

Form RUS-TX 442-9  
(Rev. 9-02)

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Rural Utilities Service**

**RIGHT OF WAY EASEMENT**  
**(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that Polk County, Texas, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Onalaska Water Supply (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system wide customers, under, over and across 14.904 acres of land, more particularly described in instrument recorded in Vol. 618, Page 533, Deed Records, Polk County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantees' facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited) and substitution or removal thereof; and (3) the right to abandon-in-place and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming or to claim, the same or any part thereof.

Form RUS-TX 442-9  
(Rev. 9-02)

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 23rd day of January, 20 07.

*John P. Thompson*  
John P. Thompson, County Judge  
Polk County, Texas

**ACKNOWLEDGMENT**

THE STATE OF TEXAS  
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public and in for said County and State, on this day personally appeared John P. Thompson known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledge to me that he (she) (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23rd day of January 20 07

*Marcia Cook*

POLK County, Texas  
(Seal)

(Notary Public in and for)



**RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY, AUTHORIZING, APPROVING AND RATIFYING THE EXECUTION OF THE FIRST ADDENDUM TO LEASE AGREEMENT BETWEEN IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS TO MAKE TECHNICAL CORRECTIONS TO THE LEASE AGREEMENT BETWEEN IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS DATED NOVEMBER 1, 2004 AS NOW AMENDED AND RESTATED IN THE FIRST AMENDMENT TO LEASE AGREEMENT DATED DECEMBER 1, 2006.**

**WHEREAS**, Polk County, Texas has entered into a Lease Agreement with IAH Public Facility Corporation which has been amended by the First Amendment to Lease Agreement; and

**WHEREAS**, the Polk County Commissioners Court and its counsel have undertaken the review of said Lease Agreement between Polk County, Texas and IAH Public Facility Corporation and determined that technical corrections are necessary to accurately document the agreement of the parties; and

**WHEREAS**, the Polk County Commissioners Court desires to approve, ratify and confirm the execution of the First Addendum to the Lease Agreement between Polk County, Texas and IAH Public Facility Corporation; and

**WHEREAS**, the entry in to the proposed First Addendum to the Lease Agreement between Polk County, Texas and IAH Public Facility Corporation, subject to the terms and conditions contained therein, is determined to be in the best interest of Polk County, Texas.

**NOW, THEREFORE**, on the motion of Tommy Overstreet and the second of Ronnie Vincent and upon vote of ALL ayes and NO nays it is **ORDERED** by the Polk County Commissioners Court that the County Judge and County Clerk are authorized to execute the First Addendum to the Lease Agreement between Polk County, Texas and IAH Public Facility Corporation on behalf of Polk County, Texas.

VOL.

53 PAGE 40

PASSED this 12th day of January, 2007, at the Commissioners Courtroom, Polk County Courthouse, Livingston, Texas.

POLK COUNTY, TEXAS

By: *John P. Thompson*  
JOHN P. THOMPSON, County Judge

ATTEST:

*Barbara Middleton*  
County Clerk

