

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
VIA TELEPHONE CONFERENCE  
AGENDA –JUNE 24, 2020 12:00 P.M.**

NOTICE is hereby given that, pursuant to Section 551.045 of the Texas Government Code and the March 16, 2020 order by the Governor of the State of Texas, the City Council will hold a special meeting on Thursday, June 11, 2020 at 6:00 p.m., via teleconference in accordance with Governor Abbott's order.

This meeting notice, agenda and agenda packet are posted online at [www.gonzales.texas.gov](http://www.gonzales.texas.gov).

*On March 16, 2020, Governor Abbott suspended several provisions of the Texas Open Meetings Act for the duration of his statewide declaration of disaster, including the new requirement (added by H.B. 2840 last legislative session) that the public has a right to speak on agenda items. This DOES NOT apply to statutorily-mandated public hearings, such as zoning and similar hearings. The Governor has since clarified his intent and stated that citizens should be allowed to offer comments by other means.*

*This meeting will be closed to in person attendance by the public. A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.*

*Citizens wishing to offer comments on the posted agenda items may email their comments at least two hours prior to the start of the meeting and the comments will be read into the record during the time allocated for citizen comments. Emails may be sent to [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov) and must include the name of the citizen*

The public toll-free dial in number to participate in the telephone conference is hosted through FreeConferenceCall.com.

Toll-free call in number: **1-844-854-2222**

When asked for an access code enter **348787#**

It is not necessary to announce yourself when you join the teleconference.

A recording of the telephone conference will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

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## **CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE**

### **HEARING OF RESIDENTS**

In person comment suspended as noted above.

### **CLOSED SESSION**

- 1.1 Pursuant to Section 551.086 of the Texas Government Code, to deliberate, vote or take final action on a competitive matter related to certain public power utilities

- a. Consider matters related to contracts for electric service

## **RETURN TO OPEN SESSION**

- 2.1 Discuss and Consider any Action Resulting from Closed Session as Necessary

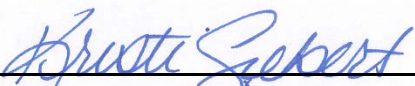
## **RESOLUTIONS, ORDINANCES AND COUNCIL ACTION**

- 3.1 Discuss, Consider & Possible Action on **Resolution #2020-56** Authorizing the Mayor to execute a license agreement with Anthony C. Roehr and Dana Lynn Roehr.
- 3.2 Discuss, Consider & Possible Action on **Resolution #2020-57** Authorizing the Mayor to execute a license agreement with John Edgar Mallory, Jr. and Stephanie A. Werth.
- 3.3 Discuss, Consider & Possible Action on **Resolution #2020-58** Authorizing the Mayor to execute a license agreement with River Land Holdings
- 3.4 Discuss, Consider & Possible Action on **Resolution #2020-59** Authorizing the Mayor to execute a boundary line agreement and special warranty deed with the Gonzales Chamber of Commerce and Agriculture for a portion of property located at 304 Saint Louis Street.

## **ADJOURN**

EXECUTIVE SESSION: The City Council reserves the right to discuss any of the above items in Executive Closed Session if they meet the qualifications in Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, of Chapter 551 of the Government Code of the State of Texas.

CERTIFIED as posted by 5:30 p.m. on June 19, 2020. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

  
\_\_\_\_\_  
Kristi Gilbert, Interim City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on  
**Resolution #2020-56** Authorizing the Mayor  
to execute a license agreement with Anthony  
C. Roehr and Dana Lynn Roehr.

**DATE: June 24, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

On May 14, 2020 the City Council adopted Resolution 2020-31 approving a license agreement with River Land Holdings, LLC for two portions of an unopened street located on the east side of Range No. 15, East of Water Street in the Original Outer Town of Gonzales. These portions are in the process of being sold and a license agreement needs to be transferred to the new owners. On June 1, 2020 the City Council adopted Resolution 2020-46 assigning the license agreement to the new owners. The attorney for the property owners has determined that changes were required in the agreement they provided. The adoption of this resolution will provide a license agreement for the owners individually.

### **POLICY CONSIDERATIONS:**

The City Council has previously approved a similar agreement. This agreement is corrected per the request of the owner's attorney.

### **FISCAL IMPACT:**

N/a

### **STAFF RECOMMENDATION:**

Staff is seeking direction from the Council on this item.

## **RESOLUTION NO. 2020-56**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH ANTHONY C. ROEHR AND DANA LYNN ROEHR ALLOWING THEM THE USE OF CERTAIN TRACTS OF LAND AS DESCRIBED; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Anthony C. Roehr and Dana Lynn Roehr are requesting the right to use tracts of land described in Exhibits “A”, “B” and “C” of the license agreement attached as Attachment A; and,

**WHEREAS**, the concession agreement will for a period of thirty (30) years with the option to be extended for up to one (1) additional thirty (30) year term; and,

**WHEREAS**, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Anthony C. Roehr and Dana Lynn Roehr is in the best interest of the City.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The City Council of the City of Gonzales hereby approves the License Agreement with Anthony C. Roehr and Dana Lynn Roehr attached hereto as Attachment A and authorizes the execution of said Agreement by the City Manager.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Section 8. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 24<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

## **LICENSE AGREEMENT**

This License Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Gonzales, a Municipal Corporation, of Gonzales County, Texas, hereinafter called the LICENSOR, and John Edgar Mallory, Jr., and Stephanie A. Werth of Gonzales County, Texas hereinafter called LICENSEE:

### **RECITALS**

WHEREAS, the LICENSOR is the owner of the tracts of land attached hereto as Exhibit's "A" and "B,";

WHEREAS, the LICENSEE desires to exercise certain rights and privileges upon the Property attached hereto as EXHIBIT "C".

NOW THEREFORE, it is agreed as follows:

### **GRANT OF LICENSE**

LICENSOR hereby grants unto the LICENSEE, its successors and assigns the right to use for free and uninterrupted use, liberty and privilege of occupying the hereinabove described tracts of land, together with free unobstructed ingress and egress to and for the said LICENSEE, their heirs and assigns, for a period of THIRTY (30) years only, from and after the date of this agreement, in, along, upon and over said tract of land TO HAVE AND TO HOLD all and singular the said license and privileges aforesaid, unto the LICENSEE during the term of said License. The rights herein granted to LICENSEE, may be assigned in part or in whole, but expressly subject to the terms of this License Agreement and approval of the City Council. This License may be extended for one ONE (1) additional THIRTY (30) year terms.

In consideration for this agreement, the LICENSEE shall pay to the LICENSOR the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### **TERMINATION**

It is expressly agreed and understood by the LICENSEE that the purpose of this license is to grant to LICENSEE a license and right on the hereinabove described tracts of land because said tracts of land are located within boundaries of the property owned by the LICENSEE, and it is expressly agreed and stipulated, and LICENSEE, by the acceptance of this license, expressly agrees, that should either of the hereinabove described tracts of land cease to be

used by LICENSEE for a period of SIX (6) consecutive months during the term of this grant, or, in the event the LICENSOR shall open for traffic either of the hereinabove tracts of land, this license shall TERMINATE, and be of no force or effect, and all such rights and privileges herein granted as to such tract to the LICENSEE, shall automatically revert to the LICENSOR, and its successors and assigns.

### **RESOLUTION AND AUTHORITY**

This License Agreement and the grant to Licensee has set forth herein were authorized by the duly passed Resolution of the City of Gonzales dated \_\_\_\_ day of \_\_\_\_\_, 2020 and the undersigned was authorized to act on behalf of the City of Gonzales, Texas. A copy of the Resolution is attached hereto as Exhibit "D".

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2020

LICENSOR: City of Gonzales

\_\_\_\_\_  
CONNIE KACIR  
Mayor, City of Gonzales

STATE OF TEXAS

COUNTY OF GONZALES

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Connie Kacir Mayor of the City of Gonzales, Texas, a municipal corporation, on behalf of the corporation, and in the capacity stated.

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

AGREED TO AND ACCEPTED BY:

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John Edgar Mallory, Jr

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Stephanie A. Werth

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by John Edgar Mallory, Jr., and Stephanie A. Werth

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Notary Public, State of Texas



Exhibit "A"

**S19-124C\_B1**

Being all that certain tract of 12.748 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Andrew Zumwalt 3/4 League, Abstract No. 503, more particularly being part of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in the west line of said subject tract, and in the east line of a unopened city street (55.55 feet wide) and at the northwest corner of a 7.554 acre tract of land surveyed on even date, for the southwest corner of this tract or parcel of land hereby intended to be described, said place of beginning bearing North 21° 16' 15" West 344.01 feet from a 3/4 inch iron pipe found at the southwest corner of said subject tract;

**THENCE** North 21° 16' 15" West 376.06 feet along the west line of said subject tract, and the east line of said unopened city street, to a 5/8 inch iron rod set in said line, for the northwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said subject tract, North 68° 14' 01" East 1407.45 feet to a 5/8 inch Iron rod set in the east line of said subject tract, and in the west line of a 23-1/3 acre tract of land described as FIRST TRACT in General Warranty Deed dated January 17, 2011, executed by Robert L. McCollom to John C. Floyd, recorded in Volume 1043, Page 768, of the Official Records of Gonzales County, for the northeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 21° 45' 08" East along the east line of said subject tract, and the west line of said Floyd tract, at 296.71 feet, crossing a 5/8 inch iron rod 0.2 foot above ground, in all a distance of 433.42 feet to a 5/8 inch iron rod found 0.1 foot above ground at a southeast corner of said subject tract, and at the southwest corner of said Floyd tract, and in a north line of a 117 acre tract of land described as SECOND TRACT in above deed to Floyd, the same being in the south line of said Andrew Zumwalt 3/4 League, and in the north line of the Eli Mitchell 3/4 League and Labor, Abstract No. 337, for the southeast corner of this tract or parcel of land hereby intended to be described;

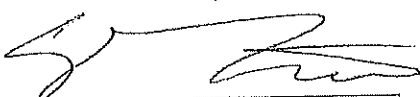
**THENCE** South 68° 09' 38" West 444.44 feet along the south line of said subject tract and said Andrew Zumwalt 3/4 League, and the north line of said Floyd tract and the north line of said Eli Mitchell 3/4 League and Labor, to a 5/8 inch iron rod set at an interior corner of said subject tract, and at a northwest corner of said Floyd SECOND TRACT, and in the east line of said 7.554 acre tract of land surveyed on even date, for a southwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said subject tract along the common line of said 7.554 acre tract of land surveyed on even date as follows:

North 21° 47' 23" West 58.33 feet to a 5/8 inch iron rod set;

South 68° 12' 37" West 966.13 feet to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-124C\_B, dated April 2, 2020.

These Field Notes were prepared from a survey done on the ground under my supervision and are true and correct to the best of my knowledge.



SETH M. FULLILOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6397



EXHIBT "B"

S19-124C\_B2

Being all that certain tract of 0.163 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of the being part of Lot No. 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, more particularly being part of a 1.060 acre tract of land described as SECOND TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 60 penny nail set at the north corner of said subject tract, the same being at the intersection of the east line of said Lot No. 3, and said Range No. 15, and the west line of an unopened city street (55.55 feet wide) with the east line of County Road No. 488, for the north corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 21° 16' 15" East 203.48 feet along the east line of said subject tract, and said Lot No. 3, and said Range No. 15, and the west line of said unopened city street, to a 5/8 Inch Iron rod set (all Iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, the same being the northeast corner of a 0.897 acre tract of land surveyed on even date, for the southeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said subject tract, South 68° 12' 37" West 65.22 feet along the north line of said 0.897 acre tract of land surveyed on even date, to a 5/8 Inch iron rod set in the west line of said subject tract, and in the east line of said County Road No. 488, and at the northwest corner of said 0.897 acre tract of land surveyed on even date, for the southwest corner of this tract or parcel of land hereby intended to be described;

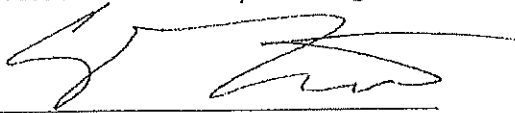
**THENCE** along the west line of said subject tract, and the east line of said County Road No. 488 as follows:

North 07° 07' 55" West 89.71 feet to a 60 penny nail set;

North 00° 18' 55" East 89.92 feet to a 60 penny nail set;

North 03° 43' 04" West 36.75 feet to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-214C\_B, dated April 2, 2020.

These Field Notes were prepared from a survey done on the ground under my supervision and are true and correct to the best of my knowledge.



SETH M. FULLILOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6397

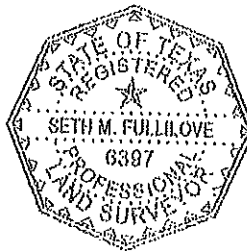


EXHIBIT "C"

S19-124C\_BStreet

Being all that certain tract of 0.479 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of an unopened city street (55.55 feet wide) lying on the east side of Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in the east line of said unopened city street, and in the west line of a 33.213 acre tract of land described in Special Warranty Deed December 9, 2019, executed by River Land Holdings, LLC to Truitt Land Holdings, LLC, recorded in Volume 1333, Page 276, of the Official Records of Gonzales County, the same being the northwest corner of a 7.554 acre tract of land surveyed on even date, and the southwest corner of a 12.748 acre tract of land surveyed on even date, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract, South 68° 12' 37" West 55.55 feet to a 5/8 inch iron rod set in the west line of said unopened city street, and in the east line of a 1.060 acre tract of land described as SECOND TRACT in above deed to Truitt Land Holdings, the same being at the northeast corner of a 0.897 acre tract of land surveyed on even date and at the southeast corner of a 0.163 acre tract of land surveyed on even date, the same being in the east line of Lot No. 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 21° 16' 15" West along the west line of said unopened city street and the east line of said 1.060 acre Truitt Land Holdings tract, and the east line of said 0.163 acre tract of land surveyed on even date, and said Lot No. 3, and said Range No. 15, at 203.48 feet, crossing a 60 penny nail set, at the north corner of said 0.163 acre tract of land surveyed on even date, and in the east line of County Road No. 488, and continuing into said County Road No. 488, at, 138.44 feet, crossing a 5/8 inch iron rod found flush with the ground at the northeast corner of said Lot No. 3, Range No. 15, East of Water Street, and at the southeast corner of Lot No. 4, Range No. 15, East of Water Street, and continuing along the east line of said Lot 4, in all a distance of 376.08 feet to a point in said line, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE crossing said unopened city street, North 68° 14' 01" East 55.55 feet to a 5/8 inch iron rod set in the east line of said unopened city street, and in the west line of said 33.213 acre Truitt Land Holdings tract, the same being the west line of said 12.748 acre tract of land surveyed on even date, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 21° 16' 15" East 376.06 feet along the east line of said subject tract and the west line of said 33.213 acre Truitt Land Holdings tract, and said 12.748 acre tract of land surveyed on even date, to the PLACE OF BEGINNING, as is shown in Gonzales First Shot Surveying Plat No. S19-124C\_B, dated April 2, 2020.

These Field Notes were prepared from a survey done on the ground under my supervision and are true and correct to the best of my knowledge.

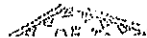



EXHIBIT “D”

Insert Resolution

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on  
**Resolution #2020-57** Authorizing the Mayor  
to execute a license agreement with John  
Edgar Mallory, Jr. and Stephanie A. Werth.

**DATE: June 24, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

On May 14, 2020 the City Council adopted Resolution 2020-31 approving a license agreement with River Land Holdings, LLC for two portions of an unopened street located on the east side of Range No. 15, East of Water Street in the Original Outer Town of Gonzales. These portions are in the process of being sold and a license agreement needs to be transferred to the new owners. On June 1, 2020 the City Council adopted Resolution 2020-46 assigning the license agreement to the new owners. The attorney for the property owners has determined that changes were required in the agreement they provided. The adoption of this resolution will provide a license agreement for the owners individually.

### **POLICY CONSIDERATIONS:**

The City Council has previously approved a similar agreement. This agreement is corrected per the request of the owner's attorney.

### **FISCAL IMPACT:**

N/a

### **STAFF RECOMMENDATION:**

Staff is seeking direction from the Council on this item.

**RESOLUTION NO. 2020-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH JOHN EDGAR MALLORY, JR. AND STEPHANIE A. WERTH ALLOWING THEM THE USE OF CERTAIN TRACTS OF LAND AS DESCRIBED; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, John Edgar Mallory, Jr. and Stephanie A. Werth are requesting the right to use tracts of land described in Exhibits “A”, “B” and “C” of the license agreement attached as Attachment A; and,

**WHEREAS**, the concession agreement will for a period of thirty (30) years with the option to be extended for up to one (1) additional thirty (30) year term; and,

**WHEREAS**, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with John Edgar Mallory, Jr. and Stephanie A. Werth is in the best interest of the City.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The City Council of the City of Gonzales hereby approves the License Agreement with John Edgar Mallory, Jr. and Stephanie A. Werth attached hereto as Attachment A and authorizes the execution of said Agreement by the Mayor.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Section 8. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 24<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

## **LICENSE AGREEMENT**

This License Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Gonzales, a Municipal Corporation, of Gonzales County, Texas, hereinafter called the LICENSOR, and Anthony C. Roehr and wife, Dana Lynn Roehr of Gonzales County, Texas hereinafter called LICENSEE:

### **RECITALS**

WHEREAS, the LICENSOR is the owner of the tracts of land attached hereto as Exhibit's "A":

WHEREAS, the LICENSEE desires to exercise certain rights and privileges upon the Property attached hereto as EXHIBIT "C".

NOW THEREFORE, it is agreed as follows:

### **GRANT OF LICENSE**

LICENSOR hereby grants unto the LICENSEE, its successors and assigns the right to use for free and uninterrupted use, liberty and privilege of occupying the hereinabove described tracts of land, together with free unobstructed ingress and egress to and for the said LICENSEE, their heirs and assigns, for a period of THIRTY (30) years only, from and after the date of this agreement, in, along, upon and over said tract of land TO HAVE AND TO HOLD all and singular the said license and privileges aforesaid, unto the LICENSEE during the term of said License. The rights herein granted to LICENSEE, may be assigned in part or in whole, but expressly subject to the terms of this License Agreement and approval of the City Council. This License may be extended for one ONE (1) additional THIRTY (30) year terms.

In consideration for this agreement, the LICENSEE shall pay to the LICENSOR the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### **TERMINATION**

It is expressly agreed and understood by the LICENSEE that the purpose of this license is to grant to LICENSEE a license and right on the hereinabove described tracts of land because said tracts of land are located within boundaries of the property owned by the LICENSEE, and it is expressly agreed and stipulated, and LICENSEE, by the acceptance of this license, expressly agrees, that should either of the hereinabove described tracts of land cease to be



used by LICENSEE for a period of SIX (6) consecutive months during the term of this grant, or, in the event the LICENSOR shall open for traffic either of the hereinabove tracts of land, this license shall TERMINATE, and be of no force or effect, and all such rights and privileges herein granted as to such tract to the LICENSEE, shall automatically revert to the LICENSOR, and its successors and assigns.

### RESOLUTION AND AUTHORITY

This License Agreement and the grant to Licensee has set forth herein were authorized by the duly passed Resolution of the City of Gonzales dated \_\_\_\_\_ day of \_\_\_\_\_, 2020 and the undersigned was authorized to act on behalf of the City of Gonzales, Texas. A copy of the Resolution is attached hereto as Exhibit "D".

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

LICENSOR: City of Gonzales

\_\_\_\_\_

CONNIE KACIR  
Mayor, City of Gonzales

STATE OF TEXAS

COUNTY OF GONZALES

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Connie Kacir Mayor of the City of Gonzales, Texas, a municipal corporation, on behalf of the corporation, and in the capacity stated.

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

AGREED TO AND ACCEPTED BY:

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Anthony C. Roehr

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Dana Lynn Roehr

STATE OF TEXAS                      §

COUNTY OF GONZALES              §

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Anthony C. Roehr and wife, Dana Lynn Roehr.

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Notary Public, State of Texas

EXHIBIT "A"

S19-124C\_C1

Being all that certain tract of 7.554 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Andrew Zumwalt 3/4 League, Abstract No. 503, and part of the Eli Mitchell 3/4 League and Labor, Abstract No. 337, more particularly being part of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 3/4 inch iron pipe found at the southwest corner of said subject tract, and at the northwest corner of a 19.74 acre tract of land described in Warranty Deed dated September 8, 1978, executed by David Espinosa and Herminia Espinosa to Johnny Espinosa, recorded in Volume 445, Page 574, of the Gonzales County Deed Records, the same being in the east line of an unopened city street (55.55 feet wide), for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 21° 16' 15" West along the west line of said subject tract and the east line of said unopened city street, at 284.84 feet, crossing the approximate northwest corner of said Eli Mitchell 3/4 League and Labor, and the approximate southwest corner of said Andrew Zumwalt 3/4 League and Labor, in all a distance of 344.01 feet to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, the same being at the southwest corner of a 12.748 acre tract of land surveyed on even date, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract along the common line of said 12.748 acre tract of land surveyed on even date as follows:

North 68° 12' 37" East 966.13 feet to a 5/8 inch iron rod set;

South 21° 47' 23" East 58.33 feet to a 5/8 inch iron rod set at an interior corner of said subject tract, and at a northwest corner of a 117 acre tract of land described as SECOND TRACT, in General Warranty Deed dated January 17, 2011, executed by Robert L. McCollom to John C. Floyd, recorded in Volume 1043, Page 768, of the Official Records of Gonzales County, the same being in the south line of said Andrew Zumwalt 3/4 League, and the north line of said Eli Mitchell 3/4 League and Labor, for an angle point in the east line of this tract or parcel of land hereby intended to be described;

THENCE South 21° 30' 50" East 278.17 feet along the east line of said subject tract, and the west line of said Floyd tract, to a 5/8 inch iron rod set at the southeast corner of said subject tract, and at the northeast corner of said Espinosa tract, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 67° 46' 01" West 967.93 feet along the south line of said subject tract and the north line of said Espinosa tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No S19-124C\_C, dated April 02, 2020.

These Field Notes were prepared from a survey done on the ground under my supervision and are true and correct to the best of my knowledge.

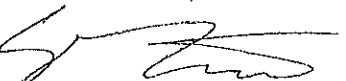
  
SETH M. FULLILOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6397



EXHIBIT "B"

S19-124C\_C2

Being all that certain tract of 0.897 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, more particularly being part of Lots Nos. 2 and 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, more particularly being part of a 1.060 acre tract of land described as SECOND TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 60 penny nail set at the southwest corner of said subject tract, and at a northwest corner of a 23-1/2 acre tract of land described as THIRD: TRACT NO. 1, In Deed of Partition dated May 27, 1950, executed by George Wallace, et al. to Varence Wallace, recorded in Volume 261, Page 577, of the Gonzales County Deed Records, the same being in the east line of County Road No. 488, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE along the east line of said county road as follows:

North 01° 19' 08" East 178.87 feet to a 60 penny nail set;

North 03° 39' 31" West 62.45 feet to a 60 penny nail set;

North 08° 48' 14" West 93.12 to a 60 penny nail set;

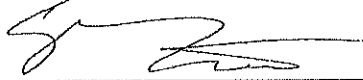
North 07° 07' 55" West 20.44 feet to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, and at the southwest corner of a 0.163 acre tract of land surveyed on even date, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract, North 68° 12' 37" East 65.22 feet along the south line of said 0.168 acre tract of land surveyed on even date, to a 5/8 inch iron rod set in the east line of said subject tract, and in the west line of a unopened city street (55.55 feet wide) and at the southeast corner of said 0.168 acre tract of land surveyed on even date, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 21° 16' 15" East 344.44 feet along the east line of said subject tract, and the west line of said unopened city street, to a 5/8 inch iron rod set at the southeast corner of said subject tract, and in the north line of said Wallace tract, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 71° 26' 42" West 178.11 feet along the south line of said subject tract, and the north line of said Wallace tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-124C\_C, dated April 2, 2020.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 6397



EXHIBIT "C"

S19-124C\_CStreet

Being all that certain tract of 0.438 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of an unopened city street (55.55 feet wide) lying on the east side of Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 3/4 Inch Iron pipe found in the east line of said unopened city street, the same being at the southwest corner of a 33.213 acre tract of land described as FIRST TRACT in Special Warranty Deed December 9, 2019, executed by River Land Holdings, LLC to Truitt Land Holdings, LLC, recorded in Volume 1333, Page 276, of the Official Records of Gonzales County, and at the southwest corner of a 7.554 acre tract of land surveyed on even date, and at the northwest corner of a 19.74 acre tract of land described in Warranty Deed dated September 8, 1978, executed by David Espinosa and Hermilita Espinosa to Johnny Espinosa, recorded in Volume 445, Page 574, of the Gonzales County Deed Records, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE entering said unopened city street, South 67° 46' 01" West 55.55 feet to a 5/8 Inch Iron rod set (all Iron rods set with red plastic cap marked Gonzales First Shot Surv) at the southeast corner of a 1.050 acre tract of land described as SECOND TRACT in Special Warranty Deed December 9, 2019, executed by River Land Holdings, LLC to Truitt Land Holdings, LLC, recorded in Volume 1333, Page 276, of the Official Records of Gonzales County, and at the southeast corner of a 0.897 acre tract of land surveyed on even date, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 21° 16' 15" West 344.44 feet along the west line of said unopened city street, and the east line of said 1.060 acre Truitt Land Holdings tract, and said 0.897 acre tract of land surveyed on even date, to a 5/8 Inch Iron rod set in said line, and at the northeast corner of said 0.897 acre tract of land surveyed on even date, and at the southeast corner of a 0.163 acre tract of land surveyed on even date, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said unopened city street, North 68° 12' 37" East 55.55 feet to a 5/8 Inch Iron rod set in the east line of said unopened city street, and in the west line of said 33.213 acre Truitt Land Holdings tract, the same being at the northwest corner of said 7.554 acre tract of land surveyed on even date, and at the southwest corner of a 12.748 acre tract of land surveyed on even date, and being in the west line of the Andrew Zumwalt 3/4 League, Abstract No. 503, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE 21° 16' 15" East along the east line of said unopened city street, and the west line of said 33.213 acre Truitt Land Holdings tract, and said 7.554 acre tract of land surveyed on even date, and said Andrew Zumwalt 3/4 League, at 59.17 feet, crossing the southwest corner of said Andrew Zumwalt 3/4 League and the northwest corner of the Eli Mitchell 3/4 League and Labor, Abstract No. 337, and continuing along the west line of said Eli Mitchell 3/4 League and Labor, in all a distance of 344.01 feet to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-124C\_C, dated April 2, 2020.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 6397



EXHIBIT “D”

INSERT Resolution

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on  
**Resolution #2020-58** Authorizing the Mayor  
to execute a license agreement with River  
Land Holdings, LLC.

**DATE: June 24, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

On May 14, 2020 the City Council adopted Resolution 2020-31 approving a license agreement with River Land Holdings, LLC for two portions of an unopened street located on the east side of Range No. 15, East of Water Street in the Original Outer Town of Gonzales. These portions are in the process of being sold and a license agreement needs to be transferred to the new owners. On June 1, 2020 the City Council adopted Resolution 2020-46 assigning the license agreement to the new owners. The attorney for the property owners has determined that changes were required in the agreement they provided. The adoption of this resolution will provide a license agreement for the owners individually.

### **POLICY CONSIDERATIONS:**

The City Council has previously approved a similar agreement. This agreement is corrected per the request of the owner's attorney.

### **FISCAL IMPACT:**

N/a

### **STAFF RECOMMENDATION:**

Staff is seeking direction from the Council on this item.

## **RESOLUTION NO. 2020-58**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH RIVER LAND HOLDINGS, LLC ALLOWING THEM THE USE OF CERTAIN TRACTS OF LAND AS DESCRIBED; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, River Land Holdings, LLC. are requesting the right to use tracts of land described in Exhibits “A”, “B” and “C” of the license agreement attached as Attachment A; and,

**WHEREAS**, the concession agreement will for a period of thirty (30) years with the option to be extended for up to one (1) additional thirty (30) year term; and,

**WHEREAS**, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with River Land Holdings, LLC. is in the best interest of the City.

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The City Council of the City of Gonzales hereby approves the License Agreement with River Land Holdings, LLC. attached hereto as Attachment A and authorizes the execution of said Agreement by the Mayor.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.



Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

Section 8. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 24<sup>th</sup> day of June, 2020.**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristi Gilbert, Interim City Secretary

## **LICENSE AGREEMENT**

This License Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Gonzales, a Municipal Corporation, of Gonzales County, Texas, hereinafter called the LICENSOR, and River Land Holdings, LLC a Texas Limited Liability Company of Gonzales County, Texas hereinafter called LICENSEE:

### **RECITALS**

WHEREAS, the LICENSOR is the owner of the tracts of land attached hereto as Exhibit's "A";

WHEREAS, the LICENSEE desires to exercise certain rights and privileges upon the Property attached hereto as EXHIBIT "B".

NOW THEREFORE, it is agreed as follows:

### **GRANT OF LICENSE**

LICENSOR hereby grants unto the LICENSEE, its successors and assigns the right to use for free and uninterrupted use, liberty and privilege of occupying the hereinabove described tracts of land, together with free unobstructed ingress and egress to and for the said LICENSEE, their heirs and assigns, for a period of THIRTY (30) years only, from and after the date of this agreement, in, along, upon and over said tract of land TO HAVE AND TO HOLD all and singular the said license and privileges aforesaid, unto the LICENSEE during the term of said License. The rights herein granted to LICENSEE, may be assigned in part or in whole, but expressly subject to the terms of this License Agreement and approval of the City Council. This License may be extended for one ONE (1) additional THIRTY (30) year terms.

In consideration for this agreement, the LICENSEE shall pay to the LICENSOR the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

### **TERMINATION**

It is expressly agreed and understood by the LICENSEE that the purpose of this license is to grant to LICENSEE a license and right on the hereinabove described tracts of land because said tracts of land are located within boundaries of the property owned by the LICENSEE, and it is expressly agreed and stipulated, and LICENSEE, by the acceptance of this license, expressly agrees, that should either of the hereinabove described tracts of land cease to be used by LICENSEE for a period of SIX (6) consecutive months during the term of this grant,

or, in the event the LICENSOR shall open for traffic either of the hereinabove tracts of land, this license shall TERMINATE, and be of no force or effect, and all such rights and privileges herein granted as to such tract to the LICENSEE, shall automatically revert to the LICENSOR, and its successors and assigns.

### **RESOLUTION AND AUTHORITY**

This License Agreement and the grant to Licensee has set forth herein were authorized by the duly passed Resolution of the City of Gonzales dated \_\_\_\_\_ day of \_\_\_\_\_, 2020 and the undersigned was authorized to act on behalf of the City of Gonzales, Texas. A copy of the Resolution is attached hereto as Exhibit "D".

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

LICENSOR: City of Gonzales

\_\_\_\_\_  
CONNIE KACIR  
Mayor, City of Gonzales

STATE OF TEXAS

COUNTY OF GONZALES

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Connie Kacir Mayor of the City of Gonzales, Texas, a municipal corporation, on behalf of the corporation, and in the capacity stated.

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

AGREED TO AND ACCEPTED BY:

**LICENSEE:**

River Land Holdings, LLC,  
a Texas limited liability company

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

Henry C. Schmidt, III, Manager

STATE OF TEXAS                      §

COUNTY OF GONZALES              §

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
Henry C. Schmidt, III, as Manager of River Land Holdings, LLC, for the benefit of said company.

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

## EXHIBIT "A"

Being 33.213 acres, more or less, lying and being situated in Gonzales County, Texas, being the same land described in as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holding, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, Texas, LESS AND EXECPT:

### Tract 1:

Being all that certain tract of 7.554 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Andrew Zumwalt 3/4 League, Abstract No. 503, and part of the Eli Mitchell 3/4 League and Labor, Abstract No. 337, more particularly being part of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 3/4 inch iron pipe found at the southwest corner of said subject tract, and at the northwest corner of a 19.74 acre tract of land described in Warranty Deed dated September 8, 1978, executed by David Espinosa and Herminia Espinosa to Johnny Espinosa, recorded in Volume 445, Page 574, of the Gonzales County Deed Records, the same being in the east line of an unopened city street (55.55 feet wide), for the southwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** North 21° 16' 15" West along the west line of said subject tract and the east line of said unopened city street, at 284.84 feet, crossing the approximate northwest corner of said Eli Mitchell 3/4 League and Labor, and the approximate southwest corner of said Andrew Zumwalt 3/4 League and Labor, in all a distance of 344.01 feet to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, the same being at the southwest corner of a 12.748 acre tract of land surveyed on even date, for the northwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said subject tract along the common line of said 12.748 acre tract of land surveyed on even date as follows:

North 68° 12' 37" East 966.13 feet to a 5/8 inch iron rod set;

South 21° 47' 23" East 58.33 feet to a 5/8 inch iron rod set at an interior corner of said subject tract, and at a northwest corner of a 1.17 acre tract of land described as SECOND TRACT, in General Warranty Deed dated January 17, 2011, executed by Robert L. McCollom to John C. Floyd, recorded in Volume 1043, Page 768, of the Official Records of Gonzales County, the same being in the south line of said Andrew Zumwalt 3/4 League, and the north line of said Eli Mitchell 3/4 League and Labor, for an angle point in the east line of this tract or parcel of land hereby intended to be described;

**THENCE** South 21° 30' 50" East 278.17 feet along the east line of said subject tract, and the west line of said Floyd tract, to a 5/8 inch iron rod set at the southeast corner of said subject tract, and at the northeast corner of said Espinosa tract, for the southeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 67° 46' 01" West 967.93 feet along the south line of said subject tract and the north line of said Espinosa tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No S19-124C\_C, dated April 02, 2020.

## Tract 2:

Being all that certain tract of 0.897 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, more particularly being part of Lots Nos. 2 and 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, more particularly being part of a 1.060 acre tract of land described as SECOND TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 60 penny nail set at the southwest corner of said subject tract, and at a northwest corner of a 23-1/2 acre tract of land described as THIRD: TRACT NO. 1, in Deed of Partition dated May 27, 1950, executed by George Wallace, et al. to Varence Wallace, recorded in Volume 261, Page 577, of the Gonzales County Deed Records, the same being in the east line of County Road No. 488, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE along the east line of said county road as follows:

North 01° 19' 08" East 178.87 feet to a 60 penny nail set;

North 03° 39' 31" West 62.45 feet to a 60penny nail set;

North 08° 48' 14" West 93.12 to a 60 penny nail set;

North 07° 07' 55" West 20.44 feet to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, and at the southwest corner of a 0.163 acre tract of land surveyed on even date, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract, North 68° 12' 37" East 65.22 feet along the south line of said 0.168 acre tract of land surveyed on even date, to a 5/8 inch iron rod set in the east line of said subject tract, and in the west line of a unopened city street (55.55 feet wide) and at the southeast corner of said 0.168 acre tract of land surveyed on even date, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 21° 16' 15" East 344.44 feet along the east line of said subject tract, and the west line of said unopened city street, to a 5/8 inch iron rod set at the southeast corner of said subject tract, and in the north line of said Wallace tract, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 71° 26' 42" West 178.11 feet along the south line of said subject tract, and the north line of said Wallace tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-124C\_C, dated April 2, 2020.

### Tract 3:

Being all that certain tract of 12.748 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Andrew Zumwalt 3/4 League, Abstract No. 503, more particularly being part of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

BEGINNING at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in the west line of said subject tract, and in the east line of a unopened city street (55.55 feet wide) and at the northwest corner of a 7.554 acre tract of land surveyed on even date, for the southwest corner of this tract or parcel of land hereby intended to be described, said place of beginning bearing North 21° 16' 15" West 344.01 feet from a 3/4 inch iron pipe found at the southwest corner of said subject tract;

THENCE North 21° 16' 15" West 376.06 feet along the west line of said subject tract, and the east line of said unopened city street, to a 5/8 inch iron rod set in said line, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract, North 68° 14' 01" East 1407.45 feet to a 5/8 inch iron rod set in the east line of said subject tract, and in the west line of a 23-1/3 acre tract of land described as FIRST TRACT in General Warranty Deed dated January 17, 2011, executed by Robert L. McCollom to John C. Floyd, recorded in Volume 1043, Page 768, of the Official Records of Gonzales County, for the northeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 21° 45' 08" East along the east line of said subject tract, and the west line of said Floyd tract, at 296.71 feet, crossing a 5/8 inch iron rod 0.2 foot above ground, in all a distance of 433.42 feet to a 5/8 inch iron rod found 0.1 foot above ground at a southeast corner of said subject tract, and at the southwest corner of said Floyd tract, and in a north line of a 117 acre tract of land described as SECOND TRACT in above deed to Floyd, the same being in the south line of said Andrew Zumwalt 3/4 League, and in the north line of the Eli Mitchell 3/4 League and Labor, Abstract No. 337, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 68° 09' 38" West 444.44 feet along the south line of said subject tract and said Andrew Zumwalt 3/4 League, and the north line of said Floyd tract and the north line of said Eli Mitchell 3/4 League and Labor, to a 5/8 inch iron rod set at an interior corner of said subject tract, and at a northwest corner of said Floyd SECOND TRACT, and in the east line of said 7.554 acre tract of land surveyed on even date, for a southwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said subject tract along the common line of said 7.554 acre tract of land surveyed on even date as follows:

North 21° 47' 23" West 58.33 feet to a 5/8 inch iron rod set;

South 68° 12' 37" West 966.13 feet to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-124C\_B, dated April 2, 2020.

#### Tract 4:

Being all that certain tract of 0.163 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of the being part of Lot No. 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, more particularly being part of a 1.060 acre tract of land described as SECOND TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 60 penny nail set at the north corner of said subject tract, the same being at the intersection of the east line of said Lot No. 3, and said Range No. 15, and the west line of an unopened city street (55.55 feet wide) with the east line of County Road No. 488, for the north corner of this tract or parcel of land hereby intended to be described;

**THENCE** South  $21^{\circ} 16' 15''$  East 203.48 feet along the east line of said subject tract, and said Lot No. 3, and said Range No. 15, and the west line of said unopened city street, to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, the same being the northeast corner of a 0.897 acre tract of land surveyed on even date, for the southeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said subject tract, South  $68^{\circ} 12' 37''$  West 65.22 feet along the north line of said 0.897 acre tract of land surveyed on even date, to a 5/8 inch iron rod set in the west line of said subject tract, and in the east line of said County Road No. 488, and at the northwest corner of said 0.897 acre tract of land surveyed on even date, for the southwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** along the west line of said subject tract, and the east line of said County Road No. 488 as follows:

North  $07^{\circ} 07' 55''$  West 89.71 feet to a 60 penny nail set;

North  $00^{\circ} 18' 55''$  East 89.92 feet to a 60 penny nail set;

North  $03^{\circ} 43' 04''$  West 36.75 feet to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-214C\_B, dated April 2, 2020.



## EXHIBIT "B"

### S19-124C\_AStreet

Being all that certain tract of 0.510 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of an unopened city street (55.55 feet wide) lying on the east side of Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 5/8 inch iron rod set at the northwest corner of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stovall, et al., to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, and at the southwest corner of a 12.032 acre tract of land described in Warranty Deed dated September 3, 1999, executed by Kenneth J. Molnoskey to James A. Molnoskey, recorded in Volume 372, Page 434, of the Gonzales County Deed Records, and in the east line of said unopened city street, for the northeast corner of this tract or parcel of land hereby intended to be described;

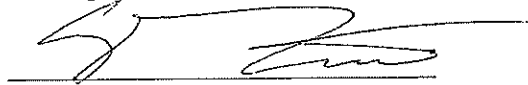
**THENCE** South 21° 16' 15" East 400.08 feet along the east line of said unopened city street and the west line of said River Land tract, to a 5/8 inch iron rod set in said line, and at the northwest corner of a 12.748 acre tract of land surveyed on even date, and the northeast corner of a 0.479 acre portion of said unopened city street surveyed on even date, for the southeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said unopened city street, South 68° 14' 01" West 55.55 feet along the north line of said 0.479 acre portion of said street surveyed on even date, to a point in the west line of said unopened city street, the same being in the east line of Lot 4, said Range No. 15, and at the northwest corner of said 0.479 acre portion of said unopened city street surveyed on even date, for the southwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** North 21° 16' 15" West 400.08 feet along the west line of said unopened city street and the east line of said Lot 4, to a point in said line, for the northwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** entering said street, North 68° 13' 24" East 55.55 feet to the PLACE OF BEGINNING.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 6397



Exhibit "D"

Insert Resolution

G.P.S.  
GRID NORTH

LEGEND

- 1/2" IRON ROD FOUND
- 5/8" IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- 3/4" IRON ROD IN CONC
- 5/8" IRON ROD SET W/  
RED PLASTIC CAP MARKED  
GONZALES FIRST SHOT SURV
- ◎ 600 NAIL SET

1.080 ACRES		Distance
Id	Bearing	
L9	S 71° 59' 42" W	178.11'
L10	N 01° 15' 08" E	176.87'
L11	S 03° 33' 31" W	82.45'
L12	N 08° 48' 14" W	33.12'
L13	N 07° 07' 55" W	110.15'
L14	N 01° 18' 56" E	84.92'
L15	N 05° 43' 04" W	31.76'

D.R. DEED RECORDS  
O.R. OFFICIAL RECORDS

1. 337 and all other series prior to 2013.135; 2. 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948

The undersigned do hereby certify that this survey was this day made JULY 17 2019, on the ground of the property, legally described hereon and is correct; and that there are no discrepancies, conflicts, or rights in area, boundary line, easement, visible use-and-occupancy, overlapping of subdivisions, claimants or apparent rights-of-way, except all as shown hereon; and said property this access to and from described roadway, except as herein shown.

SETH M. FULLOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 4337

**GONZALES FIRST SHOT SURVEYING, L.L.C.**  
403 ST. GEORGE STREET  
GONZALES, TEXAS 78629  
830-672-6555 FIRM# 10172000

SCALE: 1" = 200'	DATE: 07/17/19	SIZE: 18x24
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DRIVER: CAR	CHECKED:	IOB: 640 43

DRAWN: GAB	CHECKED:	JOB: S19-124
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- G.P.S. GRID NORTH
- LEGEND
- 5/8" IRON ROD FOUND
  - ⊙ 3/4" IRON PIPE FOUND
  - 5/8" IRON ROD SET W/ RED PLASTIC CAP MARKED GONZALES FIRST SHOT SURV
  - ⊙ 60D NAIL SET
  - ⊙ WATER METER
  - ELECTRIC LINE
  - WIRE FENCE
  - D.R. DEED RECORDS
  - O.R. OFFICIAL RECORDS

NOTE: ALL FOUND MONUMENTS DESCRIBED WITH HEIGHT ABOVE GROUND OR BELOW GROUND INDICATED WITH A #, 0, OR + #

LOT 4

RANGE 15 EAST OF WATER STREET

LOT 3

ANDREW ZUMWALT 3/4 LEAGUE ABSTRACT NO. 503  
CITY OF GONZALES PARTS OF LOT NO. 3  
RANGE 15 EAST OF WATER STREET

REMAINDER OF FIRST TRACT 33.213 ACRES  
RIVER LAND HOLDINGS, LLC  
1321 / 127 D.R.

N 68°14'01" E 1407.45'

12.748 ACRES

S 68°12'37" W 966.13'

ANDREW ZUMWALT 3/4 LEAGUE A - 503  
ELI MITCHELL 3/4 LEAGUE & LABOR A - 337

REMAINDER OF FIRST TRACT 33.213 ACRES  
RIVER LAND HOLDINGS, LLC  
1321 / 127 D.R.

REMAINDER OF SECOND TRACT 1.060 ACRES  
RIVER LAND HOLDINGS, LLC  
1321 / 127 D.R.

JOHN C. FLOYD  
FIRST TRACT 23 1/3 ACRES  
1043 / 768 D.R.

S 21°45'08" E 433.42'

(+1)

JOHN C. FLOYD  
SECOND TRACT 117 ACRES  
1043 / 768 D.R.

N 21°47'23" W 58.33'  
S 68°09'38" W 444.44'

PLAT SHOWING all that certain tract of 12.748 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Andrew Zumwalt 3/4 League, Abstract No. 503, more particularly being part of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stoval, et al to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, AND all that certain tract of 0.163 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of the being part of Lot No. 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, more particularly being part of a 1.060 acre tract of land described as SECOND TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stoval, et al to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County.

The undersigned does hereby certify that this survey was this day made APRIL 02, 2020, on the ground of the property, legally described hereon and is correct; and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, visible encroachments, overlapping of improvements, easements or apparent rights-of-way, except as shown hereon, and said property has access to and from dedicated roadway, except as shown hereon.



SETH M. FULLILOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6397

LINE DATA		
Id	Bearing	Distance
L1	S 68°12'37" W	65.22'
L2	N 07°07'55" W	89.71'
L3	N 00°18'55" E	89.92'
L4	N 03°43'04" W	36.75'
L5	S 21°16'15" E	203.48'

GONZALES FIRST SHOT SURVEYING, L.L.C.  
403 St. GEORGE STREET  
GONZALES, TEXAS 78629  
830-672-6585 FIRM# 10172000

SCALE: 1" = 150'	DATE: 04/02/20	SIZE: 11x17
DRAWN: GAB	CHECKED:	JOB: S19-124C_B





- G.P.S. GRID NORTH**
- LEGEND**
- 5/8" IRON ROD FOUND
  - ⊙ 3/4" IRON PIPE FOUND
  - 5/8" IRON ROD SET W/  
RED PLASTIC CAP MARKED  
GONZALES FIRST SHOT SURV
  - ⊙ 60D NAIL SET
  - Ⓜ WATER METER
  - E— ELECTRIC LINE
  - W— WIRE FENCE
  - D.R. DEED RECORDS
  - O.R. OFFICIAL RECORDS

NOTE: ALL FOUND  
MONUMENTS DESCRIBED  
WITH HEIGHT ABOVE  
GROUND OR BELOW  
GROUND INDICATED WITH A  
#, 0, OR +#

LINE DATA		
Id	Bearing	Distance
L1	S 71°26'42" W	178.11'
L2	N 01°19'08" E	178.87'
L3	N 03°39'31" W	62.45'
L4	N 08°48'14" W	93.12'
L5	N 07°07'55" W	20.44'
L6	N 68°12'37" E	65.22'
L7	S 21°16'15" E	344.44'

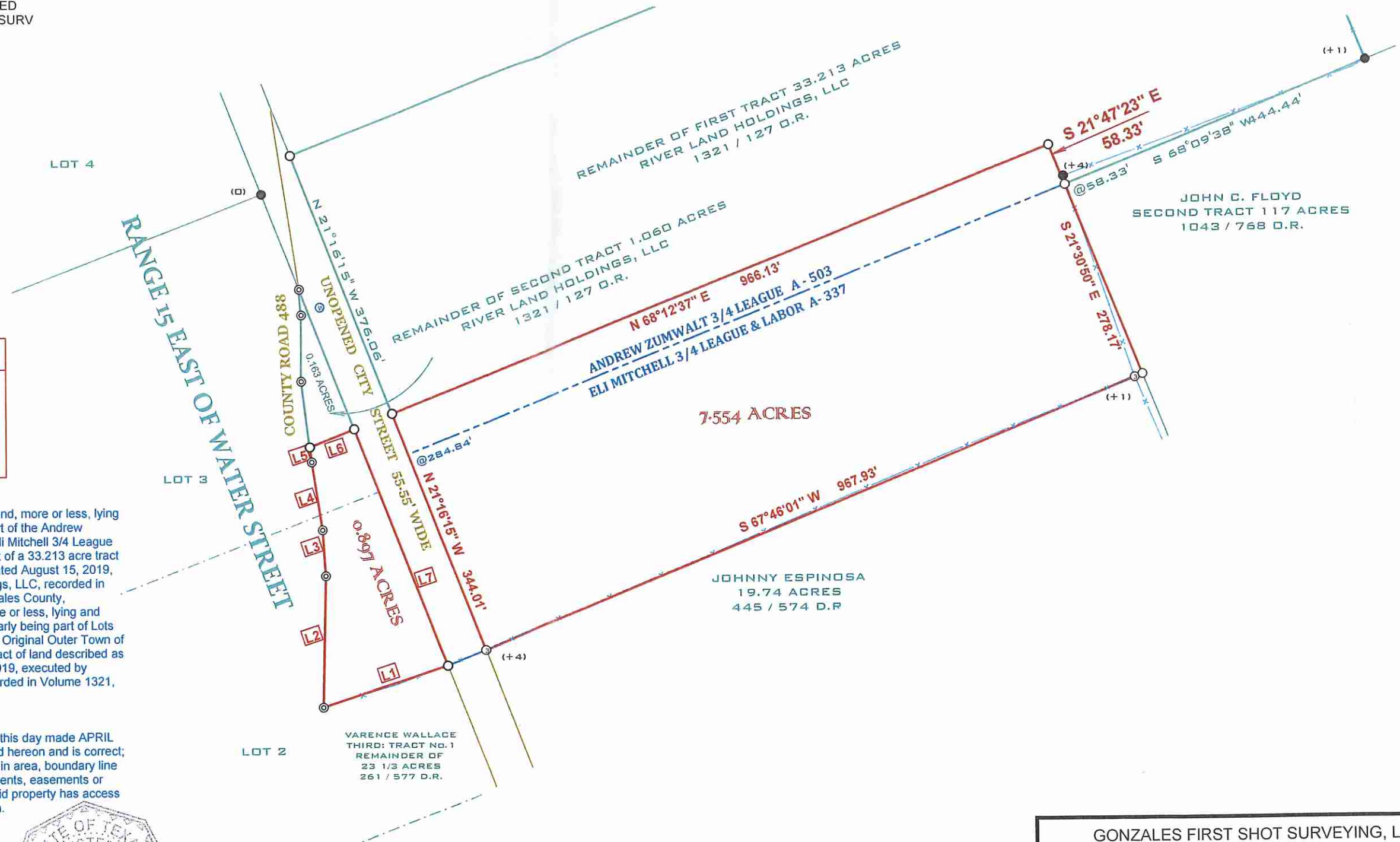
PLAT SHOWING all that certain tract of 7.554 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Andrew Zumwalt 3/4 League, Abstract No. 503, and part of the Eli Mitchell 3/4 League and Labor, Abstract No. 337, more particularly being part of a 33.213 acre tract of land described as FIRST TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stoval, et al to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County, AND all that certain tract of 0.897 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, more particularly being part of Lots Nos. 2 and 3, Range No. 15, East of Water Street, in the Original Outer Town of Gonzales, more particularly being part of a 1.060 acre tract of land described as SECOND TRACT in Warranty Deed dated August 15, 2019, executed by Ernestine Stoval, et al to River Land Holdings, LLC, recorded in Volume 1321, Page 127, of the Official Records of Gonzales County.

The undersigned does hereby certify that this survey was this day made APRIL 02, 2020, on the ground of the property, legally described hereon and is correct; and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, visible encroachments, overlapping of improvements, easements or apparent rights-of-way, except as shown hereon, and said property has access to and from dedicated roadway, except as shown hereon.

SETH M. FULLILOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6397



ANDREW ZUMWALT 3/4 LEAGUE ABSTRACT NO. 503  
ELI MITCHELL 3/4 LEAGUE ABSTRACT NO. 337  
CITY OF GONZALES PARTS OF LOT NO. 2 AND LOT NO. 3  
RANGE 15 EAST OF WATER STREET



GONZALES FIRST SHOT SURVEYING, L.L.C.  
403 St. GEORGE STREET  
GONZALES, TEXAS 78629  
830-672-6585 FIRM# 10172000

SCALE: 1" = 150'	DATE: 04/02/20	SIZE: 11x17
DRAWN: GAB	CHECKED:	JOB: S19-124C_C