

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Linda and William Stevens, as a married couple and the rightful owner 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 and all necessary and incidental fixtures and Equipment in and through the following described real estate:

SPORTSMAN RETREAT SECTION 3 LOT 623

The line of said twelve (12) foot wide right of way and easement shall be as illustrated and shown on Exhibit "A" attached here to 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 here in, shall be deemed to be plural when required to be so.

Executed this 25th day of Feb., 2022.

Linda H Stevens

William Stevens

Grantor

POLK COUNTY, TEXAS

April Watson

Hon. Sydney Murphy, County Judge, Polk County, TX

(GRANTEE)

STATE OF TEXAS *

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COUNTY OF POLK *

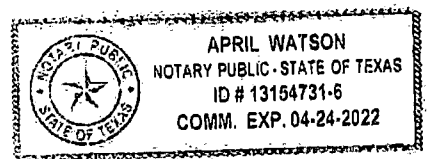
Before me, a Notary Public in and for said State, personally appeared

Linda H Stevens & William Stevens

GRANTORS, and affixed their signatures hereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 25th day of Feb, 2022.

Commission expiration date: 04-24-2022



GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Patricia Dunnuck, as a married couple and the rightful owner 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 drainage pipeline and all necessary and incidental fixtures and Equipment in and through the following described real estate:

SPORTSMAN RETREAT SECTION 3 LOT 624

The line of said twelve (12) foot wide right of way and easement shall be as illustrated and shown on Exhibit "A" attached here to 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 here in, shall be deemed to be plural when required to be so.

Executed this 28 day of FEBRUARY, 2022.

Patricia A. Dunnuck

Grantor

POLK COUNTY, TEXAS

Sydney Murphy

Hon. Sydney Murphy, County Judge, Polk County, TX

(GRANTEE)

STATE OF TEXAS *

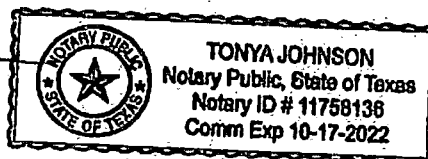
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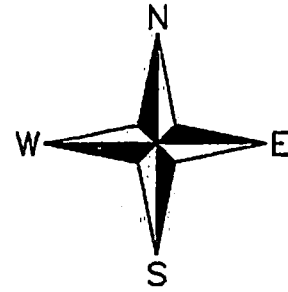
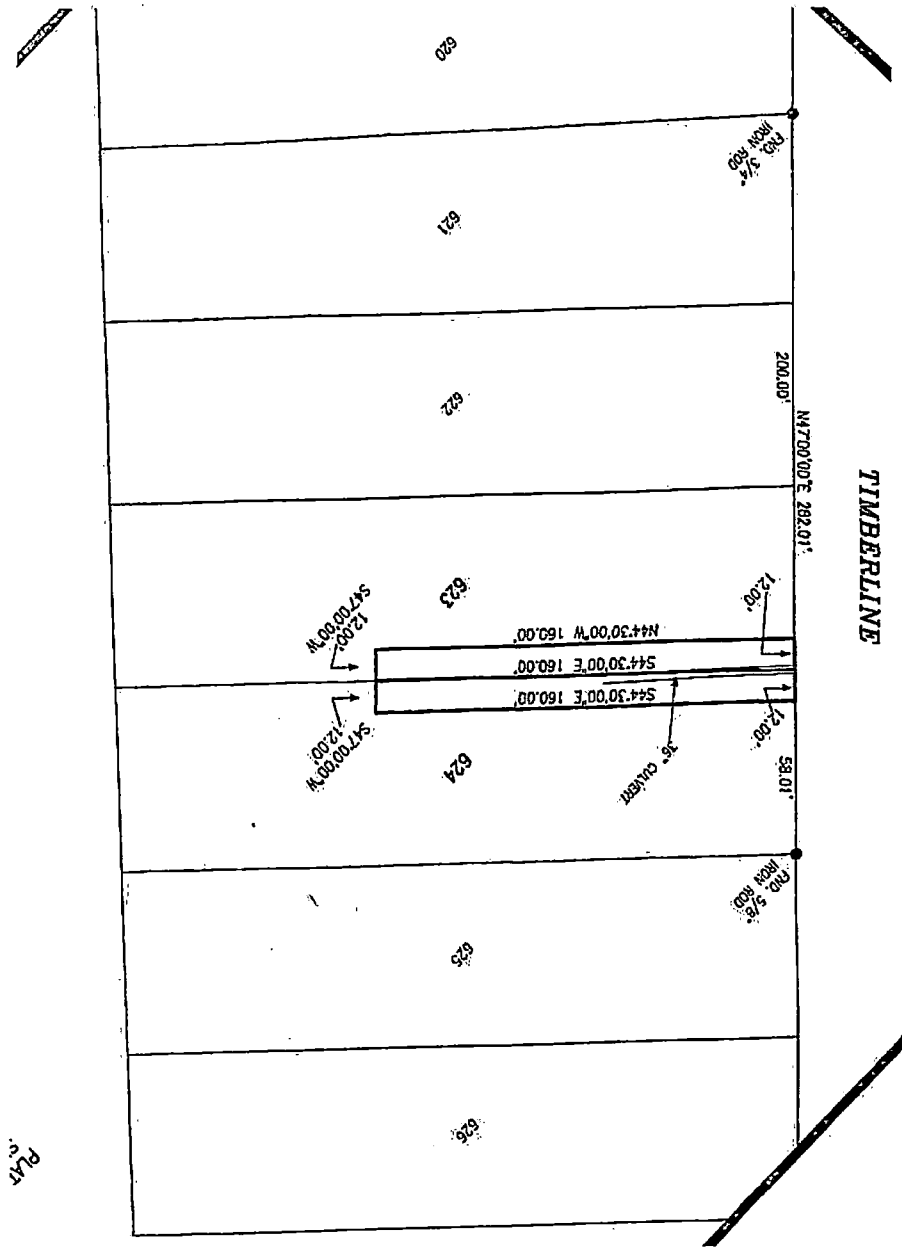
COUNTY OF POLK *

Before me, a Notary Public in and for said State, personally appeared Patricia A. Dunnuck GRANTORS, and affixed their signatures hereto.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 28 day of February, 2022.

Commission expiration date: 10/17/2022





SCALE: 1" = 50'

PLAT OF (2) 12 FEET WIDE EASEMENTS IN THE T. CRISSWELL SURVEY, A-184, POLK COUNTY, TEXAS AND BEING PART OF LOTS 623 & 624, SECTION 3 OF SPORTSMAN'S RETREAT SUBDIVISION AND BEING THE SAME SUBDIVISION AS SHOWN ON A PLAT RECORDED IN VOLUME 5, PAGE 31 OF THE POLK COUNTY PLAT RECORDS.

I, ALAN COOK, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5368, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY MADE UPON THE GROUND OF THE LAND SHOWN HEREON, THAT SAID SURVEY WAS MADE UNDER MY SUPERVISION, AND THAT SAID LAND HAS ACCESS TO AND FROM A PUBLIC ROADWAY.

SURVEYED: AUGUST 27, 2021
Alan Cook

ALAN COOK, RPLS NO. 5368
 COOK LAND SURVEYING ENT., LLC
 110 EAST ABBEY STREET
 LIVINGSTON, TEXAS 77351
 (936) 327-8164
 FIRM CERTIFICATION NO. 10020800



