

Q007

WARRANTY DEED

THE STATE OF TEXAS  
COUNTY OF DALLAS

) KNOW ALL MEN BY THESE PRESENTS

3265

9.00 DEED  
0 2 06/09/80

THAT we, CLARENCE BENTLEY and wife, MARY JO BENTLEY, of the County of Dallas and State of Texas, for and in consideration of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto THE VETERANS LAND BOARD OF THE STATE OF TEXAS, all of the following described real property in Dallas County, Texas, to wit:

All that certain lot, tract or parcel of land, part of the A. Nail Survey Abstract No. 1070 and the Hannah Wicker Survey, Abstract No. 1590, Dallas County, Texas, part of that certain called 1363.82 acre tract conveyed to Clarence Bentley by Glenn Shoop et al on March 3, 1972 and recorded in Vol 72062 Page 1489 of the Deed Records of Dallas County, Texas and being more completely described as follows, to-wit:

BEGINNING at a point for corner at the Northerly West corner of the above mentioned 1363.82 acre tract and being in the centerline of the East Fork of the Trinity River, from which a 1/2" Iron rod bears N 45 deg. 14 min. 55 sec. E - 45.0 ft.

THENCE N 45 deg. 14 min. 55 sec E, with the Westerly Northwest line of said tract, a distance of 581.45 ft. to a 1/2" Iron rod at an ell corner of said 1363.82 acre tract.

THENCE S 17 deg. 29 min. 35 sec. E, with a line of said tract, a distance of 609.20 ft. to a 1/2" Iron rod for corner in the Southeast line of the Hannah Wicker Survey and in the Northwest line of the A. Nail Survey, Abstract No. 1070.

THENCE N 47 deg. 42 min. 48 sec. E, with said Survey line, a distance of 586.86 ft. to a 1/2" Iron rod for corner.

THENCE S 87 deg. 59 min. 19 sec. E, with a North line of said 1363.82 acre tract a distance of 1311.28 ft. to a 1/2" Iron rod for corner in the West Right of Way line of Farm to Market Road No. 740.

THENCE S 1 deg. 33 min. 45 sec. W, with said Right of Way line, a distance of 200.00 ft. to a 1/2" Iron rod for corner.

THENCE N 87 deg. 59 min. 19 sec. W, a distance of 1231.43 ft. to a 1/2" Iron rod for corner.

THENCE S 47 deg. 42 min. 48 sec. W, a distance of 586.86 ft. to a 1/2" Iron rod for corner.

THENCE N 58 deg. 13 min. 08 sec. W, a distance of 610.50 ft. to a 1/2" Iron rod for corner.

THENCE S 45 deg. 14 min. 55 sec. W, a distance of 115.18 ft. to a point for corner in the centerline of the East Fork of the Trinity River, from which a 1/2" Iron rod bears N 45 deg. 14 min. 55 sec. E - 45.0 ft.

THENCE N 27 deg. 27 min. 51 sec. W, with said centerline, a distance of 150.97 ft. to the place of BEGINNING, containing 13.333 acres of land.

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By the acceptance of this Deed, Grantee acknowledges and agrees that this conveyance is made subject to the Restrictive Covenants set out in Exhibit A attached hereto.

- (a) Visible and apparent easements on or across the property, the existence of which do not appear of record.
- (b) Easements granted Kaufman County Levee Improvement District #15 for the construction and maintenance of levee with right to overflow land between levee and east fork of Trinity River filed for record and recorded in Volume 242, Page 283, Deed Records of Kaufman County, Texas, and Volume 1934, Page 557, and Volume 1934, Page 561, and Volume 1934, Page 557, and Volume 1934, Page 603, and Volume 1936, Page 606 of the Deed Records of Dallas County, Texas.
- (c) Easement granted Texas Power & Light Company for electric power lines and communication lines by RAYMOND HAWTHORNE and wife, LORENA HAWTHORNE, under instrument dated July 13, 1963, recorded in Volume 136, Page 701, Deed Records of Dallas County, Texas (affects 16.893 acres of land).
- (d) Rights of the public, the State of Texas and the municipality in and to that part of the land, if any, taken or used for road purposes.

In addition to the reservations and exceptions specified hereinabove, there shall be excepted from the conveyance and reserved to Grantors and their heirs and assigns an undivided 75% interest in and to all oil, gas and other minerals in and under and that may be produced and saved from the subject property, together with all bonuses, delay rentals, royalties and other consideration that may hereafter accrue or be attributable to such reserved undivided 75% mineral interest under any lease or leases covering the same.

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 VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said VETERANS LAND BOARD OF THE STATE OF TEXAS, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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WITNESS our hands at Dallas, Texas, this 3<sup>rd</sup> day of  
June, 1980.

Clarence Bentley  
CLARENCE BENTLEY, GRANTOR

Mary Jo Bentley  
MARY JO BENTLEY, GRANTOR

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, on this day personally appeared CLARENCE BENTLEY and MARY JO BENTLEY, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3<sup>rd</sup> day of JUNE, 1980.

Rete Norris  
Notary Public in and for  
Dallas County, Texas

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RESTRICTIVE COVENANTS

This conveyance is subject to the following Restrictive Covenants which are incorporated into this Deed, and shall apply to the tract of land conveyed by this deed.

1. All housing erected on the premises shall be for single family use, and no commercial enterprise shall be conducted on the premises.

2. Any residence erected thereon shall contain a minimum of 1500 square feet of floor space, exclusive of porches, stoops or garages. Exterior walls of all residences shall be at least seventy percent (70%) brick, stone or masonry. No house trailers, mobile homes, prefabricated or older houses, may be erected or moved on any part of the premises. A garage may be attached to, or may be erected detached from, any residence.

3. All structures shall be completed within twelve (12) months after the beginning of their construction.

4. All culverts shall be a minimum of fifteen (15) inches in diameter where said premises adjoin public roadways.

5. No portion of the premises may be used for the storage of junk, inoperable or abandoned automobiles, rubbish or any material which might detract from the general appearance and attractiveness of the surroundings.

6. Each residential unit on the premises shall be equipped with sanitary and toilet facilities connected to a public sewer system or an approved septic system of sufficient size and capacity to meet all requirements of the county and state.

7. A 15 foot easement is hereby reserved adjoining all public roads, for the purpose of installing utilities.

8. No buildings or structures of any nature, except fences, may be built or situated within fifty (50) feet of any public road, within twenty (20) feet of any property line, or upon or over any easement.

9. The owners of the premises may keep cattle, sheep and horses for personal use provided that barns and stables relative to their use are maintained in a clean, orderly and sanitary manner, and are built in such manner as not to be unsightly, or to detract from the general appearance and attractiveness of the surrounding area. However, no swine shall be kept on the premises.

10. The subject tract may be subdivided into one tract of not less than one acre and two tracts of not less than four acres each, and only one dwelling shall be erected on any of the subdivided tracts.

11. All restrictions herein contained are made covenants running with the land, and shall be binding on the Grantees, their heirs and assigns, for a period of twenty-five (25) years from the date set out below, unless mutually changed or terminated by instrument filed in the deed records of this county.

12. If ~~the owners of the premises~~ any person, shall violate any of the covenants herein, it shall be lawful for the Grantor, his heirs or assigns, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, and/or to recover damages for such violations.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have affixed their signatures on this the 3rd day of July, 1979.

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GRANTOR

GRANTEE

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

EXHIBIT "A"

*Madeline Bentley*  
*Mary Jo Bentley*

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named records  
of Dallas County, Texas as stamped hereon by me.

JUN 9 1980  
L.E. Murdoch

**COUNTY CLERK, Dallas County, Texas**

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Winnipeg Children's Hospital  
8758 University Avenue  
Winnipeg, Manitoba  
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