

**RESOLUTION NO. 2020-64**

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A RIGHT OF ENTRY AGREEMENT WITH WILLIAM J. GRIESENBECK AND TANYA DIANE GRIESENBECK, FOR THE SOUTH SEGMENT WASTEWATER COLLECTION AND WASTEWATER TREATMENT PLANT PROJECT.**

**WHEREAS**, the City of Bastrop and the William J. and Tanya Diane Griesenbeck desire to enter into a possession and use agreement to allow the City to proceed with construction of the project prior to resolution and a final purchase price for the property; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to enter into this agreement.


**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:**

**Section 1:** The City Council hereby authorizes the Interim City Manager, or his designee, to sign a right of entry agreement on a form approved by the City Attorney substantially in the form attached as Exhibit 1, which is attached hereto and incorporated herein as if copied verbatim.

**Section 2:** This resolution shall be effective immediately upon adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 14th day of July 2020.


**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojórquez, City Attorney

*Exhibit "1"*

*Right of Entry Agreement for West Side Collection System Construction.  
(William J. Griesenbeck, Parcel 7S)*

*(see attachments that follow)*

*Exhibit "B"*

*Survey Plat*

*(William J. Griesenbeck, Parcel 7S)*

*(see attachments that follow)*

*Exhibit "C"*

*Possession and Use Agreement  
(William J. Griesenbeck, Parcel 7S)*

*(see attachments that follow)*

*Exhibit "D"*

*Griesenbeck Sketch of Buffer Area*

**AGREEMENT TO GRANT RIGHT OF ENTRY FOR  
SOUTH SEGMENT WASTEWATER SYSTEM AND  
WASTEWATER TREATMENT PLANT CONSTRUCTION**

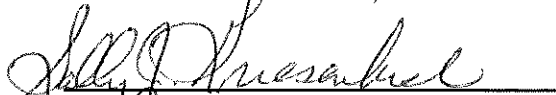
THIS AGREEMENT is made by and between William A. and Sally J. Griesenbeck, property owners in Bastrop County, Texas ("Grantors"), and City of Bastrop, Texas, a political subdivision of the State of Texas ("City").

1. The City is in the process of acquiring property for the expansion of the wastewater collection system for the City of Bastrop wastewater utility. Grantors own property located within the area designated by the City for the extension of the South Segment Wastewater Collection System and location of the Wastewater Treatment Plant ("Capital Improvements").
2. The Property to be acquired from Grantors is more fully described in Exhibits A, B, and C, and is needed by the City for construction of the Capital Improvements.
3. The City and Grantors have not agreed upon a final value for purchase of the Property.
4. The City has filed a petition in eminent domain, which is currently pending in Bastrop County.
5. In order for the City to proceed with bidding and construction of the Capital Improvements, the City has requested that Grantors grant a right-of-entry to the Property prior to final resolution on the value to be paid by the City for the Property.
6. Grantors, in consideration of the mutual agreements herein, agree to grant to the City right-of-entry upon, under, across and through the Property, through a Possession and Use Agreement in the form attached as Exhibit D ("PUA").
7. The City will pay to Grantors the amount of the City's appraised value upon granting of the PUA, specifically Five Hundred Eighty Thousand Two Hundred and Forty Dollars and No Cents (\$580,240.00). Grantors retain the right to seek additional compensation in a Commissioners' Hearing and trial.
8. Grantors desire to have the buffer area on the adjacent property owned by William J. Griesenbeck be designated as a buffer easement, rather than acquired in fee simple by the City (as designated on the map attached as Exhibit E, between the green and lines, "Buffer Area").
9. Grantors desire to use the Buffer Area for recreational and agricultural use only.
10. Grantors understand that the City's construction plans and permit for the Capital Improvements have been approved by the Texas Commission on Environmental Quality ("TCEQ") including anticipating acquisition of fee simple title to this Buffer Area.
11. The City agrees to use its best efforts to seek approval by TCEQ to move the fee simple acquisition line to the fence line (identified on Exhibit E as the green line) and for the Buffer Area to be acquired as a buffer easement in accordance with the form of easement required by TCEQ.
12. The City and Grantors agree to delay the Commissioners' Hearing on value of the Property until after a final decision is received from TCEQ on whether the Buffer Area can be acquired as a buffer easement, rather than as fee simple.
13. All exhibits are incorporated herein as if copied verbatim.
14. The mailing address of the Grantors is in care of their attorney, John McClish, Brady & Hamilton | Womack McClish, 1801 Lavaca, Suite 120, Austin, TX 78701. The mailing address of the Grantee is City of Bastrop, P.O. Box 427, Bastrop, Texas 78602.

SIGNED this 28 day of July, 2020.

**GRANTORS:**

  
\_\_\_\_\_  
William A. Griesenbeck

  
\_\_\_\_\_  
Sally J. Griesenbeck

**CITY:**

By:   
\_\_\_\_\_  
Trey Job, Interim City Manager

Attest:   
\_\_\_\_\_  
Ann Franklin, City Secretary

# EXHIBIT A

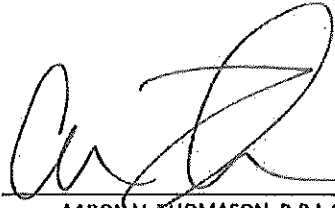
8.416 ACRES  
MOZEA ROUSSEAU SURVEY  
ABSTRACT NUMBER 56  
BASTROP COUNTY, TX

THENCE, over and across said 101.97 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) N00°26'14"W, a distance of 436.31 feet to a capped 1/2 inch Iron rod set stamped "CBD SETSTONE" in the southwest line of said 1.509 acre easement, for the northernmost corner of the herein described tract of land, and
- 2) S51°57'43"E, with the southwest line of said 1.509 acre easement, a distance of 265.97 feet to the POINT OF BEGINNING and containing 1.441 acres of land.

TRACT 1 = 6.975 ACRES  
TRACT 2 = 1.441 ACRES  
TOTAL = 8.416 ACRES

Surveyed by:



25602020

AARON V. THOMASON, R.P.L.S. NO. 6214  
*Carlson, Brigrance and Doering, Inc.*  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160 Fax: 512-280-5165  
[aaron@cbdeng.com](mailto:aaron@cbdeng.com)



BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203), NAD83

## EXHIBIT B

2.864 ACRES  
MOZEA ROUSSEAU SURVEY  
ABSTRACT NUMBER 56  
BASTROP COUNTY, TX

### FIELD NOTES

**BEING ALL OF THAT CERTAIN 2.864 ACRE TRACT OF LAND SITUATED IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NUMBER 56, BASTROP COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 101.97 ACRE TRACT OF LAND CONVEYED TO WILLIAM GRIESENBECK IN VOLUME 690, PAGE 598, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO WILLIAM GRIESENBECK IN VOLUME 323, PAGE 186, DEED RECORDS OF BASTROP COUNTY, TEXAS, SAID 2.864 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING**, at a 1/2 inch iron rod found at the northernmost corner of a called 26.491 acre tract of land conveyed to The City of Bastrop in Volume 1414, Page 790, Official Public Records of Bastrop County, Texas, being at the easternmost corner of a called 1.509 acre, 80' Ingress, Egress, and Public Utility Easement, recorded in Volume 1414, Page 790, Official Public Records of Bastrop County, Texas, for the **POINT OF COMMENCEMENT**,

**THENCE**, N51°57'43"W, with the northeast line of said 1.509 acre easement, and over and across said 101.97 acre tract, a distance of 408.37 feet to a calculated point for a southwest corner and the **POINT OF BEGINNING** of the herein described tract,

**THENCE**, N51°57'43"W, with the northeast line of said 1.509 acre easement and continuing over and across said 101.97 acre tract, a distance of 402.13 feet to a calculated point at the northernmost corner of said 1.509 acre easement, being in the northwest line of said 101.97 acre tract, same being in the southeast line of Highway 304 (120' R.O.W.), for the westernmost corner of the herein described tract of land,

**THENCE**, with the northwest line of said 101.97 acre tract, the northwest line of said 10.00 acre tract, and the southeast line of said Highway 304, the following two (2) courses and distances, numbered 1 and 2,

- 1) N38°02'15"E, a distance of 653.85 feet to a calculated point for corner, being at the beginning of a curve to the left, from which a TXDOT concrete monument found in the northwest line of said Highway 304, bears N52°00'29"W, a distance of 120.00 feet, and
- 2) Along said curve to the left, having a radius of 2351.90 feet, an arc length of 130.34 feet and a chord that bears N36°24'15"E, a distance of 130.32 feet to a calculated point in the northwest line of said 10.00 acre tract of land, for the northwest corner of the herein described tract of land,

**THENCE**, N75°45'02"E, over and across said 10.00 acre tract and said 101.97 acre tract, a distance of 777.08 feet to a calculated point in the northeast line of said 101.97 acre tract, being in the southwest line of a called 23.023 acre tract of land conveyed to Melissa Griesenbeck in Volume 2101, Page 412, Official Public Records of Bastrop County, Texas, for the northernmost corner of the herein described tract of land, and from which a 1/2 inch iron rod found at the westernmost corner of said 23.023 acre tract, being at the northernmost corner of said 10.00 acre tract, and being in the southeast line of a called 10.00 acre tract of land conveyed to Margaret Kelley in Volume 357, Page 932, Deed Records of Bastrop County, Texas, bears N06°17'08"W, a distance of 307.52 feet,

**THENCE**, S06°17'08"E, with the southwest line of said 23.023 acre tract and the northeast line of said 101.97 acre tract, a distance of 50.49 feet to a calculated point for the easternmost corner of the herein described tract of land, from which a 1/2 inch iron rod found in the northeast line of said 101.97 acre tract, being at the southwest corner of said 23.023 acre tract, and being at the northwest corner of a called 25.00 acre tract of land conveyed to William Jack Griesenbeck in Volume 2101, Page 406, Official Public Records of Bastrop County, Texas, bears S06°17'08"E, a distance of 305.89 feet,



# SKETCH TO ACCOMPANY FIELD NOTES

## EXHIBIT B

MARGARET KELLY  
(10.00 ACRES)  
VOL. 357, PG. 932

MELISSA GRIESENBEEK  
(23.023 ACRES)  
VOL. 2101, PG. 412

WILLIAM GRIESENBEEK  
(10.00 ACRES)  
VOL. 323, PG. 186

WILLIAM JACK  
GRIESENBEEK  
(25.00 ACRES)  
VOL. 2101, PG. 406

WILLIAM GRIESENBEEK  
(101.97 ACRES)  
VOL. 690, PG. 598

MOZEA ROUSSEAU SURVEY,  
ABSTRACT NUMBER 56

80' INGRESS, EGRESS, AND  
PUBLIC UTILITY EASEMENT  
(1.509 ACRES)  
(EXHIBIT B)  
VOL. 1414, PG. 790

WILLIAM GRIESENBEEK  
(101.97 ACRES)  
VOL. 690, PG. 598

CITY OF BASTROP  
(26.491 ACRES)  
VOL. 1414, PG. 790

SCALE: 1" = 200'

### LEGEND

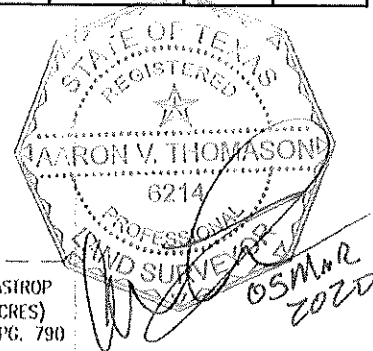
- CONCRETE MONUMENT FOUND
- 1/2" IRON ROD FOUND
- CALCULATED POINT

### Line Table

Line #	Length	Direction
L1	402.13	N51°57'43"W
L2	50.49	S06°17'08"E
L3	423.00	S51°57'43"E
L4	121.72	N90°00'00"W

### Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	130.34	2351.90	N36°24'15"E	130.32	65.19	3°10'31"
C2	144.69	2429.90	S36°17'07"W	144.67	72.37	3°24'43"



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

**Carlson, Brigance & Doering, Inc.**  
 FIRM ID #P3791    REG. # 10024900  
 Civil Engineering    Surveying  
 5501 West William Cannon    Austin, Texas 78749  
 Phone No. (512) 280-5160    Fax No. (512) 280-5165

PATH:- J:\AC3D\5080-032\DWG\FN - WILLIAM GRIESENBEEK EASEMENT.DWG

## EXHIBIT B

**POSSESSION AND USE AGREEMENT  
FOR WEST SIDE COLLECTION SYSTEM CONSTRUCTION**

This Possession and Use Agreement For West Side Collection System Treatment System, (the "Agreement") between the City of Bastrop, and William A. Griesenbeck and Sally J. Griesenbeck (the "Grantor" whether one or more), grants to the City, its contractors, agents and all others deemed necessary by the City, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a wastewater treatment plant and necessary infrastructure (the "West Side Collection Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the City which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the City of Bastrop the right of entry and exclusive possession and use of the Property for the purpose of constructing a wastewater plant and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the West Side Collection Project. This Possession and Use Agreement will extend to the City, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the City in the future, and all others deemed necessary by the City for the purpose of the West Side Collection Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the City will tender to the Grantor the sum of Five Hundred Eighty Thousand Two Hundred and Forty Dollars and No Cents (\$580,240.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The City will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 100 percent of the City's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the City's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the City in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the City has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the City, the Grantor will promptly refund the overpayment to the City.
3. The effective date of this Agreement will be the date on which payment pursuant to

Exhibit D

mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface.

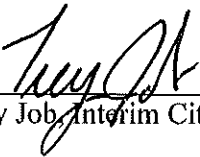
Nothing in this reservation will affect the title and rights of the City to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the City takes title to the Property.
12. Notwithstanding the acquisition of right of possession to the Property by the City in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the City acquires title to the Property either by negotiation, settlement, or final court judgment.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
14. It is agreed the City will record this document.
15. Other conditions: N/A

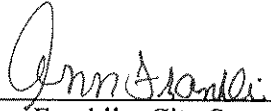
To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the City of Bastrop and its assigns forever, for the purposes and subject to the limitations set forth above.

(See signatures on next page)

**CITY OF BASTROP,**  
a Texas home rule municipality

By:   
Trey Job, Interim City Manager

**ATTEST:**

By:   
Ann Franklin, City Secretary