

**RESOLUTION NO. R-2022-103**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE PURCHASE OF EASEMENT RIGHTS FOR CONSTRUCTION OF THE SIMSBORO AQUIFER WATER TREATMENT PLANT, WELL FIELD AND TRANSMISSION FACILITIES PROJECT, IN THE AMOUNT OF FORTY-ONE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS AND THIRTY CENTS (\$41,273.30); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop and Rathman Limited Partnership desire to enter into an agreement for the purchase of permanent public utility easement, and a temporary construction easement to proceed with the construction of the 24-in transmission line, included in the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project and described on Exhibit A; and

**WHEREAS**, the City of Bastrop City Council finds that it is the best interest of the City to enter into this agreement.


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


**Section 1.** The City Council of the City of Bastrop, Texas authorizes the City Manager, to sign the easement documents attached as Exhibit A.


**Section 2.** All forms shall be approved by the City Attorney.

**Section 3.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 25<sup>th</sup> day of October 2022.

**APPROVED:**  
  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

**A. Settlement Statement**

<b>B. Type of Loan</b>					
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	2243534-BAS		
7. <input checked="" type="checkbox"/> Cash Sale.					

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.\*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. Name &amp; Address of Borrower</b> City of Bastrop PO Box 427 Bastrop, TX 78602	<b>E. Name &amp; Address of Seller</b> Rathman Limited Partnership 255 Watts Ln Cedar Creek, TX 78612	<b>F. Name &amp; Address of Lender</b>
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<b>G. Property Location</b> ABS A11 Bastrop Town Tract, 16.5040 acres in Bastrop County , TX	<b>H. Settlement Agent Name</b> Independence Title 5900 Shepherd Mountain Cove, Bldg 2, Ste. 200 Austin, TX 78730 Tax ID: 20-8050955 Underwritten By: Title Resources Guaranty Company	<b>I. Settlement Date</b> 9/30/2022 Fund:
	<b>Place of Settlement</b> Independence Title 301 Highway 71 West, Suite 106 Bastrop, TX 78602	

<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract Sales Price	\$40,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,273.30	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. Property taxes		406. Property taxes	
107. City property taxes		407. City property taxes	
108. County property taxes		408. County property taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. MUD Taxes		411. MUD Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower</b>	<b>\$41,273.30</b>	<b>420. Gross Amount Due to Seller</b>	
<b>200. Amounts Paid By Or in Behalf Of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff to to	
205.		505. Payoff to to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. Property taxes		510. Property taxes	
211. City property taxes		511. City property taxes	
212. County property taxes		512. County property taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. MUD Taxes		515. MUD Taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>\$0.00</b>	<b>520. Total Reduction Amount Due Seller</b>	
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross Amount due from borrower (line 120)	\$41,273.30	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	
<b>303. Cash From Borrower</b>	<b>\$41,273.30</b>	<b>603. Cash To Seller</b>	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price			@ % =	Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.					
704.	The following persons, firms or	to			
705.	corporations received a portion	to			
706.	of the real estate commission amount	to			
707.	shown above:	to			
800.	Items Payable in Connection with Loan				
801.	Loan Origination Fee	% to			
802.	Loan Discount	% to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Underwriting Fee	to			
808.	Flood Cert Fee	to			
809.	Processing Fee	to			
810.	Tax Services	to			
900.	Items Required by Lender To Be Paid in Advance				
901.	Interest from	9/30/2022 to 10/1/2022 @ \$0/day			
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	years to			
904.	2nd Lien Interest	to			
1000.	Reserves Deposited With Lender				
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	Property Taxes	months @	per month		
1004.	City Property Taxes	months @	per month		
1005.	County Property taxes	months @	per month		
1006.	School Property Taxes	months @	per month		
1007.	MUD Taxes	months @	per month		
1008.	HOA Dues	months @	per month		
1011.	Aggregate Adjustment				
1100.	Title Charges				
1101.	Settlement or closing fee	to			
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
	(includes above items numbers:		)		
1108.	Title insurance	to Independence Title Co.		\$428.00	
	(includes above items numbers:		)		
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$40,000.00/\$428.00			
1111.	State of Texas Policy Guaranty Fee	to Texas Title Insurance Guaranty Association		\$2.00	
1112.	Escrow Fee	to Independence Title Co.		\$700.00	
1113.	Courier Fee	to Independence Title Co.		\$35.00	
1114.	e-Recording	to Independence Title Co.		\$3.00	
1200.	Government Recording and Transfer Charges				
1201.	Recording Fees	Deed \$62.00 ; Mortgage ; Rel	to Independence Title Co.	\$62.00	
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed ; Mortgage	to		
1204.		to			
1300.	Additional Settlement Charges				
1301.	Survey	to			
1302.	Pest Inspection	to			
1303.	HOA Transfer Fee	to			
1304.	Home Warranty	to			
1305.	Property Taxes	to			
1306.	Tax Certificate	to Texas Real Tax Services, Ltd.		\$43.30	
1307.	MUD Certificate	to Texas NTP, LLC			
1308.	2022 Tax Pro Rations	to Bastrop County Tax Assessor-Collector			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$1,273.30	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.



**EASEMENT PURCHASE AGREEMENT  
RATHMAN LIMITED PARTNERSHIP**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF BASTROP, TEXAS**, a Texas home rule municipality ("Buyer"), and **RATHMAN LIMITED PARTNERSHIP**, ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

**INTRODUCTION**

A. Seller is the current owner thereof of 16.504 acre tract recorded in/under Volume 1116, Page 631, Official Public Records of Bastrop County, Texas.

B. Buyer requires acquisition of portions of this tract for a Public Utility and Temporary Access & Construction easement (**Exhibit "A"**) for the WTP 24 Transmission Line Project hereafter collectively referred to as the "Easement."

C. Seller is willing to convey and Buyer to purchase the Public Utility and Temporary Access & Construction Easement for the ~~appraised value of \$33,919.00~~ **negotiated settlement amount of \$40,000.00**.

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

**I.**

*Purchase and Sale Agreement.* For the Purchase Price, Seller agrees to sell and convey an easement to Buyer, and Buyer agrees to buy and pay Seller for the Public Utility and Temporary Access & Construction Easement as described in **Exhibit "A"** for public utility facilities, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of any public utility facilities, and related appurtenances, or making connections thereto and the temporary access & construction easement, for the construction and maintenance as part of the WTP 24 Transmission Line Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligations of the Buyer contained in this agreement are conditional on City of Bastrop, Council's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

**II.**

*The Purchase Price.* ~~THIRTY THREE THOUSAND NINE HUNDRED NINETEEN AND NO/100 (\$33,919.00)~~ **FORTY THOUSAND AND NO/100 (\$40,000.00)** to be paid at closing.

**III.**

*The Property.* A 0.987 acre public utility easement and a 0.451 acre temporary construction easement over, across, under and through a 16.504 acre tract recorded in/under Volume 1116, Page 631, Official Public Records of Bastrop County, Texas as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference for all purposes.

#### IV.

*Easement Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Public Utility and Temporary Access & Construction Easement Agreement (**Exhibit "B"**), attached hereto and incorporated by reference for all purposes.

#### V.

##### *Miscellaneous.*

- A. *Closing Date.* The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Easement.
- B. *Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Bastrop  
Attn: Paul Hofmann, City Manager  
P.O. Box 427  
Bastrop, TX 78602

Seller: Rathman Limited Partnership  
255 Watts Lane  
Cedar Creek, TX 78612

- C. *Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be

deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- D. No Waiver of Immunities.* Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- E. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.
- F. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement.
- G. Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- H. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- I. Headings, Cooperative Drafting.* The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control.
- J. Counterparts and Effective Date.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- K. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that

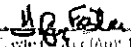


would prevent this sale, and that Seller meets all requirements to contract with the City of Bastrop as provided by Chapter 38 of the City's Code of Ordinances.

- L. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.
  
- M. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Bastrop Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Bastrop, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
  
- N. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

EXECUTED this the 14 day of August, 2022.

**SELLER: Rathman Limited Partnership**

By:   
E. Gayle Foster, Trustee of the Rathman Limited Partnership

**PURCHASER:**

**CITY OF BASTROP,**  
a Texas home rule municipality

By:   
Trey Job, City Manager

**ATTEST:**

  
Ann Franklin (Aug 16, 2022 10:32 CDT)  
Ann Franklin, City Secretary



Independence Title/GF# 2243534 -BAS/AK.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PUBLIC UTILITY EASEMENT AND  
TEMPORARY ACCESS & CONSTRUCTION EASEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

**GRANT OF EASEMENT:**

Rathman Limited Partnership ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF BASTROP, TEXAS**, a home-rule municipality located in Bastrop County, Texas ("Grantee"), an exclusive public utility easement and right-of-way ("Easement") and a temporary access and construction easement ("TACE") upon, under and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"). Grantor and Grantee may jointly be referred to as "the parties."

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement and TACE herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

**Terms and Conditions:** The following terms and conditions apply to the Easement and TACE granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement and TACE certain terms shall have the meanings that follow:
  - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the

construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

(c) "Public Utilities" shall mean any public utility facilities and its associated appurtenances.

2. *Character of Easement and TACE.* The Easement and TACE granted herein are "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. Furthermore, the TACE rights of use granted herein are irrevocable until the termination of the TACE in accordance with the terms herein. The Easement and TACE are for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
4. The TACE shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
5. *Term of Easement.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
6. *Term of TACE.* The variable width TACE granted herein shall terminate automatically upon completion of the construction of the public infrastructure included in Grantee's public infrastructure project.
7. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Bastrop. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

8. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 9, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this Agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. *Holder shall restore the TACE Property to the condition of the TACE Property immediately before the Grantee's use of the same.*

9. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

10. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

11. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *No Waiver of Immunities.* Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17. *Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

18. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

19. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

20. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate; and constitute a part of the substantive agreement. All

exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

22. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

23. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this 29 day of NOVEMBER 2022.

GRANTOR: Rathman Limited Partnership

By: Robert Miller Jr

Name: ROBERT MILLER JR.

Title: TRUSTEE

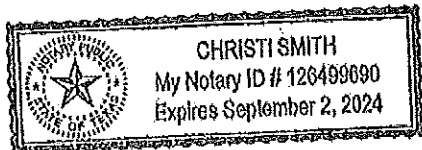
THE STATE OF TEXAS §  
§  
COUNTY OF BASTROP §

BEFORE ME, a Notary Public, on this day personally appeared ROBERT MILLER JR. TRUSTEE of Rathman Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of NOVEMBER 2022.

Christi Smith

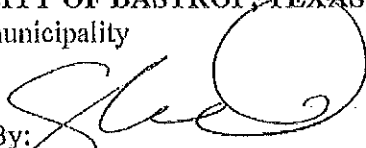
Notary Public Signature



GRANTEE:

AGREED AND ACCEPTED:

CITY OF BASTROP, TEXAS, a Texas home-rule municipality




By: Sylvia Carrillo, ICMA-CM, CPM, City Manager

ATTEST:

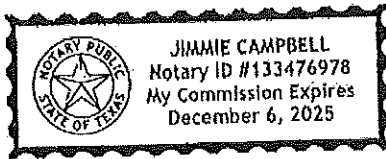
  
\_\_\_\_\_

THE STATE OF TEXAS       §  
                                      §  
COUNTY OF BASTROP       §

This instrument was acknowledged before me on November 23, 2022, by Sylvia Carrillo, ICMA-CM, CPM, City Manager of the City of Bastrop, Texas, a Texas home-rule municipality, on behalf of said municipality.

  
\_\_\_\_\_  
Notary Public Signature

(seal)



AFTER RECORDING, RETURN TO:

City of Bastrop  
Attn: Ann Franklin  
P.O. Box 427  
Bastrop, TX 78602





**SHERWOOD  
SURVEYING & S.U.E.**

EXHIBIT "A"

TBPELS FIRM #10044200  
6477 FM 311, SPRING BRANCH, TX 78070  
SHERWOODSURVEYING.COM | (830) 228-5788

0.987 ACRE ESMT & 0.451 ACRE ESMT  
20FN002

MARCH 22, 2022  
REVISED MAY 26, 2022

**FIELDNOTE DESCRIPTION  
0.987 ACRE PUBLIC UTILITY EASEMENT**

BEING A 0.987 ACRE PUBLIC UTILITY EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 1116, PAGE 631, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.987 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF REIDS BEND (COUNTY ROAD 41); AT THE NORTHEAST CORNER OF SAID 16,504 ACRE TRACT; BEING THE NORTHWEST CORNER OF A CALLED 5.00 ACRE TRACT CONVEYED TO WOODROW CHARLES FROEHLICH AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 203, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, FOR THE EASTERLY NORTH CORNER OF THIS EASEMENT;

THENCE, S 02°06'50" E, ALONG THE COMMON BOUNDARY LINE OF SAID CALLED 16.504 ACRE TRACT AND SAID CALLED 5.0 ACRE TRACT, A DISTANCE OF 136.66 FEET TO A POINT FOR THE SOUTHEASTERLY CORNER OF THIS EASEMENT;

THENCE, DEPARTING SAID COMMON BOUNDARY LINE OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 80°16'37" W, A DISTANCE OF 70.62 FEET TO A POINT FOR A WESTERLY SOUTH CORNER OF THIS EASEMENT;
2. N 02°06'50" W, A DISTANCE OF 10.09 FEET TO A POINT FOR AN INTERIOR ANGLE CORNER OF THIS EASEMENT;
3. S 80°16'37" W, A DISTANCE OF 946.04 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THAT SAID 16.504 ACRE TRACT AND THE EASTERLY BOUNDARY LINE OF A CALLED 58.74 ACRE TRACT CONVEYED TO KERMIT W. FOX, JR., TRUSTEE OF THE KERMIT W. FOX, JR., NO. 1 POWER TRUST AS SHOWN IN DOCUMENT NUMBER 201510834 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; FOR A SOUTHWESTERLY CORNER OF THIS EASEMENT;

THENCE, N 02°34'57" W, ALONG SAID COMMON BOUNDARY LINE A DISTANCE OF 35.27 FEET TO A POINT FOR THE NORTHWESTERLY CORNER OF THIS EASEMENT;

THENCE, DEPARTING SAID COMMON BOUNDARY LINE OVER AND ACROSS SAID 16,504 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 80°16'37" E, A DISTANCE OF 946.34 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF THIS EASEMENT;
2. N 02°06'50" W, A DISTANCE OF 100.59 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41) FOR A NORTHWESTERLY CORNER OF THIS EASEMENT, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RPLS 1573" FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND ROAD BEARS N 85°02'39" W, A DISTANCE OF 366.36 FEET;

THENCE, N 87°52'15" W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41), A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.987 ACRES OF LAND MORE OR LESS.

(CONTINUED ON PAGE 2 OF 2)

EXHIBIT "A"



**SHERWOOD  
SURVEYING & S.U.E.**

TOGETHER AND WITH THE FOLLOWING  
0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT

BEING 0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENTS RECORDED IN VOLUME 1116, PAGE 631, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF REIDS BEND (COUNTY ROAD 41); AT THE NORTHEAST CORNER OF THAT SAID 16.504 ACRE TRACT;

THENCE, S 02°06'50" E, ALONG THE COMMON BOUNDARY LINE OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO WOODROW CHARLES FROEHLICH AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 203, PAGE 9, DEED RECORDS, BASTROP COUNTY, TEXAS, AND THAT SAID 16.504 ACRE TRACT A DISTANCE OF 136.66 FEET TO A POINT FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS EASEMENT;

THENCE, S 02°06'50" E, CONTINUING ALONG THE SAID COMMON BOUNDARY LINE, A DISTANCE OF 10.09 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS EASEMENT;

THENCE, S 80° 16' 37" E, OVER AND ACROSS SAID 16.504 ACRE TRACT, A DISTANCE OF 1016.50 FEET TO POINT IN THE WESTERLY BOUNDARY LINE OF SAID 16.504 ACRE TRACT, COMMON WITH THE EASTERLY BOUNDARY LINE OF A CALLED 58.74 ACRE TRACT CONVEYED TO KERMIT W. FOX, JR., TRUSTEE OF THE KERMIT W. FOX, JR. NO. 1 POWER TRUST AS SHOWN IN DOCUMENT NUMBER 201510834 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

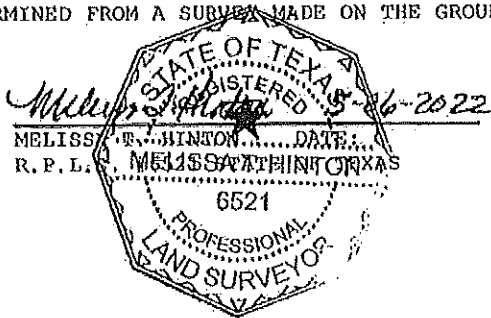
THENCE, N 02°34'57" W, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 20.16 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE, DEPARTING SAID COMMON BOUNDARY LINE, OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N 80°16'37" E, A DISTANCE OF 946.04 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. S 02°06'50" E, A DISTANCE OF 10.09 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
3. N 80°16'37" E, A DISTANCE OF 70.62 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.451 ACRES OF LAND MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



52.930 AC.  
DONALD L. FURRY a/k/a DONALD FURRY  
DOC. 201604620  
OPRBCT

21.222 AC.  
GLENN D. SYNNOTT REVOCABLE LIVING TRUST  
DOC. 201809859  
OPRBCT

10.289 AC.  
JAMES C. CAOUETTE  
DOC. 202005646  
OPRBCT

58.74 AC.  
(TRACT 2)  
KERMIT W. FOX, JR.,  
TRUSTEE OF THE  
KERMIT W. FOX, JR.,  
No. 1 POWER TRUST  
DOC. 201510834  
OPRBCT

5 AC.  
WOODROW CHARLES  
FROEHLICH  
VOL. 203, PG. 9  
DRBCT

0.987 ACRE  
PUBLIC UTILITY  
EASEMENT

0.451 ACRE  
VARIABLE WIDTH  
TEMPORARY  
CONSTRUCTION  
EASEMENT

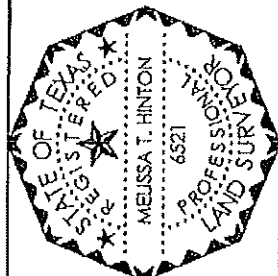
16.504 AC.  
RATHMAN LIMITED PARTNERSHIP  
VOL. 1116, PG. 631  
ORBCT  
DESCRIBED IN VOL. 320, PG. 751  
DRBCT

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L14	S02° 06' 50"E	136.66
L15	S80° 16' 37"W	70.62
L16	N02° 06' 50"W	10.09
L17	N02° 34' 57"W	35.27
L18	N02° 06' 50"W	106.59
L19	N87° 52' 15"E	70.00

**SURVEYOR NOTES:**  
THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT  
ADDITIONAL RESEARCH TO DETERMINE IF OTHER  
MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS  
PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR  
OTHER ENCUMBRANCES.  
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE  
COORDINATES, CENTRAL ZONE  
DATE OF FIELDWORK: 01/13/2022

**SHERWOOD SURVEYING & S.U.E.**  
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL  
6477 FM 311, P.O. BOX 882, TSP/ELS FIRM#10044200  
SPRING BRANCH, TEXAS 76070  
PHONE (830) 228-5786 FAX (830) 888-2170

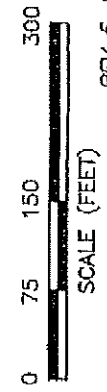
DATE: 02/08/2022 DRAWN BY: NLS PROJECT No. 20FN002



**SURVEYORS CERTIFICATE**  
I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL  
LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION  
NUMBER 6521, HEREBY STATE THAT DURING THE MONTH  
OF JANUARY, 2022, A SURVEY OF THE REAL PROPERTY  
SHOWN HEREON WAS MADE UPON THE GROUND  
UNDER MY DIRECTION AND SUPERVISION.  
*Melissa T. Hinton* 5/26/2022  
MELISSA T. HINTON  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6521

**LEGAL DESCRIPTION**  
BEING A 0.987 ACRE TRACT OF LAND SITUATED IN THE BASTROP TOWN  
TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504  
ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS  
SHOWN ON INSTRUMENT RECORDED IN VOLUME 1116, PAGE 631 OF  
THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
  - 1/2" IRON ROD SET
  - C.M. CONTROLLING MONUMENT



REV 5-26-2022 MTH

