RESOLUTION NO. R-2019-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED TRANSFERRING 2.07 ACRES OF LAND IN LAKE BASTROP ACRES TO BASTROP COUNTY FOR USE AS PARK LAND IN CONSIDERATION OF TEN DOLLARS AND 00/100 CENTS ($10.00), AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council of the City of Bastrop, Texas wishes to assist other local government agencies with projects that are mutually beneficial to the community; and

WHEREAS, The City of Bastrop, Texas owns 2.07 acres of land in the Issac Harris Survey Abstract #38 in Bastrop County, Texas; and

WHEREAS, the property was a proposed well site for the City of Bastrop, but ultimately not used for that purpose due to the proximity of neighboring wells; and

WHEREAS, The City Council of the City of Bastrop, Texas believes the citizens of Bastrop County would benefit from park land in this area and wishes to deed the property to the County for this purpose.

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

Section 1: That the City Manager is hereby authorized to execute a Special Warranty Deed transferring 2.07 acres of property in the Issac Harris Survey Abstract #38 to Bastrop County in consideration of Ten Dollars ($10.00).

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 22nd day of October, 2019.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS )
) known all persons by these presents:
COUNTY OF BASTROP )

That the City of Bastrop, Texas, a home rule municipality of the State of Texas ("Grantor"), for Ten Dollars ($10.00) cash and valuable consideration to it in hand paid by Grantee herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto the County of Bastrop, Texas a political subdivision of the State of Texas, herein referred to as "Grantee", all of Grantor’s interest in and to the following described tract of land located in Bastrop County, Texas ("Property"):

THAT CERTAIN 2.07 ACRE REAL PROPERTY TRACT OF LAND OUT OF AND A PORTION OF A 142.635 ACRE TRACT IN THE ISAAC HARRIS SURVEY ABSTRACT #38 OF BASTROP COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE WARRANTY DEED AND WATERLINE EASEMENT AGREEMENT RECORDED IN VOLUME 596, PAGE 190 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND ASSIGNING ALL RIGHTS TO THE TWO WATERLINE EASEMENTS DESCRIBED IN SUCH WARRANTY DEED AND WATERLINE AGREEMENT, AND IN THE 2.14 ACRE PUBLIC UTILITY EASEMENT AGREEMENT RECORDED IN VOLUME 596, PAGE 184 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND THE RIGHT TO DRILL AND TEST FOR FRESH WATER AND OPTION TO PURCHASE REAL PROPERTY RECORDED IN VOLUME 589, PAGE 707 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, which easements are more particularly described in Exhibit A, attached hereto and incorporated into and made a part of this document for all purposes, and

Restrictions and Reservations from Exceptions to Conveyance and Warranty: None

Exceptions to Conveyance and Warranty:

All validly existing easements, rights-of-way and prescriptive rights, whether of record or not, all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than the Grantor, and other instruments, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in
area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and taxes, and all encumbrances, restrictions, easements and reservations of record in Bell County Clerk’s Office to the extent that they may be in effect and enforceable; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area. Ad valorem taxes attendant to the Property shall be assumed by the Grantee, if any.

“AS IS, WHERE IS: SALE. OWNER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING, AND SPECIFICALLY DISCLAIMS AND NEGATES ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES (EXPRESS OR IMPLIED) REGARDING THE PROPERTY WHETHER REGARDING ENVIRONMENTAL MATTERS OR OTHERWISE, GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY “AS IS, WHERE IS” WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.

TO HAVE AND TO HOLD the property together with all and singular the rights and appurtenances thereof in any way belonging to Grantee, Grantee’s successors and assigns forever. This conveyance is made WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, and the Property is conveyed to Grantee in as “AS-IS” condition, with all faults.

EXECUTED this 22nd day of January, 2021

Grantor:

By: ____________________________

Its: City Manager
ACKNOWLEDGEMENT

STATE OF TEXAS  )
COUNTY OF BASTROP  )
SS  )

The foregoing instrument was sworn to and acknowledged before me, on the 22nd day of January 2021, by Paul A. Hofmann, as authorized signer for the City of Bastrop, a home rule municipality in the State of Texas.

[Signature]
Notary Public

My Commission Expires: 10-14-21
WARRANTY DEED AND
WATERLINE EASEMENT AGREEMENT

THE STATE OF TEXAS
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Hubert L.
Linnenger, and wife, Anita Kay Linnenger, of P.O. Box 669,
Bastrop, County of Bastrop, and State of Texas, hereinafter called
Grantor (whether one or more), for and in consideration of the sum
of Twelve Thousand Five Hundred Dollars ($12,500.00) and other good
and valuable consideration in hand paid, the receipt and
sufficiency of which is hereby acknowledged, do hereby GRANT,
BARGAIN, SELL and CONVEY unto The City of Bastrop, Texas, its
successors and assigns (hereinafter called Grantee), whose address
is 904 Main Street, P.O. Box 427, Bastrop, Bastrop County, Texas
78602, the fee simple interest in the following described 2.07 acre
tract of land located in Bastrop County, Texas, as more fully
described by metes and bounds in Exhibit "A" attached hereto and
made a part hereof; and, in addition, do GRANT, SELL, AND CONVEY
unto said Grantee two (2) waterline easements across the following
described 142.6 acre tract of land located in Bastrop County, Texas
for the purposes set out below said easements across the 142.6
acre tract being more particularly described by metes and bounds in
Exhibit "B" attached hereto and made a part hereof.

Said waterline easements being a 15 foot wide and a 20 foot
wide easement for waterline purposes in connection with the
proposed City well site to be located upon the said 2.07 acre
parcel out of the said 142.6 acre tract to be used to transport
water from said 2.07 acre site to the City of Bastrop facilities.

In addition to the said 15 and 20 foot wide permanent
waterline easements, Grantee shall have the temporary use of a 20
foot wide temporary working space easement located adjacent to the
northern boundary of the 20 foot waterline easement described above
and adjacent to the eastern boundary of the 15 foot waterline
easement, and being parallel to same for their entire length. Said

20 foot wide temporary working space easements to exist only during the construction and installation of waterlines to connect said well site to the city of Estrop facilities, and said temporary working space easements shall automatically expire and cease to exist upon the completion of such waterlines and associated facilities.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the easement rights herein granted, including, but without limiting the same to, construction, maintenance and reconstruction of water lines, the free right of ingress to and egress over and across said lands to and from any public or private right-of-way or easement. The Grantee shall have the right to assign this grant in whole or in part.

As further consideration for this easement agreement, the Grantee agrees that after any construction, reconstruction, or maintenance, Grantee shall, at its expense, restore Grantor's property to the same or similar condition in which it was found, and, further, to maintain the integrity of Grantor's fencing and gates so as to prevent loss of livestock during any construction or maintenance by Grantee.

TO HAVE AND TO HOLD the above described premises and easement rights, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee herein, their successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises and easement rights unto the Grantee herein, its successors and assigns, against every person whomever lawfully claiming, or to claim the same or any part thereof.

In testimony whereof, the parties hereto have executed this conveyance and Waterline Easement Agreement this the ___ day of _______ ________.
STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on this 10th day of December, 1972, by Robert L. Linnenger, for the purpose and consideration aforesaid.

[Signature]
Notary Public, State of Texas

Printed or typewritten name

My commission expires: 1-20-75

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on this 10th day of December, 1972, by Anita Kay Linnenger, for the purpose and consideration aforesaid.

[Signature]
Notary Public, State of Texas

Printed or typewritten name

My commission expires: 1-20-75

STATE OF TEXAS
COUNTY OF BASTROP

This instrument was acknowledged before me on this 10th day of December, 1972, by David Lock, Mayor of the City of Bastrop, for the purpose and consideration aforesaid.

[Signature]
Notary Public, State of Texas

Printed or typewritten name

My commission expires: 7-28-75
AFTER RECORDING RETURN TO GRANTOR:

City Secretary
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

Law enforcement
LEGAL DESCRIPTION: BEING 2.97 ACRES OF LAND LYING AND BEING SITUATED IN THE
ISAAC HARRIS SURVEY, ABSTRACT 91 OF BASTROP COUNTY, TEXAS AND BEING A
PORTION OF A CERTAIN CALLED 142.605 ACRE TRACT CONVEYED TO HUBERT L.
LINESBERGER BY DEED RECORDED IN VOLUME 172, PAGE 104 OF THE BASTROP
COUNTY DEED RECORDS; SAID 2.97 ACRE TRACT BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E.
GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN JULY 1980:

BEGINNING at an iron pipe found for the most northeasterly corner of said Linesberger tract
and the herein described tract;

THENCE S 11° 20' 21" W, 300.00 feet along the westerly right-of-way (60') line of Cool Water
Laneto an iron rod set for corner;

THENCE N 78° 02' 21" W, 300.00 feet to an iron rod set for corner;

THENCE N 11° 20' 01" E, 000.00 feet to an iron rod set for corner on the northerly line of said
Linesberger tract;

THENCE S 78° 02' 21" E, 200.00 feet along said line to the POINT OF BEGINNING and
containing 2.97 acres of land more or less.

Surveyed By:

James E. Garon
Registered Professional Land Surveyor

Job #5-141-09
PB 10/7/03 20/11 20/13

EXHIBIT A
LEGAL DESCRIPTION
FOR
20' WATERLINE EASEMENT
&
15' WATERLINE EASEMENT

BEING A 20 FOOT AND 15 FOOT STRIP OR PARCEL OF LAND LYING AND BEING SITUATED
IN THE I.O.A.A.S. SURVEY, ABSTRACT 59 OF BASTROP COUNTY, TEXAS AND BEING A
PORTION OF THAT CERTAIN CALLED 14.06 ACRES TRACT CONVEYED TO HUBERT L.
LINNEBERGER BY DEED RECORDED IN VOLUME 176 PAGE 104 OF THE BASTROP COUNTY
DEED RECORDS, SAID EASEMENT HAVING A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING from an iron pipe found on the westerly right-of-way of Cool Water Drive at the
northeastern corner of said Linneberger tract;

THENCE E 11° 16' 21" W, 200.00 feet along said line of Cool Water Drive and N 83° 03' 21" W,
173.16 to the POINT OF BEGINNING of the herein described centerline of said 20' easement;

THENCE E 41° 48' 06" W, 1,030.56 feet to a point for corner;

THENCE N 77° 16' 42" W, 108.42 feet to a point of non-tangent curvature to the left;

THENCE 411.02 feet along the arc of said curve to the left having central angle of 17° 01' 02"
and a radius of 1048.78 feet and a chord bearing N 88° 29' 35" W, 410.01 feet to a point of
non-tangency;

THENCE S 61° 46' 02" W, 226.37 feet to a point for corner being the termination of said 20'
easement and beginning of said 15' easement;

THENCE S 07° 08' 15" W, 2,037.09 feet along a line 7.50 feet east of and parallel to the east
right-of-way line of State Highway 83 to a point for corner;

THENCE N 23° 51' 49" W, 7.50 feet to a point for termination on the east right-of-way line of
State Highway 83 from which the southwest corner of said Linneberger tract bears S 07° 00'
15" W, 516.07 feet.

Prepared By: James L. Garon

COUNTY CLERK RECOMMENDATION TO FUND:"PARTITION OF LAND, PHASE II-10/18/89."

Filed 3/29/80

EXHIBIT A

[Signature]

Filed in Bastrop County, Texas

[Signature]

Exhibit A

[Signature]