

**RESOLUTION NO. R-2019-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TRANSFERRING 2.07 ACRES OF LAND IN LAKE BASTROP ACRES TO BASTROP COUNTY FOR USE AS PARK LAND IN CONSIDERATION OF TEN DOLLARS AND 00/100 CENTS (\$10.00), AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS**, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City Council of the City of Bastrop, Texas wishes to assist other local government agencies with projects that are mutually beneficial to the community; and

**WHEREAS**, The City of Bastrop, Texas owns 2.07 acres of land in the Issac Harris Survey Abstract #38 in Bastrop County, Texas; and

**WHEREAS**, the property was a proposed well site for the City of Bastrop, but ultimately not used for that purpose due to the proximity of neighboring wells; and

**WHEREAS**, The City Council of the City of Bastrop, Texas believes the citizens of Bastrop County would benefit from park land in this area and wishes to deed the property to the County for this purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**


**Section 1:** That the City Manager is hereby authorized to execute a Special Warranty Deed transferring 2.07 acres of property in the Issac Harris Survey Abstract #38 to Bastrop County in consideration of Ten Dollars (\$10.00).

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 22nd day of October, 2019.


**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney



area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and taxes, and all encumbrances, restrictions, easements and reservations of record in Bell County Clerk's Office to the extent that they may be in effect and enforceable; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area. Ad valorem taxes attendant to the Property shall be assumed by the Grantee, if any.

**"AS IS, WHERE IS: SALE. OWNER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING, AND SPECIFICALLY DISCLAIMS AND NEGATES ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES (EXPRESS OR IMPLIED) REGARDING THE PROPERTY WHETHER REGARDING ENVIRONMENTAL MATTERS OR OTHERWISE, GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.**

TO HAVE AND TO HOLD the property together with all and singular the rights and appurtenances thereto in any way belonging to Grantee, Grantee's successors and assigns forever. This conveyance is made WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, and the Property is conveyed to Grantee in as "AS-IS" condition, with all faults.

EXECUTED this 22<sup>nd</sup> day of January, 2021

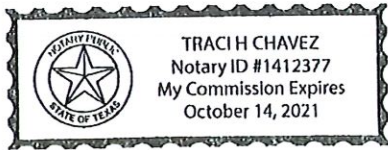
Grantor:

By:   
Its: City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) SS  
COUNTY OF BASTROP )

The foregoing instrument was sworn to and acknowledged before me, on the 22<sup>nd</sup> day of January 2021, by PAUL A. HOEMANN, as authorized signer for the City of Bastrop, a home rule municipality in the State of Texas.



Traci A Chavez  
Notary Public

My Commission Expires: 10-14-21

EXHIBIT "A"

LEGAL DESCRIPTION

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CITY CLERK RECORDS

1358

WARRANTY DEED  
AND  
WATERLINE EASEMENT AGREEMENT

THE STATE OF TEXAS §  
COUNTY OF BASTROP §

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Hubert L. Linenberger, and wife, Anita Kay Linenberger, of P.O. Box 669, Bastrop, County of Bastrop, and State of Texas, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto The City of Bastrop, Texas, its successors and assigns (hereinafter called Grantee), whose address is 904 Main Street, P.O. Box 427, Bastrop, Bastrop County, Texas 78602, the fee simple interest in the following described 2.07 acre tract of land located in Bastrop County, Texas, as more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof; and, in addition, does GRANT, SELL, AND CONVEY unto said Grantee two (2) waterline easements across the following described 142.6 acre tract of land located in Bastrop County, Texas for the purposes set out below; said easements across the 142.6 acre tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof.

Said waterline easements being a 15 foot wide and a 20 foot wide easement for waterline purposes in connection with the proposed City well site to be located upon the said 2.07 acre parcel out of the said 142.6 acre tract to be used to transport water from said 2.07 acre site to the City of Bastrop facilities.

In addition to the said 15 and 20 foot wide permanent waterline easements, Grantee shall have the temporary use of a 20 foot wide temporary working space easement located adjacent to the southern boundary of the 20 foot waterline easement described above and adjacent to the eastern boundary of the 15 foot waterline easement, and being parallel to same for their entire length. Said

20 foot wide temporary working space easements to exist only during the construction and installation of waterlines to connect said well pits to the City of Bantrop facilities, and said temporary working space easements shall automatically expire and cease to exist upon the completion of such waterlines and associated facilities.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the easement rights herein granted, including, but without limiting the same to, construction, maintenance and reconstruction of water lines, the free right of ingress to and egress over and across said lands to and from any public or private right-of-way or easement. The Grantee shall have the right to assign this grant in whole or in part.

As further consideration for this easement agreement, the Grantee agrees that after any construction, reconstruction, or maintenance, Grantee shall, at its expense, restore Grantors' property to the same or similar condition in which it was found, and, further, to maintain the integrity of Grantors' fencing and gates so as to prevent loss of livestock during any construction or maintenance by Grantee.

TO HAVE AND TO HOLD the above described premises and easement rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantees herein, their 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 and easement rights unto the Grantee herein, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this conveyance and Waterline Easement Agreement this the 10th day of December, 1990.



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GRANTOR:  
Hubert L. Linenberger  
Hubert L. Linenberger  
Anita Kay Linenberger  
Anita Kay Linenberger

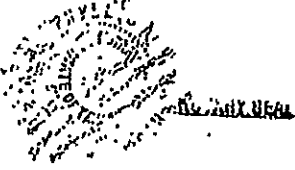
GRANTOR:  
David Look  
David Look, Mayor

ATTEST:  
Phyllis Matheson  
Phyllis Matheson, City Secretary



STATE OF TEXAS §  
COUNTY OF BASTROP §

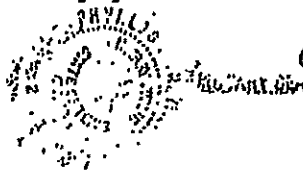
This instrument was acknowledged before me on this 10th day of December, 1990, by Hubert L. Linenberger, for the purposes and consideration aforesaid.



Phyllis Matheson  
Notary Public, State of Texas  
PHYLLIS MATHESON  
Printed or typed name  
My commission expires: 11-20-95

STATE OF TEXAS §  
COUNTY OF BASTROP §

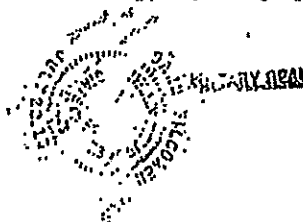
This instrument was acknowledged before me on this 10th day of December, 1990, by Anita Kay Linenberger, for the purposes and consideration aforesaid.



Phyllis Matheson  
Notary Public, State of Texas  
PHYLLIS MATHESON  
Printed or typed name  
My commission expires: 11-20-95

STATE OF TEXAS §  
COUNTY OF BASTROP §

This instrument was acknowledged before me on this 10th day of December, 1990, by David Look, Mayor of the City of Bastrop, for the purposes and consideration aforesaid.



John Wilcoxen  
Notary Public, State of Texas  
John Wilcoxen  
Printed or typed name  
My commission expires: 7-28-92

AFTER RECORDING RETURN TO GRANTEE:

City Secretary  
City of Bastrop  
P.O. Box 427  
Bastrop, Texas 78602

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11/19/83

WARRANTY DEED AND WATERLINE EASEMENT AGREEMENT  
PAGE 4

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**JAMES E. GARON & ASSOC.**  
PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION: BEING 2.07 ACRES OF LAND LYING AND BEING SITUATED IN THE ISAAC HARRIS SURVEY, ABSTRACT 88 OF BASTROP COUNTY, TEXAS AND BEING A PORTION OF A CERTAIN CALLED 142.635 ACRE TRACT CONVEYED TO HUBERT L. LINENBERGER BY DEED RECORDED IN VOLUME 178, PAGE 104 OF THE BASTROP COUNTY DEED RECORDS; SAID 2.07 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN JULY 1980:

BEGINNING at an iron pipe found for the most northeasterly corner of said Linenberger tract and the herein described tract;

THENCE S 11° 58' 21" W, 300.00 feet along the westerly right-of-way (80') line of Cool Water Lane to an iron rod set for corner;

THENCE N 78° 03' 21" W, 300.00 feet to an iron rod set for corner;

THENCE N 11° 58' 21" E, 300.00 feet to an iron rod set for corner on the northerly line of said Linenberger tract;

THENCE S 76° 03' 21" E, 300.00 feet along said line to the POINT OF BEGINNING and containing 2.07 acres of land more or less.

Surveyed By:

*James E. Garon*  
James E. Garon  
Registered Professional Land Surveyor

7-23-1990  
Date

Job #B-141-80  
PB 10/75; 20/1; 20/13



COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
WHEN RECORDED

EXHIBIT: A

**JAMES E. GARON & ASSOC.**  
PROFESSIONAL LAND SURVEYORS

Vol. 596 Page 195

LEGAL DESCRIPTION  
FOR  
20' WATERLINE EASEMENT  
&  
15' WATERLINE EASEMENT

BEING A 20 FOOT AND 15 FOOT STRIP OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ISAAC HARRIS SURVEY, ABSTRACT 38 OF BASTROP COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 142.8 ACRE TRACT CONVEYED TO HUBERT L. LINENBERGER BY DEED RECORDED IN VOLUME 178 PAGE 104 OF THE BASTROP COUNTY DEED RECORDS; SAID EASEMENT HAVING A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING from an iron pipe found on the westerly right-of-way of Cool Water Drive for the northeasterly corner of said Linenberger tract;

THENCE S 11° 58' 21" W, 300.00 feet along said line of Cool Water Drive and N 78° 03' 21" W, 173.15 to the POINT OF BEGINNING of the herein described centerline of said 20' easement;

THENCE S 44° 42' 00" W, 1,033.68 feet to a point for corner;

THENCE N 77° 58' 25" W, 1058.42 feet to a point of non-tangent curvature to the left;

THENCE 411.92 feet along the arc of said curve to the left having a central angle of 17° 31' 28"; a radius of 1346.78 feet and a chord bearing N 89° 28' 35" W, 410.31 feet to a point of non-tangency;

THENCE S 81° 51' 02" W, 225.37 feet to a point for corner; being the termination of said 20' easement and beginning of said 15' easement;

THENCE S 07° 08' 15" W, 2,607.05 feet along a line 7.50 feet east of and parallel to the east right-of-way line of State Highway 88 to a point for corner;

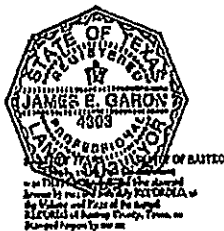
THENCE N 82° 51' 48" W, 7.50 feet to a point for termination on the east right-of-way line of State Highway 88 from which the southwest corner of said Linenberger tract bears S 07° 08' 15" W, 348.37 feet.

Prepared By:

*James E. Garon*  
James E. Garon  
Registered Professional Land Surveyor

COUNTY CLERK'S MEMO  
PORTIONS OF THIS  
DOCUMENT NOT  
REPRODUCIBLE  
UNLESS RECORDED

10-11-1990  
Date



FILED

MAR 1 9 1991

Job # B-141-80  
FB 78-78, 80-1, 23-10, 23-70

*Shirley Hadden*

COUNTY CLERK  
BASTROP COUNTY, TEXAS

By Payment of Fees Which Exceeds the  
FEE HERE ON OR BY the Original Fee  
Properly Received of Clerk or by a Special  
and is not subject to Federal Law.

EXHIBIT B

1101 CAPITAL OF TEXAS BOULEVARD, SOUTH • BLDG. H, SUITE 200 • AUSTIN, TEXAS 78746 • (512) 326-6343 | MAR 28 1991  
808 MAIN STREET • BASTROP, TEXAS 78002 • (512) 321-4153

