

246225

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DEEDS

THE STATE OF TEXAS

GENERAL WARRANTY DEED

COUNTY OF MONTGOMERY

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, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE the fee simple title to the tracts or parcels of land, together with all improvements thereon, lying and being situated within the William Atkins Survey, Abstract No. 3, Montgomery County, Texas, as hereinafter more particularly described as follows:

Being 0.120 acres of land lying and being situated within the William Atkins Survey, Abstract No. 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 east boundary line of said J. R. Dillard, Sr. tract and the west boundary line of the F. G. Huber tract, said point being N. 17° 01' W. a distance of 50.73 feet from the most easterly northeast corner of said J. R. Dillard tract, said point also being on contour 201.00;

Thence N. 71° 54' W. along contour 201.00 a distance of 30.45 feet to point for corner;

Thence N. 82° 06' W. continuing along contour 201.00 a distance of 82.80 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 32.50 feet to point for corner;

Thence S. 77° 29' W. along the north boundary line of said J. R. Dillard tract a distance of 100.21 feet to point for corner;

Thence S. 17° 01' E. along the east boundary line of said J. R. Dillard tract a distance of 76.91 feet to the place of beginning containing 0.120 acres of land, more or less.

It is especially understood and agreed that while there are not conveyed and there are not included within the foregoing description of the lands hereby conveyed certain gullies, low areas, arms or inlets which extend inwardly from the lands conveyed hereby back into the remaining lands of GRANTOR not conveyed hereby; that is, while it appears from the foregoing field notes that the boundary separating the lands hereby conveyed from the GRANTOR'S remaining lands not hereby conveyed, is in general along the 201.00 contour above mean sea level, there are certain points at which instead of following such contour toward the source or upper end of such gullies, low areas, arms or inlets, the boundary or "severance" line extends across such gullies, low areas, arms or inlets. A consideration of this conveyance and of the purchase by the GRANTEE evidenced hereby is that the GRANTEE shall have the right and authority and a permanent easement to overflow, flood and back water from a reservoir to be constructed by GRANTEE into said gullies, low areas, arms or inlets. Development for and

production of oil, gas or other minerals upon and under the inundated portions of such gullies, low areas, arms and inlets shall be subject to the same provisions with reference to the manner of drilling, exploration and production as is provided herein for the surface of such lands hereby conveyed.

There is also reserved from the conveyance hereby made all the oil, gas and other minerals underneath or underlying the lands hereby conveyed, subject and subordinate however to the right of GRANTEE to construct, maintain and operate on and over the above-described lands, or adjacent thereto, a reservoir for impounding water; provided, further, that GRANTOR, their heirs, successors and assigns shall not have the right by virtue of this reservation to drill upon or explore for, develop or produce any oil, gas or other minerals on or above the surface of the lands hereby conveyed. In the event GRANTOR, their heirs, successors and assigns, desire to undertake angle or directional drilling upon any lands other than the lands conveyed hereby, that are owned or retained by them, such drilling, exploration and production shall be performed and conducted so as not to endanger, damage, contaminate or pollute the said reservoir or water supply created thereby. In such event, and during any such angle or directional drilling, exploration or production of oil, gas or other minerals, GRANTOR, their heirs, successors, and assigns shall dispose of any and all materials, waste matter, or otherwise, so that it shall in no way drain off, flow into or be deposited, in any manner, into the said reservoir; and GRANTOR, their

heirs, successors and assigns shall be liable in damages to GRANTEE for any pollution, damage or injury to the said reservoir and water supply created thereby resulting from the drilling, exploration or production of oil, gas or other minerals.

GRANTOR does hereby further grant and convey to GRANTEE, and GRANTEE, its agents and representatives, shall have along the entire border of the reservoir where it touches upon or abuts the retained or remaining lands of GRANTOR, their heirs, successors and assigns, and within the aforesaid gullies, low areas, arms or inlets, the right (but not the duty nor obligation) to enter upon any of said lands at any time or times hereafter to clear, remove, destroy or dispose of any trees, underbrush, trash, obstructions, debris or any other thing which would in any way pollute the said reservoir or interfere with the construction, maintenance and operation of the reservoir or tend to render the same inaccessible, unsafe or unsanitary; including the right, but not limited thereto, to prevent pollution or contamination of the said reservoir up to the level to which the waters thereof may actually from time to time wash or rise and the right to prevent the construction of or to remove any building, structure, improvement or any other thing located or to be located on said lands.

TO HAVE AND TO HOLD the above-described premises, 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, assigns, successors, executors and administrators to WARRANT and FOREVER DEFEND, all and singular,

the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof whatsoever.

This conveyance is made to consummate a negotiated sale of the above-described lands 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 23rd day of May 1970.

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

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

La Vonye Dillard
LA VONYE DILLARD

Ann Dillard
ANN DILLARD

THE STATE OF TEXAS |
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 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, 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 23rd day of May 1970.

V. B. Brashers
Notary Public in and for
Tarrant County, Texas

THE STATE OF TEXAS

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 explained 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 *23* day of *May* 1970.

Y. B. [Signature]
Notary Public in and for
Tarrant County, Texas

Filed for Record at 8 o'clock A.M. 5/26 19 70 RGY HARRIS
Clerk County Court, Montgomery Co., Texas. By *[Signature]*