

COUNTY OF POLK *
 STATE OF TEXAS *

GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT, made this 4 day of August, 2010, by and between JOHNNY and ANN MYERS, natural persons, hereinafter referred to as "Grantors", and POLK COUNTY, a political subdivision of the State of Texas, hereinafter referred to as "Grantee" (known collectively as "the Parties").

WHEREAS, Grantee desires to acquire a right-of-way ("Easement") in a certain portion of property owned by Grantors, and which is commonly known as 1145 WALDING; ^{LIVINGSTON} ~~ONALASKA~~, TEXAS ⁷⁷³⁵¹ ~~77360~~, (the "Land"), which Easement is described and depicted on Exhibit "A", and includes the land one yard to the right or left of the aforementioned easement ("Easement Area");

WHEREAS, Grantee is authorized to enter into this agreement pursuant to the power granted to it by article V, section 18(b) of the Constitution of the State of Texas; and

WHEREAS, both Grantors and Grantee hereby recognize the many ways the Easement is mutually beneficial to the parties, and both agree to be bound by the terms and conditions set forth herein.

NOW, THEREFORE,

1. Grantors hereby grant to Grantee a nonexclusive easement under and across the Land, located as described in Exhibits "A", for so long as the Easement Area is used exclusively for the purpose(s) of installation, operation, and maintenance of drainage lines, and other necessary fixtures and appurtenances. Grantors expressly reserve for themselves, their successors and assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantors with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall make every effort to not deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or the Easement Area.

6. Grantee hereby agrees to not relocate the Easement without the express written permission of Grantors. Any such authorized relocation shall be at Grantee's sole cost and expense.

7. Grantee shall not materially interfere with the use, operations and activities of Grantors on the Land, and Grantee shall use such routes and follow such procedures thereupon as result in the least damage and inconvenience to Grantors.

8. The parties agree to hold each other harmless for any damage to either's property resulting from activities conducted under this agreement. Grantee agrees to indemnify and hold harmless Grantors for any property damage incurred by third parties that is a direct result of the exercise of the rights herein granted.

9. Grantors shall be free from all liability by reason of injury or death to persons arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area, including any liability for personal injury or death to the Grantee, its contractors, agents, officers, members, employees, invitees, or licensees. Grantee hereby covenants and agrees to defend and indemnify Grantors, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantors.

10. Grantors may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantors, without expense to Grantors, and any and all interest in Grantors' Land conveyed in this Easement shall automatically revert to Grantors or their assigns and successors, without the necessity of any further action to effect said reversion. Upon termination, and on demand by Grantors, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area.

11. Grantors remain liable for any and all taxes levied by any governmental agency against the Easement Area. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantors' real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by both parties.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Johnny Myers
GRANTOR, Johnny Myers
1145 Walding
Onalaska, Texas 77360
Livingston 77351

Ann Myers
GRANTOR, Ann Myers
1145 Walding
Onalaska, Texas 77360
Livingston, 77351

John P. Thompson
GRANTEE, Polk County, Texas
By Hon. John P. Thompson, County Judge
101 W. Church, Suite 300
Livingston, Texas 77351

SUBSCRIBED AND SWORN BEFORE ME
THIS 4 DAY OF Aug 2010
Janie Kessler
NOTARY PUBLIC

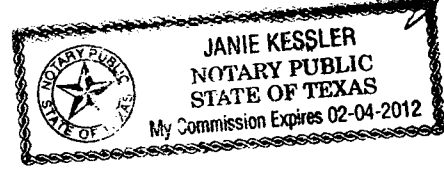


EXHIBIT "A"

The Easement herein granted is more particularly described as a path 20 feet wide, and running 107 feet from the Northwest corner of 1145 Walding, ~~Onalaska~~, Texas 77360, and depicted by the following drawing:

LIVINGSTON 77351

