

**RESOLUTION NO. 2025-05-21-06**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A WATER  
UTILITIES EASEMENT GRANTED BY OLGA KOBZAR, AND LOCATED AT  
14 TREEMONT DRIVE; AUTHORIZING SIGNATORIES;  
AND ADDRESSING RELATED MATTERS**

**WHEREAS**, the City of Rollingwood, Texas (the “City”), is a political subdivision duly organized under the Constitution and laws of the State of Texas; and

**WHEREAS**, it is hereby determined that a true and real need exists for the acquisition of certain real property interests in order to carry out the municipal purposes of providing water services to City residents; and

**WHEREAS**, the City is authorized under the Constitution and laws of the State of Texas to take, hold, purchase, manage, and control real property to carry out municipal purposes; and

**WHEREAS**, the City Council finds that the passage of this resolution accepting the grant of a water utilities easement as provided herein is in the best interests of the citizens of the City.

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

**Section 1.** That the City of Rollingwood hereby accepts the water utilities easement granted to the City by Olga Kobzar, on real property located at 14 Treemont Drive in the City of Rollingwood, Texas, for the municipal purposes of providing water services to City residents, and as provided in substantial form in the Easement Agreement for Water Utilities included as Exhibit “A” to this Resolution.

**Section 2.** That the City of Rollingwood designates the City Administrator as an authorized signatory of the Easement Agreement, as well as for any other documentation required to effectuate the purposes of the Easement.

**Section 3.** That this Resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED** by the City Council of the City of Rollingwood by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays and \_\_\_\_\_ abstentions on this, the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Gavin Massingill, Mayor

ATTEST:

\_\_\_\_\_  
Makayla Rodriguez, City Secretary

**Easement Agreement for Water Utilities  
(water lines or sewer lines)**

**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.

**Date:** May \_\_\_, 2025

**Grantor:** Olga Kobzar

**Grantor's Mailing Address:** 14 Treemont Drive, Austin Tx 78746

**Grantee:** City of Rollingwood

**Grantee's Mailing Address:** 403 Nixon Drive, Rollingwood, TX, 78746

**Grantor Property:** That certain real property located at 14 Treemont in the City of Rollingwood, Texas; consisting of approximately 0.1270 acres/5,530.00 Square Feet; and otherwise known as Lot 14 Block A, Village at Treemont Amended, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 12867, page 8 of the Plat Records of Travis County, Texas (the "Servient Tract").

**Easement Property:** The area of the Grantor Property consisting of approximately 538 square feet, and as generally and approximately depicted in Exhibit "A."

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of water utility lines or sewer lines and related facilities (collectively, the "Facilities").

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments that affect the Property.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever

defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

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

1. *Character of Easement.* This Easement is in gross, exclusive, perpetual, and irrevocable; it is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Grantor Property.

2. *Definition of Easement.* Upon the completion of a survey indicating the location of the Facilities, and the installation of the Facilities by Grantee, Grantee agrees to define the location of the Facilities within the Easement Property, provide Grantor with a "Definition of Easement" establishing said location, and releasing other portions of the Easement Property which are not necessary to fulfill the Easement Purpose.

3. *Reservation of Rights.* Grantee's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install, construct, operate, replace, repair, upgrade, remove, and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose; however, Grantee will give at least 72 hours' advance notice to Grantor prior to such use and must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee must maintain the Easement Property in a neat and clean condition. Grantee 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 Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *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.

7. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas. Venue is in Travis County, Texas.

9. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

10. *Waiver of Default.* A default is not waived if the nondefaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *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.

12. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being 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, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

*(Signature page follows)*

**GRANTOR:**

**Olga Kobzar**

\_\_\_\_\_  
Olga Kobzar

**STATE OF TEXAS**

§

**COUNTY OF TRAVIS**

§

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, proved to me through \_\_\_\_\_ (nature of identification) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

**GRANTEE:**

**AGREED AND ACCEPTED:**

**CITY OF ROLLINGWOOD, TEXAS,** a  
Texas General Law Municipality

By: \_\_\_\_\_  
City Administrator

**ATTEST:**

\_\_\_\_\_  
City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by  
\_\_\_\_\_, Mayor of the City of Rollingwood, Texas, a Texas General  
Law municipality, on behalf of said municipality.

(seal)

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

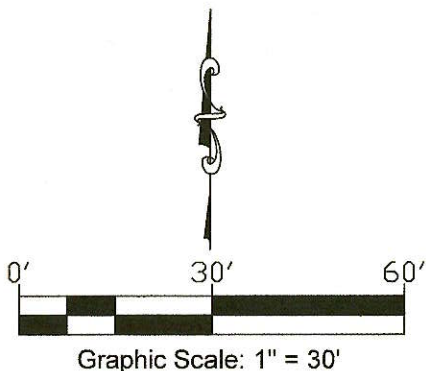
**AFTER RECORDING, RETURN TO:**

City of Rollingwood  
403 Nixon Drive  
Rollingwood, Texas 78746

# EXHIBIT "A"

ATS Job #250114003s

Reference: City of Rollingwood Address: 14 Treemont Drive, Rollingwood, Texas  
Being a 0.0123 acre or 538 square feet, Utility Easement out of Lot 14, Block A, VILLAGE AT TREEMONT, AMENDED PLAT OF LOTS 12-22, 24 AND 24A, BLOCK A, recorded in Vol. 12867, Pg. 8, Affidavit of Fact, Real Property Records, Travis County, Texas. Said 0.0123 acre Utility Easement being more particularly described by metes and bounds attached.



TREEMONT DRIVE  
(PRIVATE DRIVE, D.E. & P.U.E.)  
(CALLED 0.231 ACRE)

CAPPED:  
"B&G"

0.0123 ACRE OR  
538 SQ.FT.  
5' WIDE UTILITY  
EASEMENT

LOT 15  
BLOCK A

LOT 14  
BLOCK A

LOT 13  
BLOCK A

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S 15°41'48" W	5.30'

CURVE DATA TABLE

CURVE	RADIUS	CHORD DIRECTION	CHORD LENGTH	ARC LENGTH
C1	56.50'	N 31°05'40" E	34.47'	35.09'
(C1)	(56.50')	(S 32°30'39" W)	(34.41')	(34.97')
C2	28.50'	N 30°04'33" E	15.74'	15.95'
(C2)	(28.50')	(S 30°48'23" W)	(15.74')	(15.94')
C3	28.50'	N 25°01'40" E	10.85'	10.92'
C4	28.50'	N 41°01'14" E	5.03'	5.03'



## Notes:

- 1) Surveyor makes no expressed or implied warranties as to the fee ownership of the property shown.
- 2) Directional control is based on the Texas State Plane Coordinate System, Central Zone (4203).
- 3) This survey was performed without the benefit of a title commitment, therefore, agreements, easements and restrictions may exist that are not shown hereon.

  
ANDREW JIMENEZ  
Registered Professional Land Surveyor  
No. 6270 - State of Texas  
Date 4/1/2025



Client: City of Rollingwood  
Date of Field Work: 1/16/25 & 1/22/25  
Field: AJimenez, RBonds  
Tech: CCarter & MLeonardo  
Date Drawn: 1/27/25; rev. 4/1/25  
Path: SERVER6\Surveying\Projects\BULK\City\_of\_Rollingwood\TreemontDr14\Production\Drawings\Easement-14 Treemont Base-rev1.dwg

LEGEND	
	1/2" (IRF) IRON ROD FOUND
	CALCULATED POINT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
( )	RECORD INFORMATION
SQ.FT.	SQUARE FEET
POB	POINT OF BEGINNING

 **ATS** Engineers  
Inspectors  
& Surveyors  
www.ats-engineers.com  
TBPLS FIRM REG. #10126000  
4910 West Hwy 290  
AUSTIN, TEXAS 78735  
(512) 328-6995  
FAX: (512) 328-6996



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**LEGAL DESCRIPTION**

**BEING 0.0123 ACRE OR 538 SQFT OF LAND, MORE OR LESS OUT OF VILLAGE AT TREEMONT, AMENDED PLAT OF LOTS 12-22, 24 AND 24A, BLOCK A, ACCORDING TO THE AFFIDAVIT OF FACT, RECORDED IN VOL. 12867, PG. 8, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS AND BEING THAT SAME TRACT OR PARCEL CONVEYED TO OLGA KOBZAR IN A WARRANTY DEED RECORDED IN DOC. NO. 2021240780, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS AND SAID 0.0123 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

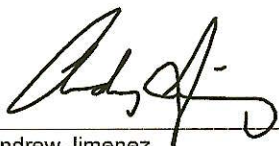
**BEGINNING** at a 1/2 inch iron rod found at the southeast corner of lot 15 of said Village At Treemont, same being the northeast corner of said lot 14 and northeast corner of this tract;

**THENCE S 15°41'48" W, 5.30 feet** to a calculated point along the east line of said lot 14 for the southeast corner of this tract;

**THENCE** leaving the east line of said lot 14 over and across said lot 14, **N 54°55'03" W, 108.61 feet**, to a calculated point in a curve in the east line of Treemont Drive a Private Drive, Drainage Easement and Public Utility Easement, same being the west property line of said lot 14 for the southwest corner of this tract;

**THENCE** along the the east right-of-way of said Treemont Drive and being a curve to the right with a radius of **28.50 feet** with an arc distance of **5.03 feet**, a chord bearing of **N 41°01'14" E**, a chord distance of **5.03 feet**, to calculated point and being the northeast corner of said lot 14 same being the southwest corner of said lot 15 for the northeast corner of this tract;

**THENCE** along the south line of said lot 15 and the north line of said lot 14 **S 54°55'03" E, 106.33 feet**, to the Point of Beginning and containing 0.0123 acre or 538 square feet of land, more or less.



Andrew Jimenez  
Registered Professional Land Surveyor No. 6270  
April 1, 2025  
4910 West Hwy 290  
Austin, TX 78735



Bearings and distances are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD 83, in U.S. Survey Feet.