

RESOLUTION NO. R-2024-68

**APPROVING THE ACQUISITION OF PROPERTY
KNOWN AS 610 *MARTIN LUTHER KING JR.* DRIVE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY, KNOWN AS 610 *MARTIN LUTHER KING JR.* DRIVE, BEING 2.195 ACRES OF LAND OUT OF BUILDING BLOCK 56, EAST OF MAIN STREET, IN THE CITY OF BASTROP; AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE & SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS FOR THE ACQUISITION OF SAID PROPERTY FOR THE AMOUNT OF \$147,000.00; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City finds that certain drainage improvements and flood mitigation efforts are necessary in the area of Gills Branch for the public safety and welfare and the interests of the City and its residents; and

WHEREAS, the City finds that acquiring certain real property in floodway and floodplain areas is in the City's interest and serves the City's drainage and flood mitigation efforts; and

WHEREAS, the City desires to acquire the property known as 610 *Martin Luther King Jr.* Drive, Bastrop, Texas 78602 (the "Property"), being 2.195 acres of land out of Building Block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas, as more particularly described in the attachments to Exhibit "A", attached and incorporated into this Resolution; and

WHEREAS, the City Council desires to enter into a Purchase & Sale Agreement with the owner of the Property, as attached in Exhibit "A".

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Execution: The City Council approves and authorizes the City Manager to execute on behalf of the City and enter into a Purchase & Sale Agreement, substantially in the form attached as Exhibit "A", and all other necessary documents for the acquisition of the Property for the amount of \$147,000.00.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that 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 regulated.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

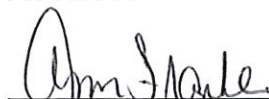
DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the *11th* day of June, 2024.

THE CITY OF BASTROP, TEXAS:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:


Alan Bojorquez, City Attorney



SALES AGREEMENT

The City of Bastrop ("City") and AUSTIN BASTROP, LLC (the "Owner") have reached a mutual agreement pertaining to the City's request to purchase the property located at 610 *Martin Luther King Jr.* Drive, Bastrop, Texas 78602, as described in Exhibit "A" (the "Property").

The general terms of the AGREEMENT are as follows:

- The Owner shall convey the Property to the City consisting of 2.195 acres of land lying in and being situated out of Building Block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas; as shown in Exhibit "A". The property will be acquired by the City for a total purchase price of **One Hundred Forty Seven Thousand Dollars, and 00/100 (\$147,000.00).**
- The Owner shall assist with any support the City may require in the engagement of lien holders to secure whatever subordinations or releases that the City deems necessary to complete the purchase of the Property.
- The City shall close and fund the purchase of the Property within a reasonable time period upon (i) the complete execution of the SALES AGREEMENT and (ii) the effectuation of any subordinations or releases as required above.
- The Owner agrees to execute the City's conveyance documents that will be provided during closing.
- The property will be acquired as is.



AGREED AND ACCEPTED:

THE CITY OF BASTROP

By: Sylvia Carrillo Trevino

Name: Sylvia Carrillo Trevino

Title: City Manager

Date: 6/4/24

AGREED AND ACCEPTED:

AUSTIN BASTROP, LLC

By: Charvula P Mathew

Name: CHARVULA P MATHEW

Title: OWNER

Date: 5/24/24

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

185 McAllister Rd.
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

May 24, 2024

LEGAL DESCRIPTION: BEING 2.195 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF BUILDING BLOCK 56, EAST OF MAIN STREET, CITY OF BASTROP, IN BASTROP COUNTY, TEXAS AS SHOWN BY PLAT RECORDED IN CABINET 1, PAGE 23A PLAT RECORDS, BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN, CALLED 1.422 ACRE, TRACT OF LAND CONVEYED TO SALVADOR REYES BY DEED RECORDED IN DOCUMENT #201715878 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 2.195 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 2018:

BEGINNING at a 1/2" iron rod found on the north line of Emile Street (not opened) for the southeast corner hereof and the southwest corner of that certain 0.130 acre tract of land conveyed to Virginia Piper and the Christopher Grief, LTD Partnership by deed recorded in Volume 1724, Page 88 of said official records;

THENCE N 89°41'04" W a distance of 249.97 feet along said line to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the east line of the M.K. & T. Railroad for the southwest corner hereof and said Building Block 56;

THENCE N 00°06'03" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 149.59 feet and continuing for a total distance of 169.77 feet to a calculated point in Gills Branch;

THENCE with Gills Branch the following four (4) calls:

1. N 49°27'46" E a distance of 100.23 feet;
2. N 67°52'30" E a distance of 63.88 feet;
3. N 28°38'03" E a distance of 28.36 feet;
4. N 09°56'14" W a distance of 83.66 feet to a point on the south line of Austin Street (not opened) for the northwest corner hereof;

THENCE S 89°41'04" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 45.38 feet and continuing for a total distance of 231.91 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the west line of Martin Luther King, Jr. Dr. for the northeast corner hereof and said Building Block 56;

THENCE S 00°17'38" W a distance of 225.01 feet along said line to a 1/2" iron rod with cap stamped "Payne" found for the northeast corner of that certain 0.242 acre tract of land conveyed to Patrick Connell by deed recorded in Document #201607394 of said official records;

THENCE with said Connell 0.242 acre tract the following three (3) calls:

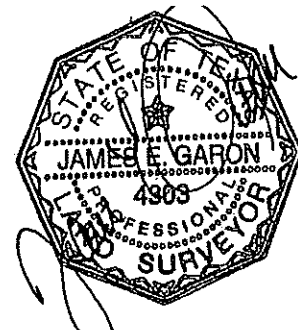
1. N 89°48'46" W a distance of 28.88 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
2. THENCE N 01°39'31" W a distance of 22.09 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
3. THENCE N 89°41'12" W a distance of 85.65 feet to a 1/2" iron rod with cap stamped "Payne" found for the northwest corner of said Connell 0.242 acre tract;

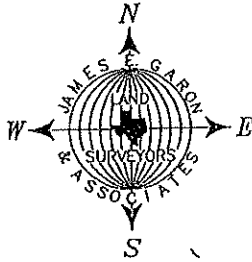
THENCE S 00°08'35" W a distance of 164.00 feet to the **POINT OF BEGINNING**, containing 2.195 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor

Co\Bastrop\COB\BB EMS\BB 56\84917





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°52'30" E	63.88'
L2	N 28°38'03" E	28.36'
L3	N 89°48'46" W	28.88'
L4	N 01°39'31" W	22.09'
L5	N 89°41'12" W	85.65'



M.K. & T. R.R.

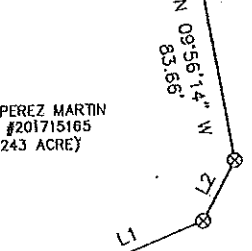
(S 00°00'00" E 180.00')
N 00°06'03" E 189.77'

N 49°27'46" E 100.23'

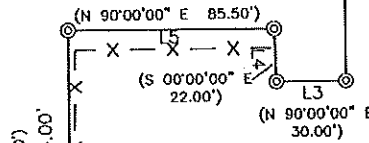
GILLS BRANCH

REZA PEREZ MARTIN
DOC #201715165
(0.243 ACRE)

8" PIPELINE



PORTION OF B.B. 56
2.195 ACRES
SALVADOR REYES
DOC #201715878
(1.422 ACRES)



PATRICK CORNELL
DOC # 201607394
(0.242 ACRE)

MARGA PIPER &
CHRISTOPHER GRIEF, LTD PARTNERSHIP
1724/BB
(0.130 ACRE)

N 89°41'04" W 249.97'
(N 90°00'00" E 244.00')

EMILE STREET (NOT IN USE)

BUILDING BLOCK 57

BUILDING BLOCK 55

AUSTIN STREET (NOT IN USE)

(S 90°00'00" E 192.00')
(S 89°41'04" E 231.91')

BACK OF CURB

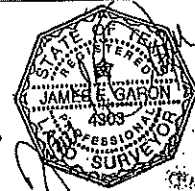
S 00°17'38" W 225.01'
(S 00°00'00" W 225.00')

MARTIN LUTHER KING, JR. DR.

TO THE OWNERS, LIENHOLDERS AND TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "AE" AND IS WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0220E EFFECTIVE JANUARY 19, 2006.



JANUARY 11, 2018



JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
jgaron@austln.rv.com
www.jamesegarson.com

REFERENCE: SALVADOR REYES

ADDRESS: MARTIN LUTHER KING, JR., BASTROP

LEGAL DESCRIPTION: 2.195 ACRES BEING OUT OF AND A PORTION OF BUILDING BLOCK 56, EAST OF MAIN STREET, RECORDED IN PLAT CABINET 1, PAGE 23A, PLAT RECORDS OF BASTROP COUNTY, TEXAS.

FIELD BOOK: B-524/54

FILE: Server\Co\Bastrop\City of Bastrop\Building Blocks\BB EMS 56\B4917.dwg

**PURCHASE & SALE AGREEMENT
AUSTIN BASTROP, LLC
AND THE CITY OF BASTROP, TEXAS**

This Purchase and Sale Agreement (this “Agreement”) is made and entered into by and between **AUSTIN BASTROP, LLC**, a Texas limited liability company (“Seller”) and **THE CITY OF BASTROP, TEXAS**, a Texas Home Rule Municipal Corporation situated in Bastrop County (“Buyer”), and, 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.

WHEREAS, the Seller is the current owner thereof of the property located at 610 Martin Luther King Jr. Drive, Bastrop, Texas, being a 2.195-acre tract of land, more or less, out of Building Block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas, as conveyed to Austin Bastrop, LLC, by Deed No. 202215541, as recorded in the Official Public Records of Bastrop County, Texas; and

WHEREAS, Buyer desires to acquire the fee simple interest in the property to serve the City of Bastrop’s drainage and flood mitigation efforts; and

WHEREAS, Seller is willing to convey and Buyer to purchase the real property interests for an agreed price.

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

I.

Purchase and Sale Agreement. For the Purchase Price, the Seller agrees to sell and convey the following property interests (the “Property”) to the Buyer, and the Buyer agrees to buy and pay the Seller for the Property:

- (i) All rights, title, and interest in the real property and improvements located on approximately 2.195-acres tract of land, more or less, out of Building Block 56, East of Main Street, City of Bastrop, in Bastrop County, Texas, as shown by the plat recorded in Cabinet 1, Page 23A, Plat Records, Bastrop County, Texas, and being that same property as conveyed to Austin Bastrop, LLC, by Deed No. 202215541, as recorded in the Official Public Records of Bastrop County, Texas, as more fully described by metes and bounds and depicted in “**Exhibit A**”, which is attached hereto and incorporated herein as if copied verbatim.

The promises by Buyer and Seller stated in this Agreement are the consideration for the formation of this contract.

II.

The Purchase Price. The total purchase price to the Seller is **ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS AND NO/CENTS (\$147,000.00)**, to be paid at closing.

III.

Instrument of Conveyance. The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Deed in “**Exhibit A**”, attached hereto and incorporated herein by reference for all purposes.

IV.

- A. *Closing Date.* The parties shall close on this transaction within thirty (30) days after the Effective Date.
- B. *Title Commitment, Review, and Title Policy.* Buyer will secure a title commitment (the “Commitment”) for the Property from Independence Title of Bastrop, 301 Highway 71 West, Suite 106, Bastrop, Texas 78602 (the “Title Company”), binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form prescribed by the Texas State Board of Insurance at the Closing in the full amount of the Purchase Price, subject only to any exceptions approved by Buyer. The Commitment will be accompanied by copies or hyperlinks to all of the instruments referred to in the Commitment as exceptions on the title. Within 5 days of receipt of the Commitment, the Buyer will review the Commitment and notify the Seller of any objections the Buyer has to any exceptions in the Commitment. Any matters to which Buyer does not object will be deemed to be accepted. Seller and Buyer will cooperate in good faith to cure any objections made by Buyer within 10 days of notice of such objections. If the Seller is unable to cure the objections, the Buyer may either waive the objections or terminate this Agreement by written notice to the Seller. Buyer, at its expense, will prepare the necessary conveyance documents and will pay all costs related to the closing, including but not limited to the cost of the title insurance premium and of recording all conveyance documents.
- C. *Taxes.* General real estate taxes for the then-current year for the Property shall be prorated as of midnight preceding the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements (“Estimated Prorated

Taxes”). Seller’s portion of the Estimated Prorated Taxes shall be paid to Buyer at Closing, and Buyer assumes the responsibility to remit both Seller’s and Buyer’s Estimated Prorated Taxes to the taxing authorities when due. Within 30 days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the Estimated Prorated Taxes, and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. After adjustment of the Estimated Prorated Taxes to cover the actual prorated taxes, the Buyer will pay the actual prorated taxes to the taxing authorities prior to the date they are due. All special taxes or assessments assessed prior to the Closing Date shall be paid by the Seller.

D. 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; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. 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: Sylvia Carrillo, City Manager
City of Bastrop, Texas
1311 Chestnut Street
Bastrop, Texas 78602

With a copy to:

Ben Whitehead
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759

Seller: Austin Bastrop, LLC
5423 Riverstone Crossing
Sugar Land, Texas 77479

E. 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.

- F. *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.
- G. *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.
- H. *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.
- I. *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.
- J. *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.
- K. *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 has 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.

- L. 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.
- M. 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**, and that said Property is free of any liens or other encumbrances that would prevent this sale.
- N. Eligibility Certification.* Seller certifies that the individuals 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.
- O. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes to 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.
- P. 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.
- P. Signature Warranty.* Seller represents and warrants that the persons signing this Agreement are authorized to do so. Buyer represents and warrants that those representatives executing this Agreement on behalf of the City are authorized to do so in the capacities stated.

EXECUTED to be effective on the last date signed by both Parties.

SELLER:

AUSTIN BASTROP, LLC

By: *Charvita Mathew*
Charvita Mathew (Jul 22, 2024 11:45 CDT)

Name and Title: Alex K. Thomas, Director

Date: 07/22/2024

BUYER:

THE CITY OF BASTROP, TEXAS

By: *Sylvia Carrillo*
Sylvia Carrillo (Jul 23, 2024 11:33 CDT)

Sylvia Carrillo, City Manager

Date: 07/23/2024

Attest:

Ann Franklin

Ann Franklin, City Secretary

Approved as to form:

Benjamin Whitehead

Ben Whitehead

Bojorquez Law Firm, PC, Assistant City Attorney

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Krista Bartsch
KRISTA BARTSCH, County Clerk

Bastrop Texas

July 11, 2024 02:01:11 PM

FEE: \$33.00

DEED

202411160

INDEPENDENCE TITLE (BASTROP)

GF NO. 2420623-BAS

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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS: THAT

§

COUNTY OF BASTROP

§

AUSTIN BASTROP, LLC, a Texas limited liability company ("Grantor"), whose mailing address is 5423 Riverstone Crossing, Sugar Land, TX 77479

for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by CITY OF BASTROP ("Grantee"), whose mailing address is 1311 Chestnut Street, Bastrop, TX 78602

the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "Property"):

2.195 acres of land, more or less, out of BUILDING BLOCK 56, EAST OF MAIN STREET, in the City of Bastrop, Bastrop County, Texas, according to the map or plat thereof recorded in Plat Cabinet No.1, Page 23A, Plat Records of Bastrop County, Texas, and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years; and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in Bastrop County, Texas, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnify and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF the acknowledgement date below, EFFECTIVE for all purposes as of the 8th day of July, 2024.

GRANTOR:

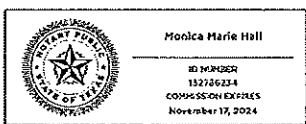
AUSTIN BASTROP, LLC,
a Texas limited liability company

By: Charuvila P. Mathew
CHARUVILA F. MATHEW, Member

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF ~~DASTROP~~ ^{1st} Collin §

Before me, a Notary Public, on the 8th day of July, 2024, personally appeared CHARUVILA F. MATHEW, Member of AUSTIN BASTROP, LLC, a Texas limited liability company, on behalf of said entity, who acknowledged that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and consideration therein expressed, and in the capacity therein stated.



Monica Marie Hall
Notary Public, State of Texas
Monica Marie Hall

Electronically signed and notarized online using the Proof platform.

EXHIBIT A

BEING 2.195 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF BUILDING BLOCK 56, EAST OF MAIN STREET, CITY OF BASTROP, IN BASTROP COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN CABINET 1, PAGE 23A, PLAT RECORDS, BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 1.422 ACRE TRACT OF LAND CONVEYED TO SALVADOR REYES BY DEED RECORDED IN DOCUMENT #201716878 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 2.195 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JANUARY, 2018:

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THENCE with Gills Branch the following four (4) calls:

1. N 49°27'46" E a distance of 100.23 feet;
2. N 67°52'30" E a distance of 83.88 feet;
3. N 28°38'03" E a distance of 28.36 feet;
4. N 69°56'14" W a distance of 83.66 feet to a point on the south line of Austin Street (not opened) for the northwest corner hereof;

THENCE S 89°41'04" E, passing a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for reference at a distance of 45.38 feet and continuing for a total distance of 231.91 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the west line of Martin Luther King, Jr. Dr. for the northeast corner hereof and said Building Block 56;

THENCE S 00°17'38" W a distance of 225.01 feet along said line to a 1/2" iron rod with cap stamped "Payne" found for the northeast corner of that certain 0.242 acre tract of land conveyed to Patrick Connell by deed recorded in Document #201807394 of said official records;

THENCE with said Connell 0.242 acre tract the following three (3) calls:

1. N 89°48'46" W a distance of 28.88 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
2. THENCE N 01°39'31" W a distance of 22.08 feet to a 1/2" iron rod with cap stamped "Payne" found for corner;
3. THENCE N 89°41'12" W a distance of 85.65 feet to a 1/2" iron rod with cap stamped "Payne" found for the northwest corner of said Connell 0.242 acre tract;

THENCE S 00°08'35" W a distance of 164.00 feet to the POINT OF BEGINNING, containing 2.195 acres of land, more or less.

