GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT: Jonah and Ethal Carver, the rightful owner of the real property

That is the subject of this agreement, (Grantors), for and in consideration of TEN AND NO/IOO 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 duty 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 pipetine and ail necessary and incidental fixtures and Equipment in and through the following described real estate:

KICKAPOO ESTATES BLK 1 LOT 7

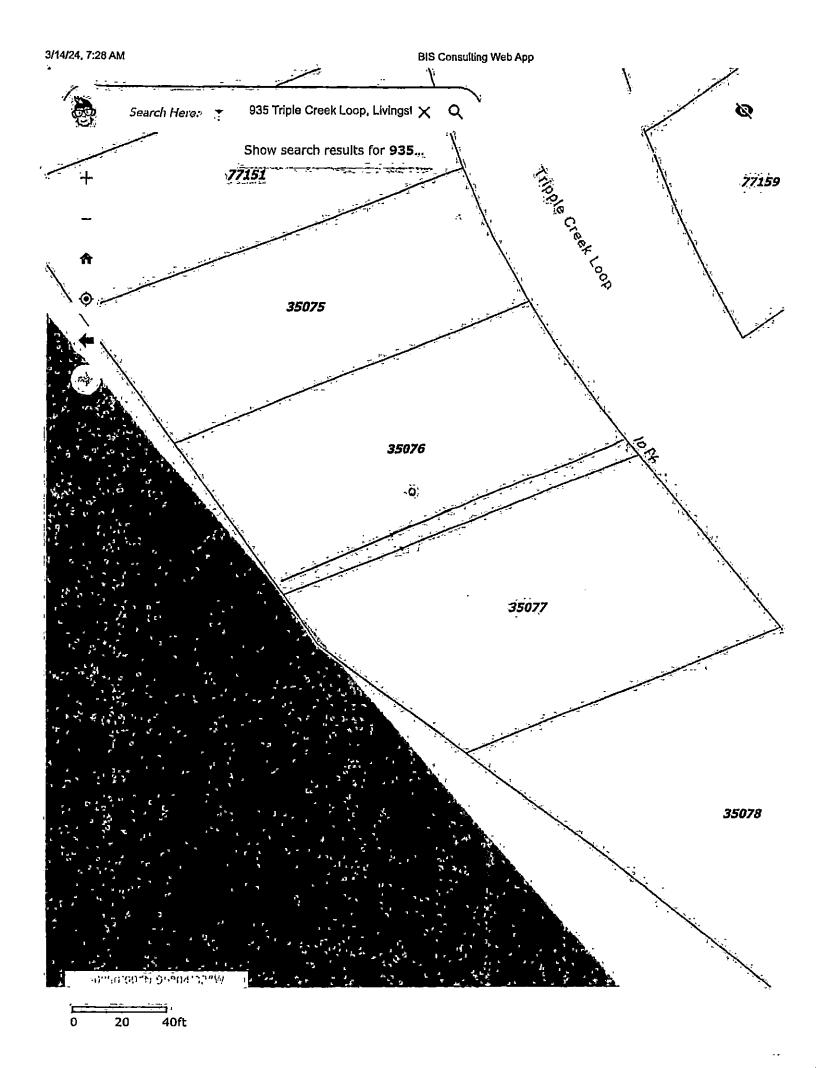
The line of said ten (10) foot wide right of way and easement shall be as illustrated and shown on Exhibit "A" attached here to and made a part hereof.

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 casement.
- 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 5 day of Opin 1 2024. Jonah Carrer Souch Care Fage Carver Ethel Day Carver Grantor POLK COUNTY, TEXAS Hon. Sydney Murphy, County Ludge, Polk County, TX (GRANTEE) STATE OF TEXAS * COUNTY OF POLK * Before me, a Notary Public in and for said State, personally appeared with 4 Whel Lawrence GRANTORS, and affixed their signatures hereto. IN TESTIMONYWHEREOF.I have hereunto set my hand and affixed my notarial seal this _5 1/2. . 2024: SHERILYN EPPERSON

> My Notary ID # 130960904 Expires January 13, 2025



Property Details

Account

Property ID:

35076

Geographic ID:

K0200000700

Type:

Real

Property Use:

Location

Situs Address:

935 TRIPLE CREEK LOOP LIVINGSTON, TX 77351

Map ID:

PLAT

Mapsco:

Legal Description:

KICKAPOO ESTATES BLK 1 LOT 7

Abstract/Subdivision: K0200 - KICKAPOO ESTATES

Neighborhood:

ONA

Owner

Owner ID:

30636

Name:

CARVER JONAH & ETHEL

Agent:

Mailing Address:

935 TRIPLE CREEK LOOP

LIVINGSTON, TX 77351-0000

% Ownership:

100.0%

Exemptions:

HS - Homestead

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:

\$6,916 (+)

Improvement Non-Homesite Value:

\$0 (+)

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Stephanie Busby, the rightful owner of the real property

That is the subject of this agreement, (Grantors), for and in consideration of TEN AND NO/IOO 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 duty 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 pipetine and ail necessary and incidental fixtures and Equipment in and through the following described real estate:

KICKAPOO ESTATES BLK 1 LOT 8

The line of said ten (10) 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 casement.
- 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 26 day of Marcha. 2024.

Hephonie Dawn Bushing

Grantor

POLK COUNTY, TEXAS

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

(GRANTEE)

STATE OF TEXAS *

COUNTY OF POLK * FORT BEND County

Before me, a Notary Public in and for said State, personally appeared Segmanie Dawn Busby.

GRANTORS, and affixed their signatures hereto.

IN TESTIMONYWHEREOF. I have hereunto set my hand and affixed my notarial seal this _____ day

of <u>March</u>, 2024.

Commission expiration date: January 4, 2026



Property Details

Account

Property ID:

35077

Geographic ID:

K0200000800

Type:

Real

Property Use:

Location

Situs Address:

· TRIPLE CREEK LOOP LIVINGSTON, TX 77351

Map ID:

PLAT

Mapsco:

Legal Description:

KICKAPOO ESTATES BLK 1 LOT 8

Austract/Supdivision:

Abstract/Subdivision: K0200 - KICKAPOO ESTATES

Neighborhood:

ONA

Owner

Owner ID:

149106

Name:

BUSBY STEPHANIE D

Agent:

Mailing Address:

10415 TEN POINT LN

MISSOURI CITY, TX 77459

% Ownership:

100.0%

Exemptions:

For privacy reasons not all exemptions are shown online.

□ Property Values

Improvement Homesite Value:

\$0 (+)

Improvement Non-Homesite Value:

\$560 (+)

Land Homesite Value:

\$0 (+)

