

Drainage Easement Agreement

16th THIS DRAINAGE EASEMENT AGREEMENT ("Agreement") is entered into this August, 2016 by and between Peter Edward and Amanda Jayne Ginn, residences of Polk County ("hereinafter called "Ginn" or "Grantor" whether one or more natural person) and Polk County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court (hereinafter called "County" or "Grantee").

RECITALS:

WHEREAS, Ginn is the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference ("Ginn Property"), and which a portion of the Ginn Property is currently vacant and allows for drainage of public subsurface and surface water from Ginn Property as well as neighboring tracts;

WHEREAS, the County desires to construct and install drainage infrastructure, primarily below the surface which will direct run-off water to Lake Livingston and aid in the above ground drainage of surrounding surface water run-off;

WHEREAS, allowing the construction of subsurface and surface drainage facilities will improve the use of the Ginn Property and provide for better surface water drainage; and

WHEREAS, Ginn, as Grantor, has agreed to grant, sell, and convey, to the County, as Grantee, a drainage easement for constructing, installing, reconstructing, excavating, replacing, repairing, maintaining and operating certain surface water swales and related infrastructure for the discharge and drainage of surface water and storm water.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree as follows:

- 1) The Recitals above are incorporated herein and are true statements of fact.
- 2) Grantor hereby grants, sells and conveys to Grantee a non-exclusive drainage easement (the "Drainage Easement" or "Premises") for constructing, installing, inspecting, reconstructing, excavating, replacing, repairing, maintaining and operating certain underground infrastructure and above ground inlets (hereinafter, collectively called the "Facilities"), for the discharge and drainage of surface water run-off to Lake Livingston, and storm water (collectively, the "Runoff") such Drainage Easement.
- 3) Grantee agrees in developing and using the Drainage Easement, Grantee shall direct the Runoff in accordance with plans approved by Grantor or its designee, which Grantor approval shall not be unreasonably withheld, conditioned or delayed.

- 4) This Agreement does not constitute a conveyance of property, nor of the minerals therein, and thereunder, but grants only a Drainage Easement for the constructing, installing, inspecting, reconstructing, excavating, replacing, repairing, maintaining and operating of the Drainage Easement and Facilities.
- 5) Grantee covenants and agrees that no permanent buildings will be placed, built, constructed over or upon the herein described Premises, but Grantor specifically reserves and retains to itself, its legal representative, successors, and assigns the right to use and enjoy the surface of the property burdened by the easement granted herein for any and all purposes which do not interfere with or prevent the use by Grantee of the easement, including but not limited to, the construction of roads and/or driveways over the surface of the easement area.
- 6) In addition to the Drainage Easement, along with all rights and privileges herein granted, Grantee shall have the right of ingress and egress using access points and routes over and across Grantor's adjacent land that has been approved by Grantor, where natural or manmade conditions or barriers made accessible from the public right-of-way impractical or impossible, and the temporary right to use the surface of the property of Grantor immediately adjacent to the Drainage Easement. Grantee shall not disturb any other over or below ground drainage structures, run-offs, or facilities owned or maintained by County or otherwise without express approval of Grantor.
- 7) The rights and Drainage Easement granted herein shall be non-exclusive and Grantor shall have the right to grant and convey other easements and rights affecting the land and area affected by this Drainage Easement without Grantee's consent, provided such other right and easements do not unreasonably interfere with Grantee's rights granted hereby.
- 8) Grantor is under no obligation to provide any funding or contribution to the installation of any Facilities within the Drainage Easement.
- 9) The Drainage Easement conveyed is subject to all liens, easements, encumbrances, mineral interest, exceptions, covenants, restrictions and reservations of record in Polk County, Texas.
- 10) TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

- 11) This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

SIGNED AND EXECUTED this 16th day of August 2016.

Grantor:



Peter Edward Ginn

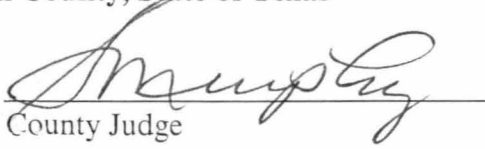


Amanda Jayne Ginn

Grantor Acceptance:

Polk County, State of Texas

By:


County Judge

(Acknowledgements on following page)

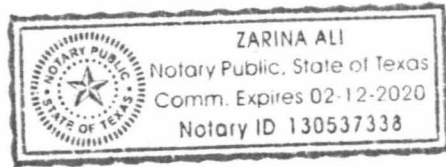
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF POLK

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BEFORE ME, on this day personally appeared Amanda Jayne Ginn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of Aug, 2016.



Zarina
Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

BEING a strip of land 9.5 feet wide in the Esther Clark Survey, A-160, Polk County, Texas and being parallel with, adjacent to, and adjoining the Northeast Line of Lot 14, Block 18, Section 4 of Idlewilde Estates Subdivision as shown on a Plat recorded in Volume 4, Page 11 of Polk County Plat Records.

Physical Address: 295 Lake Dr. Livingston, Texas 77360