

RESOLUTION NO. R-2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACQUISITION OF A PERMANENT WATERLINE EASEMENT; PERMANENT WASTEWATER EASEMENT; A FEE SIMPLE ACQUISITION FOR A RIGHT-OF-WAY EXPANSION; AND THREE TEMPORARY CONSTRUCTION EASEMENTS; ALONG FM 969 AND BLAKEY LANE, 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 AS DESCRIBED IN EXHIBITS A-F; FOR THE AMOUNT OF EIGHT HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED TEN AND NO/100 (\$836,610.00); 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 this purchase will benefit the City by expanding utilities and public roadways, which is in alignment with the "Infrastructure" Focus Area and Master Transportation Plan; and

WHEREAS, the City finds that acquiring certain real property is intended to serve the public for infrastructure, safety, and development; and

WHEREAS, the City desires to acquire the property along and adjacent to FM 969 and Blakey Lane as described in the attached Purchase Agreement Exhibits A-F (the "Property"), in the City of Bastrop, in Bastrop County, Texas, 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 \$836,610.00.

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 10th day of February, 2026.

[Signature Page to Follow]

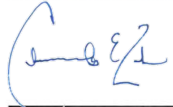
APPROVED:

by: 
Ishmael Harris, Mayor

ATTEST:


Michael Muscerello, City Secretary

APPROVED AS TO FORM:


City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.



**PURCHASE AGREEMENT
IN LIEU OF CONDEMNATION**

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

THIS PURCHASE AGREEMENT in lieu of condemnation (this "Agreement") is between Karmen Townsend ("Seller") and the City of Bastrop ("Buyer" or "City").

I.
Conveyance of Property Interests

1.01 **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase the property interests described in **Exhibits A-F** (the "Property"), which are affected by the City's public improvement projects along FM 969 and Blakey Lane in Bastrop, Texas (the "Project"). Said Property includes the following:

- (A) permanent waterline easement;
- (B) permanent wastewater easement;
- (C) a fee simple acquisition for a ROW expansion; and
- (D) three temporary construction easements.

II.
Consideration

2.01 **Purchase Price.** The purchase price for the Property is **Eight Hundred Thirty-Six Thousand Six Hundred Ten and No/100 (\$836,610.00)** (the "Total Monetary Compensation").

2.02 The Seller stipulates that the Total Monetary Compensation payment constitutes and includes all compensation due Seller by Buyer related to the Project, including without limitation, any damage to or diminution in the value of the remainder of Seller's property caused by, incident to, or related to the Project.

2.03 **Eminent Domain.** Seller and the Buyer agree that the Property is being sold and conveyed to the City under the imminence of condemnation, as that term is used in the Internal Revenue Code, Title 26, United States Code.

III.
Closing

3.01 **Closing.** The Closing (herein so called) shall occur in and through the office of **Old Republic Title, 42 W. Sunset Road, Suite 201, San Antonio, TX 78209** ("Title Company"), with said Title Company acting as escrow agent. The Seller shall assist and support satisfaction of all

closing requirements in relation to solicitation of release or subordination of liens and encumbrances and other curative efforts affecting the Property, if necessary. The Seller shall convey the Property free and clear of all debts and liens. The Seller will convey the Property using the form instruments attached as **Exhibits A-F** to Buyer. Buyer and Seller will deliver all documents that are required to close the sale and purchase of the Property.

3.02 **Closing Costs.** At the Closing, Buyer will pay all closing costs. Seller will pay Seller's legal expenses, if any.

3.03 **Joinder by Tenant.** If necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

IV. Miscellaneous

4.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

4.02 **Authorized Signature.** Seller represents and warrants to Buyer that it has taken all actions necessary to authorize the party executing this Agreement for and on behalf of Seller to bind, in all respects, Seller to all terms and provisions of this Agreement, that such person possesses the authority to execute this Agreement and bind Seller hereto, and that this Agreement is binding and enforceable upon Seller in accordance with the terms hereof.

4.03 **Binding.** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller. The validity of this Purchase Contract is contingent upon City Council approval.

4.04 **Effective Date.** This Agreement is effective on the date that Buyer has signed and executed this Agreement.

4.05 **Addresses.** The addresses of Buyer and Seller are:

Seller: 245 Duff Dr., Bastrop, TX, 78602

Buyer: City of Bastrop
1311 Chestnut St., Bastrop, Texas 78602

4.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas, and is performable in Bastrop County, Texas.

This Purchase Agreement in Lieu of Condemnation has been signed by Buyer and Seller on the dates appearing below each signature.

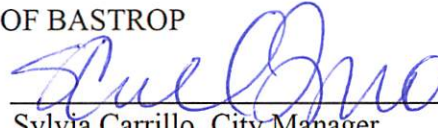
SELLER:

Karmen Townsend

Date: _____

BUYER:

CITY OF BASTROP



Sylvia Carrillo, City Manager

Date: 2/12/2026

SELLER:

Karmen Townsend

A handwritten signature in dark ink, appearing to read 'Karmen Townsend', is written over a horizontal line.

Date: 2-5-26

BUYER:

CITY OF BASTROP

Sylvia Carrillo, City Manager

Date: _____

Special Warranty Deed

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.

Date:	January __, 2026
Grantor:	Karmen Townsend, an individual
Grantor's Mailing Address:	245 Duff Dr, Bastrop TX 78602
Grantee:	City of Bastrop, Texas a Texas home-rule municipality
Grantee's Mailing Address:	1311 Chestnut Street Bastrop, Texas 78602
Consideration:	Ten and no/100 Dollars and other good and valuable consideration

Property:

Being that certain tract of Grantor-owned property consisting of 2.414 acres (105,143 square feet) situated in the Nancy Blakey Survey, Abstract No. 98 in the City of Bastrop, Bastrop County, Texas; said tract being out of a 322.79 acre tract of land described as "Tract 2" in a deed to Lloyd F. Ketha as recorded in Volume 294, Page 261 of the Official Public Records of Bastrop County, Texas, and being more particularly described in Exhibit A to this deed.

Reservations from Conveyance:

Grantor retains the right to connect driveways, including commercial and residential driveways, to the Property from Grantor's adjoining land provided that said driveways meet applicable permitting, design, and spacing requirements.

Exceptions to Conveyance and Warranty:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements shown in the attached survey.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Deed is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN

INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE PROPERTY AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY IS OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

Grantor warrants that Grantor is lawfully seized of good and indefeasible title to the Property and has the right to convey title to the Property subject to any Reservations or Exceptions from Conveyance contained herein.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This conveyance is made in lieu of and under threat of condemnation.

(signature page follows)

GRANTOR:

Karmen Townsend, an individual

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me, the undersigned, on this the ____ day of _____, 2026 by Karmen Townsend.

(seal)

Notary Public

GRANTEE:

City of Bastrop, Texas
a Texas home-rule municipality

By: Sylvia Carrillo
Its: City Manager

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the ____ day of _____, 2026 by Sylvia Carrillo, in her capacity as City Manager of the City of Bastrop, Texas.

(seal)

Notary Public

EXHIBIT A, p. 1/3LEGAL DESCRIPTION

BEING A DESCRIPTION OF A 2.414 ACRE (105,143 SQUARE FEET) VARIABLE WIDTH RIGHT-OF-WAY TRACT, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT No. 98 IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, SAID TRACT BEING SITUATED ON A 322.79 ACRE TRACT OF LAND DESCRIBED AS "TRACT 2" IN A DEED TO LLOYD F. KETHA AS RECORDED IN VOLUME 294, PAGE 261 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:

COMMENCING: AT A FOUND 1/2" IRON ROD WITH CAP ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 71 WEST (A VARIABLE WIDTH RIGHT-OF-WAY), BEING THE EAST RIGHT-OF-WAY LINE OF EDWARD BURLESON LANE (A 60 FOOT WIDE RIGHT-OF-WAY) AS DESCRIBED IN BURLESON CROSSING AND RECORDED IN CABINET 5, PAGE 14-A PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.T.) . AND THE SOUTHWEST CORNER OF SAID BRP EAST, L.P. TRACT;

THENCE: N02°13'27"W, A DISTANCE OF 1,385.43 FEET, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 71 WEST, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID EDWARD BURLESON LANE TO THE BEGINNING OF A CURVE;

THENCE: 39.23 FEET ALONG A CURVE TO THE RIGHT, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID EDWARD BURLESON LANE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°55'04", AND A CHORD BEARING AND DISTANCE OF N 42°43'45"E, 35.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BLAKEY LANE (A 63' WIDE RIGHT-OF-WAY) AS DESCRIBED AND RECORDED IN CABINET 5, PAGE 14-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS;

THENCE: N 02°18'24" W, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID BLAKEY LANE, A DISTANCE OF 68.91 FEET TO A POINT IN THE SOUTH LINE OF SAID 322.79 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT AND THE POINT OF BEGINNING;

THENCE: DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID BLAKEY LANE AND CROSSING SAID 322.79 ACRE TRACT THE FOLLOWING NINE (9) COURSES;

N 02°18'24" W, A DISTANCE OF 1.09 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT;

N 87°57'27" E, A DISTANCE OF 137.43 FEET TO A POINT FOR THE BEGINNING OF A CURVE.

97.24 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 11°51'16", A CHORD BEARING AND DISTANCE OF N 79°50'15" E, 97.07 FEET TO A POINT,

N 73°54'38" E, A DISTANCE OF 163.34 FEET TO A POINT FOR THE BEGINNING OF A CURVE,

111.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 12°02'44", A CHORD BEARING AND DISTANCE OF N 79°56'00" E, 111.22 FEET TO A POINT,

N 87°54'44" E, A DISTANCE OF 608.34 FEET TO A POINT,

N 87°48'49" E, A DISTANCE OF 594.54 FEET TO A POINT,

N 42°42'42" E, A DISTANCE OF 28.39 FEET TO A POINT,

N 01°58'39" W, A DISTANCE OF 19.70 FEET TO A POINT,

N 87°42'38" E, A DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF RIVERSIDE GROVE SUBDIVISION AS DESCRIBED AND RECORDED IN CABINET 4, PAGES 52A-52B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND THE EAST LINE OF SAID 322.79 ACRE TRACT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT,

DATAPOINT ENGINEERING • LAND SURVEYING • GIS • MAS 1800 North St., Ste 100 San Antonio, TX 78203 210.779.4200 info@datapointeng.com TOLL FREE: 1-800-717-1000 10105 Hwy 90, Ste 100	2.414 ACRE (105,143 Sq. Ft.) VARIABLE WIDTH RIGHT-OF-WAY TRACT LYING ON THE LANDS OF LLOYD F. KETHA CITY OF BASTROP, BASTROP COUNTY, TEXAS	EXHIBIT VARIABLE WIDTH RIGHT-OF-WAY TRACT <table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Revision/Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	Date	Revision/Description										100 90 80 70 60 50 40 30 20 10 0
	No.	Date	Revision/Description												
Drawn By: J. RODRIGUEZ Date: 08/19/2024 File Name: 14-01-01-01-01-01-01	Checked By: A. MERRILL Plot No.: Project Name: 14-01-01-01-01-01-01														

EXHIBIT A, p. 2/3

(CONTINUED)

THENCE: S 01°58'39" E, ALONG AND WITH THE WEST LINE OF SAID RIVERSIDE GROVE SUBDIVISION AND THE EAST LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 109.91 FEET TO A FOUND CONCRETE MONUMENT FOR THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO BASTROP APARTMENTS, L.P. IN DOCUMENT NO. 202317788 OF THE OFFICIAL PROPERTY RECORDS OF BASTROP COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 322.79 ACRE TRACT AND THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY EASEMENT;

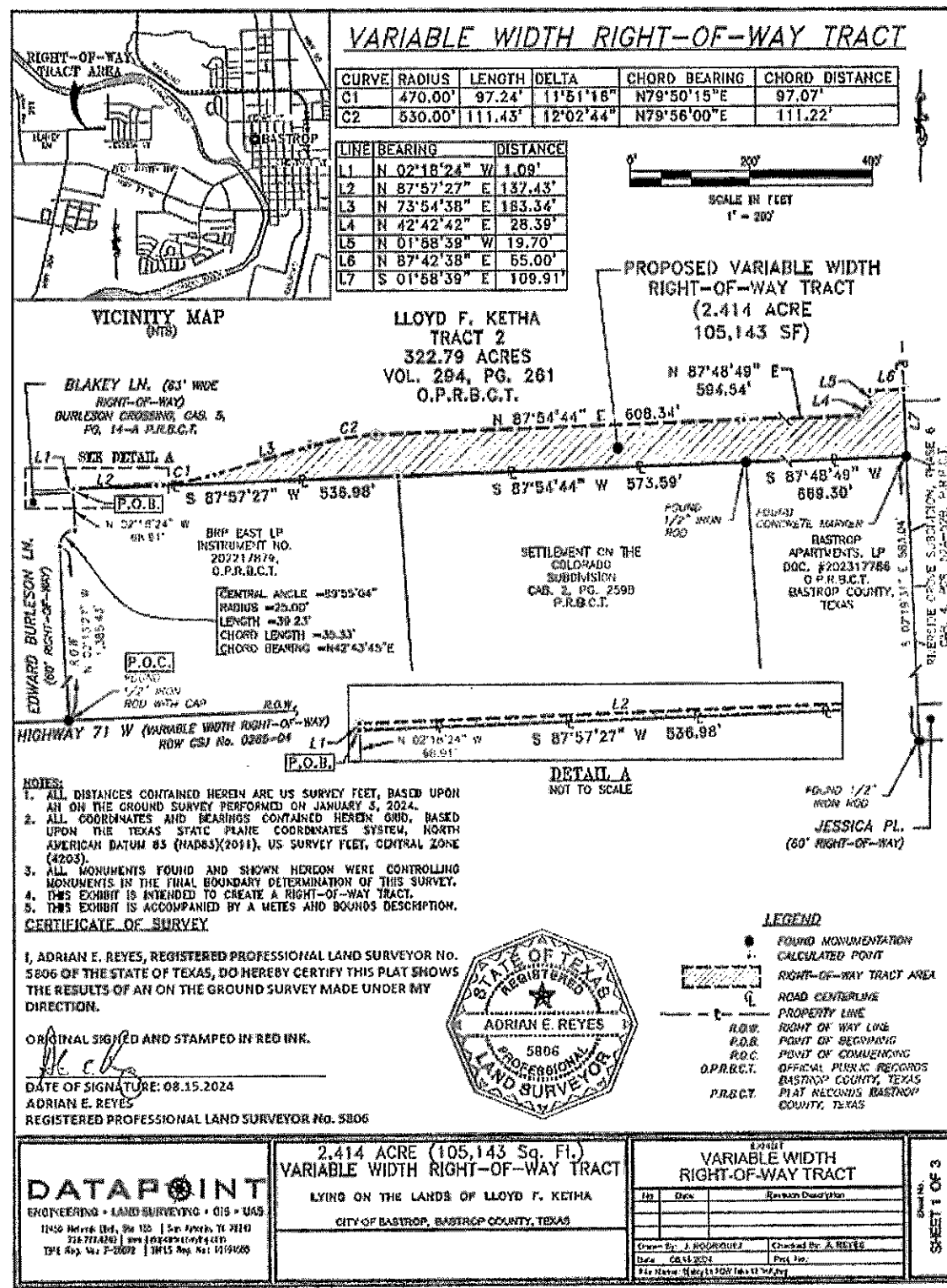
THENCE: S 87°48'49" W, ALONG AND WITH THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 669.30 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE SETTLEMENT ON THE COLORADO SUBDIVISION AS DESCRIBED AND RECORDED IN CABINET 2, PAGE 258B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND THE NORTHWEST CORNER OF SAID BASTROP APARTMENTS, L.P. TRACT FOR AN ANGLE POINT OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT;

THENCE: S 87°54'44" W, CONTINUING ALONG AND WITH THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 573.59 FEET TO A POINT FOR THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO BRP EAST, L.P. IN INSTRUMENT No. 202217879 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, THE NORTHWEST CORNER OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION AND AN ANGLE POINT OF THE HEREIN DESCRIBED 2.414 ACRE RIGHT-OF-WAY TRACT;

THENCE: S 87°57'27" W, CONTINUING ALONG AND WITH THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 536.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.414 ACRES OF LAND, MORE OR LESS.

DATAPoint SURVEYING • LAND SURVEYING • DJS • QAS 1740 N. Loop W., Ste. 115 San Antonio, TX 78209 TEL: 214.714.7140 WWW.DATAPointSURVEYING.COM FAX: 214.714.7140 TEL: 214.714.7140	2.414 ACRE (105,143 Sq. Ft.) VARIABLE WIDTH RIGHT-OF-WAY TRACT LYING ON THE LANDS OF LLOYD F. KETHA CITY OF BASTROP, BASTROP COUNTY, TEXAS	EXHIBIT VARIABLE WIDTH RIGHT-OF-WAY TRACT	03 10 05 10 11 15 16																
	<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.		Date	Description										<table border="1"> <tr> <td>Drawn By: J. ROBINSON</td> <td>Checked By: A. REYES</td> </tr> <tr> <td>Date: 06/15/2024</td> <td>Proj. No.:</td> </tr> <tr> <td colspan="2">File Name: J:\441624\1002\1002.dwg</td> </tr> </table>	Drawn By: J. ROBINSON	Checked By: A. REYES	Date: 06/15/2024	Proj. No.:
No.	Date	Description																	
Drawn By: J. ROBINSON	Checked By: A. REYES																		
Date: 06/15/2024	Proj. No.:																		
File Name: J:\441624\1002\1002.dwg																			

EXHIBIT A, p. 3/3



Water Utility Easement Agreement

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.

Date:	January __, 2026
Grantor:	Karmen Townsend, an individual
Grantor's Mailing Address:	245 Duff Dr, Bastrop TX 78602
Grantee:	City of Bastrop, Texas a Texas home-rule municipality
Grantee's Mailing Address:	1311 Chestnut Street, Bastrop, Texas 78602
Consideration:	Ten and no/100 Dollars and other good and valuable consideration

Grantor's Property:

Being that certain tract of land consisting of 322.79 acres and described as "Tract 2" in a deed to Lloyd F. Ketha, as recorded in Volume 294, Page 261 of the Official Public Records of Bastrop County, Texas.

Easement Property:

The area within Grantor's Property, consisting of 2.977 acres and with a 20-foot minimum variable width, and as further described in Exhibit A, attached hereto and incorporated herein.

Easement Purpose:

For the installation, construction, reconstruction, inspection, operation, use, maintenance, repair, upgrade, replacement, and removal of underground water lines, mains, pipelines, and all other appurtenant underground equipment and underground improvements necessary or useful for the transmission, collection, monitoring, or conveyance of potable water as part of a public utility system (collectively, the "Facilities").

Reservations from Conveyance:

Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and all purposes which do not interfere with or prevent Holder's (as defined herein) use of the Easement for the Easement Purposes. The rights retained by Grantor include the rights of ingress and egress on the Easement Property, and the right to construct or locate upon, under, or across the Easement Property the following improvements: landscaping (not including trees), utilities, irrigation, paved parking, driveways, and roads, together with associated curbs, fences, private lighting, private electrical lines, trails, sidewalks, signage and public and private alleys and streets.

This instrument does not grant Holder the right to install any above-ground improvements of any kind unless in connection with Holder's restoration obligations as expressly set forth herein.

Exhibit B

Grantor shall retain all of the oil, gas, groundwater and other minerals in, on and under the within the Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the surface of the Easement but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with Holder's use of the Easement for the purposes for which the Easement is being sought by Holder.

Exceptions to Conveyance and Warranty:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements shown in the attached survey.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Easement is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE EASEMENT PROPERTY AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY IS OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

Exhibit B

1. *Character of Easement.* The Easement and related rights granted by Grantor in this agreement to Grantee are an irrevocable easement in gross for the benefit of Grantee and its successors and assigns (as applicable, the "Holder"), as owner of the rights created by the Easement in gross. The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor's heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates of interest in lands; there is no other real property benefitting from the Easement granted in this agreement. The Easement is non-exclusive and Grantor reserves the right to grant other easements, licenses, or rights of use over the Easement Area; provided, however, that such other uses shall not materially interfere with Grantee's use, purpose, or enjoyment of the Easement, as contemplated herein.

2. *Assignment.* Grantee may assign, sublease, license, transfer, or convey its interest in this agreement or any part of its interest in the Easement without Grantor's consent, provided that the assignee or transferee shall be subject to all of the obligations, covenants, and conditions applicable to Grantee.

3. *Duration of Easement.* The duration of the Easement is perpetual.

4. *Facilities, Improvement and Maintenance.* The Facilities will not be used to transport, convey, or collect any other material or liquid aside from potable water. Improvement and maintenance of the Facilities and all related work will be at the sole expense of Holder. Holder has the right to remove prohibited encroachments into the Easement Property that interfere with the Easement Purpose. Holder has the right to construct, install, maintain, replace, and remove the Facilities on, under, or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or gates within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences and gates to their original condition or better on the completion of the work. During the initial construction of the Facilities, Grantee agrees to remove Grantor's existing cattle fencing within the Easement Property and install new cattle fencing of an equal or better quality along the outermost boundary of the Easement Property as illustrated in the attached Exhibit B; however, said new fencing will not obstruct Grantor's existing recessed driveway and gate, and will be tied into said recessed improvements. Prior to beginning any construction or other work that requires the removal of existing fencing, Holder will install temporary fencing in place thereof to secure livestock and pets on Grantor's property, and to prevent unauthorized entry onto the Easement and Grantor's adjoining property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Exhibit B

6. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bastrop County, Texas.

8. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

9. *Restoration, Security, and Manner of Work.* Within a reasonable time following completion of the Facilities, and thereafter following any repair or maintenance work thereon, Holder shall (i) repair all damage caused by its activities and restore any damaged improvements to their prior condition, and (ii) clean up and restore the surface of the Easement to the condition that existed immediately prior to Holder's activities therein. Holder acknowledges that Grantor raises, tends, and grazes livestock on the Easement Property and Grantor's adjoining land. If any of said livestock are harmed or killed as a result of Holder's negligence or willful misconduct in conducting activities within the Easement, Holder will compensate Grantor for the corresponding losses. Holder agrees: (a) to perform all work undertaken in connection with the Easement Purpose in a good and workmanlike manner and to promptly complete its work within the Easement; (b) to not unreasonably interfere with the use of Grantor's property by Grantor or any of Grantor's tenants, invitees or guests; and (c) that no cost or expense shall be incurred by Grantor in connection with any of Holder's use, construction, removal, demolition and/or maintenance of the Facilities.

10. *Prohibited Encroachments.* Grantor may not construct, install, or locate buildings, free-standing structures (not to include fencing), retaining walls, shrubs or trees within the Easement.

11. *Access.* Holder and Holder's employees, contractors, agents, licensees and invitees shall have the right of ingress and egress over the Easement Property only for the Easement Purposes. Nothing in this instrument shall be construed to convey the rights of ingress or egress over Grantor's adjoining and/or other property outside of the Easement Property. Holder will not materially interrupt Grantor's access on, over, or across the Easement Property. Holder will use commercially reasonable efforts to notify Grantor prior to initial construction and subsequent construction operations.

12. *Insurance.* Holder shall maintain and shall require its contractor(s) to maintain, adequate liability insurance during its activities within the Easement, and to be responsible for any damage or injury incurred as a result of its activities within the Easement. Holder shall conduct all of its activities within the Easement in compliance with the terms of this instrument, and all applicable federal, state, and local laws and ordinances.

13. *Condemnation.* This conveyance is made in lieu of and under threat of condemnation.

14. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

17. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

(Signature page follows)

GRANTOR:

Karmen Townsend, an individual

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§

This instrument was acknowledged before me, the undersigned, on this the ____ day of _____, 2026 by Karmen Townsend.

(seal)

Notary Public

GRANTEE:

City of Bastrop, Texas
a Texas home-rule municipality

By: Sylvia Carrillo
Its: City Manager

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§

This instrument was acknowledged before me on this the ____ day of _____, 2026 by Sylvia Carrillo, in her capacity as City Manager of the City of Bastrop, Texas.

(seal)

Notary Public

Exhibit A (1/6)

Description of Easement Property

BEGINNING: AT A FOUND 1/2" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF BLAKEY LANE AND THE EAST RIGHT-OF-WAY LINE OF FM HIGHWAY 969 (AN 86' WIDE RIGHT-OF-WAY) FOR THE SOUTHWEST CORNER OF SAID 322.79 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 2.977 ACRE EASEMENT,

THENCE: N 01°22'44" W, ALONG AND WITH THE EAST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 969, A DISTANCE OF 10.00 FEET TO A POINT AND N 01°21'14" W, A DISTANCE OF 10.01 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 2.977 ACRE EASEMENT;

THENCE: DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 969 AND THE WEST LINE OF SAID 322.79 ACRE TRACT, CROSSING SAID 322.79 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES:

N 87°41'55" E, A DISTANCE OF 2,687.19 FEET TO A POINT,
 N 87°31'28" E, A DISTANCE OF 1,983.73 FEET TO A POINT,
 N 02°18'24" W, A DISTANCE OF 1.24 FEET TO A POINT,
 N 87°57'27" E, A DISTANCE OF 137.53 FEET TO A POINT,
 N 73°58'27" E, A DISTANCE OF 321.42 FEET TO A POINT,
 N 87°34'44" E, A DISTANCE OF 559.04 FEET TO A POINT,
 N 87°48'49" E, A DISTANCE OF 814.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 2.980 ACRE EASEMENT,
 S 42°42'42" W, A DISTANCE OF 28.23 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 2.977 ACRE EASEMENT FROM WHICH A FOUND CONCRETE MONUMENT IN THE WEST LINE OF RIVERSIDE GROVE SUBDIVISION, PHASE 6 AS DESCRIBED AND RECORDED IN CABINET 4, PAGES 52A-52B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND THE SOUTHEAST CORNER OF SAID 322.79 ACRE TRACT, BEARS S 49°02'59" E, A DISTANCE OF 102.38 FEET,
 S 87°48'49" W, A DISTANCE OF 594.54 FEET TO A POINT,
 S 87°54'44" W, A DISTANCE OF 608.34 FEET TO A POINT FOR THE BEGINNING OF A CURVE,
 111.43 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 12°02'44", A CHORD BEARING OF S 79°56'00" W, A DISTANCE OF 111.22 FEET TO A POINT,
 S 73°54'38" W A DISTANCE OF 163.34 FEET TO A POINT FOR THE BEGINNING OF A CURVE,
 97.24 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 11°51'16", A CHORD BEARING OF S 79°50'15" W, A DISTANCE OF 97.07 FEET TO A POINT AND,
 S 87°57'27" W A DISTANCE OF 137.43 FEET TO A POINT;

THENCE: S 02°18'24" E A DISTANCE OF 1.08 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF BLAKEY LANE AND THE SOUTH LINE OF SAID 322.79 ACRE TRACT FOR A SOUTH CORNER OF THE HEREIN DESCRIBED 2.977 ACRE EASEMENT;

THENCE: S 87°37'27" W, ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BLAKEY LANE AND THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 2,003.70 FEET TO A POINT;

THENCE: S 87°41'55" W, CONTINUING ALONG AND WITH THE NORTH RIGHT-OF-WAY LINE OF SAID BLAKEY LANE AND THE SOUTH LINE OF SAID 322.79 ACRE TRACT, A DISTANCE OF 2,687.54 FEET THE POINT OF BEGINNING AND CONTAINING 2.977 ACRES OF LAND, MORE OR LESS.

Exhibit A (3/6)

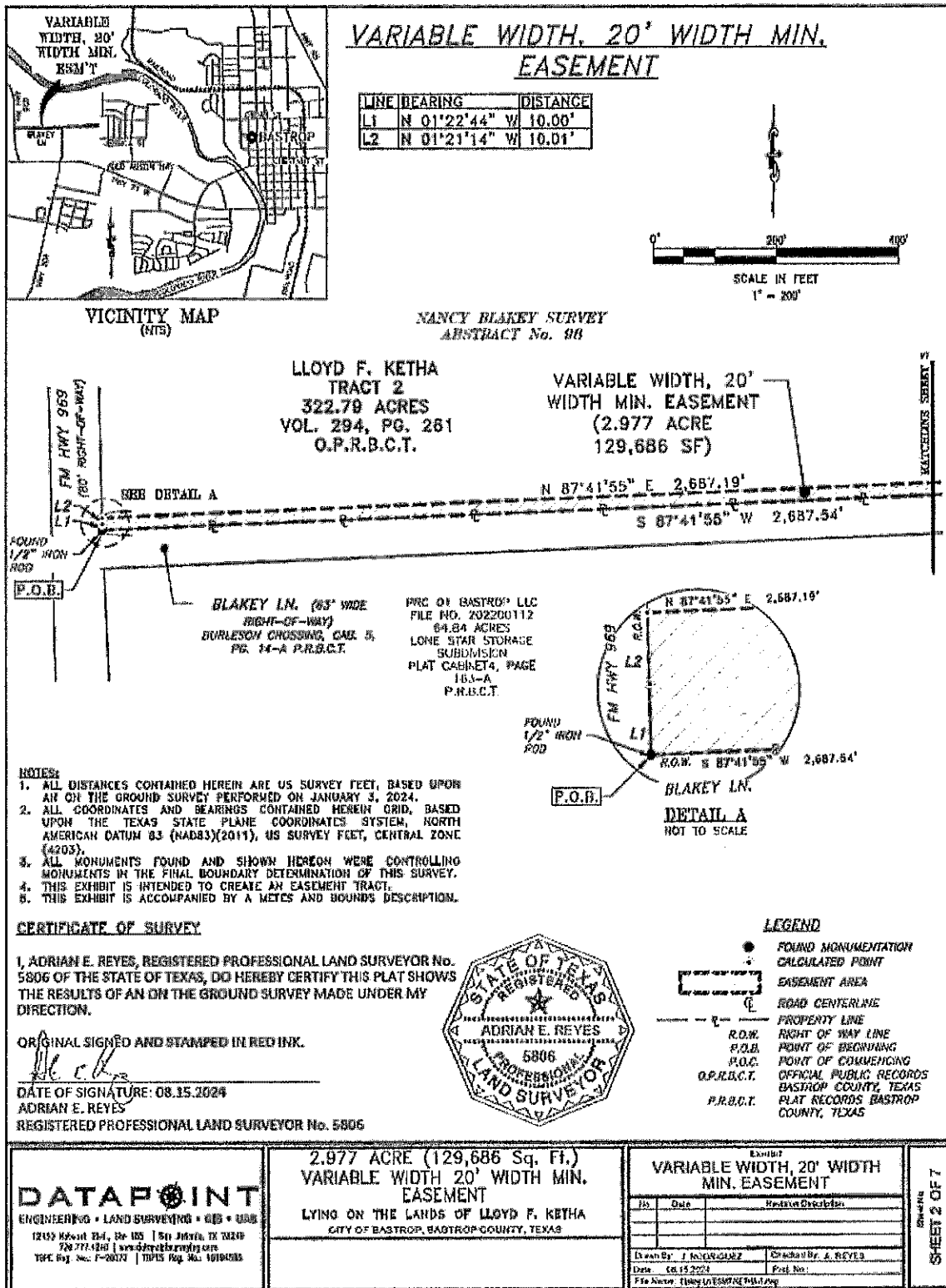


Exhibit A (4/6)

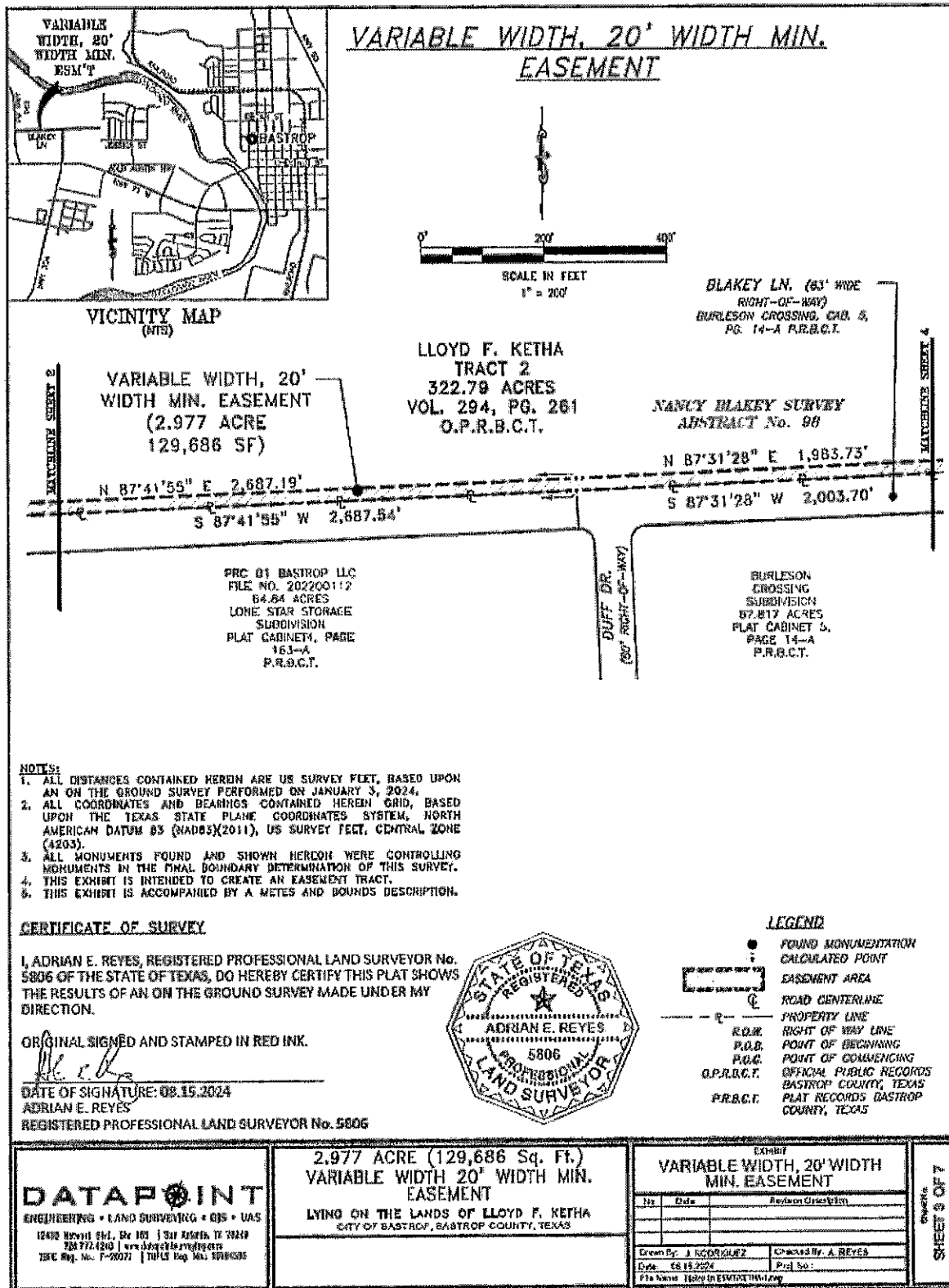
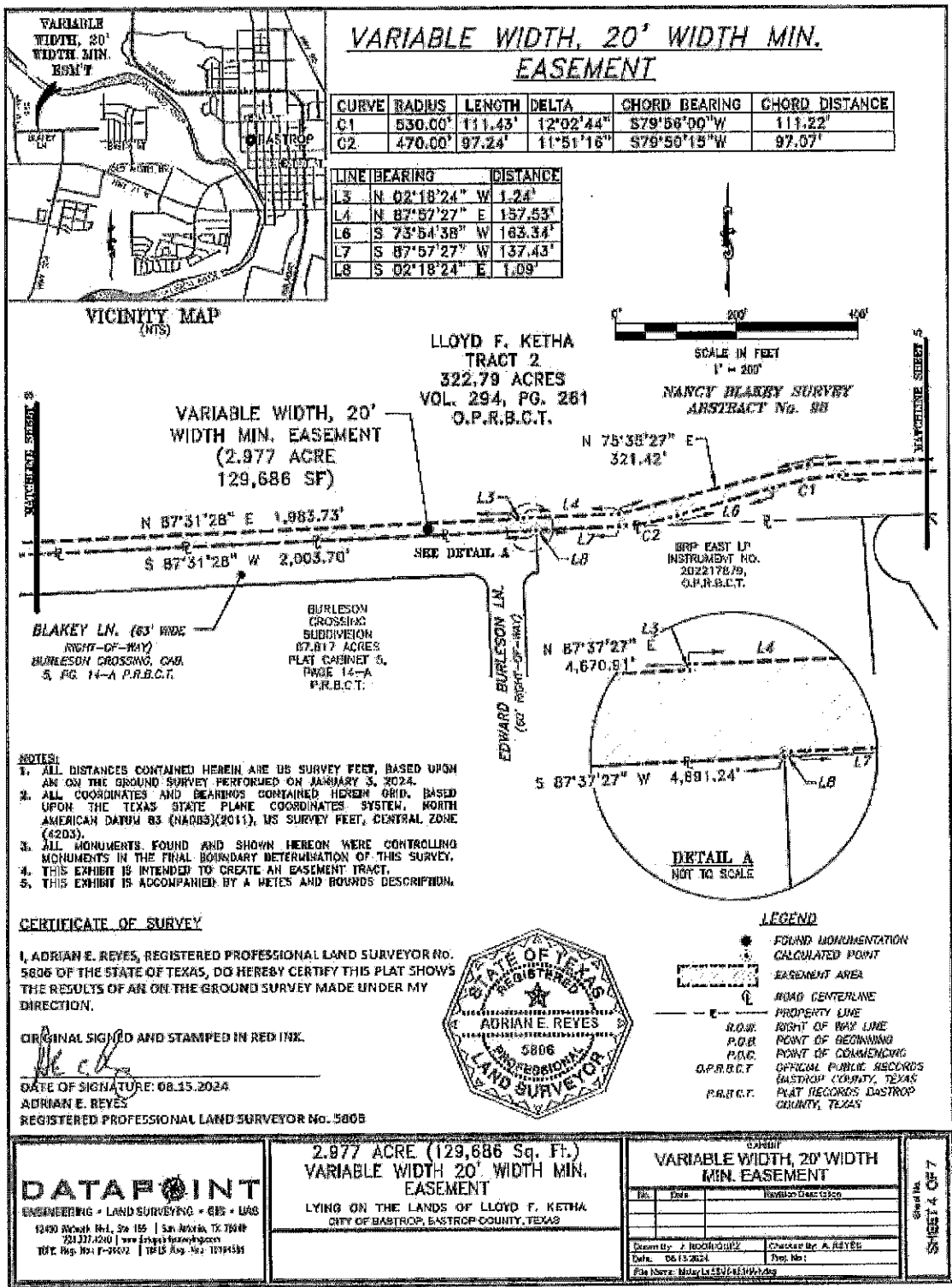


Exhibit A (5/6)



AERIAL PHOTOGRAPH



***** Fencing to be installed by City

Wastewater Utility Easement Agreement

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.

Date:	January __, 2026
Grantor:	Karmen Townsend, an individual
Grantor's Mailing Address:	245 Duff Dr, Bastrop TX 78602
Grantee:	City of Bastrop, Texas a Texas home-rule municipality
Grantee's Mailing Address:	1311 Chestnut Street Bastrop, Texas 78602
Consideration:	Ten and no/100 Dollars and other good and valuable consideration

Grantor's Property:

Being that certain tract of land consisting of 322.79 acres and described as "Tract 2" in a deed to Lloyd F. Ketha, as recorded in Volume 294, Page 261 of the Official Public Records of Bastrop County, Texas.

Easement Property:

The properties within Grantor's Property, as follows, and as further described in Exhibits A(1), A(2), and A(3), attached hereto and incorporated herein:

A(1): 0.0344 acres

A(2): 0.0803 acres

A(3): 1.542 acres

Easement Purpose:

For the installation, construction, reconstruction, inspection, operation, use, maintenance, repair, upgrade, replacement, and removal of wastewater lines, mains, pipelines, and all other appurtenant underground equipment and underground improvements necessary or useful for the transmission, collection, monitoring, or conveyance of wastewater as part of a public utility system (collectively, the "Facilities").

Reservations from Conveyance:

Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and all purposes which do not interfere with or prevent Holder's (as defined herein) use of the Easement for the Easement Purposes. The rights retained by Grantor include the rights of ingress and egress on the Easement Property, and the right to construct or locate upon, under, or across

the Easement Property the following improvements: landscaping (not including trees), utilities, irrigation, paved parking, driveways, and roads, together with associated curbs, fences, private lighting, private electrical lines, trails, sidewalks, signage and public and private alleys and streets.

This instrument does not grant Holder the right to install any above-ground improvements of any kind unless in connection with Holder's restoration obligations as expressly set forth herein.

Grantor shall retain all of the oil, gas, groundwater and other minerals in, on and under the within the Easement; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the surface of the Easement but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with Holder's use of the Easement for the purposes for which the Easement is being sought by Holder.

Exceptions to Conveyance and Warranty:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements shown in the attached survey.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Easement is granted by Grantor "AS-IS", "WHERE-IS" and WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE CONDITION OF THE EASEMENT PROPERTY AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY IS OR WILL BE SUITABLE FOR GRANTEE'S INTENDED PURPOSES.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance

and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement and related rights granted by Grantor in this agreement to Grantee are an irrevocable easement in gross for the benefit of Grantee and its successors and assigns (as applicable, the "Holder"), as owner of the rights created by the Easement in gross. The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor's heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates of interest in lands; there is no other real property benefitting from the Easement granted in this agreement. The Easement is non-exclusive and Grantor reserves the right to grant other easements, licenses, or rights of use over the Easement Area; provided, however, that such other uses shall not materially interfere with Grantee's use, purpose, or enjoyment of the Easement, as contemplated herein.

2. *Assignment.* Grantee may assign, sublease, license, transfer, or convey its interest in this agreement or any part of its interest in the Easement without Grantor's consent, provided that the assignee or transferee shall be subject to all of the obligations, covenants, and conditions applicable to Grantee.

3. *Duration of Easement.* The duration of the Easement is perpetual.

4. *Facilities, Improvement and Maintenance.* The Facilities will not be used to transport, convey, or collect any other material or liquid aside from domestic wastewater. Improvement and maintenance of the Facilities and all related work will be at the sole expense of Holder. Holder has the right to remove prohibited encroachments into the Easement Property that interfere with the Easement Purpose. Holder has the right to construct, install, maintain, replace, and remove the Facilities on, under, or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or gates within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences and gates to their original condition or better on the completion of the work. During the initial construction of the Facilities, Grantee agrees to remove Grantor's existing cattle fencing within the Easement Property and install new cattle fencing of an equal or better quality along the outermost boundary of the Easement Property as illustrated in the attached Exhibit B; however, said new fencing will not obstruct Grantor's existing recessed driveway and gate, and will be tied into said recessed improvements. Prior to beginning any construction or other work that requires the removal of existing fencing, Holder will install temporary fencing in place thereof to secure livestock and pets on Grantor's property, and to prevent unauthorized entry onto the Easement and Grantor's adjoining property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bastrop County, Texas.

8. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

9. *Restoration, Security, and Manner of Work.* Within a reasonable time following completion of the Facilities, and thereafter following any repair or maintenance work thereon, Holder shall (i) repair all damage caused by its activities and restore any damaged improvements to their prior condition, and (ii) clean up and restore the surface of the Easement to the condition that existed immediately prior to Holder's activities therein. Holder acknowledges that Grantor raises, tends, and grazes livestock on the Easement Property and Grantor's adjoining land. If any of said livestock are harmed or killed as a result of Holder's negligence or willful misconduct in conducting activities within the Easement, Holder will compensate Grantor for the corresponding losses. Holder agrees: (a) to perform all work undertaken in connection with the Easement Purpose in a good and workmanlike manner and to promptly complete its work within the Easement; (b) to not unreasonably interfere with the use of Grantor's property by Grantor or any of Grantor's tenants, invitees or guests; and (c) that no cost or expense shall be incurred by Grantor in connection with any of Holder's use, construction, removal, demolition and/or maintenance of the Facilities.

10. *Prohibited Encroachments.* Grantor may not construct, install, or locate buildings, free-standing structures (not to include fencing), retaining walls, shrubs or trees within the Easement.

11. *Access.* Holder and Holder's employees, contractors, agents, licensees and invitees shall have the right of ingress and egress over the Easement Property only for the Easement Purposes. Nothing in this instrument shall be construed to convey the rights of ingress or egress over Grantor's adjoining and/or other property outside of the Easement Property. Holder will not materially interrupt Grantor's access on, over, or across the Easement Property. Holder will use commercially reasonable efforts to notify Grantor prior to initial construction and subsequent construction operations.

12. *Insurance.* Holder shall maintain and shall require its contractor(s) to maintain, adequate liability insurance during its activities within the Easement, and to be responsible for any damage or injury incurred as a result of its activities within the Easement. Holder shall conduct

all of its activities within the Easement in compliance with the terms of this instrument, and all applicable federal, state, and local laws and ordinances.

13. *Condemnation.* This conveyance is made in lieu of and under threat of condemnation.

14. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

17. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

(Signature page follows)

GRANTOR:

Karmen Townsend, an individual

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§

This instrument was acknowledged before me, the undersigned, on this the ____ day of _____, 2026 by Karmen Townsend.

(seal)

Notary Public

GRANTEE:

City of Bastrop, Texas
a Texas home-rule municipality

By: Sylvia Carrillo
Its: City Manager

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§

This instrument was acknowledged before me on this the ____ day of _____, 2026 by Sylvia Carrillo, in her capacity as City Manager of the City of Bastrop, Texas.

(seal)

Notary Public

Exhibit A(1) (1/2)

Description of Easement Property



Datapoint Survey & Mapping II, LLC
 D.B.A. Datapoint Engineering
 TUBEIS Survey FIRM # 10194585
 TBPE FIRM #26072
 12400 Network Blvd, Ste 130
 San Antonio, TX 78249
<https://datapointsurveying.com/>
info@datapointsurveying.com
 P. 726-777-4240

**METES AND BOUNDS DESCRIPTION OF A 0.0344 OF AN ACRE (1,500 SQ. FT.)
 30' WIDE SANITARY SEWER EASEMENT**

A description of a 0.0344 of an acre (1,500 sq. ft.) Sanitary Sewer Easement, being out of a 322.79 acre tract of land, recorded in Volume 294, Page 261, Deed Records of Bastrop County, Texas (D.R.B.C.T.), situated in the Nancy Blakey Survey, Abstract-98, Bastrop County, Texas, said 0.0344 of an acre Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2" Iron rod with a red cap stamped "CAD SET STONE" having a State Plane Grid Coordinate, NAD83 Texas Central Zone (N: 10020529.37, E: 3235000.42), on the east right-of-way line of FM 969, an 80 foot right-of-way recorded in Volume 150, Page 502 D.R.B.C.T., the southwest corner of Lot 236 L.S.E. & P.U.E. 1.218 acres, The Colony Mud 1A Section 3, Phase A Cabinet 6 Page 177-B Plat Records of Bastrop County Texas (P.R.B.C.T.), the northwest corner of the 322.79 acre tract, and the herein described easement;

THENCE: North 88°07'38" East, departing the east line of FM 969, along and with the north line the 322.79 acre tract, a distance of 30.00 feet to a calculated point, the northeast corner of the herein described easement;

THENCE: departing the north line of the 322.79 acre tract, over and across the 322.79 acre tract, the following two (2) courses and distances:

1. South 01°21'14" East, a distance of 50.00 feet to a calculated point, the southeast corner of the herein described easement;
2. South 88°07'38" West, a distance of 30.00 feet to a calculated point, on the east right-of-way line of FM 969, the west line of the aforementioned 322.79 acre tract, the southwest corner of the herein described easement, from which a found 1/2" Iron bears S01°19'49"E, a distance of 2328.57 feet;

THENCE: North 01°21'14" West, along and with the east line of FM 969, a distance of 50.00 feet to the POINT OF BEGINNING, containing 0.0344 of an acre (1,500 sq. ft.) of land, more or less.

Notes:

- 1) Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, Survey Feet.
- 2) Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
- 3) This metes and bounds description and the accompanying exhibit was prepared for the purpose of creating an easement and is not intended for use as a property boundary survey.
- 4) Date of Survey: 12/10/2024



Adrian E. Reyes
 Adrian E. Reyes Date: 02-26-2025
 Registered Professional Land Surveyor
 No. 5806 -- State of Texas

Exhibit A(2) (1/2)

DATAPoint
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TSPS Survey FIRM # 10194555
TSPS FIRM #20072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
<https://datapointsurveying.com/>
info@datapointsurveying.com
P: 726-777-4240

**METES AND BOUNDS DESCRIPTION OF A 0.0803 OF AN ACRE (3,500 SQ. FT.)
50' X 70' SANITARY SEWER EASEMENT**

A description of a 0.0803 of an acre (3,500 sq. ft.) 50' x 70' Sanitary Sewer Easement, being out of a 322.79 acre tract of land, recorded in Volume 294, Page 261, Deed Records of Bastrop County, Texas (D.R.B.C.T.), situated in the Nancy Blakey Survey, Abstract-98, Bastrop County, Texas, said 0.0803 of an acre 50' x 70' Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2" iron rod with a red cap stamped "CAD SET STONE" having a State Plane Grid Coordinate, NAD83 Texas Central Zone (N: 10020629.37, E: 3235000.42), a point on the east right-of-way line of FM 969, an 80 foot right-of-way recorded in Volume 150, Page 502 Deed Records Bastrop County, Texas, the northwest corner of the 322.79 acre tract;

THENCE: South 01°21'14" East, along and with the east right-of-way line of FM 969, a distance of 50.00 feet to a calculated point (N: 10020579.38, E: 3235001.60), the northwest corner of and the POINT OF BEGINNING of the herein described easement;

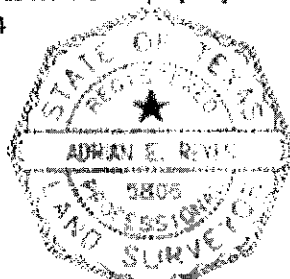
THENCE: departing the east line of FM 969, over and across the 322.79 acre tract, the following three (3) courses and distances:

1. North 88°07'38" East, a distance of 50.00 feet to a calculated point, the northeast corner of the herein described easement;
2. South 01°21'14" East, a distance of 70.00 feet to a calculated point, the southeast corner of the herein described easement;
3. South 88°07'38" West, a distance of 50.00 feet to a calculated point, the southwest corner of the herein described easement;

THENCE: North 01°21'14" West, along and with the east line of FM 969, a distance of 70.00 feet to the POINT OF BEGINNING, containing 0.0803 of an acre (3,500 sq. ft.) of land, more or less.

Notes:

- 1) Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, Survey Feet.
- 2) Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
- 3) This metes and bounds description and the accompanying exhibit was prepared for the purpose of creating an easement and is not intended for use as a property boundary survey.
- 4) Date of Survey: 12/10/2024



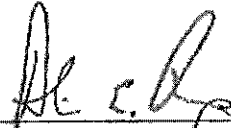

Adrian E. Reyes Date: 02-26-2025
Registered Professional Land Surveyor
No. 5806 -- State of Texas

Exhibit A(3) (1/3)



Datapoint Survey & Mapping II, LLC
 D.B.A. Datapoint Engineering
 TBPELS Survey FIRM # 10194585
 TBPE FIRM #26072
 12400 Network Blvd, Ste 130
 San Antonio, TX 78249
<https://datapointsurveying.com/>
info@datapointsurveying.com
 P: 726-777-4240

METES AND BOUNDS DESCRIPTION OF A 1.542 ACRE (67,153 SQ. FT.)
 30' WIDE SANITARY SEWER EASEMENT

A description of a 1.542 acre (67,153 sq. ft.) 30' Wide Sanitary Sewer Easement, being out of a 322.79 acre tract of land, recorded in Volume 294, Page 261, Deed Records of Bastrop County, Texas (D.R.B.C.T.), situated in the Nancy Blakey Survey, Abstract-98, Bastrop County, Texas, said 1.542 acre 30' Wide Sanitary Sewer Easement being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2" iron rod with a red cap stamped "CAD SET STONE" having a State Plane Grid Coordinate, NAD83 Texas Central Zone (N: 10020629.37, E: 3235000.42), a point on the east right-of-way line of FM 969, an 80 foot right-of-way recorded in Volume 150, Page 502 Deed Records Bastrop County, Texas, the northwest corner of the 322.79 acre tract;

THENCE: South 01°21'14" East, along and with the east right-of-way line of FM 969, a distance of 120.00 feet to a calculated point (N: 10020509.40, E: 3235003.26), the northwest corner of and the POINT OF BEGINNING of the herein described easement;

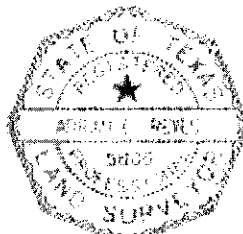
THENCE: departing the east line of FM 969, over and across the 322.79 acre tract, the following three (3) courses and distances:

1. North 88°07'38" East, a distance of 30.00 feet to a calculated point, the northeast corner of the herein described easement;
2. South 01°21'14" East, a distance of 2238.36 feet to a calculated point, the southeast corner of the herein described easement;
3. South 87°41'55" West, a distance of 30.00 feet to a calculated point, on the east right-of-way line of FM 969, the west line of the 322.79 acre tract, the southwest corner of the herein described easement, from which a found 1/2" iron rod with bears S01°21'59"E a distance of 20.00 feet;

THENCE: North 01°21'14" West, along and with the east line of FM 969, a distance of 2238.59 feet to the POINT OF BEGINNING, containing 1.542 acres (67,153 sq. ft.) of land, more or less.

Notes:

- 1) Bearings shown hereon are grid bearings of the Texas State Plane Coordinate System, Central Zone (4203), NAD83, Survey Feet.
- 2) Record information shown hereon is based upon a public records search performed by Datapoint Surveying and Mapping.
- 3) This metes and bounds description and the accompanying exhibit was prepared for the purpose of creating an easement and is not intended for use as a property boundary survey.
- 4) Date of Survey: 12/10/2024



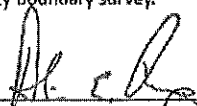

 Adrian E. Reyes Date: 02-26-2025
 Registered Professional Land Surveyor
 No. 5806 -- State of Texas

Exhibit A(3) (2/3)

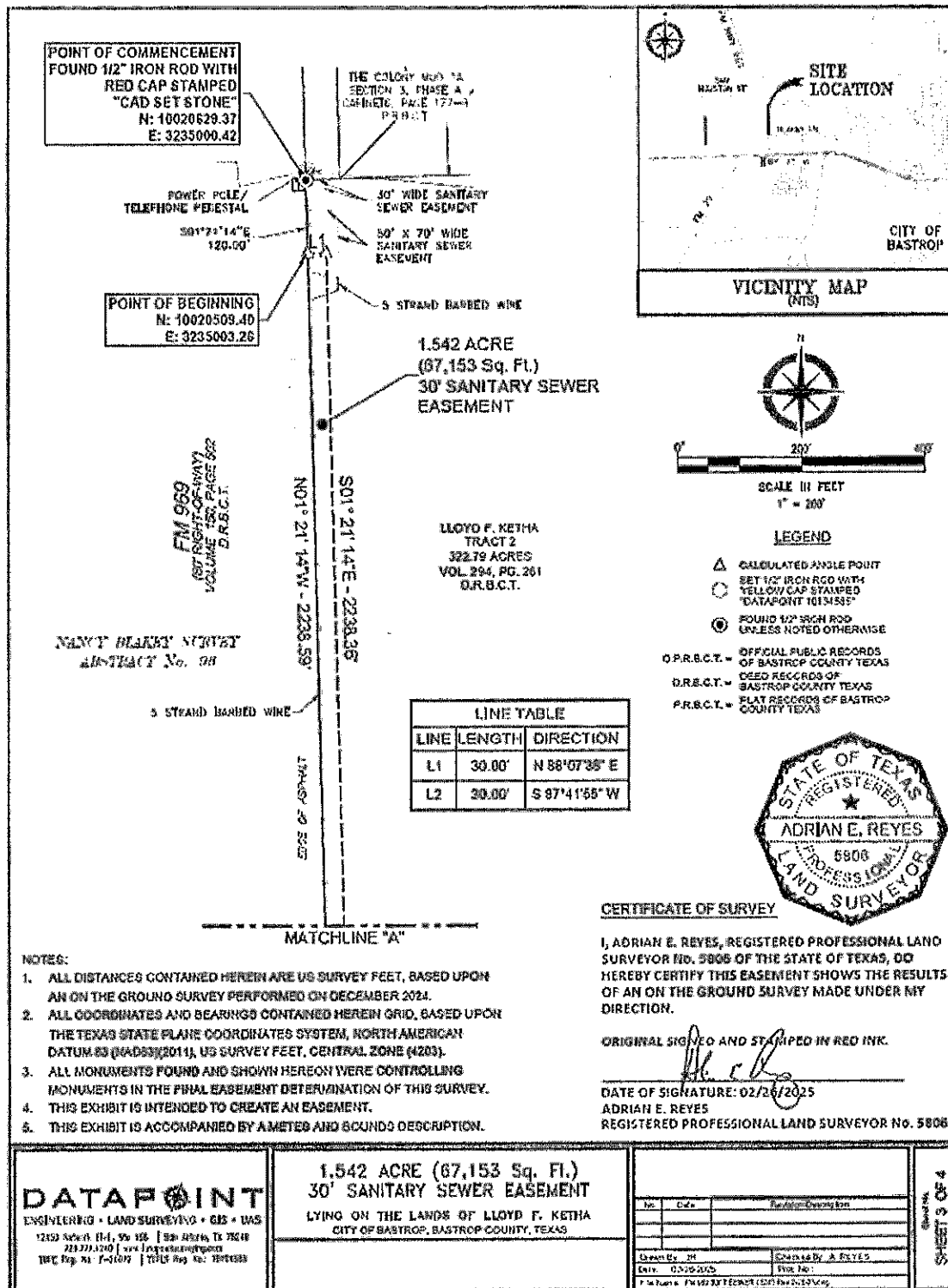


Exhibit A(3) (3/3)

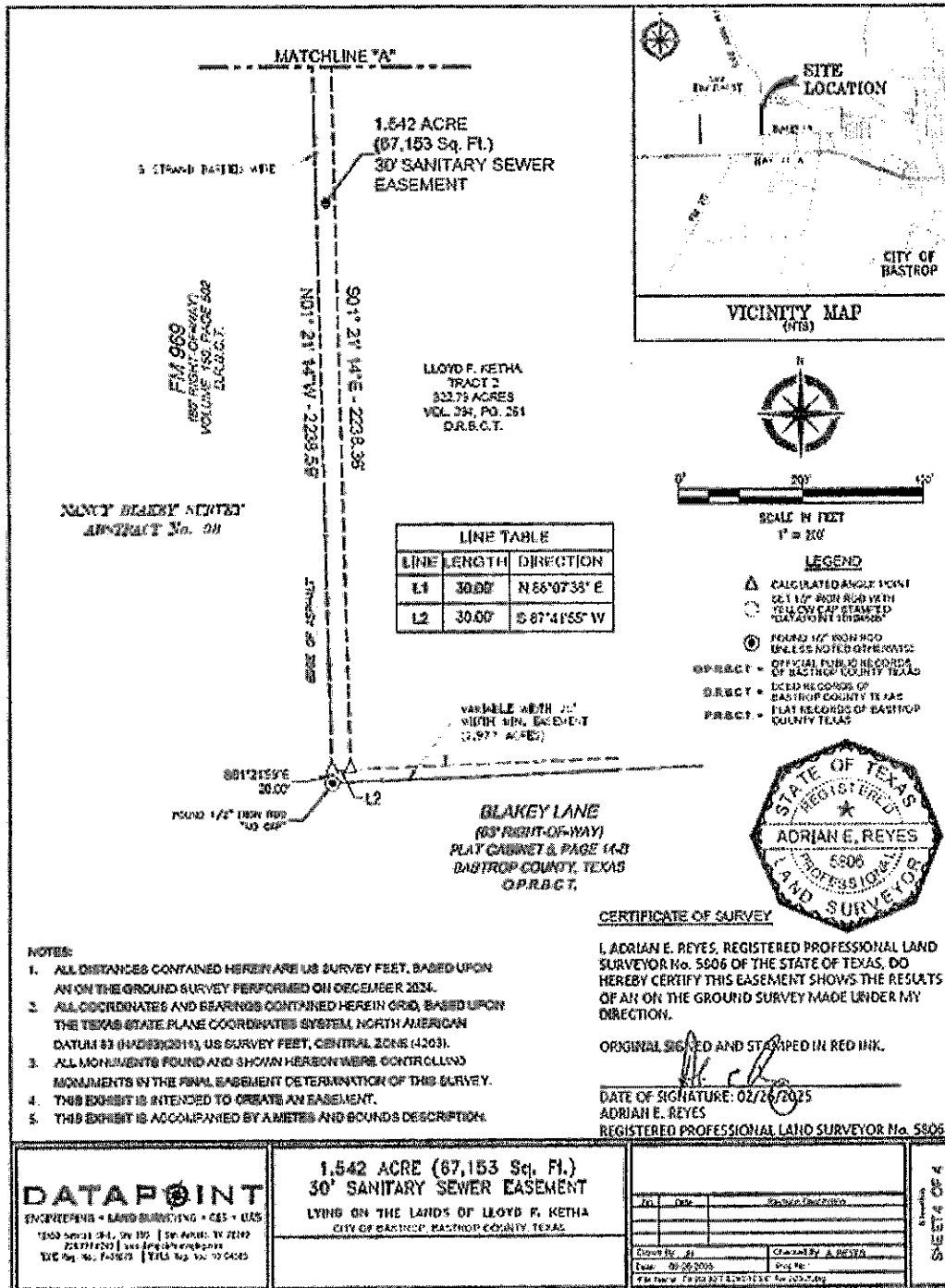


Exhibit B

AERIAL PHOTOGRAPH



..... Fencing to be installed by City

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.

TEMPORARY CONSTRUCTION EASEMENT

Exhibit D

THE STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

Karmen Townsend, whose mailing address is 245 Duff Drive, Bastrop, Texas 78602 (called "**Grantor**", whether one or more), in consideration of the sum of \$10.00 to Grantor, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Bastrop, Texas, a home rule municipality situated in the County of Bastrop, State of Texas, whose address is 1311 Chestnut Street, Bastrop, Texas 78602, Attn: Sylvia Carrillo, City Manager (the "City"), a non-exclusive temporary construction easement (the "Temporary Easement") upon, beneath, and across the following property:

That certain tract of land consisting of approximately 4.213 acres and as described on the attached **EXHIBIT "A,"** and made a part hereof for all purposes (the "Property").

TO HAVE AND TO HOLD the same during the effective term of this Temporary Easement to the City, its successors and assigns, together with the right and privilege during the effective term to perform construction activities, including the the staging of materials and the storage of equipment and machinery necessary or incidental thereto, in order to facilitate the construction of roadway improvements on that tract of property conveyed by Grantor to City as Grantee pursuant to that Special Warranty Deed dated _____ and recorded in the Official Public Records of Bastrop County as Document No. _____; and all necessary access thereto; upon the condition that the City will, after doing any work related to said construction, repair and restore the Property and any improvements located thereon, including all fencing and gates, to a like or better condition than existed prior to construction. If any of Grantor's trees, bushes, or other landscaping other than groundcover are within the Temporary Easement, the City will only be obligated to restore or replace such landscaping with groundcover.

This Temporary Easement commences upon the date of Grantor's signature to this document ("Commencement Date") and terminates 180 days thereafter (the "Termination Date"). This Temporary Easement automatically terminates on the Termination Date and becomes null and void. The City, its successors, and assigns, have no further rights hereunder. No written release by the City is required or necessary. This Temporary Easement does not convey to the City any right to use Grantor's property adjacent to the Temporary Easement. This Temporary Easement does not convey any permanent rights to the City.

The City acknowledges that Grantor raises livestock and cattle, including aggressive breeds, on the Property and Grantor's adjacent property. At all times when the City's employees or contractors are present on the Property, the City will have temporary cattle fencing and gates in place to separate Grantor's livestock, cattle, and pets from the Temporary Easement and the City's employees and contractors. The City will be responsible for any harm or injury to persons and animals resulting from a failure of said fencing.

The City acknowledges that Grantor relies on two driveways for access to Grantor's property. These driveways are identified in **EXHIBIT "B"** attached hereto. The City will not block or otherwise prohibit vehicular access to these driveways during the term of the Temporary Easement.

This conveyance is made in lieu of and under threat of condemnation. This grant is made by Grantor and accepted by the City, subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the property and are presently of record in the official Public Records of the County in which the property is located, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Temporary Easement is granted by Grantor with no warranty as to title, "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE CITY WITH RESPECT TO THE CONDITION OF THE TEMPORARY EASEMENT AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY AND THE TEMPORARY EASEMENT ARE OR WILL BE SUITABLE FOR THE CITY'S INTENDED PURPOSES.

GRANTOR does hereby bind herself, her respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Property and all related rights unto the City, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

Executed on _____, 2026.

(Signature page follows)

GRANTOR:

Karmen Townsend

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared _____, 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.

Given under my hand and seal of office this _____ day of _____ 2026.

(Personalized Seal)

Notary Public's Signature

GRANTEE:

The City of Bastrop, Texas

By: Sylvia Carrillo, its City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared Sylvia Carrillo, in her capacity as City Manager for the City of Bastrop, Texas, 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.

Given under my hand and seal of office this _____ day of _____ 2026.

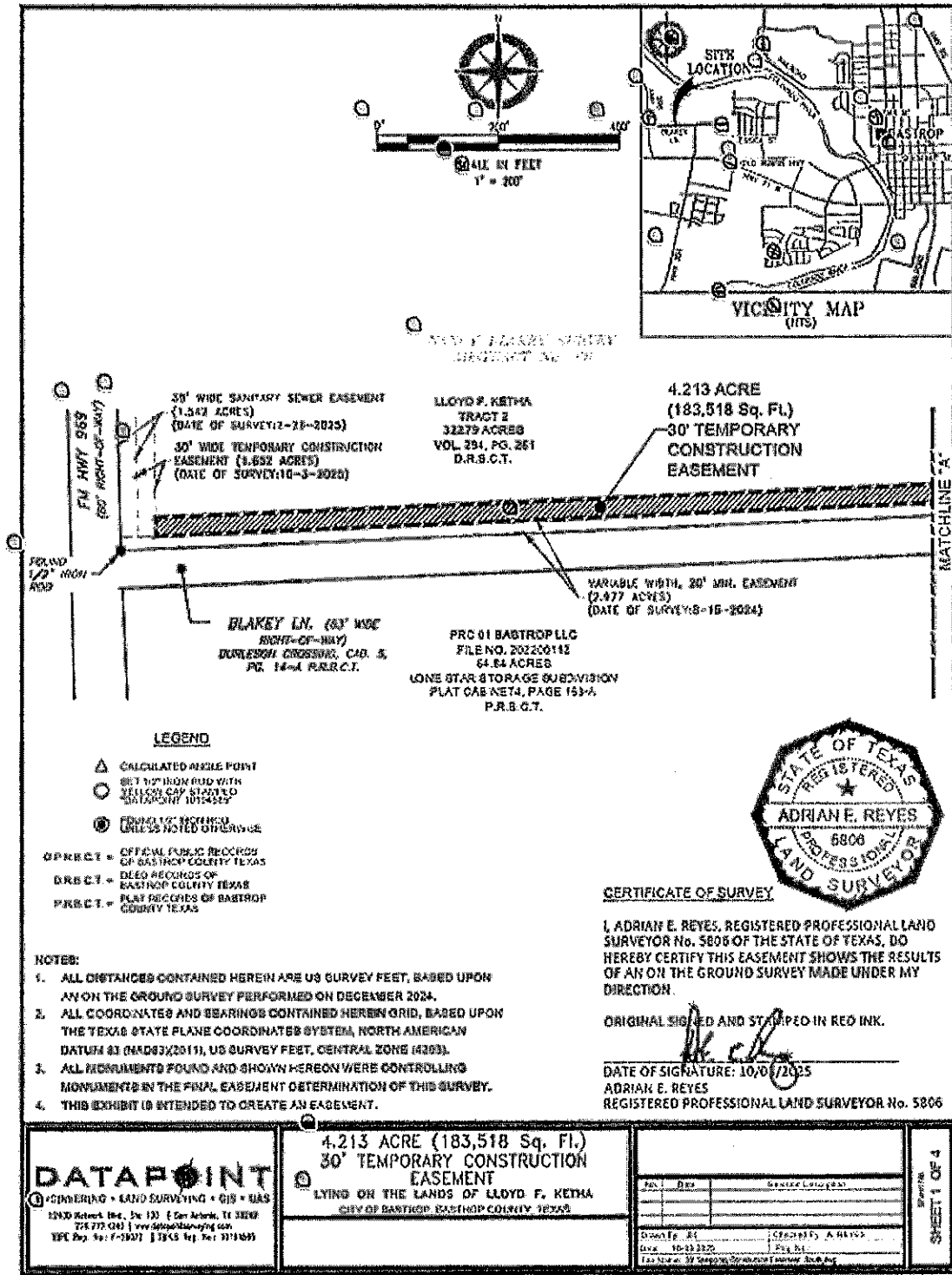
(Personalized Seal)

Notary Public's Signature

AFTER RECORDING, RETURN TO THE CITY OF BASTROP:

1311 Chestnut Street | Bastrop, Texas 78602

EXHIBIT A, pg. 1/3



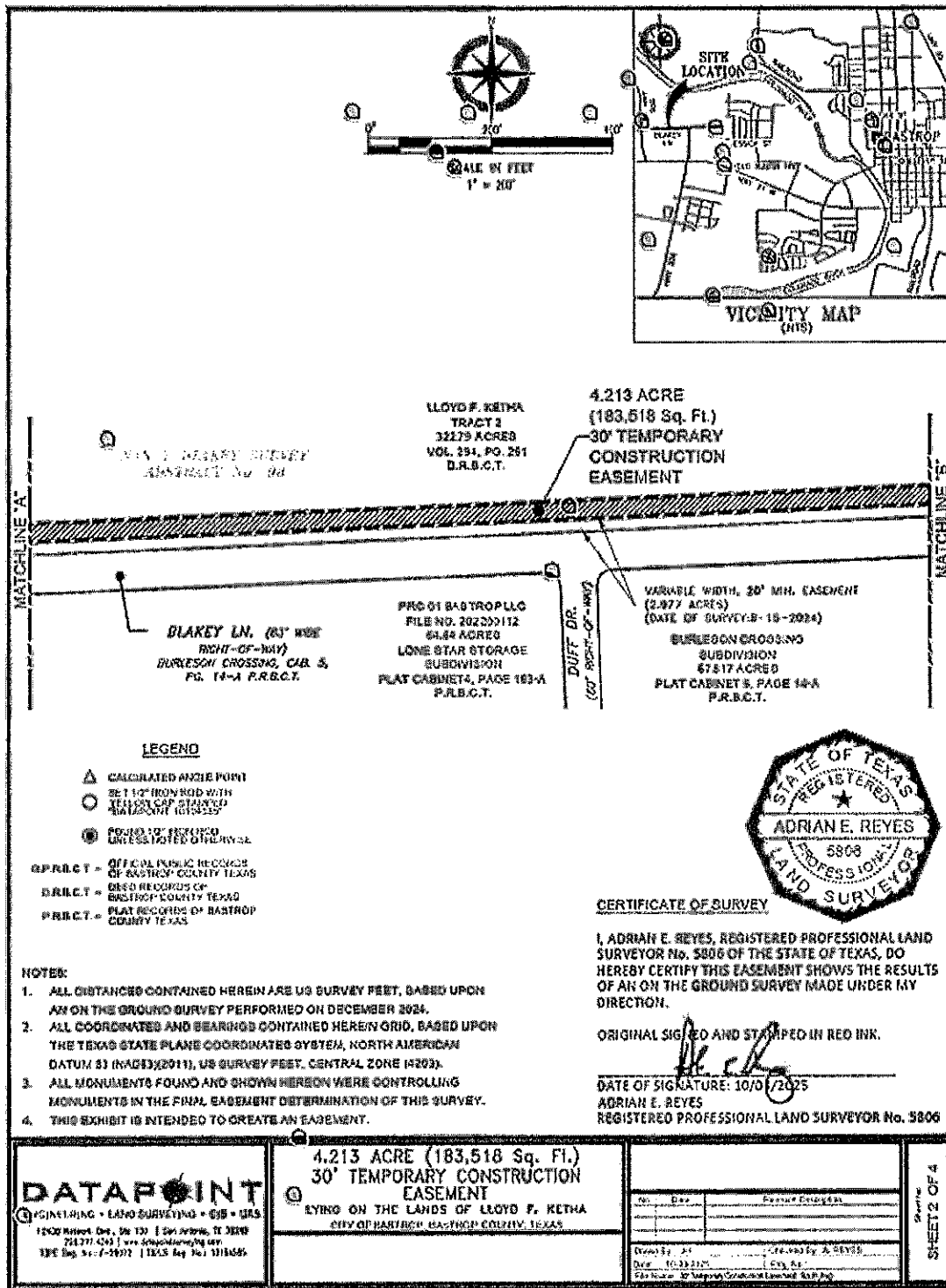




EXHIBIT B

Exhibit D



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.

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS
COUNTY OF BASTROP

§
§
§

Karmen Townsend, whose mailing address is 245 Duff Drive, Bastrop, Texas 78602 (called "**Grantor**", whether one or more), in consideration of the sum of \$10.00 to Grantor, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Bastrop, Texas, a home rule municipality situated in the County of Bastrop, State of Texas, whose address is 1311 Chestnut Street, Bastrop, Texas 78602, Attn: Sylvia Carrillo, City Manager (the "**City**"), non-exclusive temporary construction easements (collectively referred to as the "Temporary Easement") upon, beneath, and across the following two properties:

1. **Parcel 1:** That certain tract of land consisting of approximately 1.360 acres and as described on the attached **EXHIBIT "A,"** and made a part hereof for all purposes;
2. **Parcel 2:** That certain tract of land consisting of approximately 4.213 acres and as described on the attached **EXHIBIT "B,"** and made a part hereof for all purposes.

(Parcels 1 and 2 collectively referred to as the "Property").

TO HAVE AND TO HOLD the same during the effective term of this Temporary Easement to the City, its successors and assigns, together with the right and privilege during the effective term to perform construction activities, including the staging of materials and the storage of equipment and machinery necessary or incidental thereto, in order to facilitate the construction of water lines as described in that Water Utility Easement Agreement between Grantor and City as Grantee dated _____ and recorded in the Official Public Records of Bastrop County as Document No. _____; and all necessary access thereto; upon the condition that the City will, after doing any work related to said construction, repair and restore the Property and any improvements located thereon, including all fencing and gates, to a like or better condition than existed prior to construction. If any of Grantor's trees, bushes, or other landscaping other than groundcover are within the Temporary Easement, the City will only be obligated to restore or replace such landscaping with groundcover.

This Temporary Easement commences upon the date of Grantor's signature to this document ("Commencement Date") and terminates 180 days thereafter (the "Termination Date"). This Temporary Easement automatically terminates on the Termination Date and becomes null and void. The City, its successors, and assigns, have no further rights hereunder. No written release by the City is required or necessary. This Temporary Easement does not convey to the City any right to use Grantor's property adjacent to the Temporary Easement. This Temporary Easement does not convey any permanent rights to the City.

The City acknowledges that Grantor raises livestock and cattle, including aggressive breeds, on the Property and Grantor's adjacent property. At all times when the City's employees or contractors are present on the Property, the City will have temporary cattle fencing and gates in place to separate Grantor's livestock, cattle, and pets from the Temporary Easement and the City's employees and

contractors. The City will be responsible for any harm or injury to persons and animals resulting from a failure of said fencing.

The City acknowledges that Grantor relies on two driveways for access to Grantor's property. These driveways are identified in **EXHIBIT "C"** attached hereto. The City will not block or otherwise prohibit vehicular access to these driveways during the term of the Temporary Easement.

This conveyance is made in lieu of and under threat of condemnation. This grant is made by Grantor and accepted by the City, subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the property and are presently of record in the official Public Records of the County in which the property is located, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Temporary Easement is granted by Grantor with no warranty as to title, "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE CITY WITH RESPECT TO THE CONDITION OF THE TEMPORARY EASEMENT AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY AND THE TEMPORARY EASEMENT ARE OR WILL BE SUITABLE FOR THE CITY'S INTENDED PURPOSES.

GRANTOR does hereby bind herself, her respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Property and all related rights unto the City, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

Executed on _____, 2026.

(Signature page follows)

GRANTOR:

Karmen Townsend

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared _____, 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.

Given under my hand and seal of office this _____ day of _____ 2026.

(Personalized Seal)

Notary Public's Signature

GRANTEE:

The City of Bastrop, Texas

By: Sylvia Carrillo, its City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared Sylvia Carrillo, in her capacity as City Manager for the City of Bastrop, Texas, 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.

Given under my hand and seal of office this _____ day of _____ 2026.

(Personalized Seal)

Notary Public's Signature

AFTER RECORDING, RETURN TO THE CITY OF BASTROP:

1311 Chestnut Street | Bastrop, Texas 78602

EXHIBIT A

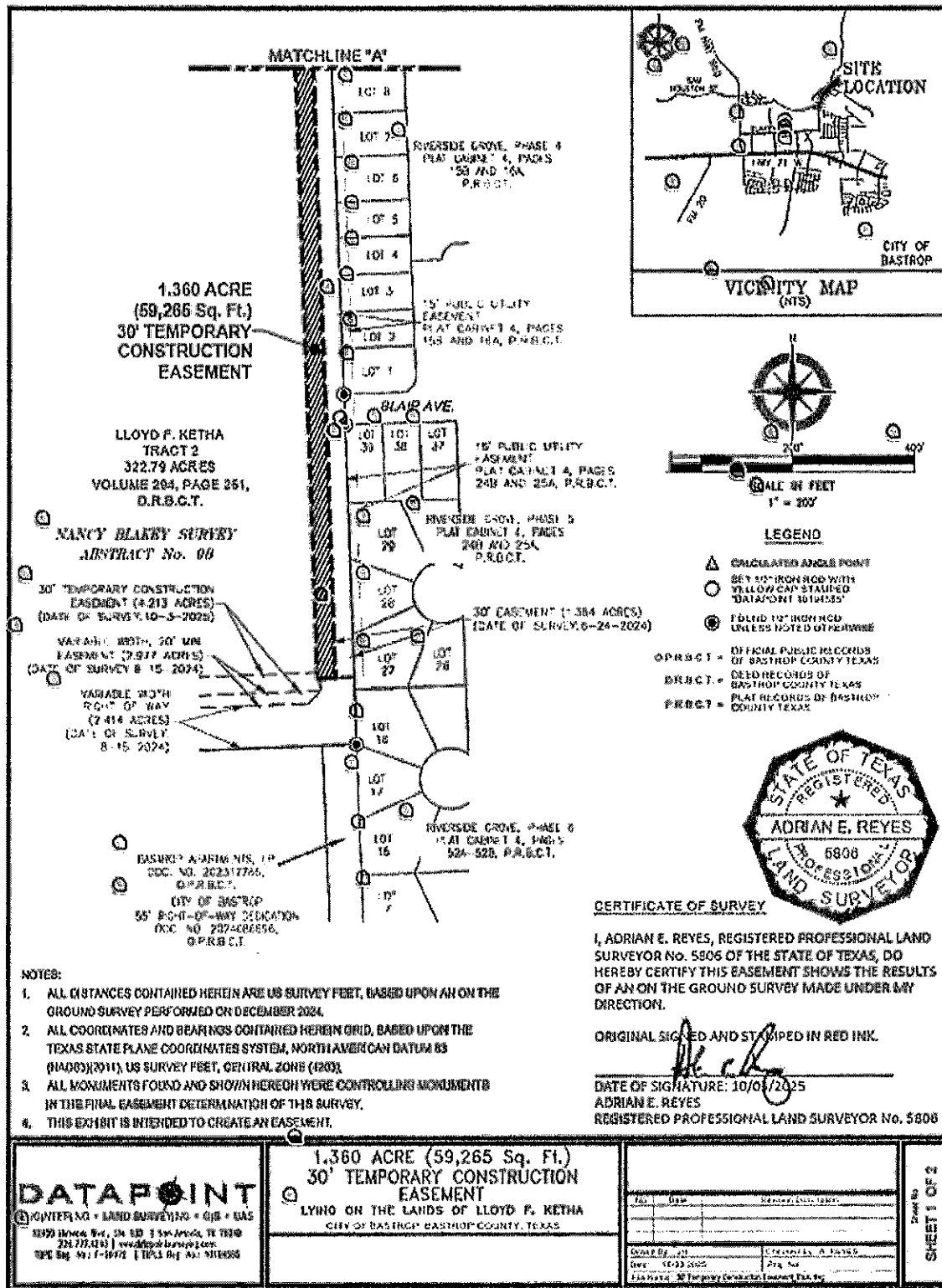


EXHIBIT B, pg. 1/4

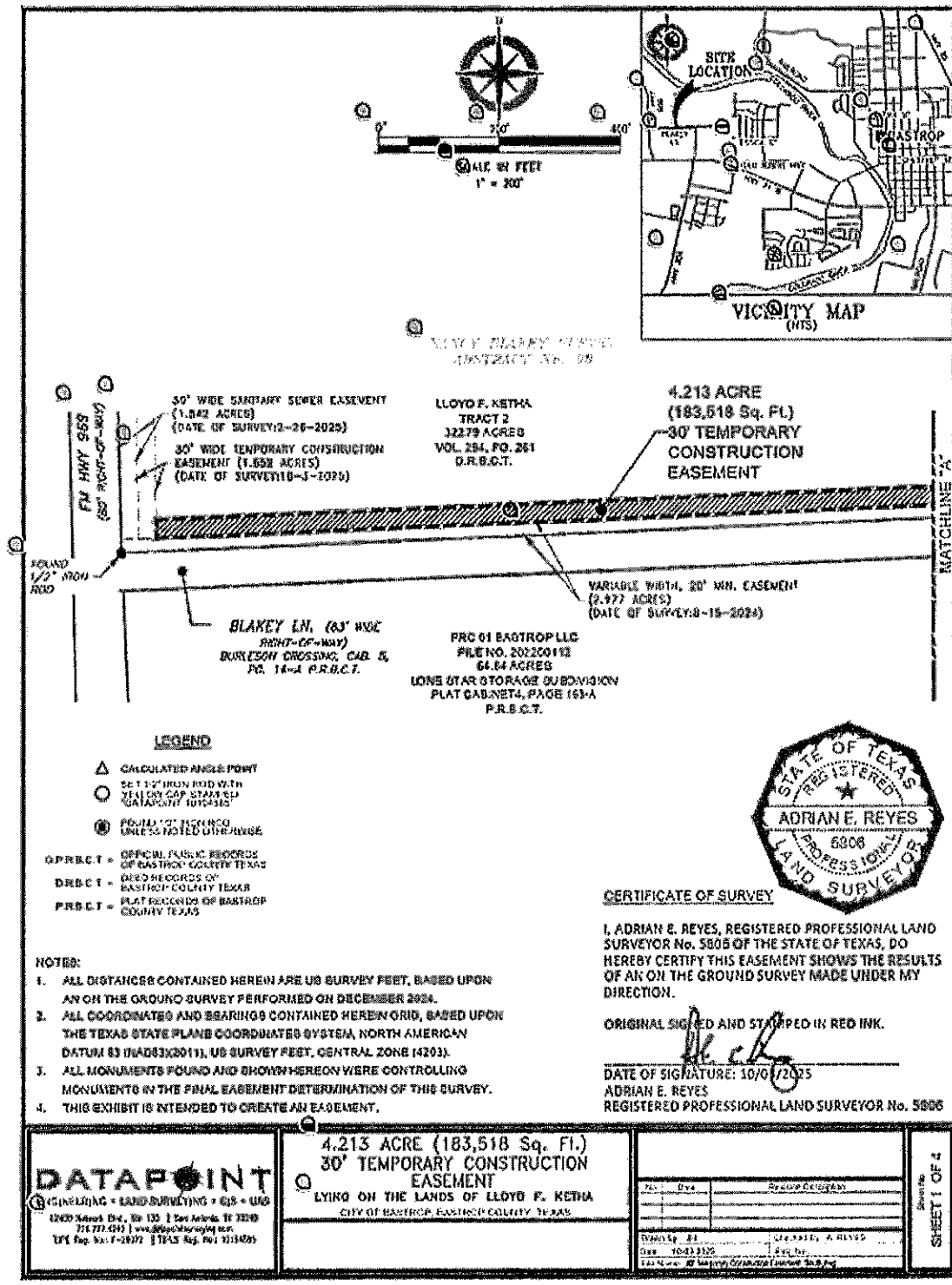


EXHIBIT B, pg. 2/4

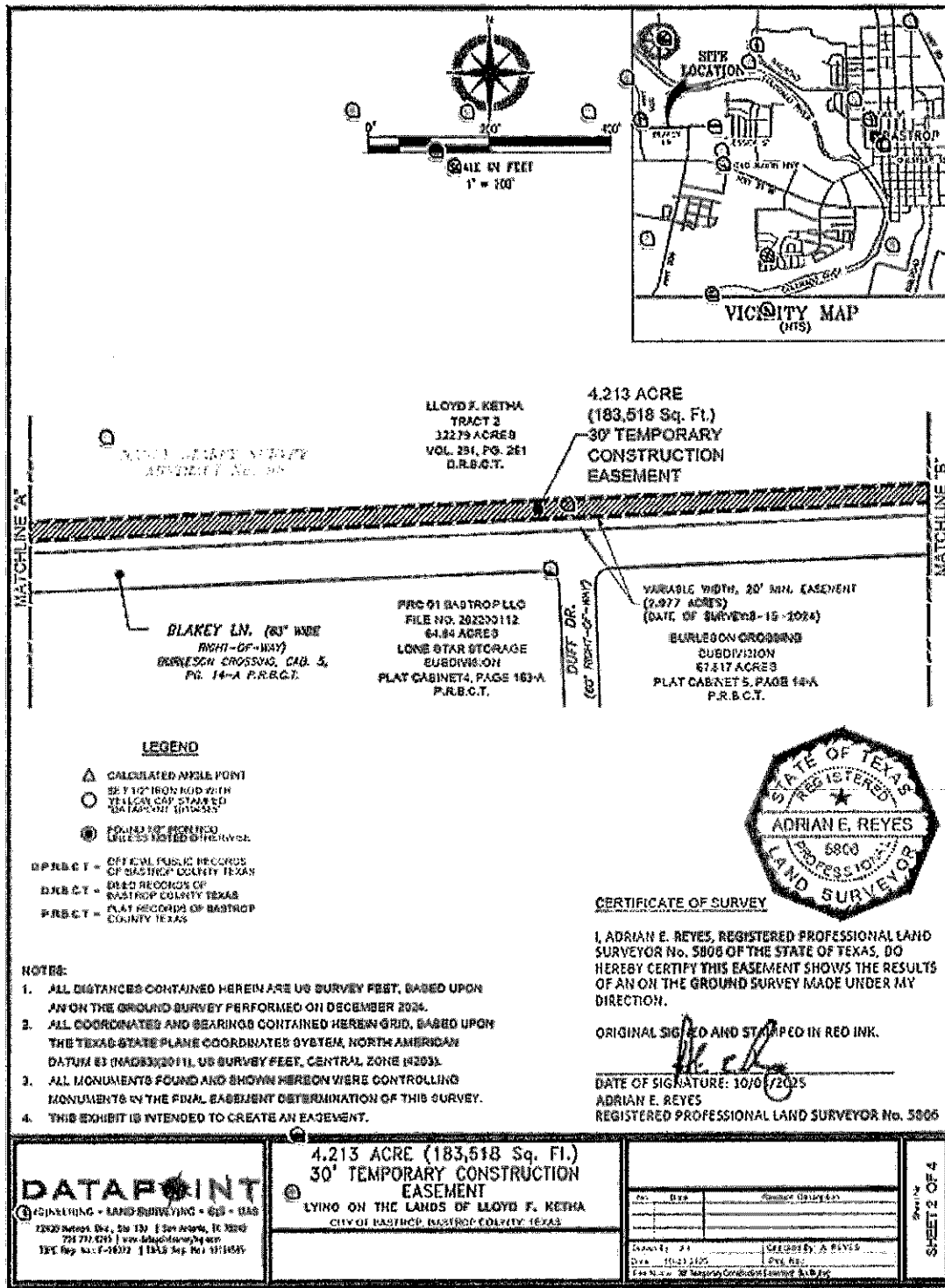
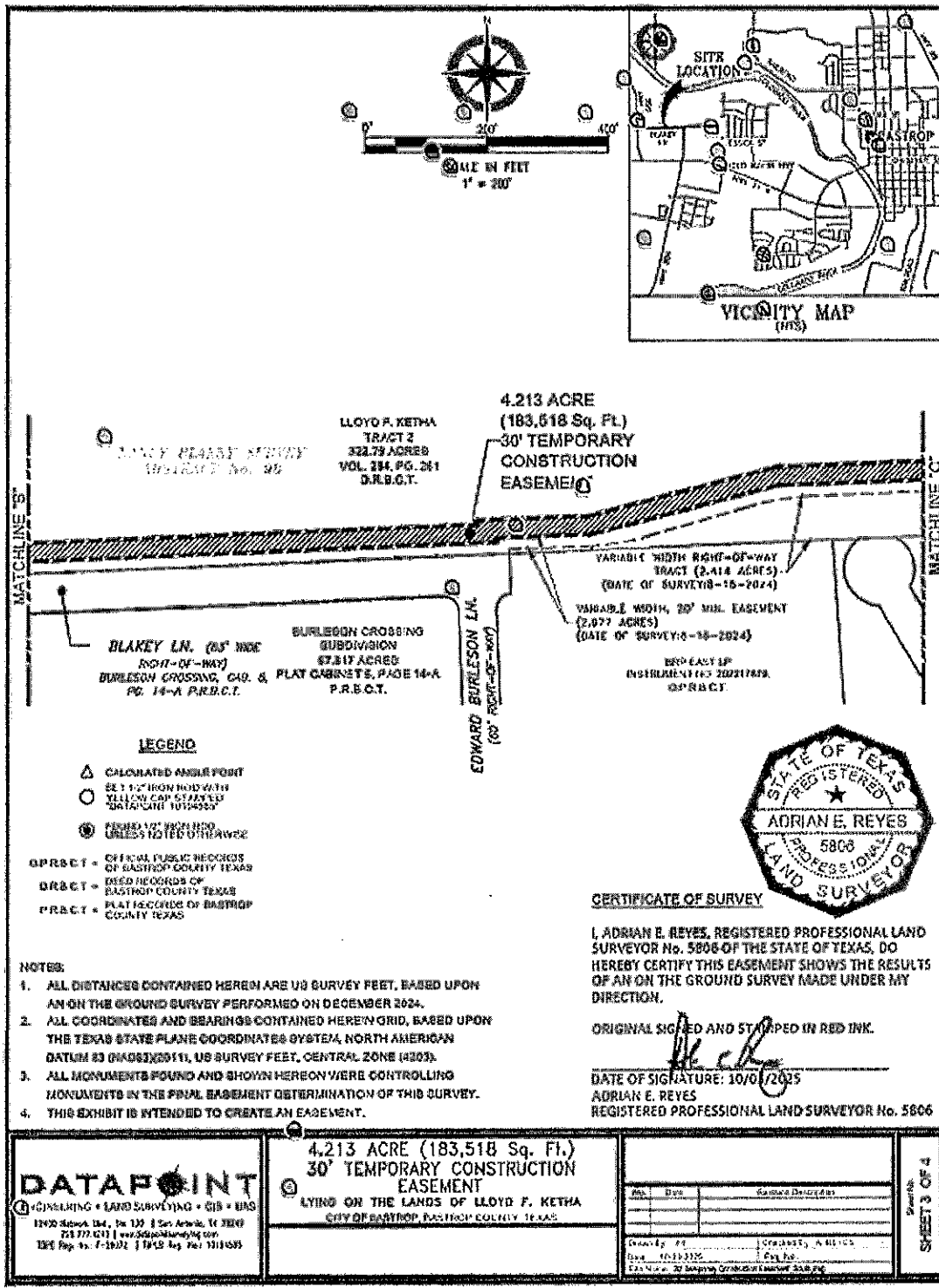


EXHIBIT B, pg. 3/4



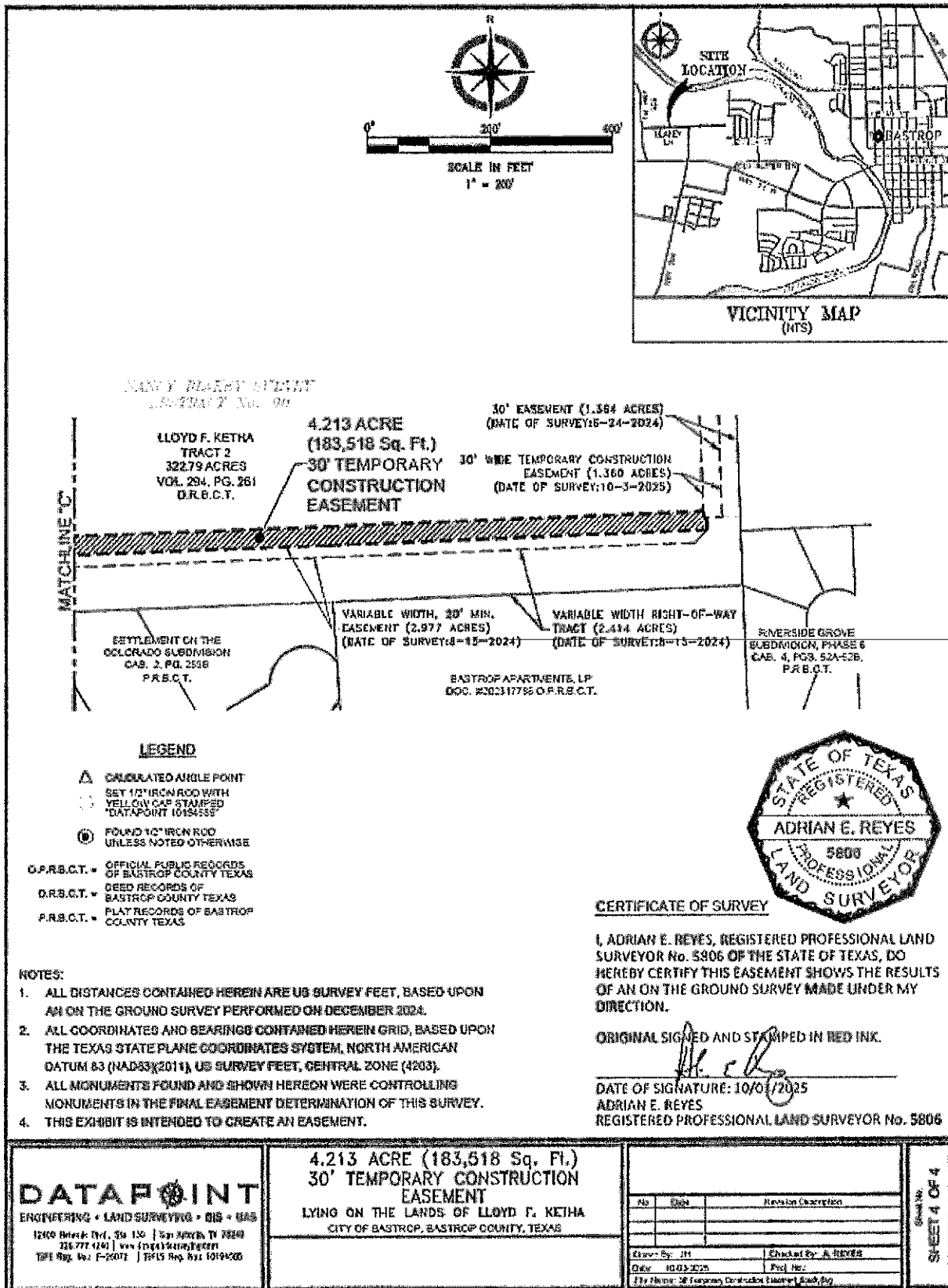
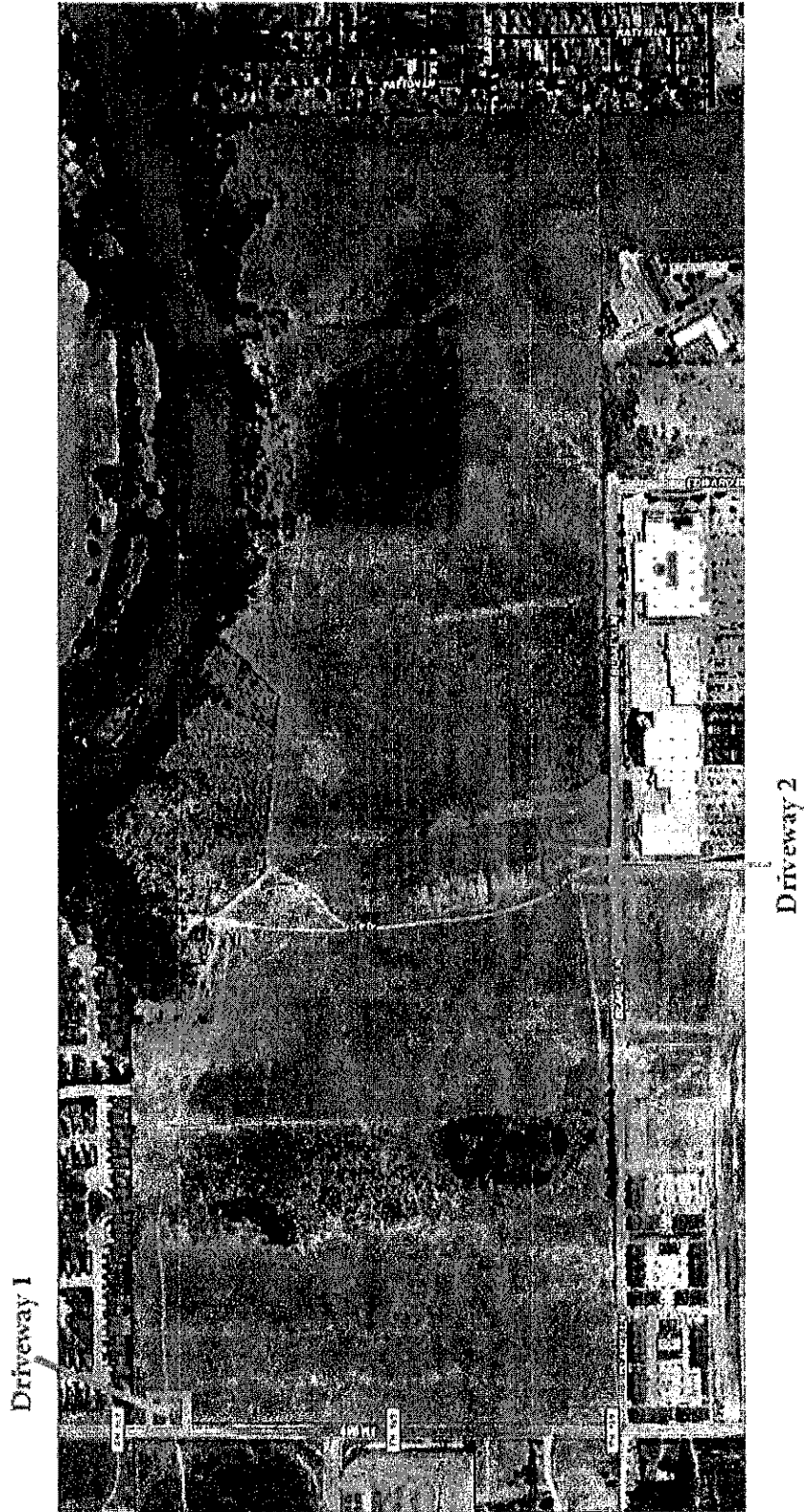


EXHIBIT C

Exhibit E



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.

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

Karmen Townsend, whose mailing address is 245 Duff Drive, Bastrop, Texas 78602 (called "**Grantor**", whether one or more), in consideration of the sum of \$10.00 to Grantor, the receipt of which is acknowledged, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the City of Bastrop, Texas, a home rule municipality situated in the County of Bastrop, State of Texas, whose address is 1311 Chestnut Street, Bastrop, Texas 78602, Attn: Sylvia Carrillo, City Manager (the "City"), non-exclusive temporary construction easements (collectively referred to as the "Temporary Easement") upon, beneath, and across the following three properties:

1. **Parcel 1:** That certain tract of land consisting of approximately 1.360 acres and as described on the attached **EXHIBIT "A,"** and made a part hereof for all purposes;
2. **Parcel 2:** That certain tract of land consisting of approximately 1.652 acres and as described on the attached **EXHIBIT "B,"** and made a part hereof for all purposes; and
3. **Parcel 3:** That certain tract of land consisting of approximately 4.213 acres and as described on the attached **EXHIBIT "C,"** and made a part hereof for all purposes.

(Parcels 1, 2, and 3 collectively referred to as the "Property").

TO HAVE AND TO HOLD the same during the effective term of this Temporary Easement to the City, its successors and assigns, together with the right and privilege during the effective term to perform construction activities, including the staging of materials and the storage of equipment and machinery necessary or incidental thereto, in order to facilitate the construction of wastewater lines as described by that Wastewater Utility Easement Agreement between Grantor and City as Grantee dated _____ and recorded in the Official Public Records of Bastrop County as Document No. _____; and all necessary access thereto; upon the condition that the City will, after doing any work related to said construction, repair and restore the Property and any improvements located thereon, including all fencing and gates, to a like or better condition than existed prior to construction. If any of Grantor's trees, bushes, or other landscaping other than groundcover are within the Temporary Easement, the City will only be obligated to restore or replace such landscaping with groundcover.

This Temporary Easement commences upon the date of Grantor's signature to this document ("Commencement Date") and terminates 180 days thereafter (the "Termination Date"). This Temporary Easement automatically terminates on the Termination Date and becomes null and void. The City, its successors, and assigns, have no further rights hereunder. No written release by the City is required or necessary. This Temporary Easement does not convey to the City any right to use Grantor's property adjacent to the Temporary Easement. This Temporary Easement does not convey any permanent rights to the City.

The City acknowledges that Grantor raises livestock and cattle, including aggressive breeds, on the Property and Grantor's adjacent property. At all times when the City's employees or contractors are present on the Property, the City will have temporary cattle fencing and gates in place to separate Grantor's livestock, cattle, and pets from the Temporary Easement and the City's employees and

Exhibit F

contractors. The City will be responsible for any harm or injury to persons and animals resulting from a failure of said fencing.

The City acknowledges that Grantor relies on two driveways for access to Grantor's property. These driveways are identified in **EXHIBIT "D"** attached hereto. The City will not block or otherwise prohibit vehicular access to these driveways during the term of the Temporary Easement.

This conveyance is made in lieu of and under threat of condemnation. This grant is made by Grantor and accepted by the City, subject to the following:

- a. Visible and apparent easements not appearing of record.
- b. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show.
- c. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the property and are presently of record in the official Public Records of the County in which the property is located, but only to the extent that said items are still valid and in force and effect at this time.
- d. The Temporary Easement is granted by Grantor with no warranty as to title, "AS-IS", "WHERE-IS" and WITH ALL FAULTS. THE CITY ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ADEQUATE ACCESS TO GRANTOR'S PROPERTY AND TIME TO CONDUCT ITS OWN INSPECTIONS AND THAT GRANTOR HAS NOT MADE NOR WILL MAKE ANY REPRESENTATION OR WARRANTY TO THE CITY WITH RESPECT TO THE CONDITION OF THE TEMPORARY EASEMENT AND/OR GRANTOR'S REMAINING PROPERTY, OR ACCESS THERETO, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND THAT GRANTOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT GRANTOR'S PROPERTY AND THE TEMPORARY EASEMENT ARE OR WILL BE SUITABLE FOR THE CITY'S INTENDED PURPOSES.

GRANTOR does hereby bind herself, her respective heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Property and all related rights unto the City, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise.

Executed on _____, 2026.

(Signature page follows)

GRANTOR:

Karmen Townsend

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared _____,
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.

Given under my hand and seal of office this _____ day of _____ 2026.

(Personalized Seal)

Notary Public's Signature

GRANTEE:

The City of Bastrop, Texas

By: Sylvia Carrillo, its City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared Sylvia Carrillo, in her capacity as
City Manager for the City of Bastrop, Texas, 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.

Given under my hand and seal of office this _____ day of _____ 2026.

(Personalized Seal)

Notary Public's Signature

AFTER RECORDING, RETURN TO THE CITY OF BASTROP:

1311 Chestnut Street | Bastrop, Texas 78602

EXHIBIT A

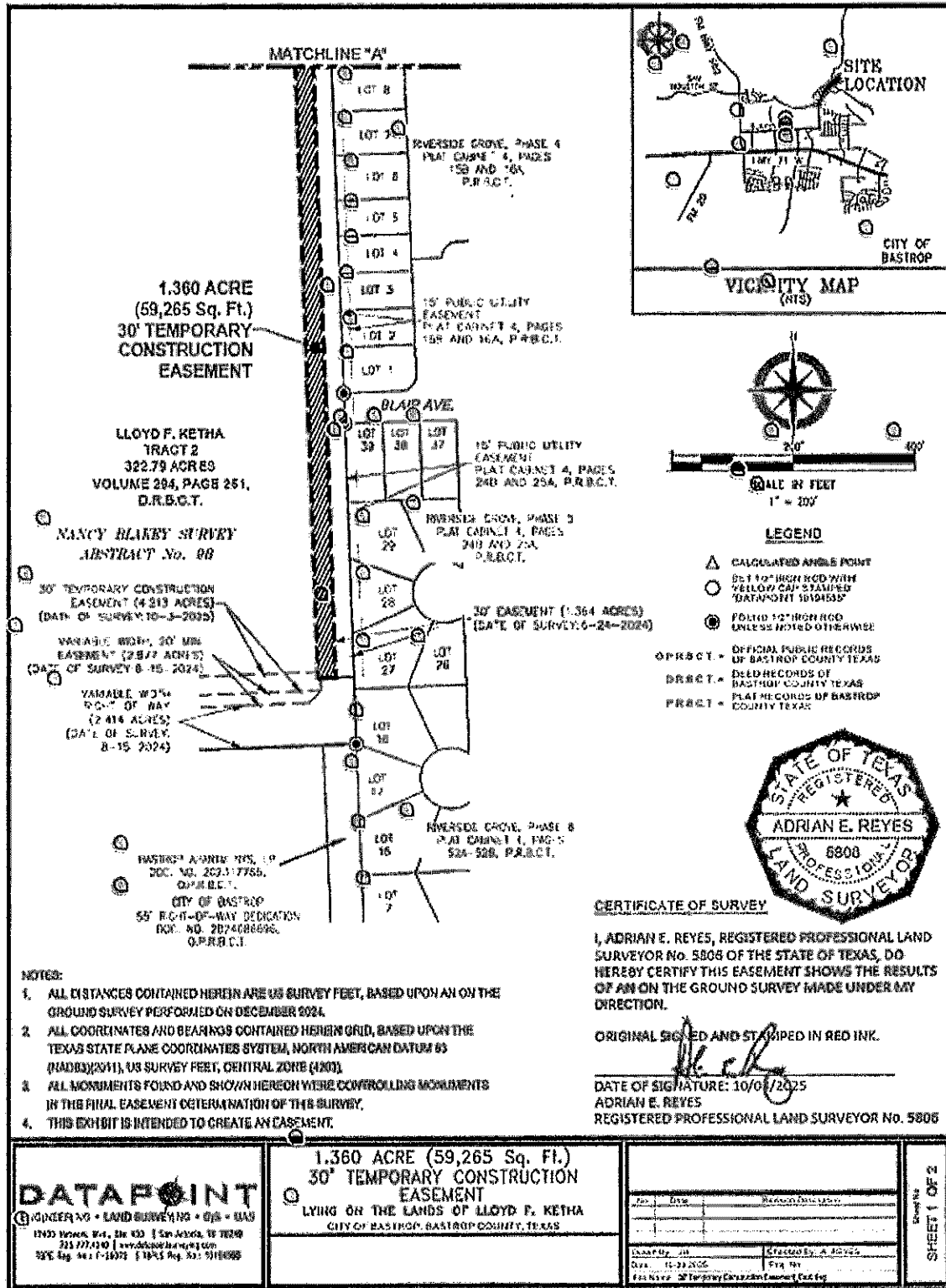
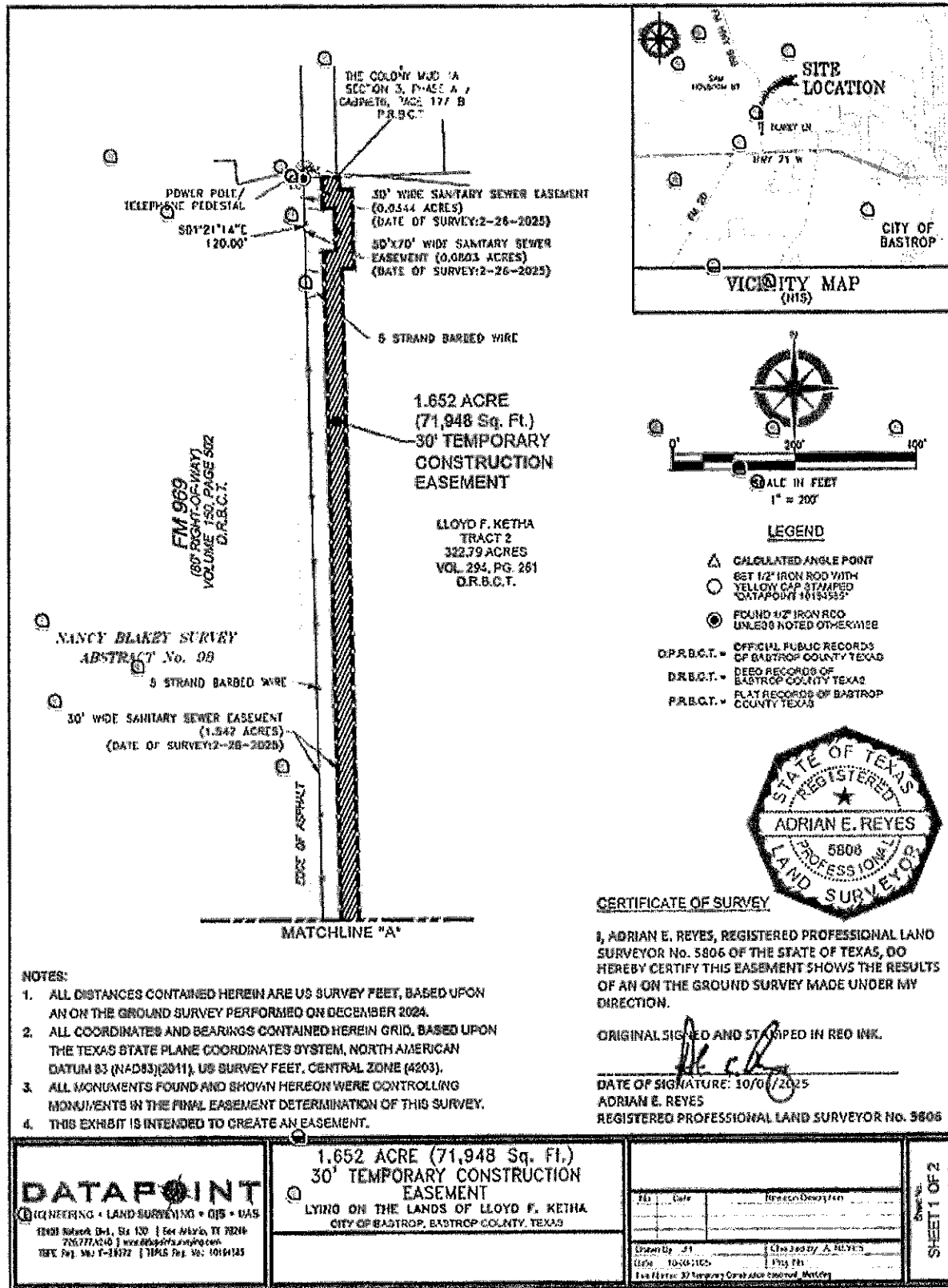
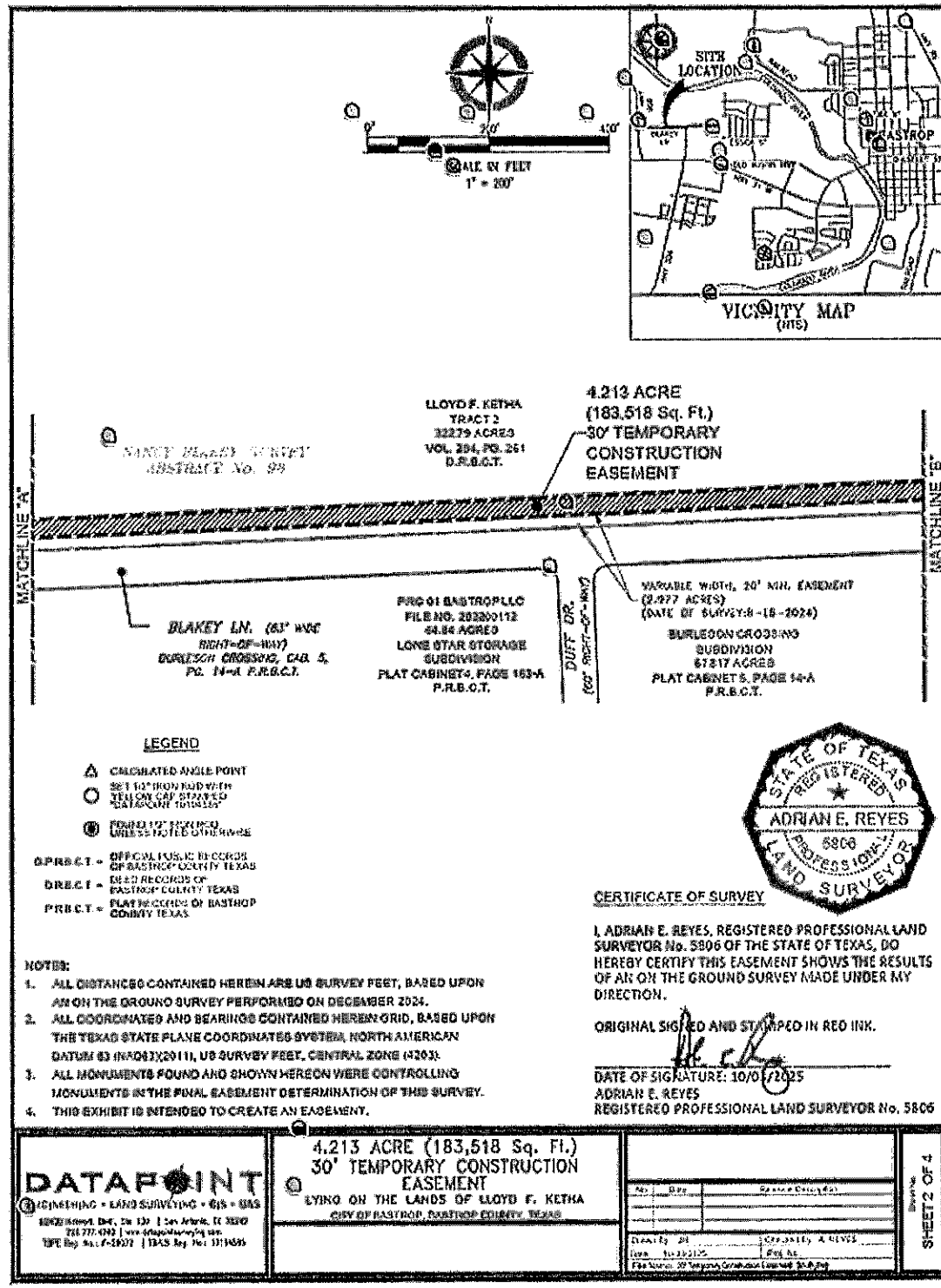


EXHIBIT B







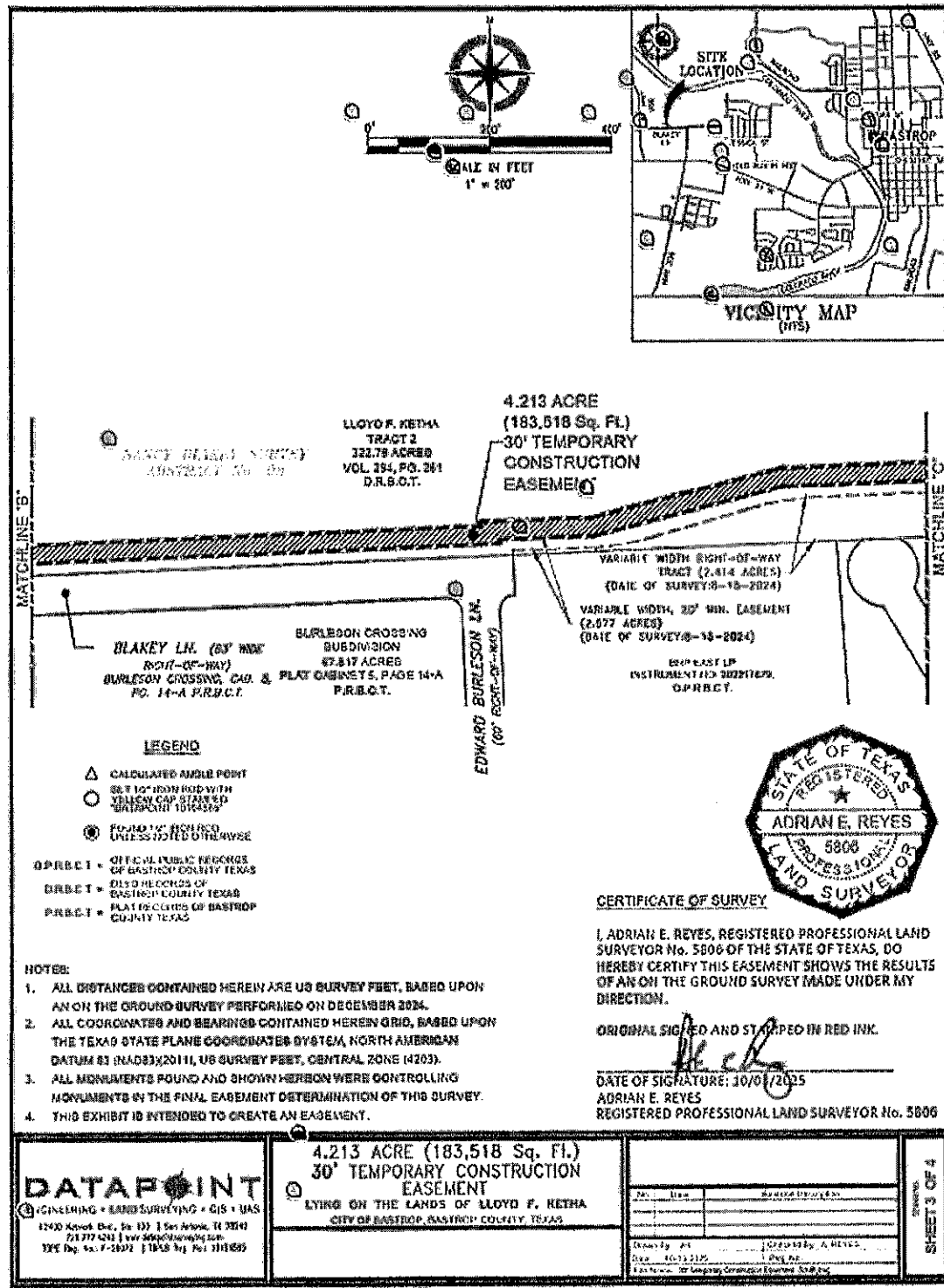


EXHIBIT D



AMENDMENT TO PURCHASE AGREEMENT IN LIEU OF CONDEMNATION

Purchase Agreement in Lieu of Condemnation (the "Purchase Agreement")

Date: February 12, 2026
Seller: Karmen Townsend
Buyer: City of Bastrop
Consideration: \$836,610.00
Title Company: Old Republic Title
Kim Selsor
242 W. Sunset, Ste. 201
San Antonio, TX 78209

Seller and Buyer request that Title Company issue an owner's title policy in the amount of \$315,426.00, insuring title to the property described in Exhibit "A", to be paid by Buyer.

Seller and Buyer do not require title insurance on the remaining property being purchased in the Purchase Agreement.

\$315,426.00 of the purchase price will be escrowed through Old Republic Title in connection with the issuance of the owner's title policy on the property described in Exhibit "A".

\$521,184.00 will be escrowed through BairdLaw, PLLC in connection with the purchase funds not connected to issuance of an owner's title policy.

Seller:


Karmen Townsend

Buyer:

City of Bastrop

By:

Andres Rosales, Assistant City Manager

AMENDMENT TO PURCHASE AGREEMENT IN LIEU OF CONDEMNATION

Purchase Agreement in Lieu of Condemnation (the "Purchase Agreement")

Date: February 12, 2026
Seller: Karmen Townsend
Buyer: City of Bastrop
Consideration: \$836,610.00
Title Company: Old Republic Title
Kim Selsor
242 W. Sunset, Ste. 201
San Antonio, TX 78209

Seller and Buyer request that Title Company issue an owner's title policy in the amount of \$315,426.00, insuring title to the property described in Exhibit "A", to be paid by Buyer.

Seller and Buyer do not require title insurance on the remaining property being purchased in the Purchase Agreement.

\$315,426.00 of the purchase price will be escrowed through Old Republic Title in connection with the issuance of the owner's title policy on the property described in Exhibit "A".

\$521,184.00 will be escrowed through BairdLaw, PLLC in connection with the purchase funds not connected to issuance of an owner's title policy.

Seller:

Karmen Townsend

Buyer:

City of Bastrop

By:

Andres Rosales

~~Sylvia Carrillo, City Manager~~

Andres Rosales

Assistant City Manager