

## GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHISPERWOOD PROPERTIES LLC, 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:

TWIN HARBORS -SECTION 5 BLK 2 LOT 10

The line of said FIVE (5) 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 7<sup>th</sup> day of August, 2023.

Sherry C. Pierce  
Whisperwood Properties LLC

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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  
GRANTORS, and affixed their signatures hereto.

Sherry Pierce

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 7<sup>th</sup> day  
of Aug, 2023.

Commission expiration date: 1-13-25

