

DEEDS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

EASEMENT

76-5032

THAT, SAN JACINTO RIVER AUTHORITY, a political sub-
division of 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,
exceptions, rights and conditions, unto LORENA STEAKLEY and
MARTIN B. SEMANDS hereinafter called GRANTEES, an easement for
the purpose of constructing, 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 3.956 acres of land in the W. C. Clark Survey,
A-6, Montgomery County, Texas, and a part of a certain
tract conveyed by K. M. Matthews Heirs to the San
Jacinto River Authority, described in Volume 547, Page
34, more fully described as follows:

BEGINNING at an iron rod on the old 201 ft. contour
line, being the Northwest corner of a 12.036 acre
tract conveyed by Matthews to Martin Semands and
Lorena Steakley described in Volume 806, Page 767;

THENCE: Along the old 201 ft. contour line, and North
line of the 12.036 acre tract the following:

- | | |
|-----------------------------|-----------------------------|
| (1) S 63°01' E, 74.1 ft., | (2) S 16°31' E, 146.2 ft., |
| (3) S 52°36' E, 68.2 ft., | (4) N 71°48' E, 118.3 ft., |
| (5) S 19°30' E, 128.5 ft., | (6) S 03°38' E, 158.5 ft., |
| (7) S 17°00' E, 145.8 ft., | (8) S 11°54' E, 128.9 ft., |
| (9) S 46°31' E, 150.0 ft., | (10) N 54°58' E, 170.2 ft., |
| (11) N 29°39' E, 136.4 ft., | (12) N 52°54' E, 123.8 ft., |
| (13) N 77°12' E, 57.5 ft., | (14) S 51°04' E, 186.0 ft., |
| (15) N 73°36' E, 95.9 ft., | (16) N 29°34' E, 126.8 ft., |
| (17) N 49°27' E, 107.3 ft., | (18) N 84°44' E, 107.2 ft., |
| (19) S 43°05' E, 134.3 ft., | (20) S 76°37' E, 136.0 ft., |
| (21) S 51°19' E, 170.6 ft., | (22) S 61°40' E, 196.8 ft., |
- to a point on contour being the Southeast corner of the
12.036 acre tract;

THENCE: N. 88°05' E, 59.5 ft. for a post on the New 201 ft.
contour line;

THENCE: Along the new contour line the following:

(1) N. 07°36' W, 103.28 ft., (2) N 49°57' W, 156.0 ft.,
 (3) N. 59°07' W, 114.0 ft., (4) S 30°00' W, 25.0 ft.,
 (5) N. 59°07' W, 57.0 ft., (6) N 30°00' E, 25.0 ft.,
 (7) N. 59°07' W, 81.0 ft., (8) N 72°26' W, 199.9 ft.,
 (9) S. 89°19' W, 123.0 ft., (10) S 74°23' W, 99.55 ft.,
 (11) S. 41°15' W, 103.9 ft., (12) S 19°30' W, 205.4 ft.,
 (13) N. 48°14' W, 134.5 ft., (14) N 14°47' W, 83.5 ft.,
 (15) N. 78°28' W, 90.6 ft., (16) S 67°43' W, 75.5 ft.,
 (17) S. 56°31' W, 71.2 ft., (18) S 31°26' W, 51.7 ft.,
 (19) S. 30°32' W, 117.75 ft., (20) S 82°29' W, 177.15 ft.,
 (21) N. 58°23' W, 23.5 ft., (22) N 51°20' W, 23.9 ft.,
 (23) N. 07°10' W, 444.0 ft., (24) N 23°47' W, 70.6 ft.,
 (25) N. 48°09' W, 71.6 ft., (26) N 74°30' W, 146.0 ft.,
 (27) N. 44°18' W, 132.95 ft., (28) N 43°23' W, 53.3 ft.,
 and (29) S. 0°06' W, 22.5 ft., to the place of BEGINNING and
 containing 3.956 acres of land.

This conveyance is made and accepted subject to and in further consideration of the reservations, exceptions, rights and conditions hereinafter stated.

GRANTOR, its successors and assigns, reserves the right to flood and inundate (together with any related siltation or erosion) 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 (known as Lake Conroe) across the San Jacinto River, and GRANTEES, their heirs, successors and assigns, assume all risk of loss and damages to the above described land, the land fill and appurtenances thereto and improvements thereon that may ever be caused by or result from said flooding, inundating, siltation or erosion.

GRANTEES, their heirs, successors and assigns, covenant that they 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 the water supply of the aforementioned dam and reservoir, and GRANTEES, their heirs, 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 thereon, and it is

further agreed that this covenant shall attach and run with the land.

GRANTEES, their heirs, 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 GRANTEES, their heirs, 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 GRANTEES, their heirs, successors and assigns, shall at all times now and hereafter be subservient to any future changes the GRANTOR may desire to make in the enlargement or changes 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 and remove, destroy or dispose of any trees, underbrush, trash, obstruction, debris or anything that would in any way pollute the said reservoir or interfere with the maintenance and operation of the said reservoir by GRANTOR.

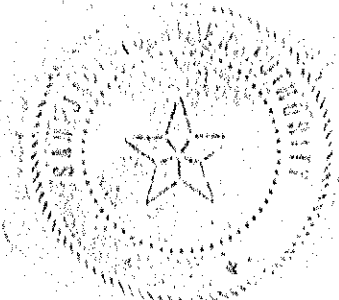
GRANTEES, their heirs, successors, and assigns, shall indemnify and hold harmless the GRANTOR, its successors and assigns, from and against any and all damages arising out of or connected with the installation, maintenance, operation, repair, use, replacement or removal of said land, the land fill or appurtenances and improvements thereon, and GRANTEES, their heirs, successors and assigns, shall indemnify and forever hold harmless the GRANTOR, its successors and assigns, 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, its successors or assigns, by reason of or in any way arising out of or connected with the installation, maintenance, operation, repair, use replacement or removal of the said land, the land fill or appurtenances and improvements thereon, including but not limited to, any defects

or imperfections in or failure to repair the said land, land fill and appurtenances or improvements thereon, and also from and against any and all claims, demands, causes of action or liabilities that the GRANTOR, its successors and assigns, may sustain or incur because of or resulting from the acts or omissions of GRANTEEES, their heirs, successors and 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 thereto in any wise belonging unto the said GRANTEEES, their heirs, successors and assigns, for so long as said land fill and appurtenances and improvements may be maintained or operated.

EXECUTED this 22nd day of December, 1976.

SAN JACINTO RIVER AUTHORITY



ATTEST:

By J. Bryan Stratton
J. Bryan Stratton

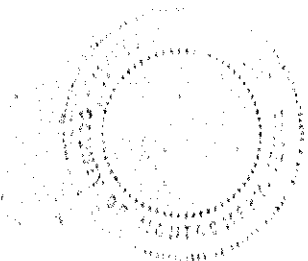
Arling Shivers
Secretary Pro-Tem

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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 22nd day of December, 1976.

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



FILED FOR RECORD
AT 4 O'CLOCK PM
DEC 30 1976
ROY HARRIS, Clerk
County Court, Montgomery Co. Tx
Dr. M. M. ...