

RESOLUTION NO. R2022-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A PUBLIC UTILITY EASEMENT FROM H. E BUTTS GROCERY COMPANY AND AUTHORIZING THE MAYOR EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY.

Whereas, H. E Butts Grocery Company is expanding the store located at 105 South Boundary Street; and

Whereas, as part of the expansion H. E Butts Grocery Company is making public utility improvements; and

Whereas, H. E Butts Grocery Company seeks to grant to the City a public utility easement related to the aforementioned public utility improvements; and

Whereas, City Council deems in the public interest to accept the grants of easements.

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

Section one. Findings. The recitals to this Resolution are found to be true and correct and are incorporated herein for all purposes.

Section two. Approval. The acceptance of the Public Utility Easement attached hereto is hereby approved.

Section three. Authorization. The Mayor is hereby authorized to execute Easement Instruments in substantially the same form as the attachment.

Section four. Recordation. The City Secretary is authorized and directed to have the executed Easement Instrument duly recorded in the public records of Burnet County.

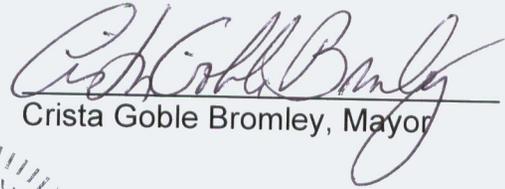
Section five. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section six. Effective date. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.

Public Utility Easement

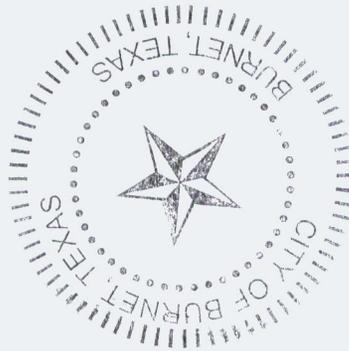
PASSED AND APPROVED this the 12th day of April, 2022.

CITY OF BURNET, TEXAS


Crista Goble Bromley, Mayor

ATTEST:


Kelly Dix, City Secretary





Public Utility Easement

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.

PUBLIC UTILITY EASEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF BURNET §**

KNOW ALL PERSONS BY THESE PRESENTS:

DATE: **March 10, 2022**

GRANTOR: **H-E-B, LP, a Texas limited partnership**

GRANTOR'S MAILING ADDRESS (including County): **646 S. Flores Street
San Antonio, Texas 78204**

GRANTEE: **City of Burnet, Texas**

GRANTEE'S MAILING ADDRESS (including County): **P.O. Box 1369
1001 Buchanan Drive Suite #4,
Burnet, Burnet County, Texas 78611**

LIENHOLDER: **None**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT AREA:

That certain tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, easement for all purposes necessary for installing, operating and maintaining water utility services within said easement, including but not limited to placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of water service in, upon, under and across the **EASEMENT AREA** more fully described and as shown in Exhibit "A" attached hereto.

GRANTOR and **GRANTOR's** heirs, successors, and assigns shall retain the right to use all or part of the

Public Utility Easement

EASEMENT AREA as long as such use does not interfere with **GRANTEE'S** use of the **EASEMENT AREA** for the purposes provided for herein; and **GRANTOR** shall not cause or allow any building or structure to be placed within the Easement Area. Notwithstanding the foregoing, **GRANTEE** expressly acknowledges that **GRANTOR** shall have the right to construct, maintain, repair, replace and remove roadways, streets, sidewalks, parking lots and landscaping in, on, over, across and through the **EASEMENT AREA**, provided such construction and maintenance does not interfere with **GRANTEE'S** use and operation of its facilities. **GRANTEE** shall have the right to eliminate any encroachments into the **EASEMENT AREA** that interfere with **GRANTEE'S** use of the **EASEMENT AREA** as a Public Utility Easement.

GRANTEE'S easement rights within the **EASEMENT AREA** shall be non-exclusive, and **GRANTOR**, its successors and assigns, shall have the right from time to time to grant further easements over, across, through, and under the **EASEMENT AREA** perpendicularly but not parallel, for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted. This agreement does not constitute a conveyance of the above-described **EASEMENT AREA** or of the minerals therein and thereunder, but grants only an easement subject to the following: All presently recorded easements, rights-of-way, and prescriptive rights, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the **EASEMENT AREA** and that are enforceable against **GRANTOR** or **GRANTEE**.

The easement rights and privileges herein granted shall be for so long as **GRANTEE** or its assigns shall utilize the **EASEMENT AREA** for the purposes intended. The easement rights and privileges granted hereunder shall terminate automatically when or at such time as the easement is abandoned in writing by **GRANTEE**. Upon abandonment or termination of the easement, **GRANTEE** agrees to record a release of the easement in the Real Property Records of Burnet County, Texas within forty-five (45) days following request therefor.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anyway belonging unto **GRANTEE**, and **GRANTEE'S** successors and assigns forever; and **GRANTOR** does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

The remainder of this page is intentionally blank and signature pages follow.

Public Utility Easement

To be effective as of the date first stated above.

GRANTOR:

H-E-B, LP, a Texas limited partnership

By: *[Signature]*

(AG)

Name: Benjamin R. Scott

Title: Vice President of Real Estate

THE STATE OF TEXAS

§

COUNTY OF BEXAR

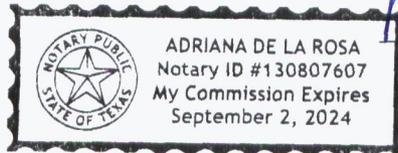
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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Benjamin R. Scott, Vice President of Real Estate of H-E-B, LP, a Texas limited partnership known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of March, 2022.

(Personalized Seal)

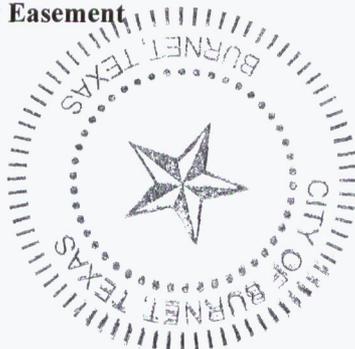


[Signature]

Notary Public's Signature

Grantee's signature page follows.

Public Utility Easement



AGREED AND ACCEPTED:
CITY OF BURNET, TEXAS,
a Texas home-rule municipality

By: *Crista Goble Bromley*
Crista Goble Bromley, Mayor

THE STATE OF TEXAS

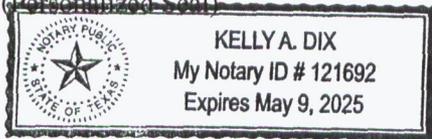
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COUNTY OF BURNET

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 12 day of April, 2022.

(Personalized Seal)



Kelly Dix
Notary Public's Signature

Public Utility Easement

Exhibit "A"
Description of Easement Area



METES AND BOUNDS DESCRIPTION
FOR A VARIABLE WIDTH WATER EASEMENT

A 0.007 acre, or 306 square feet more or less, easement tract of land out of that 0.379 acre tract described to H.E. Butt Grocery Company in deed recorded in Volume 760, Page 690, of the Official Public Records of Burnet County, Texas, out of the J. Hamilton Survey No. 1, Abstract No. 405, Block No. 4, of the City of Burnet, Burnet County, Texas. Said 0.007 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At the northeast corner of Tract 1, granted to H.E. Butt Grocery Company recorded in Volume 760, Page 690 of said Official Public Records of Burnet County, lying on the south right-of-way line of East Polk Street (State Highway 29, an 80-foot public right-of-way, at the west right-of-way line of South Silver Street, a 50-foot public right-of-way, from which a found ½" iron rod bears S 13°20'58" E, along and with said west right-of-way line of said South Silver Street, same being the east line of said Tract 1, a common line, a distance of 290.15 feet to a found ½" iron rod on the west right-of-way line of said South Silver Street, at the north right-of-way line of East Washington Street, a 50-foot public right-of-way, at the southeast corner of said Tract 1;

THENCE: S 76°54'30" W, along and with the north line of said Tract 1, same being the south line of said E. Polk Street, a common line, a distance of 11.84 feet to the POINT OF BEGINNING of the herein described easement tract;

THENCE: Departing said common line, over and across said Tract 1 the following bearing and distances:

S 14°58'00" E, a distance of 25.33 feet to a point;

N 67°13'10" W, a distance of 18.63 feet to a point;

N 22°13'10" W, a distance of 14.58 feet to a point on the north line of said Tract 1, same being the south line of said E. Polk Street, a common line;

THENCE: N 76°54'30" E, along and with said common line, a distance of 16.59 feet to the POINT OF BEGINNING and containing 0.007 acres in the City of Burnet, Burnet County, Texas. Said easement tract being described in conjunction with an exhibit prepared under job number 12235-03 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 24, 2022
JOB NO. 12235-03
DOC. ID. N:\CIVIL\12235-03\Word\12235-03 FNWT 0.007AC.docx



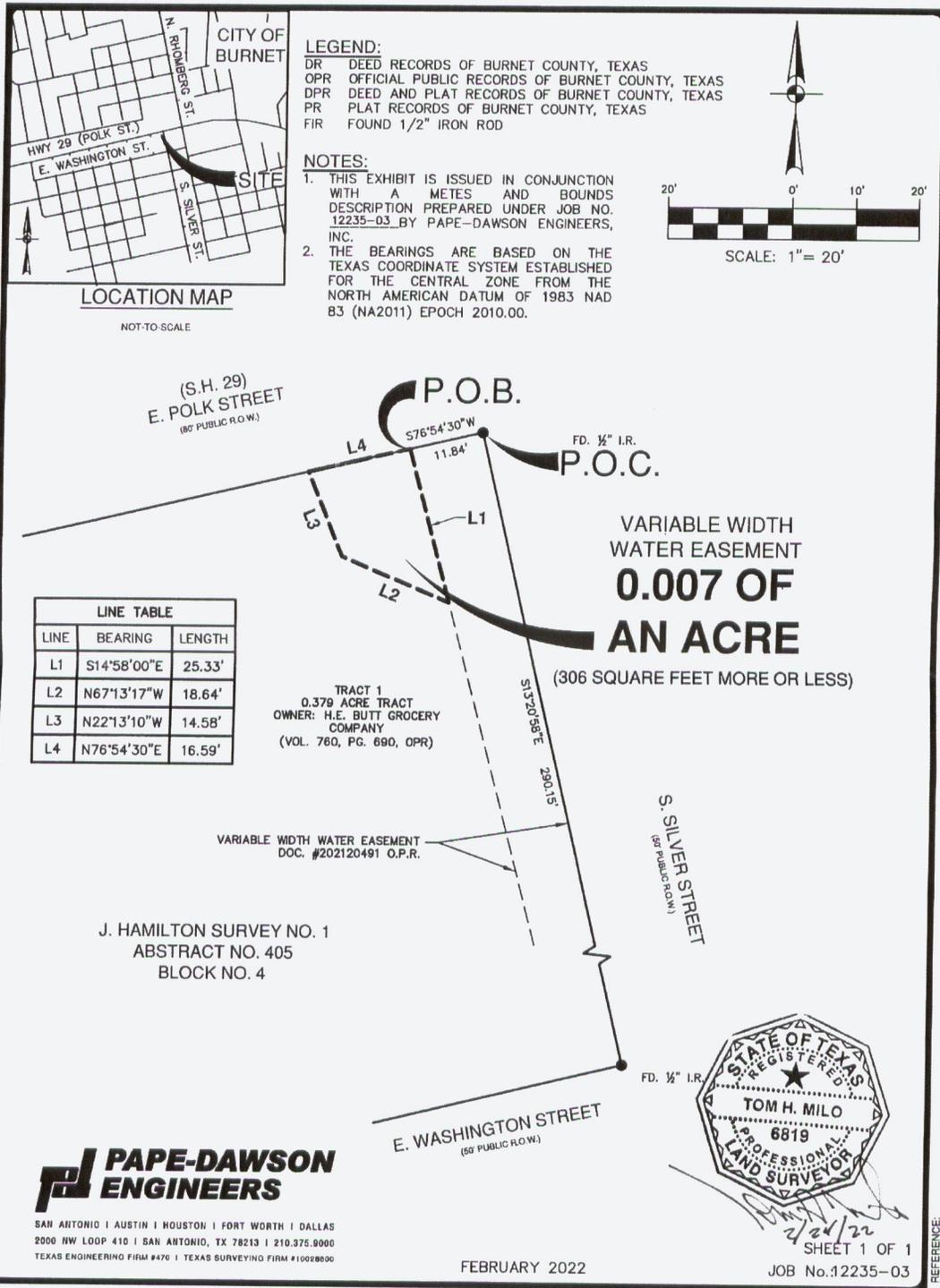
Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: 210-375-9000 address: 2000 NW LOOP 410 SAN ANTONIO, TX 78213 website: PAPE-DAWSON.COM
San Antonio | Austin | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028800

Signature page to Public Utility Easement

062007.00441 385661

Public Utility Easement



Signature page to Public Utility Easement

062007.00441 385661



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

4/13/2022 11:22:52 AM

FEE: \$46.00

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ESMT