

**RESOLUTION NO. R-2021-58**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, PROVIDING AN 0.258 ACRE DRAINAGE EASEMENT TO BASTROP COUNTY, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City, and the County seek to promote orderly, safe and reasonable development of land within the City Limits and Extraterritorial Jurisdiction ("ET J"); and

**WHEREAS**, the City, and the County recognize a mutual need to provide for storm water improvements in order to accommodate aforementioned interests and prevent development that threatens public health, safety, property and general welfare by increasing major flood peaks and volumes.; and

**WHEREAS**, Bastrop County has requested a drainage easement to provide drainage improvement that will benefit the general public; and

**WHEREAS**, The City Council of the City of Bastrop agrees that approving this drainage easement will promote proper storm water controls within the City of Bastrop Extra Territorial Jurisdiction (ETJ) for the public's benefit.

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

**Section 1:** The City Council approves providing a drainage easement to Bastrop county specifically to provide drainage improvement within the Extra Territorial Jurisdiction (ETJ)


**Section 2:** The City Council of the City of Bastrop has found this drainage in the best interest of the Bastrop County residents.

**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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 8<sup>th</sup> day of June, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**DRAINAGE EASEMENT  
BASTROP COUNTY, TEXAS**

THE STATE OF TEXAS           §  
  §       **KNOW ALL BE THESE PRESENTS**  
COUNTY OF BASTROP         §

That City of Bastrop, as GRANTOR herein, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Granter in hand paid by the County of Bastrop, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien, express or implied, is retained, have this day GRANTED, SOLD and CONVEYED unto the County of Bastrop, Texas and whose address is 804 Pecan Street, Bastrop, Texas 78602, it successors and assigns (hereinafter "GRANTEE"), an easement ("EASEMENT") for certain drainage improvements ("IMPROVEMENTS") as hereinafter described, in, under, upon and across the following described land, to-wit

All that certain tract, piece or parcel of land, lying and being situated in the County of Bastrop, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property ("the Easement Tract")

TO HAVE AND TO HOLD the same perpetually to the County of Bastrop and its successors and assigns, together with the right and privilege at any and all times to enter said Easement Tract, or any part thereof, for purposes related to the use of the IMPROVEMENTS. GRANTOR reserves the right to use the Easement Tract for any use that does not materially interfere with GRANTEE's use of the Easement Tract for the purpose set forth herein.

This Easement Tract shall be kept clear of buildings, fences or plantings that would obstruct the flow of water and other obstructions to the operations and maintenance of the IMPROVEMENTS, except that GRANTOR may, at no cost to GRANTEE, construct or allow to be constructed in the Easement Tract (i) underground or aerial utility improvements and (ii) additional roads, streets and related improvements crossing the Easement Tract, which are constructed in a similar manner as the initial IMPROVEMENTS constructed by Grantee, or in any other manner that does not restrict the flow of water across the Easement Tract to any greater degree than the initial IMPROVEMENTS constructed by GRANTEE. By accepting this Easement, GRANTEE agrees to maintain the Easement Tract in a manner consistent with drainage requirements and to prevent erosion of the bank of the Colorado River from the water flow over the Easement Tract, and the GRANTOR assumes no responsibility for the maintenance of the Easement Tract.

As used herein, the IMPROVEMENTS which may be constructed by GRANTEE in the Easement Tract shall be limited to the items described on EXHIBIT "B" attached hereto and incorporated herein by reference, and such other matters to which GRANTOR has provided its prior written consent.

GRANTOR and GRANTOR's heirs, representatives, successors, and assigns are and shall be bound to warrant and forever defend the Easement and rights conveyed in this instrument to GRANTEE and GRANTEE's successors and assigns, against every person lawfully making a claim or claiming all or any

part of an interest in the Easement Tract, by, through or under GRANTOR, but not other-wise, and subject to all matters currently of record affecting the Easement Tract.

This Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning the Agreement shall be of no force or effect. This Easement supersedes and terminates any prior agreement (whether written or oral) between GRANTOR and GRANTEE relating to a drainage easement or the construction of drainage improvements in, on or over the Easement Tract. Any subsequent amendment or modification must be in writing and agreed to by all parties.

This Easement shall bind and inure to the benefit of the GRANTEE and any successors or assigns of GRANTEE, and shall bind and inure to the benefit of the GRANTOR and GRANTOR's heirs, representatives, successors, and assigns.

HEREOF, GRANTORS have caused this instrument to be executed on this the 8<sup>th</sup>

Day of June, 2021

City of Bastrop, Texas

*Paul A. Hofmann*

City Manager

Before ME, a Notary Public, on this day personally appeared Paul A. Hofmann CITY OF BASTROP and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said Incorporated City of Bastrop.

*Ann Franklin*  
Notary Public

After recording, please return to:

Bastrop County Engineer  
211 Jackson Street  
Bastrop, Texas 78602

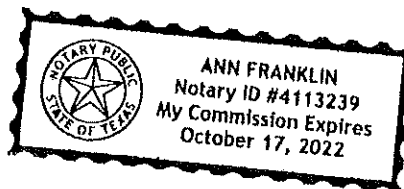


EXHIBIT "A"

AVO: 32285.011  
County: Bastrop

Page 1 of 4  
03/17/2021

DRAINAGE EASEMENT

BEING A 0.258 ACRE (11,241 SQUARE FEET) TRACT SITUATED IN THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 25.00 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO CITY OF BASTROP AND RECORDED IN VOLUME 435, PAGE 360 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8-inch iron rod found at the intersection of the west right-of-way line of Lover's Lane, a variable width right-of-way (no recording information found) with the south right-of-way line of Margie's Way, and 80-foot right of way, according to the plat of record, River Meadows, Phase One, recorded in Cabinet 4, Page 16B, O.P.R.B.C.T., same being the northeast corner of said 25.00 acres tract;

**THENCE** leaving said south right-of-way line off Margie's Way, with the east line of said 25.00 acres tract, same being said west right-of-way line of Lover's Lane, S11°12'19"W a distance of 187.38 feet to a calculated point, and from which a 1/2-inch iron rod with yellow plastic cap (illegible) bears S11°12'19"W a distance of 925.17 feet;

**THENCE** leaving said east line of the 25.00 acres tract and said west right-of-way line of Lover's Lane, crossing said 25.00 acres tract the following two courses and distances:

1. N77°50'17"W a distance of 60.00 feet to a calculated point, and
2. N11°12'19"E a distance of 187.38 feet to a calculated point in the north line of said 25.00 acres tract, same being said south right-of-way line of Margie's Way;

EXHIBIT "A"

AVO: 32285.011  
County: Bastrop

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03/17/2021

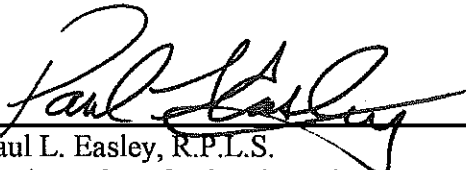
DRAINAGE EASEMENT

**THENCE** with said south right-of-way line of Margie's Way and said north line of the 25.00 acres tract S77°50'17"E a distance of 60.00 feet to said **POINT OF BEGINNING** and containing 0.258 acres (11,241 square feet), more or less.

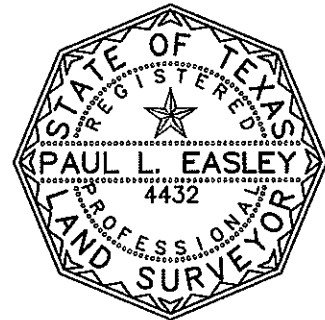
This survey was prepared without the benefit of a title commitment or report. The surveyor has not abstracted the subject property, nor made any independent investigation or search for easements of record, restrictive covenants or any other encumbrances.

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances and coordinates shown hereon are grid. Units: U.S. Survey Feet.

I, Paul L. Easley, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represents an actual survey made on the ground under my supervision.

  
\_\_\_\_\_  
Paul L. Easley, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 4432  
Halff Associates, Inc.,  
TBPLS Firm No. 10029607  
9500 Amberglen Blvd., Bldg. F, Ste. 125, Austin, Texas 78729  
512-777-4600

03/25/2021  
Date

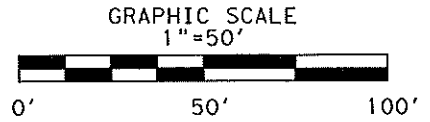
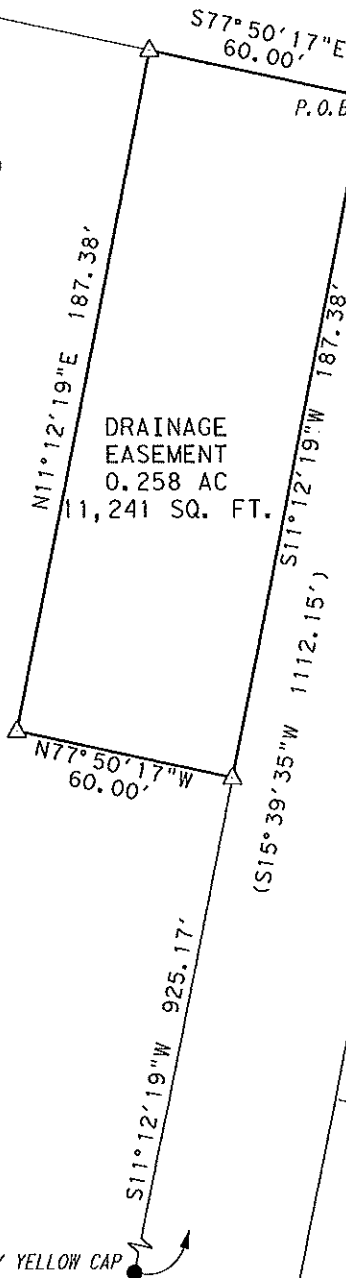


S.F. AUSTIN SURVEY, A-2

BASTROP 552, LLLP  
(551.957 AC.)  
VOL. 1694, PG. 31  
O.P.R.B.C.T.

MARGIE'S WAY  
(80-FT R.O.W.)  
CAB. 4, PG. 16B

CITY OF BASTROP  
(25.00 AC)  
VOL. 435, PG. 360  
O.P.R.B.C.T.



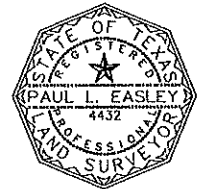
LEGEND:

- 1/2-IN IRON ROD WITH CAP STAMPED "HALFF ESMT"
- 5/8-IN IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TX.
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF BEGINNING
- ( ) RECORD INFORMATION
- ⚡ NOT TO SCALE

I, Paul L. Easley, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision.

*Paul L. Easley*  
 PAUL L. EASLEY  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 4432

03/25/2021 DATE



NOTES:

These surveys were prepared without the benefit of title commitments. Easements or other matters of record may exist where none are shown.

Basis of bearings is the Texas Coordinate System of 1983, Central Zone (4203) NAD 83/2011. All coordinates and distances shown hereon are grid. Units: U.S. Survey Feet.

1/2-IN W/ YELLOW CAP



9500 AMBERGLEN BLVD., BLDG. F, STE. 125  
AUSTIN, TEXAS 78729-1102  
TEL (512) 777-4600  
FAX (512) 252-8141  
TBPLS FIRM NO. 10029807

0.258 ACRE  
DRAINAGE  
EASEMENT  
CITY OF BASTROP

Project No.: 32285.008

Issued: 3/26/2021

Accompanying file Name:  
SV-LD-0.258AC-32285.doc

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## **Exhibit "B"**

GRANTEE agrees upon completion of the drainage improvement project to restore the Easement Tract to substantially the same condition it was in prior to Grantee's use. This includes grading and fence repairs necessitated by the project. Grantee shall not leave rubbish or debris on or upon the Temporary Easement Property.