

352106

VOL 862 PAGE 209

DEEDS

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

EASEMENT

THAT, SAN JACINTO RIVER AUTHORITY, a political subdivision in the State of Texas with offices in Montgomery County, Texas, hereinafter referred to as GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT and CONVEY, subject to the hereinafter mentioned reservations, conditions and rights, unto R.W. McGALLIARD, hereinafter called GRANTEE, a perpetual easement for the purposes of construction, maintaining and operating a land fill and any and all appurtenances thereto or improvements thereon in and upon the following described lands of GRANTOR lying and being situated in Montgomery County, Texas and described as follows, to wit:

Being a tract or parcel of land lying and being situated within the William Atkins Survey, Abstract 3, Montgomery County, Texas, part of that same tract described in a deed from Geo. S. Weisinger, et ux, to San Jacinto River Authority, dated March 30, 1967 recorded in Volume 637, Page 678, Montgomery County Deed Records, and being more particularly described as follows;

Beginning at a point in the northeast corner of said tract, and the southeast corner of the R. J. McGALLIARD 9.9584 acre tract, said point being on the original 201.00 contour as established by the San Jacinto River Authority;

Thence along said original contour 201.00 as follows:

Thence	S.64° 52' 23" W.	118.77 feet
"	S.65° 26' 24" W.	75.18 "
"	S.78° 20' 35" W.	98.68 "
"	S.87° 08' 41" W.	215.96 "
"	S.70° 51' 29" W.	79.98 "
"	S.87° 55' 42" W.	88.68 "

Thence S. 38° 31' 57" W. continuing along said original contour 201.00 a distance of 97.17 feet to the southwest corner of said R. J. McGALLIARD tract;

Thence along the new contour 201.00 as follows;

Thence				feet
"	S. 71° 14' 57" E.	10.49		"
"	N. 71° 49' 22" E.	81.88		"
"	N. 71° 50' 28" E.	52.64		"
"	S. 89° 23' 50" E.	185.66		"
"	N. 84° 36' 29" E.	113.10		"
"	N. 37° 22' 01" E.	62.08		"
"	N. 82° 20' 22" E.	54.64		"
"	S. 24° 38' 22" E.	55.19		"
"	N. 82° 17' 43" E.	137.39		"
"	N. 24° 56' 47" W.	91.59		"
"	N. 46° 38' 16" E.	33.00		"
"	S. 52° 35' 02" E.	44.60		"
"	N. 70° 00' 26" E.	12.37		"

Thence N. 05° 51' 00" W. continuing along the new contour 201.00 a distance of 63.20 feet to the place of beginning containing 1.0305 acres of land more or less.

The conveyance is made and accepted subject to and in further consideration of the reservations, conditions and rights herein after stated.

GRANTOR its successors and assigns, reserves the right to flood and inundate all or portions of the land described above and the land fill over which said easement is herein granted with normal or flood waters created by the construction, maintenance and operation by GRANTOR of a dam and reservoir across the San Jacinto River, and GRANTEE, his heirs, assignees, successors and assigns, assumes all risk of loss and damages to the above described land, the land fill and appurtenance there to and improvements thereon that may ever be caused by or result from said flooding or inundation.

GRANTEE, his heirs, assignees, successors and assigns, covenants that he will during and at all times after the construction of the land fill and appurtenances thereto or improvements thereon perform all work and take all necessary precautions to prevent pollution of the waters and water supply of the aforementioned dam and reservoir, and GRANTEE, his heirs, assignees,

successors and assigns, shall be liable in damages to GRANTOR for any pollution, damages or injury to said reservoir and water supply created thereby resulting from the construction, maintenance and operation of the aforesaid land, the land fill and the appurtenances or improvements, and it is further agreed that this covenant shall attach to and run with the land.

GRANTEE, his heirs, assignees, successors and assigns, shall so install, maintain and operate said land and land fill and appurtenances or improvements in such manner as will not interfere with the maintenance and operation of the aforesaid dam and reservoir of GRANTOR; and GRANTEE, his heirs, assignees, successors and assigns, shall at all times comply with the rules and regulations as prescribed by GRANTOR from time to time regarding the dam and reservoir and the operation thereof. The rights herein granted by GRANTOR to GRANTEE, his heirs, assignees, and assigns, shall at all times now and hereafter be subservient to any future use the GRANTOR may wish to make of the premises or the aforesaid dam and reservoir and subservient to any future changes the GRANTOR may desire to make in the enlargement or change in design or operation of the said dam and reservoir. GRANTOR, its employees and agents, shall at all times have the right (but not the duty nor obligation) to enter upon the above described lands to clear, remove, destroy or dispose of any trees, underbrush, trash, obstructions, debris or any thing that would in any way pollute the said reservoir or interfere with the maintenance and operation of the said reservoir by GRANTOR.

GRANTEE, his heirs, assignees, successors and assigns, shall indemnify and forever hold harmless the GRANTOR from and against any and all damages arising out of or connected with the installation, maintenance, operation, repair, use, replacement or removal

of said land, the land fill or appurtenances and improvements, and GRANTEE, his heirs, assignees, successors and assigns, shall indemnify and forever hold harmless the GRANTOR from and against any and all claims demands, causes of action, judgements and liabilities of any nature that may be made, come against or be imposed upon the GRANTOR by reason of or in any way arising out of or connection with the installation, maintenance, operation, repair, use, replacement or removal of the said land, land fill or appurtenances or improvements, including but not limited to any defects or imperfections in or failure to repair the said land, land fill and appurtenances or improvements, and also from and against any and all claims, demands, causes of action or liabilities that the GRANTOR may sustain or incur because of or resulting from the acts or omissions of GRANTEE, his heirs, successors or assigns, employees, agents, contractors, representatives, assignees and licensees.

TO HAVE AND TO HOLD the above granted rights and easements, together with all and singular the privileges and appurtenances or improvements thereon in anywise belonging unto the said GRANTEE, his heirs, successors and assigns, for so long as said land, land fill and appurtenances and improvements may be maintained or operated.

EXECUTED this 25th day of June, 1974.

SAN JACINTO RIVER AUTHORITY

By J. Bryan Stratton
J. Bryan Stratton, President

ATTEST:

Louise B. Welch
Secretary

THE STATE OF TEXAS X
X
COUNTY OF MONTGOMERY X

VOL 862 PAGE 213

BEFORE ME, the undersigned authority, on this day personally appeared J. BRYAN STRATTON, President of the San Jacinto River Authority, 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, in the capacity therein stated and as the act and deed of the said San Jacinto River Authority.

Given under my hand and seal of office this 25th day of June, 1974.

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



FILED FOR RECORD
AT 11 O'CLOCK A.M.

JUL 23 1974

ROY HARRIS, Clerk
County Clerk, Montgomery Co., Tx.
By [Signature] Deputy