

RESOLUTION NO. R-2025-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO AMENDING THE CURRENT CITY OF BASTROP LEASE AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) REGARDING THE TRACT KNOWN AS THE 'STEELYARD' (BY-01) AND MORE PARTICULARLY DESCRIBED THEREIN, AMENDING THE VERBIAGE OF THE 'PURPOSE'. AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("Tenant") entered into a lease agreement with the Lower Colorado River Authority (LCRA) 'Landlord' as of March 8th, 2022, upon the terms herein described; and

WHEREAS, Landlord and Tenant have agreed to amend the Lease, upon the terms and conditions hereinafter described; and

WHEREAS, all capitalized terms used but not defined in the Amendment shall have the meanings given to them in the lease; and

WHEREAS, the City Council finds the attached reasonable and necessary.

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

Section 1: That the City Manager is hereby authorized to execute all necessary documents.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

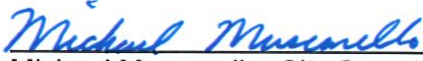
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of September, 2025.

APPROVED:



Ishmael Harris, Mayor

ATTEST:



Michael Muscarello, City Secretary

APPROVED AS TO FORM:



City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



AMENDMENT NO. 1 TO LEASE AGREEMENT

This AMENDMENT NO. 1 TO LEASE AGREEMENT (this "Amendment"), dated as of the last signature below (for purposes of this Amendment, the "Effective Date"), is entered into between the Lower Colorado River Authority ("Landlord") and the City of Bastrop, Texas ("Tenant" and together with Landlord, each a "Party" and together, the "Parties").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of March 8, 2022 (the "Lease"), relating to that certain 20.97-acre tract of land in Bastrop County, Texas, commonly referred to as the "Bastrop Steelyard" as more particularly described therein.

WHEREAS, Landlord and Tenant have agreed to amend the Lease, upon the terms and conditions hereinafter described; and

WHEREAS, all capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Lease.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants, terms, and conditions, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease as of the Effective Date as follows:

1. Purpose. The entire Purpose section in the Special Conditions of the Lease is hereby deleted and replaced with the following:

"The purpose of this Lease Agreement is to provide for the development, management, maintenance, and use of the Premises and facilities by the City for public outdoor recreation, for the use and benefit of the general public."

2. Miscellaneous.
 - a. Except as expressly modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. If there is any conflict between the terms of the Lease and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, all references to "the Lease" or "this Lease" in the Lease shall mean the Lease as modified by this Amendment.
 - b. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the Parties.
 - c. This Amendment is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions of such State.
 - d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

[Signature Page Follows]

The Parties have caused this Amendment to be executed as of the dates indicated below, and effective as of the Effective Date.

LOWER COLORADO RIVER AUTHORITY

By: Mark Sumrall

Name: Mark Sumrall

Title: Authorized Agent

Date: October 16, 2025



CITY OF BASTROP

By: Sylvia Carrillo

Name: Sylvia Carrillo

Title: City Manager

Date: 10/13/2025

Annex I

Premises Plan

The area outlined in bright green is the general Premises leased as part of this Lease Agreement to the Lessee for the Lease Period. The area marked in red is not a part of the Premises. Should either Party require specific mapping coordinates, those may be provided by Landlord and at the discretion of the Landlord.



Annex V

Premises Condition Report

With respect to the condition of the Premises, the Parties acknowledge and agree as follows:

- The roads within the Premises are in good and working condition with no potholes or other wear preventing or in any way inhibiting vehicular or pedestrian ingress and egress.
- The restroom within the Premises is in good, working condition with a new septic recently developed and the septic field currently marked with silt fencing.
- The grounds within the Premises are orderly and clean from debris and trash. Map images from Google Earth below and otherwise provided by Landlord to Lessee prior to the Commencement Date represent the overall condition, trails, roads, and green spaces.





LEASE AGREEMENT

STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

SPECIAL CONDITIONS

DATE: March 8th, 2022

LANDLORD: Lower Colorado River Authority, a conservation and reclamation district of the state of Texas, referred to herein as "LCRA"

TENANT: City of Bastrop, Texas, referred to herein as "City"

LEASE: This Lease consists of Special Conditions, General Conditions, and the Attachments listed on page 2.

PREMISES: A 20.97-acre tract of land, more or less, out of the Bastrop Town Tract Four League Grant, A-11 Survey, Bastrop County, Texas, being more specifically described in the field notes and map or plat attached hereto as Exhibit A and incorporated herein for all purposes.

LCRA TRACT NO.: Bastrop Steelyard (BY-01)

TERM: The term of this Lease Agreement shall be ten (10) years commencing on the Commencement Date and terminating on the date that is the 10th anniversary of the Commencement Date, unless sooner terminated as provided herein. The Term may be extended for up to two additional five-year periods, but such extension(s) shall require the mutual consent of the City and LCRA.

COMMENCEMENT DATE: January 1st, 2022

IN CONSIDERATION of the sum of One dollar (\$1.00) and the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCRA hereby demises to CITY, to administer and maintain as set forth herein and CITY takes in an "as is" condition from LCRA, for the Term and subject to the covenants and conditions herein, the Premises.

PURPOSE:

The purpose of this Lease Agreement is to provide for development, the management, maintenance, and use of the premises and facilities by City for ~~the City's Little League program~~ public outdoor recreation, for the use and benefit of the general public.

Miscellaneous.

- a. Except as expressly modified by this Amendment, the Lease shall remain unchanged and shall continue in full force and effect. If there is any conflict between the terms of the Lease and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, all references to "the Lease" or "this Lease" in the Lease shall mean the Lease as modified by this Amendment.
- b. This Amendment may not be changed or modified orally, but only by an agreement in writing signed by the Parties.
- c. This Amendment is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions of such State.
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

NOTICES:

All notices pursuant to this Lease Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail, certified or registered mail, postage prepaid, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail.

TO LCRA:
Manager, Real Estate Services
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767-0220

TO CITY:
City Manager
P. O. Box 427
1311 Chestnut
Bastrop, Texas 78602

ATTACHMENTS TO LEASE AGREEMENT:

This Lease includes the following attachments which are attached hereto and made a part hereof:

- 1. GENERAL CONDITIONS

2. EXHIBIT A, Legal Description and Map of Premises

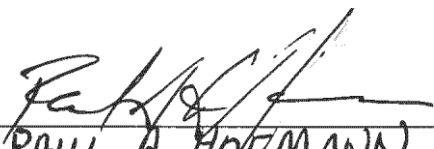
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate originals, the day and year first above written.

Landlord:
Lower Colorado River Authority

TENANT:
City of Bastrop, Texas

By: h o

Rory ismuke
Senior. Vice President, Enterprise Operations

By: 
Name: PAUL A HOFMANN
Title: City Manager

GENERAL CONDITIONS OF LEASE AGREEMENT

1.0 LIMITATION OF THE DEMISE

- 1.1 This Lease Agreement and the rights and privileges granted City in and to the Premises are subject to all covenants, conditions, easements, restrictions, and exceptions of record or apparent.
- 1.2 City understands and agrees that the rights conveyed by this Lease Agreement are surface rights only, and that this Lease Agreement and the Premises are taken subject to the rights of LCRA (as mineral estate owner). LCRA's reservation of mineral rights does not include the right to ingress and egress for mining, drilling, exploring, operating, and developing the Property for oil, gas, and other minerals.

2.0 RESERVATIONS TO LCRA

- 2.1 LCRA reserves the right to go over and across the Premises for the purpose of passing through the Premises to the extent necessary or convenient in the operation of the properties of the LCRA.

3.0 UTILITIES, SERVICES, AND TAXES

- 3.1 City shall construct or cause to be constructed and shall pay for all utilities necessary to serve the Premises.
- 3.2 City agrees to pay for the performance of governmental functions or services in connection with the Premises, including emergency assistance, and shall pay therefor from current revenues available to the City.
- 3.3 All taxes and assessments which become due and payable upon the Premises or City's leasehold interest in the Premises and upon any improvements constructed on the Premises or upon fixtures, equipment, or other property installed or constructed thereon shall be the full responsibility of City, and City shall cause taxes and assessments to be paid promptly and before delinquency.

4.0 LICENSES, PERMITS, RESTRICTIONS, COMPLIANCE WITH LAWS

- 4.1 City shall comply with all federal, state, and local laws, ordinances and regulations in the performance and exercise of all rights, duties, functions, and services on the Premises.

- 4.2 No person may fire or possess any weapon on the Premises except as authorized by State law, including Tex. Parks & Wildlife Code § 62.081. Any observed violation of this law shall be reported to an LCRA Ranger, state game warden or other peace officer. Further, City shall not place, or allow anyone to place, cyanide guns, arsenic, or any other poisons, or mechanical devices, such as traps or snares, to control predators or other forms of wildlife on the Premises without prior written permission of LCRA. City further agrees that no fireworks shall be discharged on or adjacent to the Premises by City, City's invitees, or concessionaires.
- 4.3 City shall not discriminate against anyone on the basis of age, race, religion, color, sex, national origin, or disability in the provision of recreational opportunities on the Premises. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence.
- 4.4 It is understood and agreed between LCRA and City, that LCRA is a public agency and that the lands of LCRA are to be open to the public for lawful recreational purposes. City agrees that it will not prevent the public from having use of the Premises for lawful recreational purposes. No charge shall be made by City for such privileges. City may collect from the public fees for use of facilities and improvements on the Premises.
- 4.5 City shall not use or operate nor cause, suffer, or allow the Premises to be used for human habitation.

5.0 DEFAULT BY CITY AND REMEDIES

5.1 Events of Default

Should City default in the performance of any covenant, condition, restriction, or agreement contained in this Lease Agreement or in carrying out its purpose LCRA shall have the option to terminate this Lease Agreement without any notice or demand whatsoever. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA.

6.0 CONSTRUCTION OF IMPROVEMENTS BY CITY

- 6.1 LCRA's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the LCRA.

- 6.2 Signs. City agrees not to construct, maintain, or allow any sign upon the Premises except signs associated with the Little League Program. Signs, banners, flags, etc., that do not meet LCRA standards, may be removed by LCRA. City shall name LCRA and the City as project co-sponsors on all permanent signs or plaques erected on the Premises.
- 6.3 Mechanics Liens. City shall at all times indemnify and hold LCRA harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney's fees.
- 6.4 Removal of Lien. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, City shall either:
1. Record a valid Release of Lien in the County Clerk's office wherein such lien is filed;
 - n. deposit in cash with a title company approved by LCRA, within Travis County, Texas, twice the amount of the claim shown on the lien in question, and City hereby authorizes payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien holder claim; or
 - m. Prepare and record a bond in accordance with the laws of the State of Texas which frees the Demised Premises from the claim of the lien and from any action brought to foreclose the lien.

Should City fail to accomplish one of the three optional actions within thirty (30) days after receiving notice from LCRA of the filing of such a lien, such failure shall be an event of default and LCRA may pursue the remedies for default set out herein.

- 6.5 Any and all buildings, improvements and fixtures constructed, placed or maintained on any part of the Premises during the Term shall remain on the Premises and become the property of LCRA upon termination of this Lease.

7.0 OPERATION AND MAINTENANCE

- 7.1 City shall, to the satisfaction of LCRA, keep and maintain the Premises and all improvements of any kind which may be erected, installed, or made thereon in a clean, sightly, and safe condition and in substantial repair, reasonable wear and tear excepted. City shall maintain the Premises free of litter, dumping wastes, overgrown vegetation, and other natural or manmade conditions which would diminish the natural qualities of the Premises. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards. It shall be City's responsibility to take all steps necessary or appropriate to maintain such a standard

of condition and repair. In the event City fails to maintain the Premises to the satisfaction of LCRA, LCRA shall give City written notice of such failure, identifying the items that require maintenance or repair. City shall have 30 days from the date of such notice to perform the required maintenance or repair. If City fails to perform the required maintenance or repair to the satisfaction of LCRA within such 30-day period, LCRA may immediately terminate this Lease by giving written notice to City. In the event of termination, the City shall immediately yield and peaceably deliver control of the Premises to LCRA. LCRA shall have the option, in its sole discretion, to perform the required maintenance or repair, and in the event LCRA performs such work, City shall reimburse LCRA for the expenditures made by LCRA in the performance of such work. Such reimbursement shall be made within 30 days after receipt of an invoice from LCRA. This reimbursement obligation shall survive the termination of this Lease.

- 7.2 City shall not dump or allow dumping of any garbage, trash, or other waste on the Premises. City shall indemnify LCRA for any costs associated with the cleanup of any pollution caused by City's use of Premises.
- 7.3 City shall not cause or promote the erosion of soil or other forms of Non-point Source Pollution (NPS) on the Premises.
- 7.4 City shall, at all times applicable, apply and enforce LCRA's then current Land and Water Use Regulations, available at <https://www.lcra.org/Park/Documents/LCRA-Land-and-Water-Use-Regulations.pdf>, and which may be updated from time to time by LCRA in its sole discretion. To the extent of any conflict between the Land and Water Use Regulations and the terms of this Lease Agreement, the terms of this Lease Agreement shall control.
- 7.5 City agrees to provide adequate public safety, including police, and fire protection to the Premises at all times, and shall especially guard the Premises from abuse through vandalism or wanton destruction.
- 7.6 The Premises shall be kept open for public use at reasonable hours and times of the year as determined by City.

8.0 INDEMNIFICATION AND INSURANCE

- 8.1 It is agreed that in the use of the Premises, City is acting independently and not as an agent, employee, nor representative of LCRA. City shall indemnify and hold harmless LCRA, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, including but not limited to claims of LCRA's negligence, which LCRA, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of

them for injury to or death of any person (including employees of City), or damage to property (including property of City) as a result, arising out of, or in any manner connected with this Lease Agreement or with the occupancy or use of the Premises by anyone.

8.2 Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by LCRA or the City pursuant to law. Nothing in this Lease Agreement shall be construed to create a cause of action for the benefit of any person not a party to this Lease Agreement, or to create any rights for the benefit of any person not a party to this Lease Agreement not otherwise existing at law.

8.3 City shall procure and maintain insurance acceptable to LCRA in full force and effect throughout the term of this Lease at City's sole cost and expense. The policy or policies of insurance shall name LCRA as an additional insured, shall insure both LCRA and City against all claims, demands, or actions arising out of or in connection with City's use or occupancy of the Demised Premises or by the condition of the Demised Premises, and shall, at a minimum, provide the following types of coverage in the amounts specified:

1. Comprehensive General Liability:

- (a) \$ 500,000 bodily injury, each person
- (b) \$ 1,000,000 bodily injury, each occurrence
- (c) \$ 300,000 property damage; and
- (d) \$ 1,000,000 umbrella coverage

2. Fire and Extended Coverage:

Not less than eighty percent (80%) of the cost of replacement of all insurable improvements within the Premises. Water damage and debris cleanup provisions shall be included.

8.4 Insurance shall be in force the first day of the term of this Lease and shall continue in force throughout the term of this Lease. Additional fire insurance in the amount stated above shall be in force upon the date of completion of construction or installation of each major insurable improvement by City.

8.5 Each policy of insurance shall contain the following clauses:

"IT IS AGREED THAT THE POLICY SHALL NOT BE CANCELED NOR THE COVERAGE REDUCED UNTIL THIRTY (30) DAYS AFTER LCRA'S MANAGER OF REAL ESTATE SERVICES SHALL HAVE RECEIVED WRITTEN NOTICE OF SUCH CANCELLATION OR REDUCTION. THE NOTICE SHALL BE SENT BY CERTIFIED OR REGISTERED MAIL AND SHALL BE DEEMED EFFECTIVE ON THE DATE DELIVERED, AS EVIDENCED BY PROPERLY VALIDATED RECEIPT."

"THE INCLUSION HEREIN OF ANY PERSON OR ENTITY AS AN INSURED SHALL NOT AFFECT ANY RIGHT SUCH PERSON OR ENTITY WOULD HAVE AS A CLAIMANT HEREUNDER IF NOT SO INCLUDED."

- 8.6 City agrees to deposit with LCRA at or before the times at which required to be in effect a copy of the policy or policies necessary to satisfy the insurance provisions of this Lease and to keep such insurance in effect and the policy or policies therefor on deposit with LCRA during the entire term of this Lease.
- 8.7 LCRA and City agree that the amounts of the coverage for the insurance provided for herein shall be reviewed at the expiration of each year during the term of this Lease, and the insurance shall be adjusted in order to maintain insurance with limits at a level then generally prevailing in Travis County, Texas with respect to comparable structures.
- 8.8 The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease.

9.0 **ASSIGNING, SUBLETTING, AND SALE**

- 9.1 City shall not assign this Lease Agreement or sublet or rent all or any part of the Premises without the prior written approval of the LCRA.

10.0 **SUCCESSORS IN INTEREST**

- 10.1 Unless otherwise provided in this Lease Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the City hereto, all of whom shall be jointly and severally liable hereunder.

11.0 **INCORPORATION AND AMENDMENTS**

11.1 This Lease Agreement sets forth all of the agreements and understanding of the parties concerning the Premises, and any modification or amendment must be written and properly executed by both parties.

EXHIBIT -A"

FIELD NOTE description of a 20.97 acre tract of land, located in the Bastrop Town Tract Survey, Abstract No. 11, and being out of a called 40.7 acre tract of land, from O.W. Howard and wife, Pobblo Howard to Lower Colorado River Authority, dated June 28th, 1962, and recorded in Volume 157, Page 516 of the Deed Records of Bastrop County, Texas, see also City of Bastrop, Texas to J.V. Ash, Sr., being a portion of all unopened streets which the aforesaid 40.7 acre tract, dated March 9th, 1959, and recorded in Volume 149, Page 166 of the Deed Records of Bastrop County, Texas. Said 20.97 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a LCRA brass disc in concrete found (T= State Plane, Central Zone, Grid Coordinates N=10023736.94 US:ft, E=3250873.90 USft) in the west right-of-way line of State Highway 95 (Right-of-Way width varies), in the south right-of-way line of Molquito Street, for the northeast corner of said 40.7 acre tract, and for the northeast corner of the herein described tract of land, from which a T= Department of Transportation (TXDOT) Type I Concrete Monument found in the west right-of-way line of State Highway 95 bears, N 27°49'37" W, with the west right-of-way line of said State Highway 95, a distance of 237.91 feet;

THENCE, S 27°49'37" E, with the west right-of-way line of said State Highway 95 and the east line of said 40.7 acre tract, a distance of 1695.44 feet to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set in the west right-of-way line of said State Highway 95, in the south line of Linden Street, in the east line of said 40.7 acre tract, for the northeast corner of a called 0.36 acre tract of land from Lower Colorado River Authority to City of Bastrop, Texas, dated 11/11/1992, and recorded in Volume 621, Page 612 of the Official Records of Bastrop County, Texas, and for the southeast corner of the herein described tract of land, from which a TXDOT Type I Concrete Monument found damaged in the west right-of-way line of said State Highway 95, for an angle corner in the east line of said 40.7 acre tract, and for an angle corner in the east line of a called 7.397 acre tract of land, called Lot 3, Steel Yard Subdivision, and recorded in Cabinet 2, Page 358-A of the Plat Records of Bastrop County, Texas bears, S 27°49'37" E, with the west right-of-way line of said State Highway 95, the east line of said 40.7 acre tract, and the east line of said 0.36 acre tract, a distance of 66.16 feet to a 5/8 inch iron rod with aluminum cap found in the west right-of-way line of said State Highway 95, for an angle corner in the east line of said 40.7 acre tract, for the northeast corner of said Lot 3, and for the southeast corner of said 0.36 acre tract, and S 44°33'21" E, continuing with the west right-of-way line of said State Highway 95, the east line of said 40.7 acre tract, and the east line of said Lot 3, a distance of 102.58 feet;

THENCE, S 87°29'15" W, leaving the west right-of-way line of said State Highway 95 and the east line of said 40.7 acre tract, with the south line of Linden Street and the north line of said 0.36 acre tract, and through the interior of said 40.7 acre tract, a distance of 220.20 feet to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set in the west line of said 40.7 acre tract, at the southeast intersection of said Linden Street and Fayette Street, in the north line of said 0.36 acre tract, for the northwest corner of Farm Lot 31, and for an interior corner in the south line of the herein described tract of land;

THENCE, N 03°04'01" W, with the west line of said 40.7 acre tract and the east line of said Fayette Street, a distance of 55.55 feet to a 5/8 inch iron rod with aluminum cap stamped "LCRA" set at the northeast intersection of said Linden Street and said Fayette Street, for an interior corner in the west line of said 40.7 acre tract, for the southwest corner of Farm Lot 30, and for an interior corner in the south line of the herein described tract of land;

THENCE, S 87°29'15" W, with the west line of said 40.7 acre tract and the north line of said Linden Street, a distance of 765.35 feet to a LCRA brass disc in concrete found at the northeast intersection of said Linden Street and Hill Street; for an interior corner in the west line of said 40.7 acre tract, for the southwest corner of Farm Lot 25, and for the southwest corner of the herein described tract of land;

THENCE, N 02°31'32" W, with the east line of said Hill Street and the west line of said 40.7 acre tract, a distance of 1477.19 feet to a LCRA brass disc in concrete found at the southeast intersection of said Hill Street and said Meaquite Street, for the northwest corner of said 40.7 acre tract, for the northwest corner of said Farm Lot 26, and for the northeast corner of the herein described tract of land;

Bastrop Town Tract Survey, Abstract No. 11
Bastrop County, Texas

HENCE, N 87°30'34" E, with the south line of said Mesquite Street and the north line of said 40.7 acre tract, a distance of 261.41 feet to the POINT OF BEGINNING of the herein described tract of land, and containing 20.97 acres of land, more or less.

Bearing Basis: Texas Lambert Grid, Central Zone, NAD 83/2011 Epoch 2010
All distances are surface values; to obtain true values multiply surface distances by a Combined Scale Factor of 0.99998309. All distance units are Survey Feet.

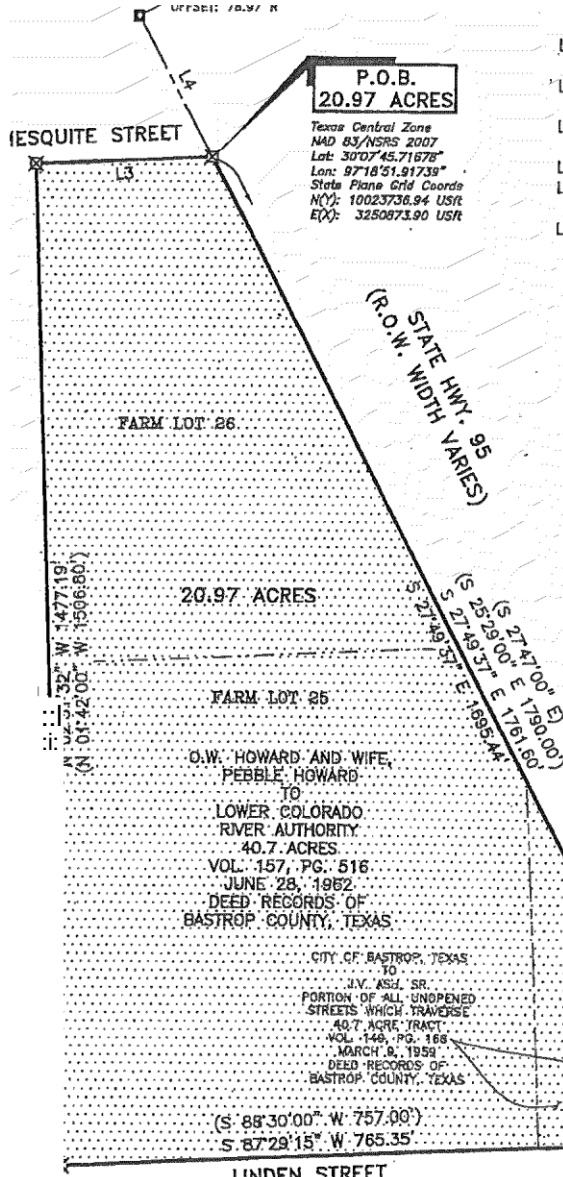
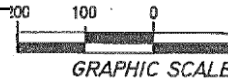
The foregoing field notes and plat attached hereto are an accurate representation of a survey made on the ground under my supervision in the months of September through October 2014.

 10/8/14

Garrett L. Thompson
Registered Professional Land Surveyor #6239



BASTROP, TOWN TRACT SRV.
 ABSTRACT NO. 11
 BASTROP COUNTY, TEXAS



P.O.B.
20.97 ACRES

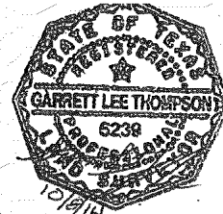
Texas Central Zone
 NAD 83/NAVD 83
 Lot: 30°07'45.71578"
 Lon: 97°18'51.91738"
 State Plane Grid Coords
 N(Y): 10023736.94 USR
 E(X): 3250873.90 USR

LINE TABLE

L1	S 8729°15' W - 220.20'
	(N 89°59'27" E)
L2	N 03°04'01" W - 55.55'
	(N E)
L3	N E - 261.48'
	(N 8747°00" IV - 255.00')
L4	N 2749°37' IV - 237.91'
L5	S 2749°37' E - 66.16'
	(S 25°15'51" E - 66.34')
L6	S 44°33'21" E - 102.85'
	(S 42°11'00" E - 104.40')
	(S 42°05'56" E - 102.94')

SYMBOL TABLE

- Ⓢ 5/8" IRON ROD W/ ALUMINUM CAP STAMPEL "LCRA" SET
- Ⓜ LCRA BRASS DISC IN CONCRETE FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP FOUND
- Ⓜ TXDOT TYPE I CONCRETE MONUMENT FOUND
- () RECORD INFORMATION



D.W. HOWARD AND WIFE,
 PEBBLE HOWARD
 TO
 LOWER COLORADO
 RIVER AUTHORITY
 40.7 ACRES
 VOL. 157, PG. 516
 JUNE 28, 1962
 DEED RECORDS OF
 BASTROP COUNTY, TEXAS

CITY OF BASTROP, TEXAS
 TO
 J.V. ASB, SR.
 PORTION OF ALL UNOPENED
 STREETS WHICH TRAVERSE
 40.7 ACRE TRACT
 VOL. 148, PG. 168
 MARCH 8, 1959
 DEED RECORDS OF
 BASTROP COUNTY, TEXAS

THIS BOUNDARY SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, AND/OR ENCUMBRANCES NOT SHOWN HEREIN, WHICH THESE INSTRUMENTS WERE NOT MADE AWARE, PROVIDED, AND/OR LOCATABLE BY THE LAND SURVEYOR. ORIGINAL PATENT SURVEY LINES SHOWN HEREIN ARE APPROXIMATE.

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010
 RTICAL DATUM: NAVD 83 - GEOID12A
 MERIDIAN SCALE FACTOR: 0.99998309
 ADING BASIS: TX LAMBERT GRID CENTRAL ZONE
 DISTANCES SHOWN ARE SURFACE VALUES

LOWER COLORADO
 RIVER AUTHORITY
 TO
 CITY OF BASTROP, TEXAS
 0.38 ACRES
 VOL. 621, PG. 812
 JANUARY 13, 1992
 OFFICIAL RECORDS OF
 BASTROP COUNTY, TEXAS

F.ARM LOT 24

FARM LOT 31
 DAMAGED
 LOT 3: 7.397 ACRES
 STEEL YARD SUBDIVISION
 CAB. 2, PG. 358-A
 PLAT RECORDS OF
 BASTROP COUNTY, TEXAS

AD FILE: GBAS053B-0001A.dwg
 ACAD FILE: GBAS053B-0001A.dwg
 WORD FILE: GBAS053B-0001A.doc
 REVISION: --
 SCALE: 1N=200'
 DATE: 10/02/14
 WO NO.: 3218222
 FIELD BOOK: 2014-03A PG. 69
 DRAWN BY: DRM

• PLAT SHOWING A 20.97 ACRE TRACT LAND IN THE TOWN SURVEY ABSTRACT No. 11 BASTROP COUNTY, TEXAS

