



**CHAPTER 380
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This Economic Development Program Agreement (“Agreement”) is entered into this 10th day of May, 2021, by and between the **City of Smithville, Texas**, a General Law, Type A Municipality (“*City*”), and **SJ2 Development, LLC** (“*Developer*”). The foregoing are referred to collectively as the “*Parties*.”

WHEREAS, the City has adopted Ordinance No.2021-606, (“City Ordinance”), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Developer in recognition of the positive economic benefits to the City through the construction by Developer of a phased residential development (the “Development”) on the 7.12 acres described in Exhibit A, attached hereto and made a part hereof (the “Developer Property”); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code consisting of Developer’s construction of the Development in conformance with the City’s development approvals for the Development; and

WHEREAS, Developer will expend at least \$750,000 in the construction of the Development, including water, electricity, wastewater, and road improvements (the “Improvements”); and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **Authority.** The City’s execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Ordinance, and constitutes a valid and binding obligation of the City in the event Developer proceeds with construction of the Development. The City acknowledges that Developer is acting in reliance upon the City’s performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct the Development.
2. **Definitions.**
 - 2.1 “**Development**” means the improvements to be constructed by Developer or its successors or assigns on the Developer Property.
 - 2.2 “**Economic Incentive Payment**” (“**EIP**”) means payments of the amount required to be paid by the City to Developer under the Program and Section 5.1 of this Agreement.
 - 2.3 “**Effective Date**” is the date this Agreement is executed to be effective by the Parties.
 - 2.4 “**Developer Property**” means the 7.12-acre tract of land owned by Developer and described in Exhibit A.

- 2.5 “**Living Unit Equivalent**” (LUE) means the typical flow of water or wastewater that would be produced by a single-family residence located in a typical subdivision.
- 2.6 “**Program**” means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Ordinance to promote local economic development and stimulate business and commercial activity within the City.
- 2.7 “**Recapture Liability**” means the total amount of all EIP’s that are paid as a result of this Agreement that are subject to recapture by the City from Developer in the event of a Developer default.
3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on **December 31, 2025**
4. **Rights and Obligations of Developer.**
- 4.1 Annexation. Developer will petition for voluntary annexation of the Developer Property concurrently with the approval of the 380 economic development agreement. However, failure to meet this requirement constitutes a default regarding incentives tied to Development.
- 4.2 Capital Investment. Developer agrees to spend at least **\$750,000** to design, construct and complete the Improvements on the Development Property on or before **December 31, 2022**. Developer agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right to audit Developer’s records to verify same.
- 4.3 Compliance with Regulations. Developer agrees that it will comply with the City’s development approval processes and shall construct the Development consistent with City ordinances, development regulations, and requirements.
- 4.4 Developer Accounting. Developer shall maintain complete books and records showing that it has complied with its obligations herein, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination.
- 4.5 Submission of Data. Within thirty (30) days following the end of each calendar year following the year in which any portion of the Developer Property is annexed into the City’s corporate limits, Developer shall submit to the City an invoice detailing the Ad Valorem Property Tax revenue paid by Developer on the Developer Property for such calendar year. As backup for the schedule, Developer shall submit the following:

(a) A copy of all property tax receipts for any ad valorem property taxes paid by Developer for that calendar year showing the Ad Valorem Property Tax paid; and

(b) Such other data as the parties mutually determine reasonably appropriate to evidence the Ad Valorem Property Tax paid.

- 4.6 Utility and Roadway Construction. All water, wastewater utilities, and roadways required to be constructed within the Developer Property shall be constructed to city standards at the sole cost of Developer and accepted upon substantial completion of construction, as determined by the City. All water and wastewater utilities and roadway construction contracts shall contain a one-year performance warranty bond, which shall name the City as an additional insured and be assigned to the City after City acceptance.
- 4.7 Utility Easement. The Developer agrees to convey (at no cost to the City) a dedicated utility easement for the property described in Exhibit B, attached hereto. The easement will be used for the inspection, maintenance, and service of any and all city-owned utilities constructed therewithin.
- 4.8 Construction Plan Submittal, Review, and Approval – The Developer is responsible for submitting construction plans to the City for 3rd Party review to ensure all zoning and building code requirements are met. In addition, the Developer must submit a drainage analysis to verify that post development stormwater flow (runoff) is equal to or better than pre-development flow and that measures have been taken to ensure that there is no adverse impact to adjacent property owners. The construction plan review fee for commercial or subdivision development = 1/2 percent of total construction cost.

5. Rights and Obligations of the City. In consideration of Developer's compliance with this Agreement, the City agrees as follows:

- 5.1 Economic Incentive Payments. Pursuant to Chapter 380 of the Texas Local Government Code, City and Developer agree that receipt of Economic Incentive Payments (EIP) with respect to the Development Property are contingent upon the following terms and conditions:

5.1.1 EIP's Based on Ad Valorem Property Tax. City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to Developer within thirty (30) days after Developer submits to the City the Submission of Data for such calendar year as required in Section 4.5 above. The EIPs are to be calculated as follows:

(a) Calculations will be based upon the Ad Valorem Property Tax and Rollback Tax actually paid on the Development Property by Developer for each calendar year as set forth below.

(b) The reimbursements shall be in effect beginning with tax year as of December 31, 2021. The Developer will be reimbursed for all taxes paid by

Developer within 30-days of submitting tax receipts contingent upon meeting performance-based milestones in (e) below.

(c) The Project shall meet a construction start date of December 31, 2021. Construction start is defined as a minimum of 5% (\$37,500) of the estimated \$750,000 project costs must be incurred.

(d) Infrastructure construction (e.g., roads, curbs, street lights, gutters, water, wastewater, electric, etc.) shall be completed and accepted by the City no later than December 31, 2022.

(e) In addition to the other terms and conditions in this Agreement, if Developer has not finished construction of at least ten (10) homes within the Development Property by December 31, 2023, then no EIP's shall be due and owing. Thereafter, for the term of this Agreement, if additional homes have not been built within the Development Property as indicated below each year thereafter, no EIP's shall be due and owing for that respective year. Note: The construction of ten (10) or more homes in a given year will be credited to the next year's EIP target.

<u>Year</u>	Seidel Estates EIP Performance Requirement	Percent (%) Rollback Tax Reimbursement	Percent (%) Property Tax Reimbursement
2021	Begin Construction	100%	N/A
2022	Infrastructure Complete	N/A	100%
2023	10 Homes Built (10 Total)	N/A	100%
2024	10 Homes Built (20 Total)	N/A	100%
2025	9 Homes Built (29 Total)	N/A	100%

5.3 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to ad valorem tax revenues, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Developer. All payments by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The payments to be made to Developer shall be made from (i) annual appropriations from the general funds of the City, or (ii) from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, or (iii) from a combination of (i) and (ii) above, subject to any applicable limitations or procedural requirements. Failure of the City to appropriate funds annually for the payments to be made to Developer hereunder shall be considered a default and breach of contract by the City.

5.4 Impact Fees. City shall not charge Developer or its successors or assigns sewer or water impact fees for the water supply or wastewater treatment capacity to be provided to the Development Property.

5.5 Discounted Tap Fees. Tap fees shall be due and owing from future builders or owners of individual homes and businesses as same are connected to the City's water and sanitary sewer system. The City will discount all water and sewer tap fees by 50% of the regular cost.

5.6 Annexation Fees. The City will be responsible for all public notice and notification fees related to the annexation of the Developer Property into the City's corporate limits.

5.7 Utility Service. City shall provide electric, water, and wastewater service to the Development Property as such property is annexed into the City, with a reservation capacity of no less than **30 LUE's** for water service and **15 LUE's** for wastewater service. Underground electric service will be provided to the Development Property (and each residential lot) at the City's expense. The expense for underground electric service from the Development Property line to each residential meter will be the responsibility of the Developer.

5.8 Service Plan. Pursuant to Texas Local Government Code § 43.0672(b), the City shall provide the Development Property with municipal services (fire, police, ambulance, etc.) within sixty (60) days of the annexation per a mutually accepted service agreement.

6. **Zoning.** Immediately upon annexation, the Development property will be zoned as Single-Family Residence (SF-1).
7. **Taxable Property.** If and when any part of the Developer Property is sold or otherwise transferred by Developer to any third party with the exception of a related entity created by Developer for the purpose of developing the Developer Property, as described in Section 10.7 below, taxes on the transferred property shall accrue and be owing to the City commencing on January 1 of the year following the date of such transfer. **Developer shall not be entitled to any reimbursement for taxes paid for the transferred property for the year following the date of transfer.**
8. **Rollback Taxes Reimbursement.** To the extent rollback taxes are assessed on all or any portion of the Development Property, City agrees to reimburse to Developer 100% of any such rollback taxes paid to City as a grant to Developer pursuant to Chapter 380 of the Texas Local Government Code. City acknowledges that the determination of property tax valuation, equalization, exemption, special open space valuation, and tax rollback are within the exclusive province of the Bastrop County Appraisal District and as a result, City takes no position on these matters.
9. **EIP Recapture.** In the event the City terminates this Agreement as a result of Developer's default, the City may recapture and collect from Developer the Recapture Liability. Developer shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Developer may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to

all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination.

10. Miscellaneous.

- 10.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 10.2 Representations and Warranties. The City represents and warrants to Developer that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 10.3 Default. If either the City or Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Developer shall have the right to terminate this Agreement by giving written notice thereof to City and to pursue any remedy at law or in equity for the City's breach. If Developer remains in default after notice and opportunity to cure, City shall have the right to terminate this Agreement by giving written notice thereof to Developer and to pursue any remedy at law or in equity for Developer's breach, in addition to the right of EIP recapture set forth above.
- 10.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 10.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the construction of the Development. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties.
- 10.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- 10.7 Assignment. Except as noted hereinbelow, Developer may not assign all or any part of its rights and obligations to a third party without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, Developer shall be authorized to assign this Agreement and all rights hereunder to a related entity created by Developer for the purpose of developing the Developer Property, without the prior written consent of the City.
- 10.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

10.9 Termination. In the event Developer elects not to construct the Development as contemplated by this Agreement, Developer shall notify the City in writing, and this Agreement and the obligations on the part of all Parties shall be deemed terminated and of no further force or effect.

10.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: **City of Smithville**
317 Main
Smithville, TX 78757
Attn: City Manager

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Charles Crossfield
Phone: (512) 255-8877
Email: charlie@scrllaw.com

If to Developer:

SJ2 Development, LLC
4603 Spyglass Court
College Station, TX / 77845
Attn: Clint Seidel / Email: clntnsdl@msn.com

Either party may designate a different address at any time upon written notice to the other Parties.

10.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

10.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Bastrop County, Texas.

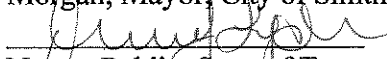
10.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this

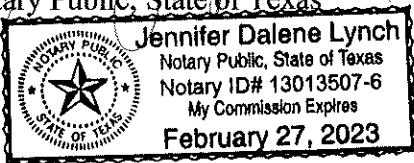
Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

- 10.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 10.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party, including any successors-in-title to Developer.
- 10.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "force majeure event"). A force majeure event for the purposes of this Agreement shall include, but not be limited to, acts of God; fire; explosion; vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of force majeure.
- 10.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Development or the design, construction or operation of any portion of the Development.

EXECUTED to be effective as of the 10th day of May, 2021 (the "Effective Date").

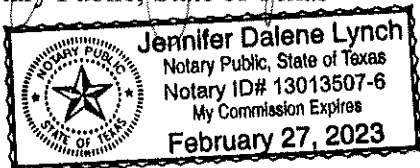
This instrument was acknowledged before me on the 12th day of May, 2021 by Joanna Morgan, Mayor, City of Smithville, Texas.


Notary Public, State of Texas

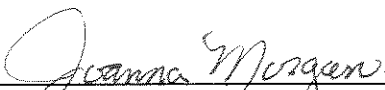


This instrument was acknowledged before me on the 12th day of May 2021, by Clint Seidel, as Chief Executive Officer of SJ2 Development, LLC on behalf of said entity.


Notary Public, State of Texas



CITY OF SMITHVILLE, TEXAS

By: 
Joanna Morgan, Mayor

Date: May 12, 2021

SJ2 Development, LLC

By: 
Clinton Seidel, CEO

Date: May 12, 2021

EXHIBIT "A"
DEVELOPER PROPERTY DESCRIPTION
(with Metes and Bounds)

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR A 7.115 ACRE TRACT OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 7.115 acre tract or parcel of land out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and all of that certain 7.122 acre tract described as all of Lots Number 1 thru 26 and 33 thru 72, and a part of Quail Hollow Street of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records in a deed from Alfred J. Hellinger to Clinton Seldel, dated August 16, 2018, recorded in Doc. No. 201911112, Bastrop County Official Public Records. Said portion of Quail Run Subdivision being vacated on November 28, 1988 in Vol. Q, Page 152, Commissioners Court Minutes, Bastrop County, Texas. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 Inch Iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 368.94 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this tract.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 Inch Iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this tract.

THENCE with the south line of Lot 27, N 87 deg. 10 min. 11 sec. E, 30.00 feet to a 1/2 inch Iron rod found, the common south corner of Lots 26 and 27 for angle in the west line of this tract.

THENCE with the common line of Lots 26 and 27, N 02 deg. 56 min. 31 sec. W, 119.95 feet to a 5/8 inch Iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 26 and 27 for angle in the west line of this tract.

THENCE N 02 deg. 52 min. 57 sec. W, at 50.00 feet pass the north line of Quail Run and common south corner of Lots 32 and 33, in all 179.98 feet to a 5/8 Inch iron rod set, the common north corner of Lots 32 and 33, in the south line of that certain 0.176 acre tract called Tract 5, described in a deed to the City of Smithville, recorded in Vol. 1003, Page 210, Bastrop County Official Records, for the northwest corner of this tract.

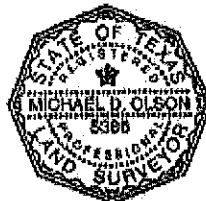
THENCE with the south line of the City of Smithville 0.176 acre tract, Lot 16, Oak Meadow Retirement Community, as recorded in Plat Cabinet 3, Page 48B, Bastrop County Plat Records and that certain 2.276 acre tract described in a deed to Carol Elund, recorded in Vol. 2262, Page 213, Bastrop County Official Public Records, N 87 deg. 05 min. 13 sec. E, 302.39 feet to a 3/4 inch iron pipe found, the northwest corner of Lot 1, Riverchase Estates, as recorded in Plat Cabinet 3, Page 186A, Bastrop County Plat Records, for the northeast corner of this tract.

THENCE with the west line of Lots 1, 5, 9 and 13, Riverchase Estates, S 02 deg. 03 min. 19 sec. E, 708.43 feet to a 3/4 inch iron pipe found, the southwest corner of Lot 13, the northwest corner of the Preece 0.794 acre tract, for angle in the east line of this tract.

THENCE with the west line of the Preece 0.794 acre tract, S 02 deg. 12 min. 01 sec. E, 252.14 feet to the POINT OF BEGINNING, containing 7.115 acres of land.

Michael D. Olson

Michael D. Olson
Reg. Pro. Land Surveyor 5386



Order# 20-100901

Date Created: 11-10-20

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EXHIBIT "B"
CITY OF SMITHVILLE UTILITY EASEMENT
(Utility Easement #1 Description with Metes and Bounds)

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR 20 FOOT UTILITY EASEMENT NO. 1 OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 20' Utility Easement out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and part of that certain 7.122 acre tract described as all of Lots Number 1 thru 26 and 33 thru 72, of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records in a deed from Alfred J. Hellinger to Clinton Seidel, dated August 16, 2018, recorded in Doc. No. 201911112, Bastrop County Official Public Records. Said portion of Quail Run Subdivision being vacated on November 28, 1988 in Vol. Q, Page 152, Commissioners Court Minutes, Bastrop County, Texas and part Lot 27, Block B. Herein described easement being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 5/8 inch Iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 346.39 feet to the POINT OF BEGINNING of this easement.


THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 22.55 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this easement.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 inch iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this easement.

THENCE with the common line of Lots 28 and 27, N 02 deg. 56 min. 31 sec. W, 119.95 feet to a 5/8 inch iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 28 and 27 for the northwest corner of this easement.

THENCE N 87 deg. 10 min. 12 sec. E, 20.00 feet to the northeast corner of this easement.

THENCE S 02 deg. 58 min. 53 sec. 700.98 feet to the POINT OF BEGINNING of this easement.


Michael D. Olson
Reg. Pro. Land Surveyor 5386
Order# 20-100901_E1



Date Created: 03.30.21

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EXHIBIT "B"
CITY OF SMITHVILLE UTILITY EASEMENT
(Utility Easement #2 Description with Metes and Bounds)

OLSON SURVEYING
Registered Professional Land Surveyor
711 Water Street
Bastrop, Texas 78602
Phone (512)321-5476 Fax (512)303-5476
olsonsurvey@sbcglobal.net

FIELD NOTES FOR 20 FOOT UTILITY EASEMENT NO. 2 OUT OF THE LEWIS LOMAS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 20' Utility Easement out of the Lewis Lomas Survey, A-46, in Bastrop County, Texas and part of that certain 7.122 acre tract described as all of Lots Number 31 and 32, Block A, of Quail Run Townhome Subdivision as recorded in Plat Cabinet No. 1, Pages 191-A and 191-B, Bastrop County Plat Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 5/8 inch iron rod set on the north line of Loop 230, the southwest corner of that certain 0.794 acre tract described in a deed to Jessica Preece, recorded in Doc. No. 201913461, Bastrop County Official Public Records, for the southwest corner of Lot 72 and this tract.

THENCE with the north line of Loop 230, N 65 deg. 29 min. 24 sec. W, 368.94 feet to a 5/8 inch iron rod set, the southeast corner of Lot 50, for the common corner of Lots 1 and 2 and this tract.

THENCE with the east line of Lots 50 thru 33, N 02 deg. 59 min. 23 sec. W, 570.67 feet to a 5/8 inch iron rod set, the northwest corner of Lot 33, the common south corner of Lots 27 and 28, the northwest corner of Lot 22 for angle in the west line of this tract.

THENCE with the common line of Lots 28 and 27, N 02 deg. 56 min. 31 sec. W, at 119.95 feet pass a 5/8 inch iron rod set on the south line of Quail Run (50.00 foot right-of-way) FKA Quail Hollow, the common north corner of Lots 28 and 27 in all 169.95 feet to a 5/8 inch iron rod set on the north line of Quail Run and the south line of Lot 31, for the southwest corner and POINT OF BEGINNING.

THENCE N 02 deg. 53 min. 44 sec. W, 129.91 feet to a point in the south line of that certain 0.176 acre tract called Tract 5, described in a deed to the City of Smithville, recorded in Vol. 1003, Page 210, Bastrop County Official Records, for the northwest corner of this easement.

THENCE with the south line of the City of Smithville 0.176 acre tract, N 87 deg. 05 min. 13 sec. E, 20.00 feet to a point, for the northeast corner of this easement.

THENCE crossing Lot 32, S 02 deg. 58 min. 44 sec. E, 129.95 feet to a point in the north line of Quail Run for the southwest corner of this easement.

THENCE with the north line of Quail Run, S 87 deg. 10 min. 12 sec. W, 20.00 feet to the POINT OF BEGINNING of this easement.



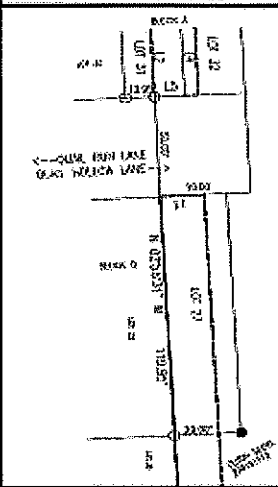
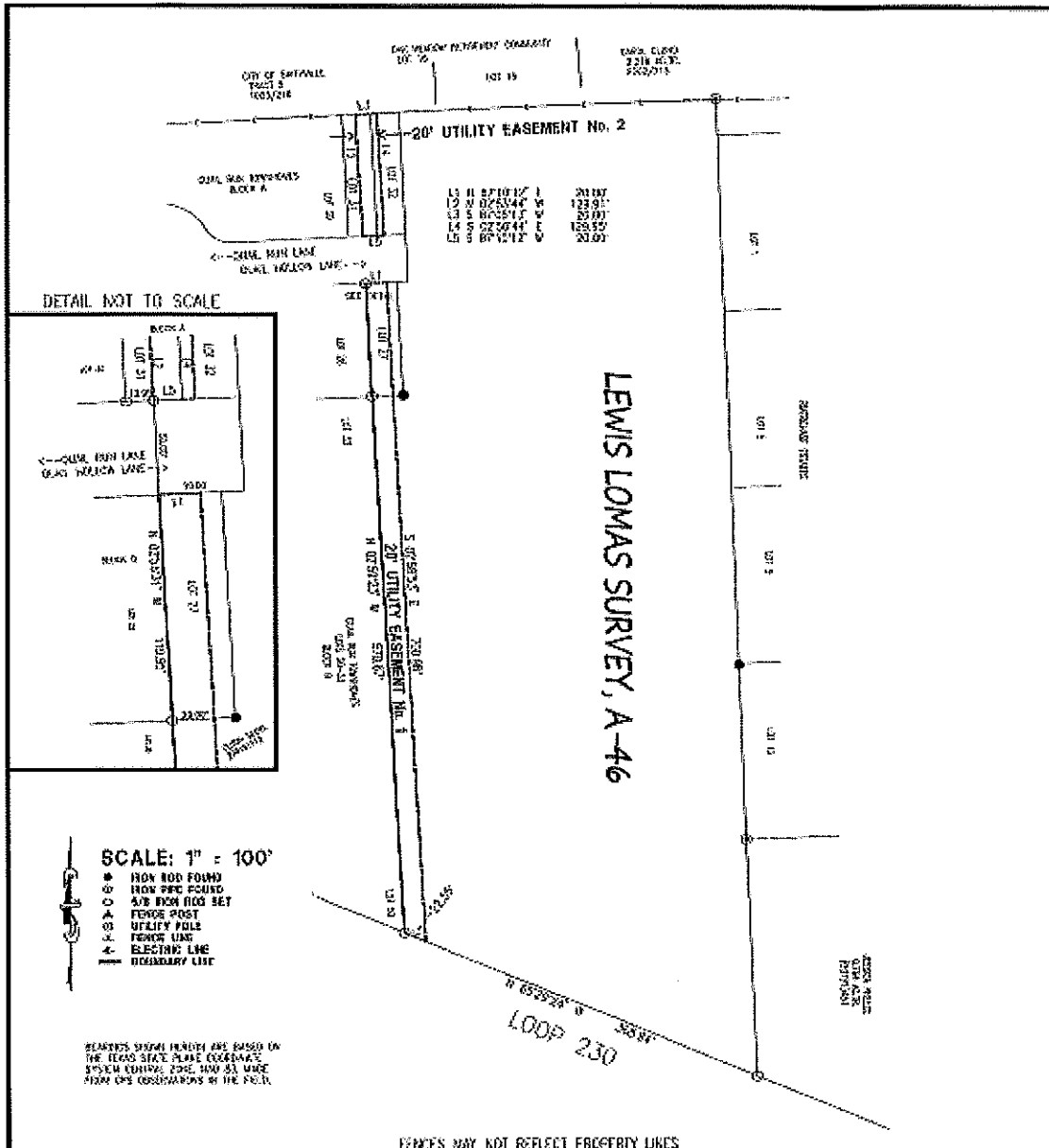
Michael D. Olson
Reg. Pro. Land Surveyor 5386
Order# 20-100901_E2



Date Created: 03.30.21

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EXHIBIT "B"
CITY OF SMITHVILLE UTILITY EASEMENT
 (Utility Easement Survey)



- SCALE: 1" = 100'
- IRON ROD FOUND
 - IRON PIPE FOUND
 - 4/8 IRON ROD SET
 - ▲ FENCE POST
 - UTILITY POLE
 - FENCE LINE
 - ELECTRIC LINE
 - BOUNDARY LINE

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM CONTROL 2282, 1000 83, WERE FROM GPS COORDINATES IN THE FIELD.

FENCES MAY NOT REFLECT PROPERTY LINES

The undersigned does hereby certify that the title Agency, description, facts, bearings to and/or distances, and other things set forth hereon, made to the ground, in the property rights described herein, and its contents, and have the same determined, verified, adjusted in case, boundary line conflicts, encroachments, overlooking of improvements, visible utility lines, or such in place, except as shown hereby, and that said property has nothing on a defective real way, except as shown hereby.

COPIED COPY ONLY
IF SEAL IS PRESENT



Michael D. Olson
 MICHAEL D. OLSON
 REG. NO. 5395
 OLSON SURVEYING
 DATE 11.10.10

OLSON SURVEYING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 711 WATER STREET | 512 | 521-5476 | BASTROP, TEXAS

SURVEY PLAT

of TWO (2) 20' UTILITY EASEMENTS being a PORTIONS OF LOT 31 & 32, BLOCK A, LOT 27, BLOCK B & in OUAL RUN TOWNHOME SUBDIVISION, recorded in PLAT CABINET I, PAGE 191A, BASTROP COUNTY PLAT RECORDS and a PORTION of a 7.112 ACRE TRACT in the LEWIS LOMAS SURVEY, A-46, BASTROP COUNTY TEXAS.

SCALE	1" = 100'	CLINTON SEIDEL
DRAWN BY	C. BRIDGES	
DATE	12.07.10	050-111 2010/01-2010 [NCS] 20-100K1

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



KRISTAB

Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

May 25, 2021 08:41:04 AM

FEE: \$74.00

AGREE

202110691