



Krista Bartsch

KRISTA BARTSCH, County Clerk

Bastrop Texas

March 24, 2025 09:14:08 AM

FEE: \$53.00

202504990

RESOLUTION NO. R-2025-48

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A LICENSE TO ENCROACH AGREEMENT WITH MAJCO, LLC FOR PROPERTY KNOWN AS CHAMBERS STREET AND ADJACENT TO 1501 CHESTNUT STREET FOR AN ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY FOR USE OF A PORTION OF PROPERTY FOR A PAVED DRIVEWAY AND PARKING AREA FOR USE BY CUSTOMERS; AS ATTACHED IN EXHIBIT B OF THE LICENSE AGREEMENT; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas ("City") is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council understands the benefit of allowing certain encroachments on to a Public Right-of-Way for the operation of businesses within the City; and

WHEREAS, MAJCO, LLC ("Licensee") seeks to encroach on a portion of a Public Right-of-Way; and

WHEREAS, The encroachment is located adjacent to the parcel on which Licensee conducts activities; and

WHEREAS, The City Staff has reviewed the request and License to Encroach Agreement and finds it to be justifiable based upon the use of this Property; and

WHEREAS, The City finds that the allowed encroachments under this Agreement will have negligible negative impacts on the public's current use of the Public Right-of-Way; and

WHEREAS, It is in the best interests of City and the utility to have access to the existing and future infrastructure while allowing for encroachment of private property into the Public Right-of-Way; and

WHEREAS, City Council finds that it is necessary and proper to enact this Resolution.

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.** The City Council authorizes the execution of the License to Encroach Agreement, which is attached and incorporated herein as Exhibit A.
- Section 3.** Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 4.** This Resolution shall be in full force and effect from and after its passage.
- Section 5.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

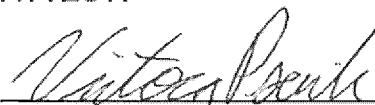
DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 25th day of February, 2025.

APPROVED:



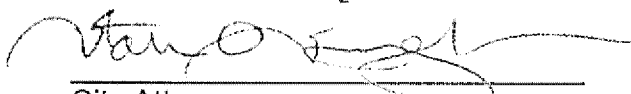
John Kirkland, Mayor Pro-Tem

ATTEST:



City Secretary
Victoria Benick, Assistant City Secretary

APPROVED AS TO FORM:



City Attorney



Exhibit A

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
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COUNTY OF BASTROP §

This is a Third Revised, Amended and Restated License Agreement ("Third Revised, Amended and Restated License Agreement", "License" or "Agreement") by and between the City of Bastrop (hereinafter referred to as "LICENSOR"), a Texas Home Rule municipal corporation that is the owner of a certain tract of real property located in Bastrop, Texas, which is designated to be used as a public street, and which is more commonly known as "Chambers Street," and MAJCO LLC (hereinafter referred to as "LICENSEE"), a California limited liability company that is the lessee of approximately 0.961 acres of land located at 1501 Chestnut Street, City of Bastrop, Bastrop County, Texas and more particularly described by metes and bounds and a plat marked Exhibit "A", which is incorporated herein by reference (the "LICENSEE Property"). The LICENSEE Property is owned by Oldham Barnard Holdings, LLC ("OBH"). The property owned by the LICENSOR is located adjacent to the LICENSEE Property and is more particularly described as 0.347 acres of land described more particularly by metes and bounds and a plat marked Exhibit "B," which is incorporated herein by reference for all purposes as the "Property".

LICENSEE has requested use of a portion of the Property which lies adjacent to LICENSEE Property for a paved driveway and parking area for use by customers at LICENSEE'S place of business operated on LICENSEE Property. Subject to LICENSEE'S acknowledgment and agreement that LICENSEE shall be specifically required to meet all City visibility and aesthetic screening requirements related to outside storage of materials on the LICENSEE Property, LICENSOR hereby grants a license to LICENSEE to permit the limited and specific use of the Property for ingress and egress to and from Chestnut Street and for parking purposes as shown on Exhibit "C," for so long as such proposed use by LICENSEE does not interfere with the needs of the LICENSOR or the traveling public and for no other purpose. LICENSEE acknowledges and agrees that its use of the Property shall not, at any time, cause or allow any of LICENSEE'S improvements to come into contact with electric, water, sewer, or other utility, equipment, City improvement, or to interfere in any way with such utilities, equipment improvements or other property owned by the City or other franchisees of City also using the Property. LICENSEE agrees parking structures, other than pavement, shall be non-permanent and removable. Further, LICENSOR reserves the right to require LICENSEE to promptly remove any such parking improvements or curb structures, other than pavement, from the Property at LICENSEE's expense upon reasonable written notice if such removal becomes necessary due to street, utility, or other public use as the LICENSOR, in its sole discretion, shall determine to be necessary. LICENSEE'S use of the Property under this Agreement shall be subject to the terms and conditions noted herein.

Neither the granting of this License, nor any related permit, constitutes an abandonment by LICENSOR of its Property, easement or easements, or any other rights in and to the above-described Property. LICENSEE is expressly stipulating and agreeing by LICENSEE'S acceptance of the terms of this License Agreement that LICENSEE neither asserts nor claims, nor will ever assert or claim, any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to the Property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of, be attributable to, or involve in any manner the granting by the LICENSOR of said License, and any supplemental license which may hereafter be issued in connection herewith, including any claims by third parties and any inspections which may be conducted in connection with or pursuant to said License or any supplemental license.

In the event that LICENSEE'S use of the Property results in any damage to the Property, or to any improvements, equipment or appurtenances thereto owned by the City, or others, that are located on the Property, LICENSEE shall, at its own expense, repair or cause to be repaired to its original condition the subject Property, and/or improvements, equipment, appurtenances thereto, within a maximum of thirty (30) days of notice by LICENSOR, to the LICENSEE, of the damage thereto. In the event that LICENSEE fails to timely repair the damages it has caused or allowed, the LICENSOR may repair or cause to be repaired such damages and LICENSEE shall be liable to LICENSOR for all such costs, including any and all administrative costs and attorneys' fees associated with the repairs and/or collection of the costs.

LICENSEE, at its own expense, shall restore or cause to be restored the subject Property, to as good a condition as existed as of the date of this License, reasonable wear and tear excepted if the LICENSEE abandons or alters its use of the Property, at any time during the term of this License Agreement, and at the time of its discontinuance of its use of the Property.

LICENSEE agrees to comply with all laws and ordinances applicable to its use of the Property.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this License applies and at LICENSEE'S expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising LICENSOR'S rights or duties in regard to said License, or for protecting persons or property, or public interest in regard to said License. LICENSEE further agrees that the LICENSOR shall have no liability for any damages or claims incurred by LICENSEE, in the event that such removal activities take place.

This License shall have a term of ten (10) years from the effective date noted below. This License is renewable only upon the written consent of the LICENSOR. This License is not assignable without the written consent of the LICENSOR, which consent (i) shall not be unreasonably withheld, conditioned, or delayed, and (ii) shall be deemed given if not rejected in writing within thirty (30) days following LICENSEE'S request for such consent. Notwithstanding the foregoing, if the lease between LICENSEE and OBH is terminated, OBH shall automatically become the LICENSEE under this Agreement without any further action by the parties to this Agreement.

This License shall expire automatically, with no notice to the LICENSEE required, with the discontinued or altered use of the Property that has not been consented to by LICENSOR.

This License is revocable by the LICENSOR, at absolutely no penalty or cost to the LICENSOR, upon the occurrence of any of the following conditions or events:

A. LICENSEE or its successor has failed to comply with the terms of this License and such failure continues for fifteen (15) days after written notice from LICENSOR TO LICENSEE; or

B. LICENSEE'S improvements or any portion of them located on the Property, or LICENSEE'S use of the Property, interferes with the rights of the LICENSOR in, on or to LICENSOR'S property; or

C. The use of the Property becomes necessary for a public purpose; or

D. LICENSEE'S improvements or any portion of them or LICENSEE'S use of the Property constitutes a danger to the public which is not remediable by maintenance or alteration of the said improvements or change of use by LICENSEE; or

E. In LICENSOR'S sole judgment, LICENSEE'S improvements or any portion of them or LICENSEE'S use of the Property have expanded beyond the scope of the License; or

F. Maintenance or alteration of LICENSEE'S improvements or repair of the Property necessitated by LICENSEE'S use of the Property becomes necessary to alleviate or avoid danger to the public and same has not been made within a reasonable time after the dangerous condition has arisen.

This License shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE ("Effective Date").

The License shall be filed of record in the Official Records of Bastrop County, Texas.

APPROVED this the 25th day of February 2025.

LICENSOR:
CITY OF BASTROP

By: *Sylvia Carillo-Trevino*
Sylvia Carillo-Trevino, City Manager

LICENSEE:
MAJCO, LLC

By: *Ryan Fowkes*
Ryan Fowkes, Chief Financial Officer

OBH:
Oldham Barnard Holdings, LLC

By: *Michael Oldham*
Michael Oldham, Manager

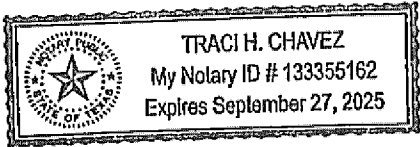
ATTEST:
Victoria Psencik
Victoria Psencik, Assistant City Secretary

ATTEST:
Victoria Psencik - attest for Michael Oldham
Emily Erickson Attest for Ryan Fowkes

STATE OF TEXAS §
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COUNTY OF BASTROP §

CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, a Texas Municipal Corporation, on behalf of said municipality, known to me to be their 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, as the act and deed of said municipality, and in the capacity therein stated.

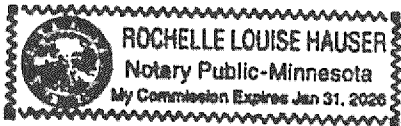


Traci H. Chavez
Notary Public, State of Texas
My Commission expires: 9-27-25

STATE OF Minnesota §
COUNTY OF Hennepin §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Fowkes, Chief Financial Officer of MAJCO LLC, and being known to me to be the persons whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the proposes and consideration therein expressed, as the act and deed of said Company, and in the capacity therein stated: in the state of New York and County of New York.

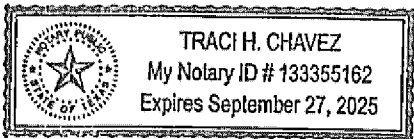
by use of communication technology



Rochelle Hauser
Notary Public, State of Minnesota
My Commission expires: Jan. 31, 2026

STATE OF TEXAS §
COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Oldham, Manager of Oldham Barnard Holdings, LLC and being 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 proposes and consideration therein expressed, as the act and deed of said Company, and in the capacity therein stated.



Traci H Chavez
Notary Public, State of Texas
My Commission expires: 9-27-25

Exhibit B

