

EASEMENT THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BROWN

This Easement Agreement is entered into this ____ day of October, 2013, by and between Gregory Aune and Karen Aune, residents of Brown County, Texas, hereinafter referred to as AUNE, and Brown County, hereinafter referred to as COUNTY.

WHEREAS, AUNE is the owner of a tract of land located in the John Douglas Survey 100, Abstract 238, and being 360.35 acres, being more fully described in a Warranty Deed dated March 14, 2003 recorded in volume 1470 page 804 Brown County Real Property Records; and

WHEREAS, COUNTY is the owner of County Road 350, and said County Road 350 is contiguous to the above described property owned by AUNE; and

WHEREAS, the natural flow and drainage of water from and across County Road 350 causes occasional flooding in and to the property and improvements owned by AUNE; and

WHEREAS, the parties wish to enter into an Agreement permitting the COUNTY access to AUNE'S property for the purpose of creating and maintaining a drainage channel across said property.

Now, therefore, for and in consideration of Ten Dollars (\$10.00), the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AUNE hereby grants and conveys unto the said COUNTY, the right to have access to the above described property owned by AUNE, for the sole purpose of performing such work as may be necessary to create and maintain a drainage channel across said property owned by AUNE, so as to divert water draining from and across County Road 350 into such drainage channel and away from the improvements located on AUNE'S property. The location of the drainage channel shall be (generally) on and around the North boundary of said property, where County Road 350 curves at said North boundary line. The COUNTY shall have all other rights, powers and benefits necessary or convenient in order to make fully effective and beneficial the rights conferred herein, but the COUNTY shall not use the said property for any other purpose than is herein above set out.

This Agreement shall constitute an Easement for access, and an Easement for drainage. It shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the respective parties and their heirs, successors and assigns.

WITNESS our hand this ____ day of October, 2014.

GREGORY AUNE



E. RAY WEST, III

KAREN AUNE

October 6, 2014
(Exhibit #1)