

RESOLUTION NO. R-2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TRAIL EASEMENT AND A RECREATIONAL TRAIL MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF BASTROP AND THE RIVER'S BEND AT PECAN PARK COMMUNITY ASSOCIATION, INC. AND ITS HEIRS, SUCCESSORS, OR ASSIGNS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council 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 understands the importance of a great parks system is recognized by its capacity to provide attractive and practical parks, open spaces, and recreation to people of all ages and backgrounds. The system should provide and link active and passive uses, public and private spaces, and urban and rural areas in order to enhance the health and quality of life of the community it serves; and

WHEREAS, The City of Bastrop Parks and Open Space Master Plan Update from 2015 determined the most requested recreational feature to be hike and bike trails; and

WHEREAS, The City Council of the City of Bastrop approving the execution of the Recreational Trail Maintenance Agreement and Trail easement will allow for passive and all-inclusive recreation in the City of Bastrop.

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

Section 1: The City Manager is hereby authorized to execute the Trail easement and Recreational Trail Maintenance Agreement with River's Bend at Pecan Park Community Association Inc.


Section 2: The City Council of the City of Bastrop has found this recreational opportunity in the best interest of the City of Bastrop.

Section 3: 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 4: That this Resolution shall take effect immediately upon its passage, and it is duly resolved.

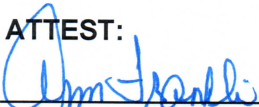
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 28th day of January, 2020.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

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

TRAIL EASEMENT

STATE OF TEXAS

COUNTY OF BASTROP



KNOW ALL BY THESE PRESENTS

That **RIVER'S BEND AT PECAN PARK COMMUNITY ASSOCIATION, INC.** a Texas non-profit corporation, and its successors and assigns, ("**Grantor**", whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF BASTROP**, a home-rule municipality situated in the County of Bastrop and State of Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails, on the areas clearly marked for public trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property:

All of that certain 17.224 acre tract of land out of and a part of the Mozea Rousseau Survey, Abstract Number 56, situated in Bastrop County, Texas, said tract of land being more particularly described as being a portion of a called 174.334 acre tract of land, conveyed to Ranch Road Development, LLC, and described in Document Number 201717048, Official Public Records, Bastrop County, Texas (O.P.R.B.C.TX) said 17.224 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (the "**Easement**")

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal, public use and patrol of clearly marked, public recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk

of Bastrop County, Texas.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual.

The easements, rights and privileges granted herein are non-exclusive, and Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered.

Grantor reserves the right to grant additional easements for utility use across the Easement, provided (1) sufficient clearance between facilities is maintained; and (2) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Grantee's recreational trail facilities, as reasonably determined by Grantee.

Grantor further grants to Grantee: the right to mark the location and area of the recreational public trails and associated facilities on the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement.

Grantee, by acceptance and usage of this Trail Easement, hereby covenants and agrees:

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said recreational trails and associated facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described

Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ____ day of _____, 2019.

[signature pages follow]

GRANTOR:

**RIVER'S BEND AT PECAN PARK
COMMUNITY ASSOCIATION, INC., a
Texas non-profit corporation**

by: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

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COUNTY OF BASTROP

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This instrument was acknowledged before me on this the _____ day of the month of _____ 2019, by _____ known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

After recording please return to:

Cagle Carpenter Hazlewood
8400 North Mopac
Suite 100
Austin, Texas 78759