

RESOLUTION NO. R2023-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING THE PURCHASE OF WATER RIGHTS FROM THE OWNER OF THE ONE ACRE LOT LOCATED AT 1900 SOUTH WATER STREET, BURNET

WHEREAS, Steve Henderson (hereinafter "Grantor") owns a one acre tract of land of land abutting the commercial development known as the Crossings at Highway 281 South; and

WHEREAS, Grantor owns the Henderson Carwash currently located on the one acre tract; and

WHEREAS, the Grantor has offered to sell certain easement and water rights conveyance instruments to the City.

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

Section one. Acceptance. The Water Warranty Deed described in the instruments attached hereto is hereby accepted for the purchase price of \$5000.00.

Section two. Authorization. The mayor is hereby authorized to execute the Water Warranty Deed in substantially the same form as the attached Instrument; direct payment of the purchase price be paid to Grantor, and, execute such other documents and take such other actions reasonably necessary to facilitate the purpose of this Resolution.

Section three. Direction. The City Secretary is hereby authorized and directed to have the executed Easement Instrument recorded in the Public Records of the Office of the Burnet County Clerk and the official records of the City.

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

Signature page to follow:

PASSED AND APPROVED to be effective this the 22nd day of August, 2023.

CITY OF BURNET



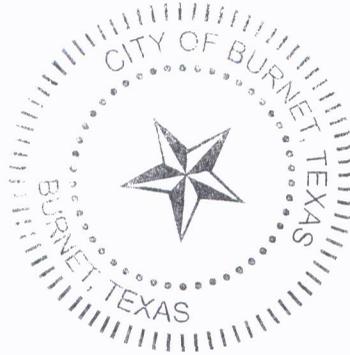
Gary Wideman, Mayor

ATTEST:



Kelly Dix, City Secretary

Attachments: Water Warranty Deed



**SPECIAL WARRANTY WATER DEED
AND TRANSFER OF WATER RIGHTS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BURNET §

THAT **Steve Henderson** (hereinafter "Grantor") has GRANTED, SOLD, TRANSFERRED and CONVEYED, and by these presents does hereby GRANT, SELL, TRANSFER and CONVEY unto the **City of Burnet, Texas**, a Texas home rule municipality, (hereinafter "Grantee"), the rights and interests that follows:

WATER RIGHTS (whether deemed real or personal property): All Water Rights part of, derived from, or otherwise associated with Grantor's Real Property described as 1.00 acres of land out of the Lemuel Taylor Survey No. 8 Abstract No. 880, Burnet County, Texas and being more particularly described in that certain Warranty Deed recorded in Volume 889 at Page 270 of the Public Records of Burnet County, Texas

TOGETHER WITH all and singular, the real and personal property rights, privileges and appurtenances pertaining thereto.

RESERVATIONS FROM CONVEYANCE AND WARRANTY: Notwithstanding anything herein contained to the contrary, it is understood and agreed that Grantee, its successors or assigns, shall not enter upon nor use the surface of any of Grantor's land for conducting any surface or drilling operations for groundwater. Any beneficial use of the Water Rights shall be by way of transfer of the permitted withdrawal rights to withdrawal points on lands which do not belong to Grantor.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: The Water Rights are subject to any limitations, reductions, restrictions, applicable rules or other conditions now in effect or which may be adopted or imposed by the Aquifer Authority having jurisdiction over the Water Rights, any subsequent regulatory authority, or any other governmental authority or entity or any court with jurisdiction over the property.

GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which Grantor acknowledges, grants, sells, and conveys to Grantee the "Water Rights", together with all and singular the rights and appurtenances thereto, to have and to hold the above described "Water Rights"; and Grantor does hereby bind Grantor's heirs, executors, administrators, and/or assigns, to warrant and forever defend all and singular the said Water Rights unto Grantee, Grantee's successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof by, through and under Grantor, but not otherwise.
The signature page follows.

Water Deed

IN WITNESS WHEREOF this instrument is executed on behalf of Grantor by its duly authorized agent as of the 8th day of August 2023.

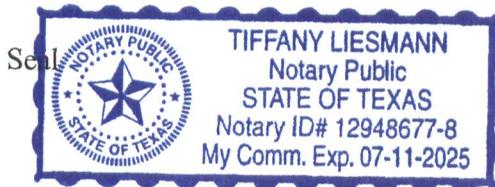
GRANTOR:
STEVE HENDERSON.

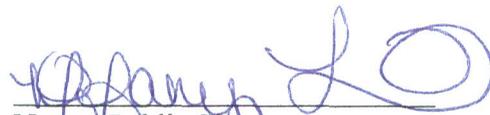
By: 
Steve Henderson

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steve Henderson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of August, 2023.




Notary Public Signature

Grantee's acceptance signature page to follow.

Water Deed

GRANTEE:

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

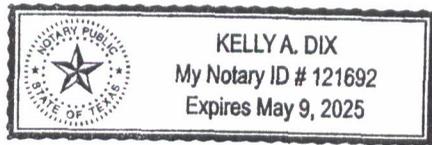
By: 
Gary Wideman, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of August, 2023.

Seal




Notary Public Signature