

## GRANT OF EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT JASON AND SHERRY PIERCE, as a married couple and rightful joint owners of the real property that is the subject of this agreement, (Grantors), for and in consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto POLK COUNTY, TEXAS, a governmental entity duly created under the laws of the State of Texas, and acting by and through its duly authorized and empowered Commissioners Court, its successors and assigns, forever (Grantee), a right of way and easement, five (5) feet in width, to construct, reconstruct, operate, maintain, repair, replace and remove a drainage pipe line and all necessary and incidental fixtures and equipment in and through the following described real estate:**

**Section 3, block 2, lot 4 of the Twin Harbors Subdivision, Lakefront Drive, Polk County, Texas.**

**The line of said five (5) foot wide right of way and easement shall be as illustrated and shown on Exhibit "A" attached hereto and made a part hereof.**

**In addition to the rights provided above, said grant of right of way and easement shall provide that:**

- 1. Grantee shall have the right to cut, trim or remove any trees, overhanging branches or other obstructions which may endanger the safety of or interfere with the construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities; the right to pile dirt and materials and to operate equipment on the surface of the land, both within said easement and immediately adjacent thereto, during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of said facilities and the right of ingress and egress for the purpose of exercising the rights herein granted.**
- 2. Grantor shall have the right to use the land within said easement for any purpose consistent with the rights herein conveyed to Grantee, including the right to construct across said easement driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above described easement.**
- 3. Grantor hereby agrees to pay all damages to facilities of Grantee and expenses attributable to such damages caused by Grantor, its agents or contractors, including, but not by way of limitation, any damages caused by the construction and/or maintenance of driveways, sidewalks, parking areas and utilities, other than those to be constructed by Grantee, within the above described easement.**
- 4. No buildings or other structures nor any trees or other deep rooted plantings will be constructed or placed within said easement by Grantor.**
- 5. Grantee, by accepting delivery of this grant of easement, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment and also agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of said facilities, as near as practicable, to the condition found prior to each such operation.**

6. Grantor has full power to convey said easement and warrants and will defend the same against all claims of all persons.

Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so, and shall include the heirs, successors and assigns of the parties hereto.

The word "easement", as used herein, shall be deemed to be plural when required to be so.

Executed this 12<sup>th</sup> day of April, 2019

[Signature]  
Jason Pierce, GRANTOR

[Signature]  
Sherry Pierce, GRANTOR

POLK COUNTY, TEXAS

[Signature]  
Hon. Sydney Murphy, County Judge, Polk County, TX  
(GRANTEE)

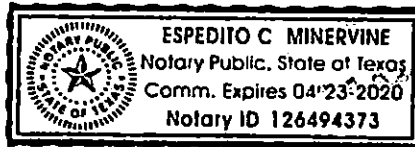
STATE OF TEXAS \*  
\*  
COUNTY OF POLK \*

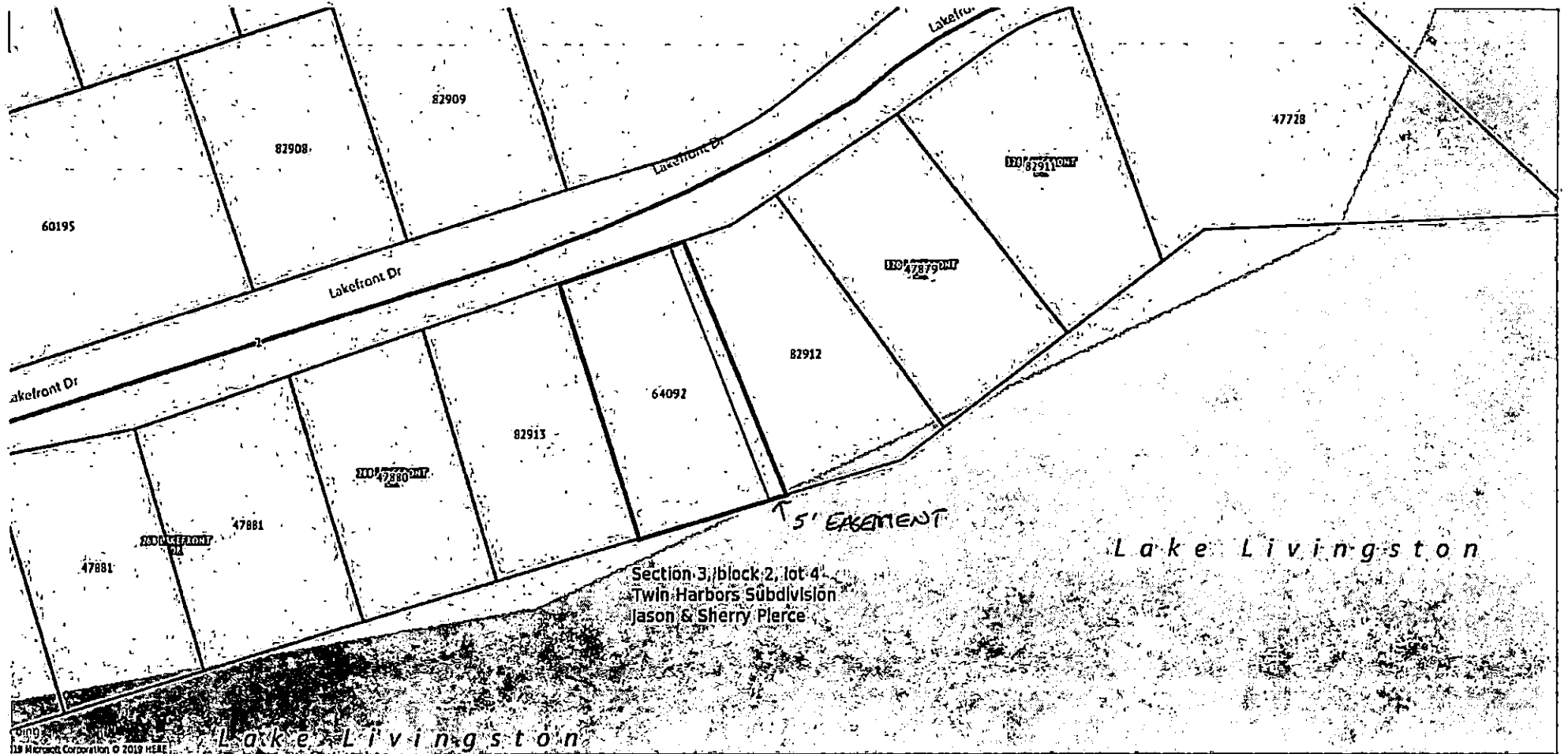
Before me, a Notary Public in and for said State, personally appeared JASON and SHERRY PIERCE, GRANTORS, and affixed their signatures hereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 12<sup>th</sup> day of APRIL, 2019.

Commission expiration date: 04/23/2020

[Signature]





erial view



5' EASEMENT

BEARINGS ARE BASED ON THE RECORDED SUBDIVISION PLAT.

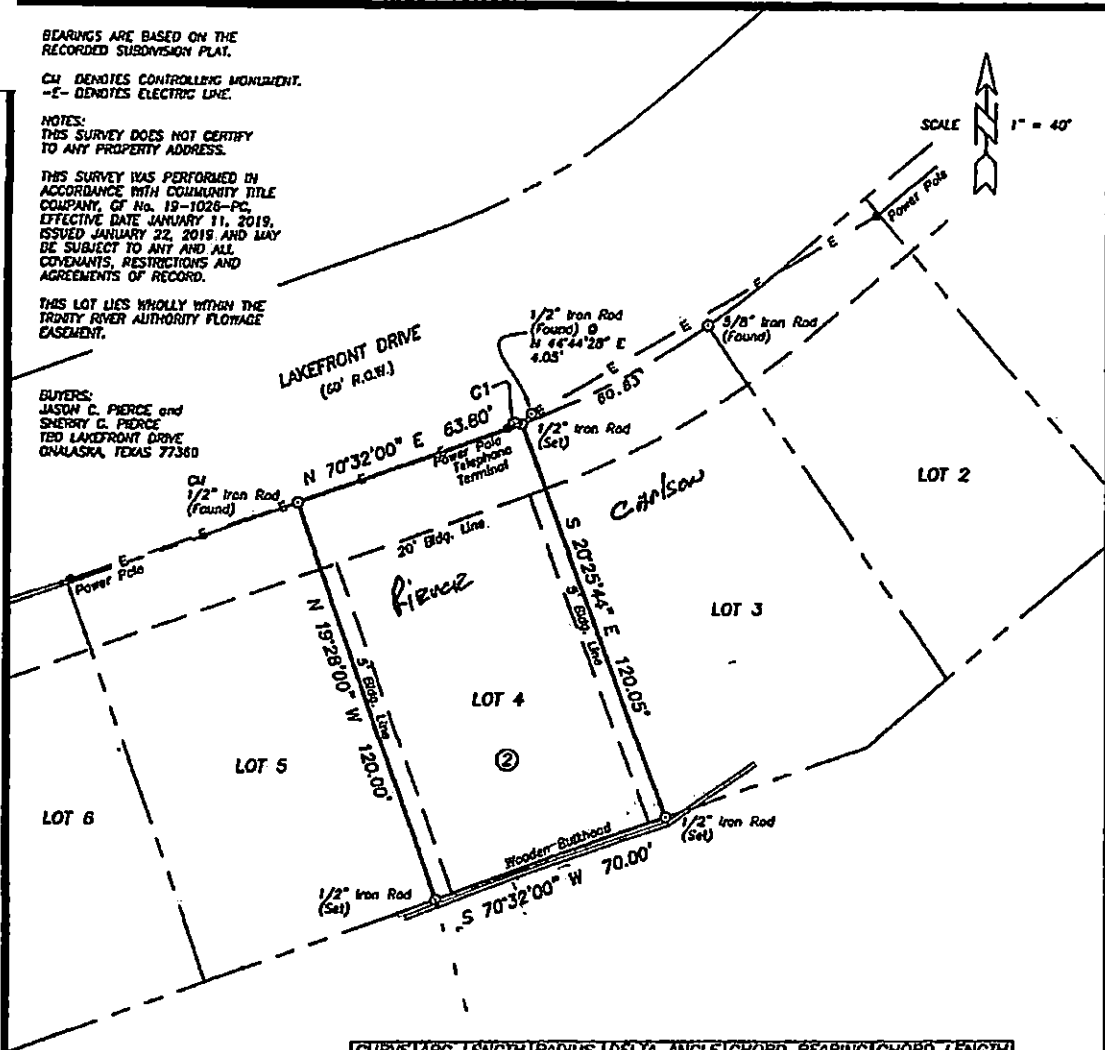
CM DENOTES CONTROLLING MONUMENT.  
-E- DENOTES ELECTRIC LINE.

NOTES:  
THIS SURVEY DOES NOT CERTIFY TO ANY PROPERTY ADDRESS.

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH COMMUNITY TITLE COMPANY, CT No. 19-1026-PC, EFFECTIVE DATE JANUARY 11, 2019, ISSUED JANUARY 22, 2019 AND MAY BE SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS AND AGREEMENTS OF RECORD.

THIS LOT LIES WHOLLY WITHIN THE TROBRY RIVER AUTHORITY FLOODAGE EASEMENT.

BUYERS:  
JASON C. PIERCE and  
SHERY G. PIERCE  
TED LAKEFRONT DRIVE  
ONALASKA, TEXAS 77360



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4.19'	249.38'	0°57'44"	N 70°03'08" E	14.19'

**SURVEY PLAT SHOWING**

LOT FOUR (4), BLOCK TWO (2), SECTION THREE (3) OF TWIN HARBORS, A SUBDIVISION IN THE JOHN BURGESS SURVEY, A-7, POLK COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 22 OF THE PLAT RECORDS OF POLK COUNTY, TEXAS.

TO THE LIEN HOLDER AND / OR THE OWNER OF THE PREMISES SHOWN, AND TO ANY TITLE GUARANTY COMPANY:

I, GERALD L. WRIGHT, REGISTERED PROFESSIONAL LAND SURVEYOR No. 5334, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY SHOWN HEREON, IS CORRECT AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO ROAD FROM A DEDICATED ROADWAY.

SURVEYED: JANUARY 26, 2019

BY: *Gerald L. Wright*  
GERALD L. WRIGHT, R.P.L.S. No. 5334, TEXAS  
FIRM REGISTRATION No. 10128800



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