

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is between the Estate of R.T. Markt, deceased, and James N. Vogel and Nona S. Vogel, and the Life Estate of Patsy Reed ("Seller," whether one or more) and the City of Seguin, a Texas home rule municipal corporation ("Buyer" or "City").

I.

Sale and Purchase

1.01 **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase one or more easements out of one or more tracts of land (the "Easement," whether one or more), together with an associated restrictive covenant (the "Restrictive Covenant Agreement"), each as follows:

a. A Permanent Utility Easement, being approximately 0.04 acres (1,742 square feet) in the form, and as more particularly described, in Exhibit A, attached hereto and incorporated herein for all purposes.

b. A Temporary Construction Easement, being approximately 0.43 acres (18,731 square feet) in the form, and as more particularly described, in Exhibit B, attached hereto and incorporated herein for all purposes.

c. A Temporary Staging Easement, being approximately 3.36 acres (146,362 square feet) in the form, and as more particularly described, in Exhibit C, attached hereto and incorporated herein for all purposes.

d. A restrictive covenant upon the allowed uses of land as to approximately ~~1.58~~ ^{1.57} acres (21,425 square feet) and 4.06 acres (176,854 square feet) in the form, and as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes.

The land area encumbered by the Easement, whether one or more, is referred to in this Agreement as the "Easement Property." The land area encumbered by the Restrictive Covenant Agreement is referred to in this Agreement as the "Restricted Property").

II.

Consideration

2.01 **Purchase Price.** The purchase price for the Easement and Restrictive Covenant Agreement is ~~\$152,115~~ ^{IV NW} \$164,400 (the "Purchase Price"). The Purchase Price will be proportionately allocated among the Seller/owners of the Easement Property and the Restricted Property in accordance with their ownership interests.

2.02 **Eminent Domain.** Seller and the Buyer agree that the Easement and Restrictive Covenant are being sold and conveyed to the City under Buyer's imminent exercise of its power of condemnation as a means of acquiring the Easement and Restrictive Covenant Agreement.

III.
Closing

3.01 Closing. Seller will execute and deliver to Buyer the Easement and Restrictive Covenant Agreement in the form shown in the attached exhibits, and sign and deliver all documents that are required to close the sale and purchase of the Easement and Restrictive Covenant Agreement by Buyer. Buyer will deliver all documents that are required to close the sale and purchase of the Easement and Restrictive Covenant Agreement. Seller and the City will finalize the transaction by closing on or before sixty (60) days after the effective date of this Agreement, which date is hereinafter referred to as the "Closing Date." This date may be extended upon agreement by the Sellers and the City.

3.02 Closing Costs. At the Closing, Buyer will pay all closing costs. Seller will pay Seller's legal expenses, if any.

3.03 Lienholder Consent. If necessary, Seller must obtain a duly executed and acknowledged Consent of Lienholder and Subordination of Lien as to the Easement and the Restrictive Covenant Agreement on or before the Closing Date. Buyer will have no duty to pay the Purchase Price to Seller until receipt of the Consent of Lienholder and Subordination of Lien.

3.04 Joinder by Tenant. If determined by Buyer to be necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

IV.
Miscellaneous

4.01 Entire Agreement. This Purchase Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

4.02 Binding. This Purchase Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller.

4.03 Subject to Approval and Appropriation of Funds. The validity of this Purchase Agreement is contingent upon its approval by the City's City Council if the amount of the Purchase Price exceeds \$50,000.00. This Agreement is also subject to the City's discretionary appropriation of funds for the financial obligations of the City herein when the Closing Date is beyond the current fiscal year.

4.04 Effective Date. This Agreement is effective on the last date that both Seller and Buyer have signed and executed this Agreement.

4.05 Addresses. The addresses of Buyer and Seller are:

Seller: 570 Seitz Road
 Seguin, Texas 78155

Buyer: City of Seguin
205 North Seguin Street
Seguin, Texas 78155
Fax: 512-974-7088
Attn: Real Estate Services Division/Connie Real

4.05 Law and Venue. This Agreement is governed by the laws of the State of Texas, and is performable in Guadalupe County, Texas. Venue for any dispute regarding this Agreement shall be in the state courts in Guadalupe County, Texas having jurisdiction, or, if in federal court, the United States District Court for the Western District of Texas, San Antonio Division.

EXECUTED by Seller and Buyer to be effective as of the Effective Date defined above..

SELLER:

Estate of R.T. Markt, Decease

By: NA

Nona S. Vogel
Nona S. Vogel

J. N. Vogel
James N. Vogel

Deceased
Life Estate of Patsy Reed

Date 5-11-23

BUYER:

By: _____
Steve Parker, City Manager

Date: _____

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents and subordinates tenant's interest to the conveyance of said property to the City of Seguin as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 20____.

Print Leaseholder's Name

By:

(Signature)

Print Name:

Title:

Address:

Phone No.: (____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date

Seller

Date

No Tenants

WJ JV

Exhibit "A"

Permanent Utility Easement

EXHIBIT A

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.

PERMANENT UTILITY EASEMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

DATE: _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: CITY OF SEGUIN, TEXAS

GRANTEE'S MAILING ADDRESS: 205 North River Street
 Seguin, Texas 78155

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

EASEMENT PROPERTY: Being a strip of land [____ feet] wide containing _____ of an acre (_____) square feet), of land in Guadalupe County, Texas, said location being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: GRANTOR grants, sells and conveys to GRANTEE, its successors and assigns, a perpetual [_____] (_____) foot wide easement appurtenant and right of way in, upon, over, under and across the Easement Property for the installation, construction, operation, maintenance, repair, upgrade and removal of multiple water, wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenances thereto, including but not limited to lift stations and fencing, together with the right of ingress and egress in, through, upon, over, under and across said right of way for the purpose of constructing, reconstructing, inspecting, maintaining, and removing said line(s) and related improvements within the Easement Property.

GRANTOR expressly covenants and agrees that GRANTOR will not make changes to the grade of the Easement Property or further burden the Easement Property with additional easements

EXHIBIT A

or rights-of-way without prior written approval of GRANTEE, and that no building, structures, or trees of any kind will be placed on said Easement Property and the right of way herein granted.

Together with the right of ingress and egress over said Easement Area and over GRANTOR'S adjoining lands for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area.

GRANTOR grants to GRANTEE the right to remove from said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which may interfere with exercise of the rights granted hereunder.

Upon completion of construction of the line(s) GRANTEE agrees to restore the surface of the Easement Property to as near its condition as existed immediately prior to any such construction as is reasonably practicable. GRANTEE may place line markers and appurtenances related to the line, including but not limited to manhole covers and valves.

GRANTOR reserves the right to fully use and enjoy the Easement Property for so long as such uses and enjoyment do not interfere with and are not inconsistent with the easement and rights granted to GRANTEE, including building of driveways or roads as long as such are constructed so that they cross the road at a right angle.

This agreement and the rights and privileges granted hereby, may be assigned or conveyed by GRANTEE, its successors and permitted assigns, in whole or in part, or in undivided interests, vesting in such assignee any and all rights, interests, and estates so assigned and leaving in GRANTEE, its successors or permitted assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately. In the event of an assignment of all or a portion of the rights granted under this Agreement by GRANTEE, all terms and provisions of this Agreement shall be binding on any assignee.

TO HAVE AND TO HOLD the above-described easement and rights unto GRANTEE, its successors and assigns, until the use of said easement by GRANTEE, its successors and assigns shall be permanently abandoned. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the above described easements and rights unto said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

This easement is effective upon the signing of this document by both Grantor and Grantee.

[Signatures on following page]

EXHIBIT A

WITNESS our hand this _____ day of _____, 2022.

GRANTOR:

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of _____

22A

ATTACHMENT 4

EXHIBIT "A"

City of Seguin

Geronimo Creek Effluent Pipeline

TRACT NO. APN 59397

PERMANENT EASEMENT AND RIGHT OF WAY

Description of a permanent easement and right of way situated in the J. Sowell Survey, A-35, Guadalupe County, Texas and being situated on a called 27.174 acre tract of land conveyed to James N. Vogel, ET UX described by an instrument recorded in Volume 524, Page 754 of the Official Records of Guadalupe County, Texas (O.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod with a cap marked "2633" marking the most easterly eastern corner of said called 27.174 acre tract of land, **THENCE** North 21° 31' 39" West along and with the east line of said 27.174 acre tract of land a distance of 350.09 feet, to the north east corner of said 27.174 acre tract, **THENCE** North 88° 52' 33" West along and with the north line of said 27.174 acre tract of land a distance of 430.29 feet to the **POINT OF BEGINNING**;

THENCE South 16° 25' 27" West, for a distance of 57.97 feet to a point;
THENCE North 40° 24' 20" West, for a distance of 71.48 feet to a point;
THENCE North 88° 55' 33" East, along and with the north line of said 27.174 acre tract, for a distance of 31.28 feet;
THENCE North 88° 55' 34" East, along and with the north line of said 27.174 acre tract, for a distance of 31.46 feet, back to the **POINT OF BEGINNING**, said easement having a total area of 0.04 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas SouthCentral Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.


 Douglas R. Kozak
 Registered Professional Land Surveyor
 Texas Registration No. 6888
 Survey Firm License No. 10193802

Date:

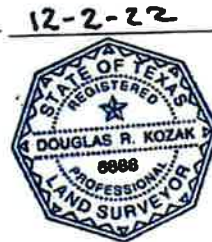
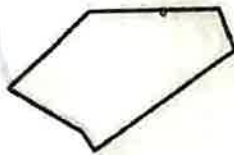
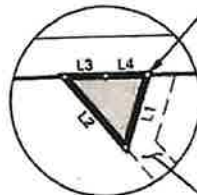


EXHIBIT "A" ATTACHMENT 4

GUADALUPE COUNTY, TEXAS
J. SOWELL SURVEY, A-35



VICINITY MAP
N.T.S.



DETAIL "A"
N.T.S.

POINT OF
BEGINNING
N: 13748374.20
E: 2312751.75

EXISTING 20' P.E.R.W.

CITY OF SEGUIN
APN 59124
TRACT 3
CALLED 14.06 ACRES
VOLUME 699 PAGE 1057
O.P.R.G.C.T.

CITY OF SEGUIN
APN 59124
TRACT 4
CALLED 6.75 ACRES
VOLUME 699 PAGE 1057
O.P.R.G.C.T.

JAMES N. VOGEL ET UX
APN 59397
CALLED 27.174 ACRES
VOL 524 PAGE 754
O.P.R.G.C.T.

GERONIMO CREEK

PROPOSED
P.E.R.W.

S88°55'33"W - 430.29'

SEE DETAIL "A"

N21°31'39"W - 350.09'

EXISTING 20' P.E.R.W.

POINT OF
COMMENCING
FND. 1/2" I.R.
W/ CAP "2633"

JAMES N. VOGEL ET UX
APN 59395
CALLED 2.226 ACRES
VOL 524 PAGE 754
O.P.R.G.C.T.

SEGMENT TABLE

LINE	BEARING	DISTANCE
L1	S16°25'27"W	57.97'
L2	N40°24'20"W	71.48'
L3	N88°55'33"E	31.28'
L4	N88°55'34"E	31.46'

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W. ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT AND RIGHT OF WAY
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R/W

150 0 150 300
GRAPHIC SCALE IN FEET

NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN MARCH, 2022.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

DOUGLAS R. KOZAK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6888
SURVEY FIRM LICENSE NO. 10103802



14701 St. Mary's Lane, Suite 500
Houston, TX 77079
(281) 615-0100



12-2-22

THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK EFFLUENT PIPELINE PERMANENT EASEMENT AND RIGHT OF WAY ACROSS THE PROPERTY OF JAMES N. VOGEL, ET UX
CKD BY:	TRC	
DATE:	11/14/22	
SCALE:	1" = 300'	
REV#	DATE	DESCRIPTION
0	11/14/22	CERTIFIED
1	12/02/22	CLIENT COMMENTS
DRAWING:	APN 59397-PERW	SHEET NO. 1 OF 2

Exhibit "B"

Temporary Construction Easement

EXHIBIT B

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.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

§

§

COUNTY OF GUADALUPE §

KNOW ALL MEN BY THESE PRESENTS:

DATE: _____, 2022

GRANTOR: _____, a _____

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: CITY OF SEGUIN, TEXAS

GRANTEE'S MAILING ADDRESS: 205 N. River Street
Seguin, Texas 78155

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

TEMPORARY EASEMENT PROPERTY:

Being a strip of land thirty (30) feet wide containing _____ acres of land (____ sq. ft.), being more particularly described on Exhibit A, attached hereto and by this reference made a part hereof.

CONVEYANCE:

That, GRANTOR does hereby grant and convey to GRANTEE and its, successors and assigns a thirty (30) foot wide temporary construction easement for any and all things necessary for the installation and construction of multiple wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenances thereto, including but not limited to lift stations and fencing, together with the right of ingress and egress in, through, upon, over, under and across said right of way for the purpose of constructing, reconstructing, inspecting,

EXHIBIT B

maintaining, and removing said line(s) and related improvements within the Easement Property, such easement being in, upon, over, under and across the Temporary Easement Property.

TO HAVE AND TO HOLD the Temporary Construction Easement and rights unto the said GRANTEE, its successors and assigns, beginning upon the execution of this Easement and terminating upon the earlier of (i) the GRANTEE's return and surrender of the Temporary Construction Easement to GRANTOR or; (ii) **July 31, 2024**, at which time this Temporary Construction Easement shall expire.

GRANTEE expressly agrees that it will remove from the Temporary Easement Property all surplus materials upon the completion of work related to this Temporary Easement and will cause the land to be left as nearly as is practicable in the condition as it existed prior to the use thereof by GRANTEE.

GRANTEE shall have the right to remove from said Temporary Easement Property all trees and other vegetation in whole or in parts thereof which may interfere with exercise of the rights granted hereunder; GRANTEE shall not damage, destroy or remove any trees within the Temporary Easement Property with a trunk diameter greater than four inches (4") without the approval of GRANTOR.

GRANTEE, without waiving its governmental immunity, agrees to maintain adequate intergovernmental risk management fund coverage and shall require its contractor(s) to maintain adequate insurance coverage during the term of this Temporary Construction Easement and to be responsible for any damage or injury resulting from GRANTEE's or its contractor's activities on the Temporary Easement Property. GRANTOR shall be a named additional insured under the policies, furnished with certificates of insurance and will be given not less than 15 days prior written notice of any termination of coverage.

GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above-described temporary easement and rights unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by through or under GRANTOR.

[Signature on following page]

EXHIBIT B

Executed effective this _____ day of _____, 2022.

GRANTOR:

GRANTEE:

_____, a

CITY OF SEGUIN, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Steve Parker, City Manager
City Manager

Acknowledgement

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2020 by _____ of _____,
the _____ of _____ a
_____, on behalf of said limited liability company.

Notary Public, State of _____

Acknowledgement

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____,
2022, by Steve Parker, City Manager of the City of Seguin, on behalf of said city.

p22

ATTACHMENT 3

EXHIBIT "A"

City of Seguin

Geronimo Creek Effluent Pipeline
TRACT NO. APN 59397

TEMPORARY CONSTRUCTION EASEMENT

Description of a thirty (30) foot wide temporary construction easement situated in the J. Sowell Survey, A-35, Guadalupe County, Texas and being situated on a called 27.174 acre tract of land conveyed to James N. Vogel, ET UX described by an instrument recorded in Volume 524, Page 754 of the Official Records of Guadalupe County, Texas (O.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod with a cap marked "2633" marking the most easterly eastern corner of said called 27.174 acre tract of land, **THENCE** South 54° 54' 51" West along and with the southeasterly boundary line of said 27.174 acre tract of land, for a distance of 274.13 feet to the **POINT OF BEGINNING**;

THENCE South 54° 54' 51" West, along and with the southeasterly boundary line of said 27.174 acre tract, for a distance of 31.64 feet to a point;

THENCE North 16° 33' 54" West, for a distance of 15.78 feet to a point;

THENCE North 40° 24' 20" West, for a distance of 625.53 feet to a point on the northern boundary line of said 27.174 acre tract;

THENCE North 88° 55' 32" East, along and with the northern boundary line of said 27.174 acre tract, for a distance of 38.78 feet to a point;

THENCE South 40° 24' 20" East, for a distance of 607.28 feet to a point;

THENCE South 16° 33' 54" East, a distance of 12.06 feet, back to the **POINT OF BEGINNING**, said easement having a total area of 0.43 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas South Central Zone 4204, North American Datum of 1983 [NAD83(2011)](EPOCH:2010.0000)), U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.


Douglas R. Kozak

Registered Professional Land Surveyor
Texas Registration No. 6888
Survey Firm License No. 10193802

Date:

12-2-22



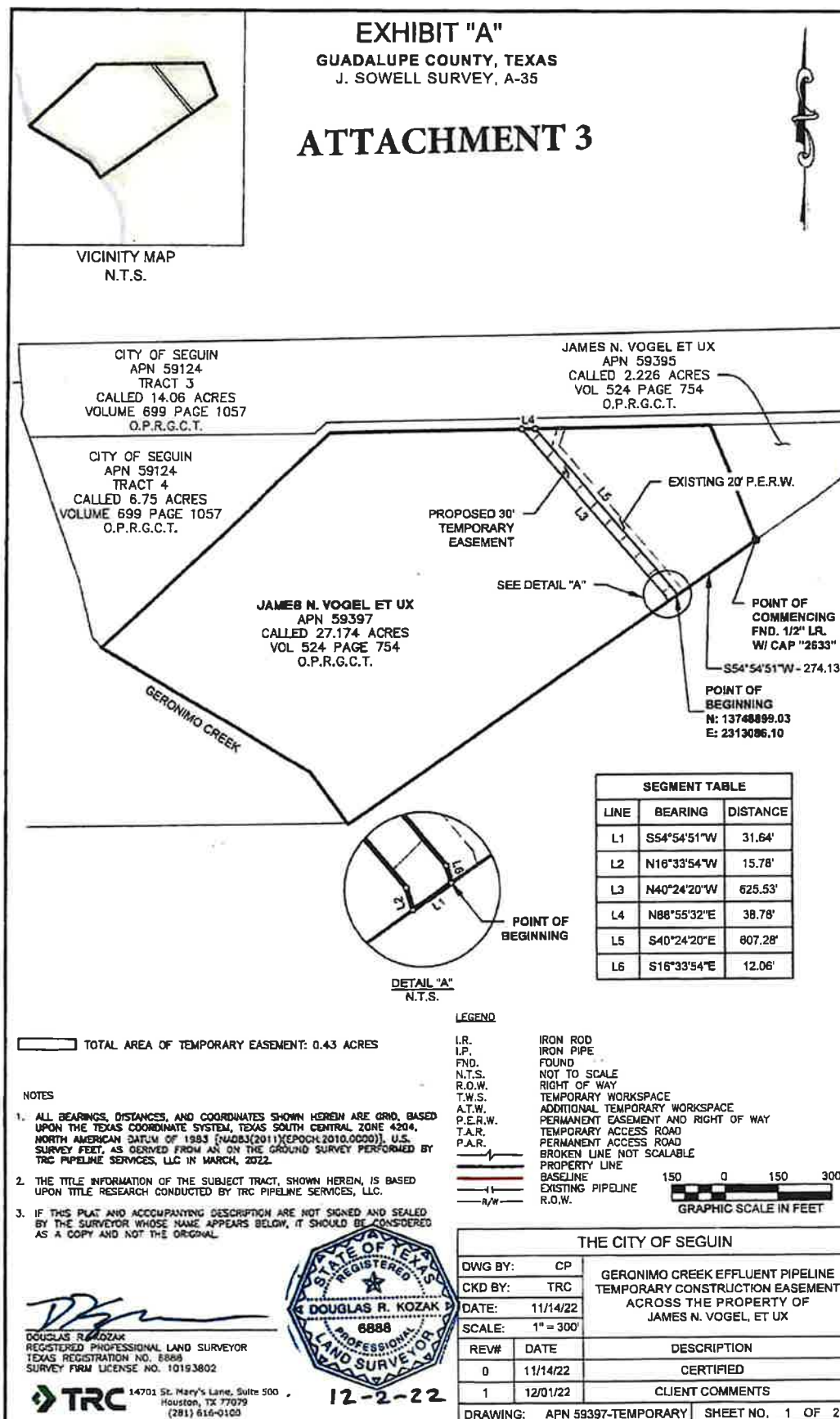


Exhibit "C"

Temporary Staging Easement

EXHIBIT C

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.

TEMPORARY STAGING EASEMENT

STATE OF TEXAS

§

§

COUNTY OF GUADALUPE §

KNOW ALL MEN BY THESE PRESENTS:

DATE: _____, 2022

GRANTOR: _____, a _____

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: CITY OF SEGUIN, TEXAS

GRANTEE'S MAILING ADDRESS: 205 N. River Street
Seguin, Texas 78155

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

TEMPORARY STAGING EASEMENT PROPERTY:

Being a strip of land thirty (30) feet wide containing _____ acres of land (____ sq. ft.), being more particularly described on **Exhibit A**, attached hereto and by this reference made a part hereof.

CONVEYANCE:

GRANTOR hereby grants and convey to GRANTEE and its, successors and assigns a Temporary Staging Easement (Easement) for any and all things necessary to construct the Seguin Geronimo Creek Wastewater Treatment Plant Expansion Project (Project). For the duration of the Project, Grantee shall have the full right of access and use of the Easement area for any and all purposes necessary to construct the Project, including, but not limited to vehicular ingress and egress, equipment and material staging, and erect a temporary fence to secure materials and equipment. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests, or use(s) other than such rights, interests or

EXHIBIT C

use(s) as specifically set forth herein.

GRANTEE shall have the right to remove from said Easement all trees and other vegetation in whole or in parts thereof which may interfere with exercise of the rights granted hereunder; GRANTEE shall not damage, destroy or remove any trees within the Easement with a trunk diameter greater than four inches (4") without the approval of GRANTOR.

GRANTEE expressly agrees that it will remove from the Easement all surplus materials upon the completion of work related to this Easement and will cause the land to be left as nearly as is practicable in the condition as it existed prior to the use thereof by GRANTEE.

TO HAVE AND TO HOLD the Easement and rights unto the said GRANTEE, its successors and assigns, beginning upon the execution of this Easement and terminating upon the earlier of (i) the GRANTEE's return and surrender of the Easement to GRANTOR or; (ii) **December 31, 2028**, at which time this Easement shall expire.

GRANTEE, without waiving its governmental immunity, agrees to maintain adequate intergovernmental risk management fund coverage and shall require its contractor(s) to maintain adequate insurance coverage during the term of this Easement and to be responsible for any damage or injury resulting from GRANTEE's or its contractor's activities on the Easement. GRANTOR shall be a named additional insured under the policies, furnished with certificates of insurance and will be given not less than 15 days prior written notice of any termination of coverage.

GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above-described Easement and rights unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by through or under GRANTOR.

[Signature on following page]

EXHIBIT C

Executed effective this _____ day of _____, 2022.

GRANTOR:

_____, a

GRANTEE:

CITY OF SEGUIN, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Steve Parker, City Manager
City Manager

Acknowledgement

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2020 by _____ of _____,
the _____ of _____, a
_____, on behalf of said limited liability company.

Notary Public, State of _____

Acknowledgement

STATE OF TEXAS §
COUNTY OF BEXAR §

EXHIBIT C

This instrument was acknowledged before me on the _____ day of _____, 2022, by Steve Parker, City Manager of the City of Seguin, on behalf of said city.

Notary Public, State of Texas

Exhibit A

Temporary Staging Easement

P22B

EXHIBIT "A"

City of Seguin

Geronimo Creek Effluent Pipeline

TRACT NO. APN 59397

CONSTRUCTION LAYDOWN AREA

Description of a construction laydown area situated in the J. Sowell Survey, A-35, Guadalupe County, Texas and being situated on a called 27.174 acre tract of land conveyed to James N. Vogel, ET UX described by an instrument recorded in Volume 524, Page 754 of the Official Records of Guadalupe County, Texas (O.R.G.C.T.), said laydown area being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 Inch iron rod with a cap marked "2633" marking the Southeast corner of said called 27.174 acre tract of land, **THENCE** North 50° 30' 14" West, for a distance of 411.80 feet to the **POINT OF BEGINNING**;

THENCE the following four courses and distances:

South 50°50'00" West, for a distance of 263.07 feet to a point;
North 46°28'39" West, for a distance of 640.96 feet to a point;
North 88°57'29" East, for a distance of 438.09 feet to a point, and
South 39°10'00" East, along and with the north line of the aforesaid 27.174 acre tract, for a distance of 365.28 feet to a point, said point being the **POINT OF BEGINNING**, said laydown area having a total area of 3.36 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas South Central Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.


Douglas R. Kozak
Registered Professional Land Surveyor
Texas Registration No. 6888
Survey Firm License No. 10193802

Date:

4-10-23



P22B

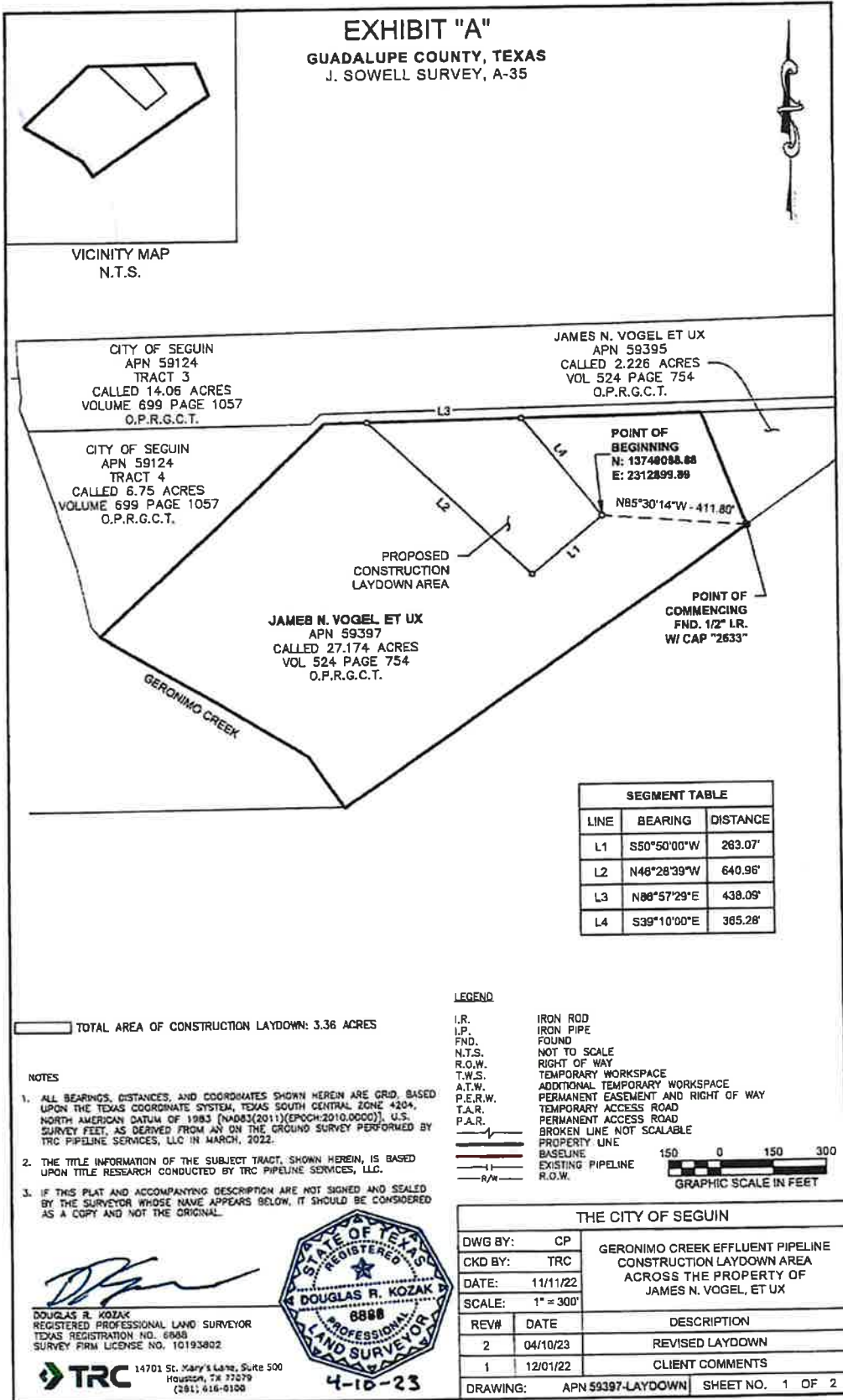


Exhibit "D"

Restrictive Covenant Agreement

EXHIBIT D
RESTRICTIVE COVENANT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This Restrictive Covenant Agreement (this "Agreement") is entered into as of the _____ day of _____, 2022, by and between _____, hereinafter called "Owners", and the City of Seguin, Texas, hereinafter called "City".

PROPERTY: All that parcel of land situated in Guadalupe County, Texas, described in the attached **Exhibit A**.

WHEREAS, City owns and operates the Geronimo Creek Wastewater Treatment Plant, generally located at 450 Seitz Road, Seguin, Texas (the "Wastewater Treatment Plant");

WHEREAS, the City is required, pursuant to the rules of the TCEQ, found at 30 TAC §309.13(e), to comply with one of the alternative compliance requirements found in 30 TAC §309.13(e) to abate and control nuisance odors emanating from the Wastewater Treatment Plant;

WHEREAS, City has chosen the compliance requirement, found at 30 TAC §309.13(e)(3), that requires the establishment of restrictions prohibiting residential structures within 150-feet of the Wastewater Treatment Plant (the "Buffer Zone");

WHEREAS, the Buffer Zone will encroach upon the Property;

WHEREAS, that portion of the Buffer Zone on the Property is described and depicted on Exhibit "A", attached hereto; and

WHEREAS, the Owners desire to covenant to City that the Owners will comply with the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and obligations contained herein, the Owners and City, agree as follows:

1. Pursuant to the terms of 30 TAC §309.13(e)(3), the Owners covenant to prohibit and shall not allow, place or construct any residential structure within the Buffer Zone, the term "structure" to include, but not be limited to, a house, apartment, duplex, trailer, mobile home, shack, or other outbuilding.
2. The covenants contained in paragraph (1) of this Agreement shall run with the Property and be binding on all successors, assigns and heirs of Owners and any other future owners of the Property, and shall inure to the benefit of and be enforceable by City, its successors or assigns.
3. City and its successors and assigns shall have the right to enforce, by any proceeding at law or in equity, the covenants, restrictions, and conditions imposed by this Agreement. Failure to enforce any covenant

EXHIBIT D

or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. This Agreement shall terminate upon revocation or cancellation of applicable permits from the TCEQ authorizing operation of the Wastewater Treatment Plant or the cessation of operation thereof.

[Signatures on following page]

EXHIBIT D

WITNESS our hand this ____ day of _____, 2022.

OWNERS:

CITY OF SEGUIN, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Steve Parker, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____
as _____ of _____, a _____, on behalf of said _____.

Notary Public for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

This instrument was acknowledged before me, the undersigned authority on this ____ day of 2023,
by Steve Parker, City Manager, City of Seguin, Texas.

Notary Public for the State of Texas

P14

EXHIBIT "A"

City of Seguin

Geronimo Creek Effluent Pipeline

TRACT NO. APN 59395

BUFFER ZONE EASEMENT

Description of a buffer zone easement situated in the J. Sowell Survey, A-35, Guadalupe County, Texas and being situated on a called 2.226 acre tract of land conveyed to James N. Vogel, ET UX described by an instrument recorded in Volume 524, Page 754 of the Official Records of Guadalupe County, Texas (O.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod with a cap marked "2633" marking the south corner of said called 2.226 acre tract of land, **THENCE** North 21°31'39" West along the west line of said 2.226 acre tract of land, a distance of 190.32 feet, to the **POINT OF BEGINNING**;

THENCE North 21°31'39" West, a distance of 159.77 feet to a point on the north line of said 2.226 acre tract;
THENCE North 88°53'20" East, along and with the north line of said 2.226 acre tract, for a distance of 60.35 feet to a point, said point being the northwest corner of said 2.226 acre tract;
THENCE North 88°57'48" East, along and with the north line of said 2.226 acre tract, for a distance of 96.78 feet to a point;
THENCE North 88°55'33" East, along and with the north line of said 2.226 acre tract, a distance of 406.13 feet to a point, the same point being the northeast corner of said 2.226 acre tract;
THENCE South 01°39'56" East, along and with the east boundary line of said 2.226 acre tract, a distance of 30.11 feet to a point, said point being an easterly corner of said 2.226 acre tract;
THENCE South 54°54'00" West, along and with the southeast boundary line of said 2.226 acre tract, a distance of 207.85 feet to a point;
THENCE South 88°33'03" West, a distance of 147.88 feet to a point;
THENCE North 01°40'38" West, a distance of 33.72 feet to a point;
THENCE South 87°42'04" West, a distance of 102.41 feet to a point,
THENCE South 00°58'39" East, a distance of 32.89 feet to a point,
THENCE South 88°17'06" West, a distance of 84.81 feet, back to the **POINT OF BEGINNING**, said easement having a total area of 1.51 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas SouthCentral Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.


 Chad Joseph Barrios
 Registered Professional Land Surveyor
 Texas Registration No. 6184
 Survey Firm License No. 10193802

Date:

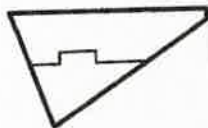
12/22/2022



EXHIBIT "A"

GUADALUPE COUNTY, TEXAS

J. SOWELL SURVEY, A-35



VICINITY MAP
N.T.S.

CITY OF SEGUIN
APN 59124
TRACT 4
CALLED 6.75 ACRES
VOLUME 699 PAGE 1057
O.P.R.G.C.T.

CITY OF SEGUIN
APN 59124
TRACT 3
CALLED 14.06 ACRES
VOLUME 699 PAGE 1057
O.P.R.G.C.T.

SEITZ ROAD

POINT OF
BEGINNING
N: 13749233.65
E: 2313240.59

JAMES N. VOGEL ET UX
APN 59397
CALLED 27.174 ACRES
VOL 524 PAGE 754
O.P.R.G.C.T.

JAMES N. VOGEL ET UX
APN 59395
CALLED 2.226 ACRES
VOL 524 PAGE 754
O.P.R.G.C.T.

NONA VOGEL
APN 173563
RESIDUE OF 31.928
ACRE TRACT
DOC NO 1983006242
O.P.R.G.C.T.

POINT OF
COMMENCING
FND. 1/2" I.R.
W/ CAP "2633"

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	N21°31'39"W	159.77'
L2	N88°53'20"E	80.35'
L3	N88°57'48"E	96.78'
L4	N88°55'33"E	406.13'
L5	S01°39'56"E	30.11'
L6	S54°54'00"W	207.85'
L7	S88°33'03"W	147.88'
L8	N01°40'38"W	33.72'
L9	S87°42'04"W	102.41'
L10	S00°58'39"E	32.89'
L11	S88°17'06"W	84.81'

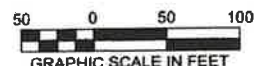
////// TOTAL AREA OF EASEMENT.: 1.51 ACRES

NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)](EPOCH:2010.0000), U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN MARCH, 2022.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W. ADDITIONAL TEMPORARY WORKSPACE
P.B.E. PROPOSED BUFFER EASEMENT
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R/W. R.O.W.



Chad Joseph Barrios
12/24/22
CHAD JOSEPH BARRIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6184
SURVEY FIRM LICENSE NO. 10193802



TRC 14701 St. Mary's Lane, Suite 500
Houston, TX 77079
(281) 616-0100

THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK EFFLUENT PIPELINE BUFFER ZONE EASEMENT ACROSS THE PROPERTY OF JAMES N. VOGEL, ET UX
CKD BY:	TRC	
DATE:	11/14/22	
SCALE:	1" = 100'	
REV#	DATE	DESCRIPTION
2	12/22/22	REVISED WORKSPACE
1	12/01/22	CLIENT COMMENTS
DRAWING:	APN 59395_EASEMENT	SHEET NO. 1 OF 2

P22C

ATTACHMENT 2

EXHIBIT "B"

City of Seguin

Geronimo Creek Effluent Pipeline

TRACT NO. APN 59397

BUFFER ZONE EASEMENT

Description of a buffer zone easement situated in the J. Sowell Survey, A-35, Guadalupe County, Texas and being situated on a called 27.174 acre tract of land conveyed to James N. Vogel, ET UX described by an instrument recorded in Volume 524, Page 754 of the Official Records of Guadalupe County, Texas (O.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod with a cap marked "2633" marking the eastern most easterly corner of said called 27.174 acre tract of land, **THENCE** North 21°31'39" West along the east line of said 27.174 acre tract of land a distance of 190.32 feet to the **POINT OF BEGINNING**;

THENCE South 88°56'36" West, a distance of 1,293.30 feet to a point on the west line of said 27.174 acre tract;
THENCE North 46°38'46" East, along and with the west line of said 27.174 acre tract, for a distance of 221.99 feet to a point, said point being the northwest corner of said 27.174 acre tract;
THENCE North 88°56'36" East, along and with the north line of said 27.174 acre tract, for a distance of 154.77 feet to a point;
THENCE North 88°55'32" East, along and with the north line of said 27.174 acre tract, a distance of 99.05 feet to a point;
THENCE North 88°56'39" East, along and with the north line of said 27.174 acre tract, a distance of 10.22 feet to a point;
THENCE North 88°55'32" East, along and with the north line of said 27.174 acre tract, a distance of 184.61 feet to a point;
THENCE North 88°55'33" East, along and with the north line of said 27.174 acre tract, a distance of 586.53 feet to a point;
THENCE North 88°53'20" East, along and with the north line of said 27.174 acre tract, a distance of 38.04 feet to a point, said point being the Northeast corner of said 27.174 acre tract;

THENCE South 21°31'39" East, a distance of 159.79 feet, back to the **POINT OF BEGINNING**, said easement having a total area of 4.06 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas SouthCentral Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.


Douglas R. Kozak
Registered Professional Land Surveyor
Texas Registration No. 6888
Survey Firm License No. 10193802

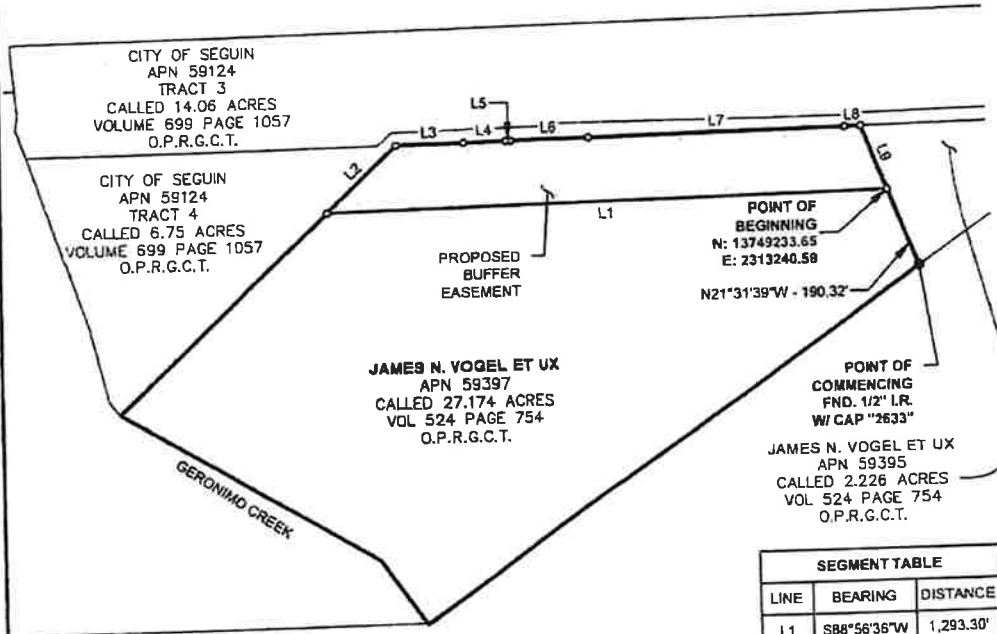
Date: 12-2-22



EXHIBIT "B"
GUADALUPE COUNTY, TEXAS
J. SOWELL SURVEY, A-35
ATTACHMENT 2



VICINITY MAP
N.T.S.



POINT OF
BEGINNING
N: 13749233.65
E: 2313240.58

N21°31'39"W - 190.32'

POINT OF
COMMENCING
FND. 1/2" I.R.
W/ CAP "2633"

JAMES N. VOGEL ET UX
APN 59395
CALLED 2.226 ACRES
VOL 524 PAGE 754
O.P.R.G.C.T.

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	S88°56'36"W	1,293.30'
L2	N46°38'46"E	221.99'
L3	N88°56'36"E	154.77'
L4	N88°55'32"E	99.05'
L5	N88°55'39"E	10.22'
L6	N88°55'32"E	184.61'
L7	N88°55'33"E	586.53'
L8	N88°53'20"E	38.04'
L9	S21°31'39"E	159.79'

/// TOTAL AREA OF EASEMENT: 4.06 ACRES

NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN MARCH, 2022.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W. ADDITIONAL TEMPORARY WORKSPACE
P.B.E. PROPOSED BUFFER EASEMENT
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R/W. R.O.W.

150 0 150 300
GRAPHIC SCALE IN FEET

DB

DOUGLAS R. KOZAK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6888
SURVEY FIRM LICENSE NO. 10193802



TRC 14701 St. Mary's Lane, Suite 500
Houston, TX 77079
(281) 916-0100

12-2-22

THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK EFFLUENT PIPELINE BUFFER ZONE EASEMENT ACROSS THE PROPERTY OF JAMES N. VOGEL, ET UX
CKD BY:	TRC	
DATE:	11/11/22	
SCALE:	1" = 300'	
REV#	DATE	DESCRIPTION
0	11/14/22	CERTIFIED
1	12/01/22	CLIENT COMMENTS
DRAWING: APN 59397_EASEMENT		SHEET NO. 1 OF 2