

SANJAC  
PERPETUAL  
EASEMENT  
13-

122-01-1628

8211046

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

EASEMENT

REAL PROPERTY RECORDS

KNOW ALL MEN BY THESE PRESENTS:

THAT, SAN JACINTO RIVER AUTHORITY, a political subdivision of the State of Texas with offices in Montgomery County, Texas (hereinafter referred to as Grantor), for and in consideration of Ten (\$10.00) Dollars, 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 RANCHO ESCONDIDO PARTNERSHIP, DAVID W. CROMWELL MANAGING PARTNER, hereinafter called GRANTEE, a perpetual easement for the purpose of constructing, maintaining and operating a land fill and any and all appurtenances thereto or improvements thereon in and upon certain lands of GRANTOR lying and being situated in Montgomery County, Texas, and described as follows, to-wit:

Being 2.53 acres of land out of the James Edwards Survey, A-190, Montgomery County, Texas, being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod marking the northeast corner of a 8.84 acre tract described in deed recorded in Volume . at Page of the Deed Records of Montgomery County, Texas, and the southeasterly corner of Rancho Escondido Subdivision as shown on plat recorded in Cabinet C at Page 72 of the Map Records of Montgomery County, Texas;

THENCE southwest, southeast, northwest and northeast along the boundary of the said 8.84 acre tract and the 201 foot contour line of Lake Conroe the following thirty-five (35) courses and distances;

1. THENCE S 07° 29' 04" E. a distance of 187.40 feet;
2. THENCE S 17° 13' 56" W, a distance of 60.08 feet;
3. THENCE S 34° 07' 51" W, a distance of 61.85 feet;
4. THENCE S. 22° 14' 32" W, a distance of 80.06 feet;
5. THENCE S. 26° 51' 15" W, a distance of 50.36 feet;
6. THENCE S 16° 16' 50" W, a distance of 90.20 feet;

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7. THENCE S 27° 56' 53" W, a distance of 87.82 feet;
  8. THENCE S 33° 25' 09" W, a distance of 39.05 feet;
  9. THENCE S 24° 46' 19" W, a distance of 110.37 feet;
  10. THENCE S 31° 24' 17" W, a distance of 30.59 feet;
  11. THENCE S 24° 43' 48" W, a distance of 37.12 feet;
  12. THENCE S 01° 39' 35" W, a distance of 25.29 feet;
  13. THENCE S 06° 03' 30" W, a distance of 24.74 feet;
  14. THENCE S 00° 56' 34" E, a distance of 41.79 feet;
  15. THENCE S 10° 24' 21" W, a distance of 41.59 feet;
  16. THENCE S 11° 57' 52" W, a distance of 84.85 feet;
  17. THENCE S 11° 11' 35" W, a distance of 84.01 feet;
  18. THENCE S 22° 10' 38" W, a distance of 55.04 feet;
  19. THENCE S 23° 47' 44" W, a distance of 51.68 feet;
  20. THENCE S 76° 05' 28" W, a distance of 34.28 feet;
  21. THENCE N 79° 57' 52" W, a distance of 45.27 feet;
  22. THENCE N 69° 40' 41" W, a distance of 58.87 feet;
  23. THENCE N 55° 47' 13" W, a distance of 79.76 feet;
  24. THENCE N 26° 54' 53" W, a distance of 73.18 feet;
  25. THENCE N 35° 46' 13" W, a distance of 44.50 feet;
  26. THENCE N 13° 35' 06" W, a distance of 157.99 feet;
  27. THENCE N 29° 37' 30" E, a distance of 126.16 feet;
  28. THENCE N 76° 27' 39" E, a distance of 25.49 feet;
  29. THENCE N 74° 25' 55" E, a distance of 40.45 feet;
  30. THENCE N 78° 19' 37" E, a distance of 60.42 feet;
  31. THENCE N 87° 42' 09" E, a distance of 43.08 feet;
  32. THENCE N 43° 08' 19" E, a distance of 87.43 feet;
  33. THENCE N 12° 36' 21" E, a distance of 112.83 feet;
  34. THENCE N 13° 30' 54" E, a distance of 63.00 feet;
  35. THENCE N 23° 58' 34" W, a distance of 235.34 feet;
- THENCE S 82° 27' 21" W, a distance of 14.48 feet;
- THENCE S 11° 54' 25" E, a distance of 252.52 feet

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THENCE S 10° 53' 20" W, a distance of 67.52 feet;

THENCE S 29° 02' 58" W, a distance of 68.26 feet;

THENCE S 72° 26' 31" W, a distance of 169.86 feet;

THENCE S 27° 25' 04" W, a distance of 158.27 feet;

THENCE S 03° 54' 26" W, a distance of 159.68 feet;

THENCE S 34° 21' 10" E, a distance of 149.20 feet;

THENCE S 56° 14' 53" E, a distance of 121.24 feet;

THENCE S 76° 39' 16" E, a distance of 122.25 feet;

THENCE N 61° 46' 22" E, a distance of 65.41 feet;

THENCE N 17° 58' 09" E, a distance of 164.96 feet;

THENCE N 14° 06' 02" E, a distance of 228.87 feet;

THENCE N 28° 06' 14" E, a distance of 132.06 feet;

THENCE N 27° 29' 51" E, a distance of 34.88 feet;

THENCE N 27° 06' 12" E, a distance of 116.49 feet;

THENCE N 19° 37' 54" E, a distance of 327.62 feet;

THENCE N 13° 04' 21" W, a distance of 246.67 feet to the POINT OF BEGINNING and containing 2.53 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

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by GRANTOR of a dam and reservoir (known as Lake Conroe) across the San Jacinto River, and GRANTEE, its successors and assigns, assumes all risk of loss, injuries and damages to the said land and land fill and appurtenances thereto or improvements now thereon or that may be hereafter placed thereon that may ever be caused by or result from said flooding, inundation, siltation or erosion, or the operation of said dam and reservoir by GRANTOR.

GRANTEE, its successors and assigns, covenants that it will during and at all times after 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 aforesaid dam and reservoir, and GRANTEE, its 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 operating of the aforesaid land, the land fill, and the appurtenances or improvements thereon, and it is further agreed that this covenant shall attach to and run with the land.

GRANTEE, its successors and assigns, shall so install, maintain and operate said land and land fill and appurtenances or improvements thereon in such manner as will not interfere with the maintenance and operation of the aforesaid dam and reservoir by GRANTOR; and GRANTEE, its successors and assigns, shall at all times comply with the rules and regulations as prescribed by GRANTOR from time to time regarding the said dam and reservoir and the operation thereof. The rights herein granted by GRANTOR to GRANTEE, its successors and assigns, shall at all times now and hereafter be subservient to any future use the GRANTOR, its successors and assigns, may wish to make of the aforesaid dam and reservoir and subservient to any future changes the GRANTOR may desire to make in the enlargement or change in

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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 other thing that would in any way pollute the said reservoir or interfere with the maintenance and operation of the said reservoir by GRANTOR.

GRANTEE, its successors and assigns, shall indemnify and forever 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 the said land, land fill and appurtenances or 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 GRANTEE, its assigns, successors, employees, agents, contractors, representatives, assignees and licensees.

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

EXECUTED this the 28th day of September, 1981.

SAN JACINTO RIVER AUTHORITY

By   
DOYLE F. McADAMS, President

