



L. Settlement Charges						
700. Total Sales/Broker's Commission based on price				@ % =	Paid From	Paid From
Division of Commission (line 700) as follows:					Borrower's	Seller's
701.		to			Funds at	Funds at
702.		to			Settlement	Settlement
703.						
704.	The following persons, firms or	to				
705.	corporations received a portion	to				
706.	of the real estate commission amount	to				
707.	shown above:	to				
800. Items Payable in Connection with Loan						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal Fee		to			
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mortgage Insurance Application		to			
807.	Underwriting Fee		to			
808.	Flood Cert Fee		to			
809.	Processing Fee		to			
810.	Tax Services		to			
900. Items Required by Lender To Be Paid in Advance						
901.	Interest from	9/30/2022	to	10/1/2022 @ \$0/day		
902.	Mortgage Insurance Premium for	months	to			
903.	Hazard Insurance Premium for	years	to			
904.	2nd Lien Interest		to			
1000. Reserves Deposited With Lender						
1001.	Hazard insurance	months @		per month		
1002.	Mortgage insurance	months @		per month		
1003.	Property Taxes	months @		per month		
1004.	City Property Taxes	months @		per month		
1005.	County Property taxes	months @		per month		
1006.	School Property Taxes	months @		per month		
1007.	MUD Taxes	months @		per month		
1008.	HOA Dues	months @		per month		
1011. Aggregate Adjustment						
1100. Title Charges						
1101.	Settlement or closing fee		to			
1102.	Abstract or title search		to			
1103.	Title examination		to			
1104.	Title insurance binder		to			
1105.	Document preparation		to			
1106.	Notary fees		to			
1107.	Attorney's fees		to			
(includes above items numbers:				)		
1108.	Title insurance		to	Independence Title Co.	\$428.00	
(includes above items numbers:				)		
1109.	Lender's coverage	\$0.00/\$0.00 .				
1110.	Owner's coverage	\$40,000.00/\$428.00				
1111.	State of Texas Policy Guaranty Fee		to	Texas Title Insurance Guaranty Association	\$2.00	
1112.	Escrow Fee		to	Independence Title Co.	\$700.00	
1113.	Courier Fee		to	Independence Title Co.	\$35.00	
1114.	e-Recording		to	Independence Title Co.	\$3.00	
1200. Government Recording and Transfer Charges						
1201.	Recording Fees	Deed \$62.00 ; Mortgage ; Rel		to Independence Title Co.	\$62.00	
1202.	City/county tax/stamps	Deed ; Mortgage		to		
1203.	State tax/stamps	Deed ; Mortgage		to		
1204.				to		
1300. Additional Settlement Charges						
1301.	Survey		to			
1302.	Pest Inspection		to			
1303.	HOA Transfer Fee		to			
1304.	Home Warranty		to			
1305.	Property Taxes		to			
1306.	Tax Certificate		to	Texas Real Tax Services, Ltd.	\$43.30	
1307.	MUD Certificate		to	Texas NTP, LLC		
1308.	2022 Tax Pro Rations		to	Bastrop County Tax Assessor-Collector		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$1,273.30	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

By:\_\_\_\_\_

Trey Job, City Manager

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____	_____
Settlement Agent	Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**EASEMENT PURCHASE AGREEMENT  
RATHMAN LIMITED PARTNERSHIP**

This Purchase Agreement (this "Agreement") is made and entered into by and between the **CITY OF BASTROP, TEXAS**, a Texas home rule municipality ("Buyer"), and **RATHMAN LIMITED PARTNERSHIP**, ("Seller"), hereafter collectively referred to as the "Parties," upon the premises and for the purposes set out herein, and is effective as stated in this Agreement.

**INTRODUCTION**

A. Seller is the current owner thereof of 16.504 acre tract recorded in/under Volume 1116, Page 631, Official Public Records of Bastrop County, Texas.

B. Buyer requires acquisition of portions of this tract for a Public Utility and Temporary Access & Construction easement (**Exhibit "A"**) for the WTP 24 Transmission Line Project hereafter collectively referred to as the "Easement."

C. Seller is willing to convey and Buyer to purchase the Public Utility and Temporary Access & Construction Easement for the ~~appraised value of \$33,919.00~~ **negotiated settlement amount of \$40,000.00.**

NOW, THEREFORE, in exchange for the mutual promises provided herein, the Parties agree as follows:

**I.**

*Purchase and Sale Agreement.* For the Purchase Price, Seller agrees to sell and convey an easement to Buyer, and Buyer agrees to buy and pay Seller for the Public Utility and Temporary Access & Construction Easement as described in **Exhibit "A"** for public utility facilities, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of any public utility facilities, and related appurtenances, or making connections thereto and the temporary access & construction easement, for the construction and maintenance as part of the WTP 24 Transmission Line Project. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. The obligations of the Buyer contained in this agreement are conditional on City of Bastrop, Council's approval and acceptance of the Easement. In the event the City Council does not approve the acceptance of the Easement, Buyer shall pay Seller \$100.00, as consideration for Seller's agreement to the condition on closing and shall return to Seller all original documents, unfiled with the County, at Buyer's expense.

**II.**

*The Purchase Price.* ~~THIRTY THREE THOUSAND NINE HUNDRED NINETEEN AND NO/100 (\$33,919.00)~~ **FORTY THOUSAND AND NO/100 (\$40,000.00)** to be paid at closing.

**III.**

*The Property.* A 0.987 acre public utility easement and a 0.451 acre temporary construction easement over, across, under and through a 16.504 acre tract recorded in/under Volume 1116, Page 631, Official Public Records of Bastrop County, Texas as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference for all purposes.

#### **IV.**

*Easement Instrument.* The Instrument of Conveyance shall be in substantial conformance with the form and substance as stated in the Public Utility and Temporary Access & Construction Easement Agreement (**Exhibit "B"**), attached hereto and incorporated by reference for all purposes.

#### **V.**

##### *Miscellaneous.*

- A. Closing Date.* The parties shall close on this transaction within 30 days of City Council's approval and acceptance of the Easement.
- B. Notice.* Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Buyer: City of Bastrop  
Attn: Paul Hofmann, City Manager  
P.O. Box 427  
Bastrop, TX 78602

Seller: Rathman Limited Partnership  
255 Watts Lane  
Cedar Creek, TX 78612

- C. Severability; Waiver.* If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid, or enforceable provision as is possible. Each of the rights and obligations of the parties hereto are separate covenants. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be

deemed a waiver of such provision or any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

- D. No Waiver of Immunities.* Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- E. Applicable Law and Venue.* The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.
- F. Entire Agreement.* With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement.
- G. Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.
- H. Exhibits and Counterparts.* All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- I. Headings, Cooperative Drafting.* The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control.
- J. Counterparts and Effective Date.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.
- K. Representations and Warranties by Seller.* Seller warrants, represents, covenants, and agrees that Seller has fee simple absolute title to the Property described in **Exhibit "A"**, that said Property is free of any liens or other encumbrances that

would prevent this sale, and that Seller meets all requirements to contract with the City of Bastrop as provided by Chapter 38 of the City's Code of Ordinances.

*L. Eligibility Certification.* Seller certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.

*M. Payment of Debt or Delinquency to the State or Political Subdivision of the State.* Pursuant to Chapter 38, City of Bastrop Code of Ordinances, Seller agrees that any payments owing to Seller under the Agreement may be applied directly toward any debt or delinquency that Seller owes the City of Bastrop, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

*N. Texas Family Code Child Support Certification.* Seller certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

EXECUTED this the 14 day of August, 2022.

**SELLER: Rathman Limited Partnership**


By:   
E. Gayle Foster, Trustee of the Rathman Limited Partnership

**PURCHASER:**

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

By:   
Trey Job, City Manager

**ATTEST:**

  
Ann Franklin (Aug 16, 2022 10:32 CDT)  
Ann Franklin, City Secretary

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.

**PUBLIC UTILITY EASEMENT AND  
TEMPORARY ACCESS & CONSTRUCTION EASEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

**GRANT OF EASEMENT:**

**Rathman Limited Partnership** ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF BASTROP, TEXAS**, a home-rule municipality located in Bastrop County, Texas ("Grantee"), an exclusive public utility easement and right-of-way ("Easement") and a temporary access and construction easement ("TACE") upon, under and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property"). Grantor and Grantee may jointly be referred to as "the parties."

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below. Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement and TACE herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof to the extent that such claim arises by, through, or under Grantor.

**Terms and Conditions:** The following terms and conditions apply to the Easement and TACE granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement and TACE certain terms shall have the meanings that follow:
  - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) "Permitted Improvements" shall mean landscaping or planting of vegetation, driveways and sidewalks; but shall not mean the



construction of a building or structure unless such installation or construction is approved in writing by the City Manager or the City Manager's designee.

- (c) "Public Utilities" shall mean any public utility facilities and its associated appurtenances.

2. *Character of Easement and TACE.* The Easement and TACE granted herein are "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. Furthermore, the TACE rights of use granted herein are irrevocable until the termination of the TACE in accordance with the terms herein. The Easement and TACE are for the benefit of Holder.
3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public pipelines and related appurtenances, or making connections thereto (hereinafter collectively "Facilities"). The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.
4. The TACE shall be used to facilitate the construction of Public infrastructure, which shall include use of the Easement Property for access, construction staging and storage, and other construction activities.
5. *Term of Easement.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
6. *Term of TACE.* The variable width TACE granted herein shall terminate automatically upon completion of the construction of the public infrastructure included in Grantee's public infrastructure project.
7. *Reservation of Rights.* Save and except: Grantor retains the right to surface use. Grantor and Grantor's heirs, successors, and assigns shall retain the right to use the surface of all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns neither interferes nor conflicts with the use of the Easement Property by Holder for the Easement Purpose. Grantor shall not construct any building, structure or obstruction on the Easement Property. Any improvement made by Grantor (Permitted Improvement) must comply with applicable ordinances, development codes, and engineering guidelines of the City of Bastrop. Grantor shall obtain Holder's permission prior to the start of constructing Permitted Improvements. Grantor shall not construct any fencing or gating on the Easement Property without Holder's permission.

8. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 9, immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities 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 other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. *Holder shall restore the TACE Property to the condition of the TACE Property immediately before the Grantee's use of the same.*

9. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash.

10. *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 on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and 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.

11. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

12. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

13. *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 the county or counties in which the Easement Property is located.

14. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

15. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

16. *No Waiver of Immunities.* Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17. *Amendments.* This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

18. *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.

19. *Legal Construction.* Any provision in this agreement is for any reason 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. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

20. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when 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, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate; and constitute a part of the substantive agreement. All

exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.

22. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

23. *Assignability.* The Easement may be assigned by Grantee, its successors or assigns, without the prior written consent of Grantor.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**GRANTOR: Rathman Limited Partnership**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of **Rathman Limited Partnership**, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public Signature

**GRANTEE:**

**AGREED AND ACCEPTED:**

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

By: \_\_\_\_\_  
Paul Hofmann, City Manager

**ATTEST:**

\_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP         §

      This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by Paul Hofmann, City Manager of the City of Bastrop, Texas, a Texas home-rule  
municipality, on behalf of said municipality.

(seal)

\_\_\_\_\_  
Notary Public Signature

AFTER RECORDING, RETURN TO:

City of Bastrop  
Attn: Ann Franklin  
P.O. Box 427  
Bastrop, TX 78602



0.987 ACRE ESMT & 0.451 ACRE ESMT  
20FN002

MARCH 22, 2022  
REVISED MAY 26, 2022

**FIELDNOTE DESCRIPTION**  
**0.987 ACRE PUBLIC UTILITY EASEMENT**

BEING A 0.987 ACRE PUBLIC UTILITY EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 1116, PAGE 631, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.987 ACRE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF REIDS BEND (COUNTY ROAD 41); AT THE NORTHEAST CORNER OF SAID 16.504 ACRE TRACT, BEING THE NORTHWEST CORNER OF A CALLED 5.00 ACRE TRACT CONVEYED TO WOODROW CHARLES FROEHLICH AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 203, PAGE 9 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, FOR THE EASTERLY NORTH CORNER OF THIS EASEMENT;

**THENCE**, S 02°06'50" E, ALONG THE COMMON BOUNDARY LINE OF SAID CALLED 16.504 ACRE TRACT AND SAID CALLED 5.0 ACRE TRACT, A DISTANCE OF 136.66 FEET TO A POINT FOR THE SOUTHEASTERLY CORNER OF THIS EASEMENT;

**THENCE**, DEPARTING SAID COMMON BOUNDARY LINE OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING THREE(3) COURSES AND DISTANCES:

1. S 80°16'37" W, A DISTANCE OF 70.62 FEET TO A POINT FOR A WESTERLY SOUTH CORNER OF THIS EASEMENT;
2. N 02°06'50" W, A DISTANCE OF 10.09 FEET TO A POINT FOR AN INTERIOR ANGLE CORNER OF THIS EASEMENT;
3. S 80°16'37" W, A DISTANCE OF 946.04 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THAT SAID 16.504 ACRE TRACT AND THE EASTERLY BOUNDARY LINE OF A CALLED 58.74 ACRE TRACT CONVEYED TO KERMIT W. FOX, JR., TRUSTEE OF THE KERMIT W. FOX, JR., NO. 1 POWER TRUST AS SHOWN IN DOCUMENT NUMBER 201510834 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; FOR A SOUTHWESTERLY CORNER OF THIS EASEMENT;

**THENCE**, N 02°34'57" W, ALONG SAID COMMON BOUNDARY LINE A DISTANCE OF 35.27 FEET TO A POINT FOR THE NORTHWESTERLY CORNER OF THIS EASEMENT;

**THENCE**, DEPARTING SAID COMMON BOUNDARY LINE OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING TWO(2) COURSES AND DISTANCES:

1. N 80°16'37" E, A DISTANCE OF 946.34 FEET TO A POINT FOR AN INTERIOR ELL CORNER OF THIS EASEMENT;
2. N 02°06'50" W, A DISTANCE OF 100.59 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41) FOR A NORTHWESTERLY CORNER OF THIS EASEMENT, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RPLS 1573" FOUND IN THE NORTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND ROAD BEARS N 85°02'39" W, A DISTANCE OF 366.36 FEET;

**THENCE**, N 87°52'15" W, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID REIDS BEND (COUNTY ROAD 41), A DISTANCE OF 70.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.987 ACRES OF LAND MORE OR LESS.



# SHERWOOD SURVEYING & S.U.E.

**TOGETHER AND WITH THE FOLLOWING  
0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT**

BEING 0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT, SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENTS RECORDED IN VOLUME 1116, PAGE 631, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.451 ACRE TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF REIDS BEND (COUNTY ROAD 41); AT THE NORTHEAST CORNER OF THAT SAID 16.504 ACRE TRACT;

**THENCE**, S 02°06'50" E, ALONG THE COMMON BOUNDARY LINE OF A CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO WOODROW CHARLES FROEHLICH AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 203, PAGE 9, DEED RECORDS, BASTROP COUNTY, TEXAS, AND THAT SAID 16.504 ACRE TRACT A DISTANCE OF 136.66 FEET TO A POINT FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS EASEMENT;

**THENCE**, S 02°06'50" E, CONTINUING ALONG THE SAID COMMON BOUNDARY LINE, A DISTANCE OF 10.09 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS EASEMENT;

**THENCE**, S 80° 16'37" E, OVER AND ACROSS SAID 16.504 ACRE TRACT, A DISTANCE OF 1016.50 FEET TO POINT IN THE WESTERLY BOUNDARY LINE OF SAID 16.504 ACRE TRACT, COMMON WITH THE EASTERLY BOUNDARY LINE OF A CALLED 58.74 ACRE TRACT CONVEYED TO KERMIT W. FOX, JR., TRUSTEE OF THE KERMIT W. FOX, JR. NO. 1 POWER TRUST AS SHOWN IN DOCUMENT NUMBER 201510834 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

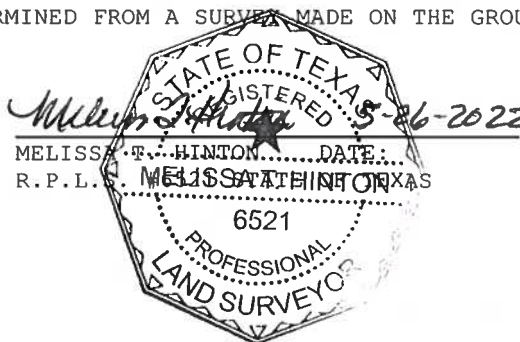
**THENCE**, N 02°34'57" W, ALONG SAID COMMON BOUNDARY LINE, A DISTANCE OF 20.16 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

**THENCE**, DEPARTING SAID COMMON BOUNDARY LINE, OVER AND ACROSS SAID 16.504 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. N 80°16'37" E, A DISTANCE OF 946.04 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. S 02°06'50" E, A DISTANCE OF 10.09 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
3. N 80°16'37" E, A DISTANCE OF 70.62 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.451 ACRES OF LAND MORE OR LESS.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.





10.289 AC.  
JAMES C. CAQUETTE  
DOC. 202005646  
OPRBCT

21.222 AC.  
GLENN D. SYNNOTT REVOCABLE LIVING TRUST  
DOC. 201809859  
OPRBCT

52.930 AC.  
DONALD L. FURRY a/k/a DONALD FURRY  
DOC. 201604620  
OPRBCT

58.74 AC.  
(TRACT 2)  
KERMIT W. FOX, JR.,  
TRUSTEE OF THE  
KERMIT W. FOX, JR.,  
No. 1 POWER TRUST  
DOC. 201510834  
OPRBCT

LINE TABLE		
LINE No.	DIRECTION	LENGTH
L14	S02° 06' 50"E	136.66
L15	S80° 16' 37"W	70.62
L16	N02° 06' 50"W	10.09
L17	N02° 34' 57"W	35.27
L18	N02° 06' 50"W	100.59
L19	N87° 52' 15"E	70.00

5 AC.  
WOODROW CHARLES  
FROELICH  
VOL. 203, PG. 9  
DRBCT

0.987 ACRE  
PUBLIC UTILITY  
EASEMENT

0.451 ACRE  
VARIABLE WIDTH  
TEMPORARY  
CONSTRUCTION  
EASEMENT

16.504 AC.  
RATHMAN LIMITED PARTNERSHIP  
VOL. 1116, PG. 631  
ORBCT  
DESCRIBED IN VOL. 320, PG. 751  
DRBCT

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- C.M. CONTROLLING MONUMENT

LEGAL DESCRIPTION

BEING A 0.987 ACRE TRACT OF LAND SITUATED IN THE BASTROP TOWN TRACT, ABSTRACT 11, AND BEING A PORTION OF THAT CALLED 16.504 ACRE TRACT CONVEYED TO RATHMAN LIMITED PARTNERSHIP AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 1116, PAGE 631 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS.

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.  
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE  
DATE OF FIELDWORK: 01/13/2022



**SHERWOOD  
SURVEYING & S.U.E.**  
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL  
6477 FM 311, P.O. BOX 992 TBPB'S FIRM#10044200  
SPRING BRANCH, TEXAS 78070  
PHONE (830) 228-5788 FAX (830) 885-2170



SURVEYORS CERTIFICATE

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 6521, HEREBY STATE THAT DURING THE MONTH OF JANUARY, 2022, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

5/26/2022

Melissa T. Hinton  
MELISSA T. HINTON  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6521

REV 5-26-2022 MTH



SCALE (FEET)



## COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

**TITLE RESOURCES GUARANTY COMPANY**

We, Title Resources Guaranty Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

A handwritten signature in black ink, appearing to read "Angela R. K...".

An Authorized Signature



Title Resources Guaranty Company

By: A handwritten signature in black ink, appearing to read "Michael Hayden".  
President/CEO

Secretary

## TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**Minerals and Mineral Rights** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

### **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

*TITLE RESOURCES GUARANTY COMPANY*

**SCHEDULE A**

Effective Date: **August 28, 2022, 8:00 am**

GF No. **2243534-BAS**

Commitment No. \_\_\_\_\_, issued **September 6, 2022, 5:00 pm**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: **\$40,000.00**  
PROPOSED INSURED: **City of Bastrop**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **EASEMENT ESTATE**

3. Record title to the land on the Effective Date appears to be vested in:  
**Rathman Limited Partnership**

## 4. Legal description of land:

**Easement Estate to be created by Public Utility Easement and Temporary Access and Construction Easement by and between Rathman Limited Partnership to The City of Bastrop recorded in Document No. TO BE RECORDED, Official Public Records, Bastrop County, Texas, over and across a portion of the property conveyed to Rathyman Limited Partnership in Volume 1085, Page 256 and Volume 1116, Page 631, Official Records of Bastrop County, Texas, out of the BASTROP TOWN TRACT, ABSTRACT NO. 11, Bastrop County, Texas. Said property to be more particularly described by metes and bounds in Exhibit "A" upon receipt of an acceptable survey as required in Schedule C.**

*The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.*

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**B docs**

**This item has been intentionally deleted.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2022**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
- b. **Rights of Parties in Possession. (Owner Policy)**
- c. **Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.**
- d. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- e. **Any portion of subject property lying within the boundaries of a dedicated or undedicated public or private roadway.**
- f. **Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.**  
*(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)*
- g. **Easement:**  

<b>Recorded:</b>	<b>Volume 155, Page 26, Deed Records, Bastrop County, Texas.</b>
<b>Purpose:</b>	<b>electric easement</b>
- h. **Coal Mineral Deed recorded in Volume 70, Page 10, Deed Records, Bastrop County, Texas.**
- i. **Rights, if any, of Kathy Franklin, as heir-at-law of Minnie Elliott Gilmore, Deceased, according to Affidavit recorded in Volume 320, Page 715, Deed Records, Bastrop County, Texas, and/or rights, if any, of Kathy Elliott as grantee of Deeds recorded in Volume 425, Page 734 and Volume 425, Page 736, Official Records, Bastrop County, Texas, such rights, title or interest indicated by said Affidavit as being cumulative 27/455ths undivided interest in and to the subject land.**
- j. **Terms, Conditions, and Stipulations in the Easement Agreement by and between Rathman Limited Partnership and the City of Bastrop:**  

<b>Recorded:</b>	<b>TO BE RECORDED, Official Public Records, Bastrop County, Texas.</b>
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## SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We find no outstanding liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in subject property.**
6. **We must be furnished with the Easement Agreement by and between Rathman Limited Partnership and the City of Bastrop recorded in Document No. TO BE RECORDED, Official Public Records, Bastrop County, Texas.**
7. **The Company requires for its review a satisfactory survey plat and field notes of the subject property showing all improvements, easements, right-of-ways, building setback lines, roads, alleys, and all other matters that affect or may affect the subject property. If the survey plat reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they may appear as exceptions in the Policy.**
8. **In regards to Rathman Limited Partnership, company must be furnished the following in order to determine the identity of the person(s) with authority to sign documents:**
  - a) **Copy of the Certificate of Partnership, and all amendments thereto.**
  - b) **Copy of the Limited Partnership Agreement.**
  - c) **Copy of proof of registration and evidence of good standing in entity's the state or nation of domicile.**

**If the General Partner is a limited liability company or a corporation, then Company must be furnished with the appropriate documents to determine the party authorized to act on its behalf.**

9. Ascertain who has the authority to sign on behalf of The City of Bastrop.
10. **NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.
11. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
12. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
13. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
14. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
15. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}

Countersigned  
**Independence Title**

By 

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE D

GF No. **2243534-BAS**

Effective Date: **August 28, 2022, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

**Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

**Shareholders:**

Realogy Title Group, LLC.

**Directors:**

Donald J. Casey; Michael P. Gozdan; Sriram Someshwara; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

**Officers:**

J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Michael P. Gozdan- Secretary, Jeffrey A. Gueiss, Chief Financial Officer

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**TRG Maryland Holdings LLC**

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Title Resource Group LLC**

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:

Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President ; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage

stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u><b>\$428.00</b></u>
Loan Policy	<u><b>\$0.00</b></u>
Endorsement Charges	<u><b>\$0.00</b></u>
Other	<u><b>\$0.00</b></u>
Total	<u><b>\$428.00</b></u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

Title Resources Guaranty Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3	4	5	6	7	8
\$428.00	1000	3	21				

## **TITLE RESOURCES GUARANTY COMPANY**

### **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to the arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

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SIGNATURE

---

DATE

<b>FACTS</b>	<b>WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	<a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>	

**Who we are****Who is providing this notice?**

TITLE RESOURCES GUARANTY COMPANY

**What we do****How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?**

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Realogy Brokerage Group LLC, Cartus and Realogy Title Group.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.*

**Other Important Information****For European Union Customers**

Please see our Privacy Policy located at <https://www.titleresources.com/privacypolicy>

**For our California Customers**

Please see our notice about the California Consumer Protection Act located at <https://www.titleresources.com/privacypolicy>



## INDEPENDENCE TITLE

### PRIVACY POLICY

Rev. 7/28/2022

<b>FACTS</b>	WHAT DOES INDEPENDENCE TITLE DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and account balances</li><li>• Payment history and credit card or other debt</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons INDEPENDENCE TITLE chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does INDEPENDENCE TITLE share?	Can you limit this sharing?
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>	

Who we are	
Who is providing this notice?	INDEPENDENCE TITLE
What we do	
How does INDEPENDENCE TITLE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does INDEPENDENCE TITLE collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• INDEPENDENCE TITLE does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• INDEPENDENCE TITLE does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>
Other Important Information	
<b>For European Union Customers</b>	Please see our Privacy Policy located at <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>
<b>For our California Customers</b>	Please see our notice about the California Consumer Protection Act located at <a href="https://www.anywhereis.re/privacypolicy">https://www.anywhereis.re/privacypolicy</a>



### **IMPORTANT NOTICE**

FOR INFORMATION,  
OR TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE NUMBER

**1-800-526-8018**

ALSO YOU MAY CONTACT  
THE TEXAS DEPARTMENT OF  
INSURANCE AT

**1-800-252-3439**

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

### **AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

**1-800-526-8018**

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE  
SEGUROS  
DE TEXAS AL

**1-800-252-3439**

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS  
DE TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771



# Title Commitments FROM A to D

## The ABC's of a Title Commitment

Here's a quick and basic overview of the four schedules of the Commitment for Title Insurance. In general, a title commitment is a commitment by the title company to insure the property and issue a title policy if conditions in the commitment are met.

Please contact your escrow officer with any questions about a particular title commitment or transaction.

SCHEDULE

A

### "A" is for "Actual Facts"

In other words, this is the "Who, What, Where and How Much" of the transaction. You'll see the names of the seller and buyer, the types of policies to be issued, a description of the property, the sales price, and the name of the lender if any.

SCHEDULE

B

### "B" is for "Buyer Notification"

From areas where other parties have some interest or control of the use of property. An example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front of the property. These items are not covered.

SCHEDULE

C

### "C" is for "Clear to Close"

These items must be resolved in order to insure title to the new owner. This would include such things as a mortgage to be paid off, marital status, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property.

SCHEDULE

D

### "D" is for "Disclosure"

This last section outlines all parties who will collect any part of the insurance premium, including underwriters, title agents and attorneys.



Independence Title

*Make us your personal title company.  
We look forward to taking a special interest in you and your goals.*


[IndependenceTitle.com](http://IndependenceTitle.com)



# Your secure wire instructions



The bank information for your upcoming wire transfer is included below.

 Alert! These instructions will NEVER change. If you receive a message with new or revised instructions please call: Independence Title at (512) 303-2567

## CREDIT FUNDS TO

Independence Title  
301 Hwy 71 W, Suite 106  
Bastrop, TX 78602  
Account #: **208 600 7**

## FILE NUMBER

2243534-BAS

## BENEFICIARY BANK

The First National Bank of Bastrop  
489 Hwy 71 W  
Bastrop, TX 78602  
ABA Routing #: **114904953**

## PLEASE NOTE

CAUTION: Online banking presents several options; confirm you are sending a wire NOT an ACH. NO ACHs or electronic payments/credits will be accepted for any transactions and will result in a delay in funding.

If you will be sending funds to Independence Title via an international wire, please contact your closing team for specific wiring instructions. These instructions are NOT intended for international wires.

If you have any questions regarding your wire transfer please contact: Independence Title at (512) 303-2567

## KNOW YOU'RE COVERED

Independence Title is committed to keeping your funds safe. Your transfer is insured up to \$1,000,000 when you follow these instructions. You also have access to Fraud Recover Services should you transfer funds to a different account.

If you suspect you might be a victim of fraud, contact [recovery@certifid.com](mailto:recovery@certifid.com) or call (616) 202-6612 as soon as possible.

# Wire transfer guide

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You've been asked to wire funds to complete your transaction. If this is your first time wiring money, the details below will help provide additional clarity to the process.

## **WHAT IS A WIRE TRANSFER GUIDE?**

A wire transfer is an electronic transfer of funds from one bank or credit union to another. Funds transferred via wire transfer are immediately available to the recipient – typically the same day you send them.

## **HOW DO I SEND A WIRE TRANSFER?**

A wire transfer is initiated from your bank or credit union. You may be able to start the process through your online banking portal or may need to visit a branch location and work with a representative to start the process.

The three pieces of information you will need to send the wire transfer include:

### **1. My wiring instructions**

These details can be found on the page titled "Money Transfer Instructions" that you received via CertifID. They contain the bank account information for Independence Title.

### **2. The amount you are wiring**

Ask Independence Title or your lender for the final amount needed for closing.

### **3. Your personal account information and available funds**

To initiate a wire transfer, you'll need your personal account information. Check with your bank for additional requirements they may have. You'll also want to confirm you have the funds needed in your account to cover the amount of the wire transfer.



# Wire transfer guide

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## **Before you send the wire**

Request that your bank add the address of the property you are purchasing to the “notes” section of the wire transfer summary. This will provide additional detail to Independence Title as they receive the wire on their end.

## **Once you send the wire**

Request the Federal Reference number or “fed ref number” from your financial institution and keep a record of it should Independence Title request proof that the wire was sent to their account. This number may not be available immediately which may require a follow up with the bank.

## **HOW DO I KNOW IF THE WIRE WAS RECEIVED?**

Wires sent in the morning will most likely arrive that day. Wires sent late afternoon or in the evening will likely not arrive in Independence Title’s account until the next business day.

After you send the wire transfer you may call Independence Title and provide them with the exact amount of your wire, name of the bank sending the wire, and the Federal Reference number and request confirmation once they receive the funds. This will put your mind at ease that your money safely arrived in the correct account.

Independence Title will contact you when the wire is received.

## **ARE THERE RISKS WITH WIRING FUNDS FOR CLOSING?**

Yes. Fraudsters might try to trick you into sending funds to a fraudulent account. To protect yourself, only rely on the wiring instructions you received through Certifid.

If you are presented with “new”, “updated” or “changed” wiring instructions, **DO NOT SEND FUNDS**. Instead, contact Independence Title via a phone call from a number that you find after conducting an internet search of their company name and location of operation.