. along the east boundary line of said J. R. Dillard tract a distance of 46.49 feet to point for corner, said point being on contour 207.00;

Thence N. 68° 50' 45" W. along contour 207.00 a distance of 103.78 feet to point for corner, said point being in the west boundary line of said J. R. Dillard tract;

Thence N. 17° 01' W. along the west boundary line of said J. R. Dillard tract a distance of 81.69 feet to point for corner, said point being on contour 201.00;

Thence S. 82° 06' E. along contour 201.00 a distance of 82.80 feet to point for corner;

Thence S. 71° 54' E. continuing along contour 201.00 a distance of 30.45 feet to point for corner, said point being in the east boundary line of said J. R. Dillard tract;

Thence S. 17° 01' E. along the east boundary line of said J. R. Dillard tract a distance of 50.73 feet to the place of beginning containing 0.211 acres of land, more or less.

It is understood and agreed by GRANTOR and GRANTEE that, whether specifically described above or not, this conveyance covers all land below elevation 207.00 feet, mean sea level, and all of the land on any island or islands created by the inundation, by water, of the land owned by GRANTOR in the survey or surveys above referred to, and no further claim shall be made for payment for land situated below said elevation 207.00 feet, mean sea level, contour and such islands as may be created.

The permanent easement rights herein granted are for the following uses and purposes, to-wit:

- (a) The right to overflow, flood or cover such land, at any time or times hereafter, with floodwater, slack water

or backwater created by the construction, maintenance and operation by GRANTEE of a dam, and the reservoir for the storage of water created by the construction of such dam with all appurtenant works, across the San Jacinto River in Montgomery County, Texas;

(b) The right to enter upon said land, at any time or times hereafter, and clear, destroy or dispose of any timber, brush, obstruction, accumulation, trash, filth or any other thing which would in any way interfere with the construction, maintenance and operation of such dam and reservoir or tend to render the same inaccessible, unsafe or unsanitary;

(c) The right to enter upon said land, at any time or times hereafter, and do whatever is reasonably necessary in the sole discretion of GRANTEE, to prevent the draining or dumping of refuse, sewage or other material into such reservoir and to carry out an effective program of pollution control; and,

(d) The right to prevent the construction of or to remove any building, structure, improvement or any other thing located or to be located on such land, the erection or construction of which has not been approved under the terms of this instrument.

It is understood and agreed by GRANTOR and GRANTEE that no building, wharf, pier or structure of any kind shall hereafter be erected, placed or constructed on the above-described land, nor any excavation made thereon or therein, by GRANTOR without the written consent of GRANTEE, and it is further agreed that this covenant shall attach to and run with the land.

TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and

appurtenances thereto in anywise belonging, unto the said GRANTEE, its successors and assigns, forever; and GRANTOR does hereby bind themselves, their heirs, executors administrators, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the said property and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Except as herein expressly prohibited, GRANTOR shall have the right to use the above-described land jointly with GRANTEE, but it is especially understood and agreed that GRANTOR assumes all risks of loss or damage to GRANTOR'S crops, structures or property thereon in any way arising or resulting from the construction, maintenance or operation of the above-mentioned dam and reservoir.

This conveyance is made to consummate a negotiated sale of the above described property and rights in lieu of condemnation proceedings and the consideration paid to GRANTOR includes and covers all damages and claims which GRANTOR might have asserted in condemnation proceedings.

EXECUTED this the 23<sup>rd</sup> day of May 1970.

J. R. Dillard, Sr.  
J. R. DILLARD, SR.

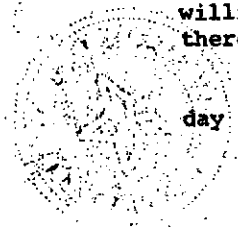
La Vonze Dillard  
LA VONZE DILLARD

J. R. Dillard, Jr.  
J. R. DILLARD, JR.

Ann Dillard  
ANN DILLARD

THE STATE OF TEXAS |  
                          *Jarvis* |  
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. R. DILLARD, JR. and ANN DILLARD, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said ANN DILLARD acknowledged to me that she executed the same for the purposes and consideration therein expressed, and the said ANN DILLARD, wife of the said J. R. DILLARD, JR., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ANN DILLARD acknowledged such instrument to be her act and deed, and declared that she willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, the 22  
day of May 1970.

*V B Ashcraft*  
Notary in and for ~~Montgomery~~  
County, Texas *Jarvis*

THE STATE OF TEXAS

VOL 710 PAGE 16

COUNTY OF *Tarrant*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. R. Dillard, Sr. and LA VONYE DILLARD, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said LA VONYE DILLARD acknowledged to me that she executed the same for the purposes and consideration therein expressed, and the said LA VONYE DILLARD, wife of the said J. R. DILLARD, SR, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said LA VONYE DILLARD acknowledged such instrument to be her act and deed, and declared that she willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the *23rd* day of *May* 1970.



*U Parashour*  
Notary Public in and for  
*Tarrant* County, Texas

Filed for Record at *9* o'clock *A.M.* *5/26/1970* ROY HARRIS  
Clerk County Court, Montgomery Co., Texas by *R. H. [Signature]* Deputy