

RESOLUTION

On motion made and seconded, it is hereby resolved that:

- A. WHEREAS, the College Station Independent School District ("**District**") owns approximately sixty four (64) acres of real property at the intersection of Victoria Avenue and Barron, in College Station, Brazos County, Texas ("**Property**"); and
- B. WHEREAS, the City of College Station ("**City**") has requested that the District sell to the City a parcel of land at the intersection of Barron Road and Victoria Avenue that would facilitate the flow of traffic at that intersection ("**Corner Clip**"); and
- C. WHEREAS, the Corner Clip will encompass approximately 551 square feet of land, more or less; and
- D. WHEREAS, the City has also requested that the District sell to the City a parcel of land that will be used to extend Victoria Avenue to State Highway 40 that will facilitate the flow of traffic upon construction of the new high school on the Property (the "**Extension**"); and
- E. WHEREAS, the City has determined that as a result of the development in the area of Victoria Avenue and Barron Road, including without limitation the construction of a new high school on the Property, a traffic signal is required to be installed at the intersection of Victoria Avenue and Barron Road ("**Traffic Signal**"); and
- F. WHEREAS, the City has requested that the District pay for the installation of the Traffic Signal; and
- G. WHEREAS, as recently as October 2009 the City has purchased land from the District where such land was a part of the Property described above, said purchase of land being for the purpose of expanding the Barron Road public right of way and public utility easement ("**Right of Way Acquisition**"); and
- H. WHEREAS, prior to the Right of Way Acquisition the City provided to the District an appraisal of the fair market value of the property and easement acquired as a part of the Right of Way Acquisition; and
- I. WHEREAS, the Corner Clip and the Extension are contiguous to the property transferred in the Right of Way Acquisition, and the District is able to determine the fair market value of the Corner Clip by reference to the prior appraisal; and
- J. WHEREAS, the City has provided the District with an estimate of the cost of construction and installation of the Traffic Signal; and
- K. WHEREAS, the City has agreed that if the District will deed the Corner Clip and the Extension to the City, in consideration therefore, the City will construct and install the Traffic Signal at its expense; and
- L. WHEREAS, the District has determined that the fair market value of the Corner Clip and the Extension are exceeded by the value received by the District in the form of the construction and installation of the Traffic Signal, at no cost to the District; and
- M. WHEREAS, on March 23, 2010, the District signed an Interlocal Agreement with City, attached hereto as **Exhibit "A"**, and incorporated for all purposes herein, in which it consented to the exchange; and

- N. WHEREAS, a Public Utility Easement and Special Warranty Deed evidencing the conveyance of the Extension and Corner Clip, is necessary to finalize the transaction; and
- O. WHEREAS, the Texas Education Agency has approved the form of the Public Utility Easement and Special Warranty Deed attached hereto as **Exhibit "B,"** and incorporated for all purposes herein.

NOW, THEREFORE, the Board of Trustees of the College Station Independent School District ("**Board**") makes the following resolutions:

1. The Board approves the conveyance, sale and exchange of the Corner Clip and the Extension to the City in consideration for the construction and installation of the Traffic Signal by the City; and
2. The Board authorizes the Board President to execute and deliver a Public Utility Easement and Special Warranty Deed conveying the Corner Clip and the Extension to the City, in consideration for the City's agreement to construct and install the Traffic Signal; and
3. The Board further resolves that the conveyance, sale and exchange of the Corner Clip and the Extension as approved by this resolution is in conformity with the provisions of Section 272.001 of the Texas Local Government Code.

Name: _____

Title: _____

Date: _____

Exhibit "A"

Interlocal Agreement

**Interlocal Agreement for Exchange of Real Property and Development Services
Between College Station Independent School District and
The City of College Station**

THIS AGREEMENT is made and entered into by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "**CSISD**"), and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as the "**City**"), a Texas Home Rule Municipal Corporation. (CSISD and the City may be referred to hereinafter either individually as the "**Party**" or "**Agency**" or collectively as the "**Parties**" or the "**Agencies**".)

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, (the "**Act**"), authorizes all local governments to contract with each other to provide a governmental function or service that each Party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested, such as administrative functions, planning, parks and recreation and engineering; and

WHEREAS, the City is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER; and

WHEREAS, CSISD is an independent school district and is authorized to enter into this Agreement pursuant to the approval of its board of trustees; and

WHEREAS, the City and CSISD represent that each is independently authorized to perform the functions and obligations contemplated by this Agreement; and

WHEREAS, the governing bodies of the City and CSISD are mutually interested in facilitating the flow of traffic in around the intersection of Victoria Avenue and Barron Road ("**Intersection**") in a cost-effective manner; and

WHEREAS, full cooperation between the City and CSISD is necessary to achieve the best services for the citizens of College Station in a cost effective manner; and

WHEREAS, CSISD owns approximately sixty four (64) acres of real property at the intersection of Victoria Avenue and Barron Road, in College Station, Brazos County, Texas ("**Property**") on which the District is constructing a high school ("**High School**") ; and

WHEREAS, the City has requested that the District sell to the City a parcel of land at the intersection of Barron Road and Victoria Avenue that would facilitate the flow of traffic at that Intersection ("**Corner Clip**"); and

WHEREAS, the Corner Clip will encompass approximately 551 square feet of land, more or less, said land more fully described in the copy of the survey that is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City has also requested that the District sell to the City a parcel of land (the "**Extension**") that will be used as a part of the property necessary to extend Victoria Avenue to State Highway 40, and the extension of Victoria Avenue to State Highway 40 will facilitate the flow of traffic upon construction of the High School on the Property; and

WHEREAS, the Extension is more fully described on the approximate boundary drawing that is attached hereto and incorporated herein as Exhibit "B", and upon the completion of a survey, the approximate boundary drawing attached hereto as Exhibit "B" will be replaced with the metes and bounds description as provided in the new survey.

WHEREAS, the City has determined that as a result of the development in the area of the Intersection, including without limitation the construction of the High School, a traffic signal is required to be installed at the Intersection ("**Traffic Signal**"); and

WHEREAS, the City has requested that the District pay for the installation of the Traffic Signal; and

WHEREAS, as recently as October 2009 the City has purchased land from the District where such land was a part of the Property described above, said purchase of land being for the purpose of expanding the Barron Road public right of way and public utility easement ("**Right of Way Acquisition**"); and

WHEREAS, prior to the Right of Way Acquisition, the City provided to the District an appraisal of the fair market value of the Right of Way Acquisition; and

WHEREAS, the Corner Clip and the Extension are both pieces of property that came out of or will be taken out of the larger Property described above, and the District is able to determine the fair market value of the Corner Clip and Extension by reference to the prior appraisal of the Right of Way Acquisition; and

WHEREAS, the City has provided the District with an estimate of the cost of construction and installation of the Traffic Signal; and

WHEREAS, the City has agreed that if the District will deed the Corner Clip and the Extension to the City, in consideration therefore, the City will construct and install the Traffic Signal at its expense; and

WHEREAS, the District has determined that the fair market value of the Corner Clip and the Extension is comparable to the value received by the District in the form of the construction and installation of the Traffic Signal, at no cost to the District; and

WHEREAS, the authority to administer this Agreement may be delegated by the City and CSISD to the City Manager and the Superintendent, respectively, or their designees;

NOW THEREFORE, the City and CSISD herein enter into this Agreement pursuant to the Act to authorize their representatives to cooperate by allowing the sale, exchange and conveyance of real property and services under the following terms and conditions:

1. CSISD Board of Trustees (the "**Board**") authorizes the Board President, following approval of all forms by the Texas Education Agency, to execute any documents necessary to accomplish the conveyance of the Corner Clip and the Extension to the City;
2. A special warranty deed will be prepared evidencing the sale and exchange of real property and services. The special warranty deed will comply with the conditions required by Federal Court Order in Civil Action No. 5281, *United States v. Texas*.

3. After obtaining Texas Education Agency approval, the CSISD Board President will execute and deliver the special warranty deed conveying the Corner Clip and the Extension to the City;
4. In consideration for the conveyance of the Corner Clip and the Extension, the City will construct and install the Traffic Signal;
5. Costs associated with construction and installation of the Traffic Signal will be the sole responsibility of the City.

D. Terms of Agreement.

The term of this Agreement shall be one (1) year commencing on the date upon which the Agreement is approved by both parties. Thereafter, this agreement shall be automatically renewed for successive one year terms, until the sale conveyance and exchange described hereinabove is accomplished, up to a maximum of an additional nine (9) years unless terminated earlier by either Party giving the other 60 days advance written notice.

E. Hold Harmless

The City and CSISD each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the work done under this Agreement.

The Parties understand and agree that each Party is a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that they are entitled to the, rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties agree to indemnify and hold the other Party and its officers, trustees, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, subject to the following: (a) the Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with their own acts or negligence; and (b) the Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, the Party's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

F. Invalidity

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.

G. Written Notice

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

College Station Independent School District
1812 Welsh
College Station, Texas 77840
Attn: Superintendent of Schools

City of College Station
P. O. Box 9960
College Station, Texas 77842-9960
Attn: City Manager

H. Entire Agreement

It is understood that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

I. Amendment

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each Party.

J. Texas Law

This Agreement has been made under and shall be governed by the laws of the State of Texas.

K. Place of Performance

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

L. Authority to Enter Contract

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

M. Waiver

Failure of either Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

N. Agreement Read

The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

O. Assignment

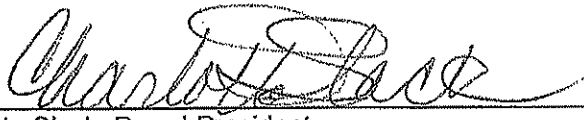
This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.

P. Multiple Originals

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on this the 23rd day of March, 2010.

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

By: 
Charlotte Slack, Board President
College Station Independent School District

STATE OF TEXAS

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§

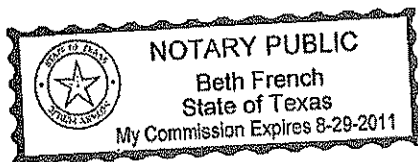
ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 23rd day of March
2010, by Charlotte Slack, in her capacity as Board President of College Station
Independent School District, a political subdivision, on its behalf.


Notary Public in and for the State of Texas

My Commission expires on: 8/29/11



CITY OF COLLEGE STATION

By: [Signature]
Mayor
City of College Station

Attest: [Signature]
City Secretary

APPROVED: [Signature]
City Manager

5-7-10
Date

[Signature]
City Attorney

05/06/10
Date

[Signature]
City Chief Financial Officer

5-7-10
Date

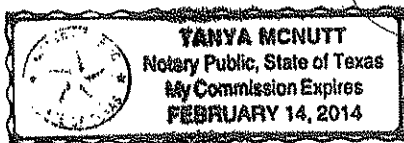
STATE OF TEXAS

COUNTY OF BRAZOS

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ACKNOWLEDGMENT

This instrument was acknowledged before me on the 10th day of May, 2010, by Ben White, in his capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.



[Signature]
Notary Public in and for the State of Texas
My Commission expires on: 2-14-14

EXHIBIT "A"



JOE ORR, INC.
SURVEYORS & ENGINEERS
2167 Post Oak Circle
College Station, Texas 77845
(979) 693-2777 joe@joeorr.com
TX Surveying Firm no. 100544-08 / Engineering Firm no. F-433

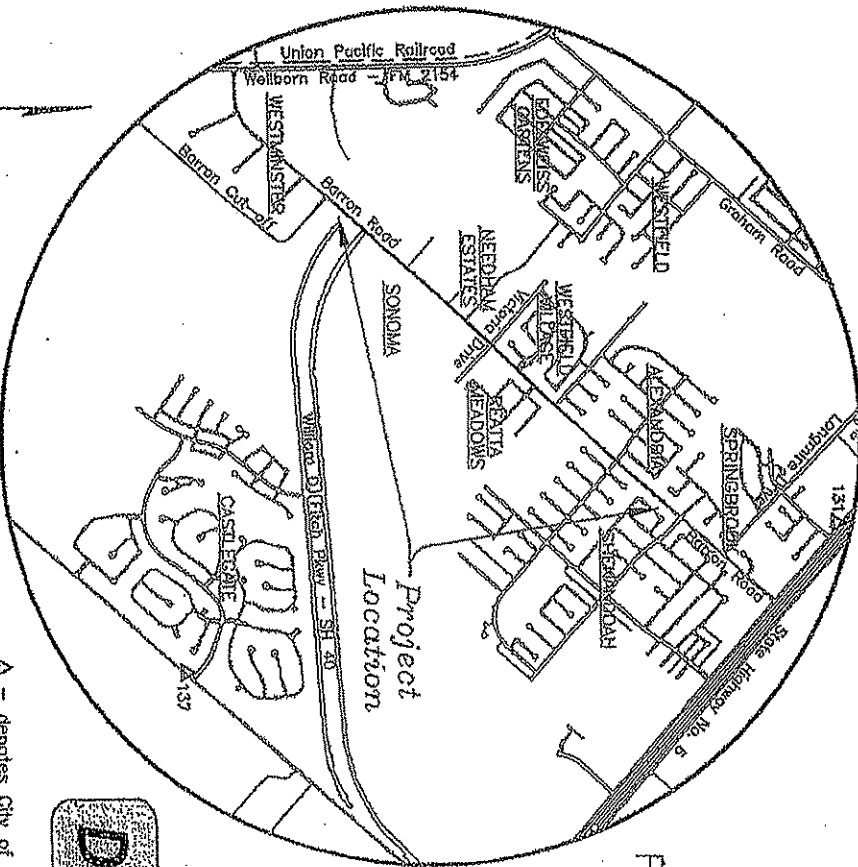


CITY OF COLLEGE STATION
Capital Improvements Department

**PROPOSED
RIGHT-OF-WAY CORNER PARCELS
AND UTILITY EASEMENTS**

Barron Road Capacity Improvement
Project ST-0409/ST-1026 Phase Two

Surveyed: January 2010



DRAFT

Vicinity Map

△ - denotes City of College Station
GPS Control Monument
Bearings are Texas State Plane, Central
Zone NAD83(1986) datum, based on
1994 City of CS GPS control monument
no. 131 and no. 137 (S 12°24'46" E).
131 - N 30°34'28.85965" / W 96°16'39.94900"
137 - N 30°32'46.85199" / W 96°15'18.90425"

RECOMMENDED FOR ACQUISITION

Project Manager - City _____ Date _____

Project Manager - Design Firm _____ Date _____

APPROVAL _____

Director of Capital Projects _____ Date _____

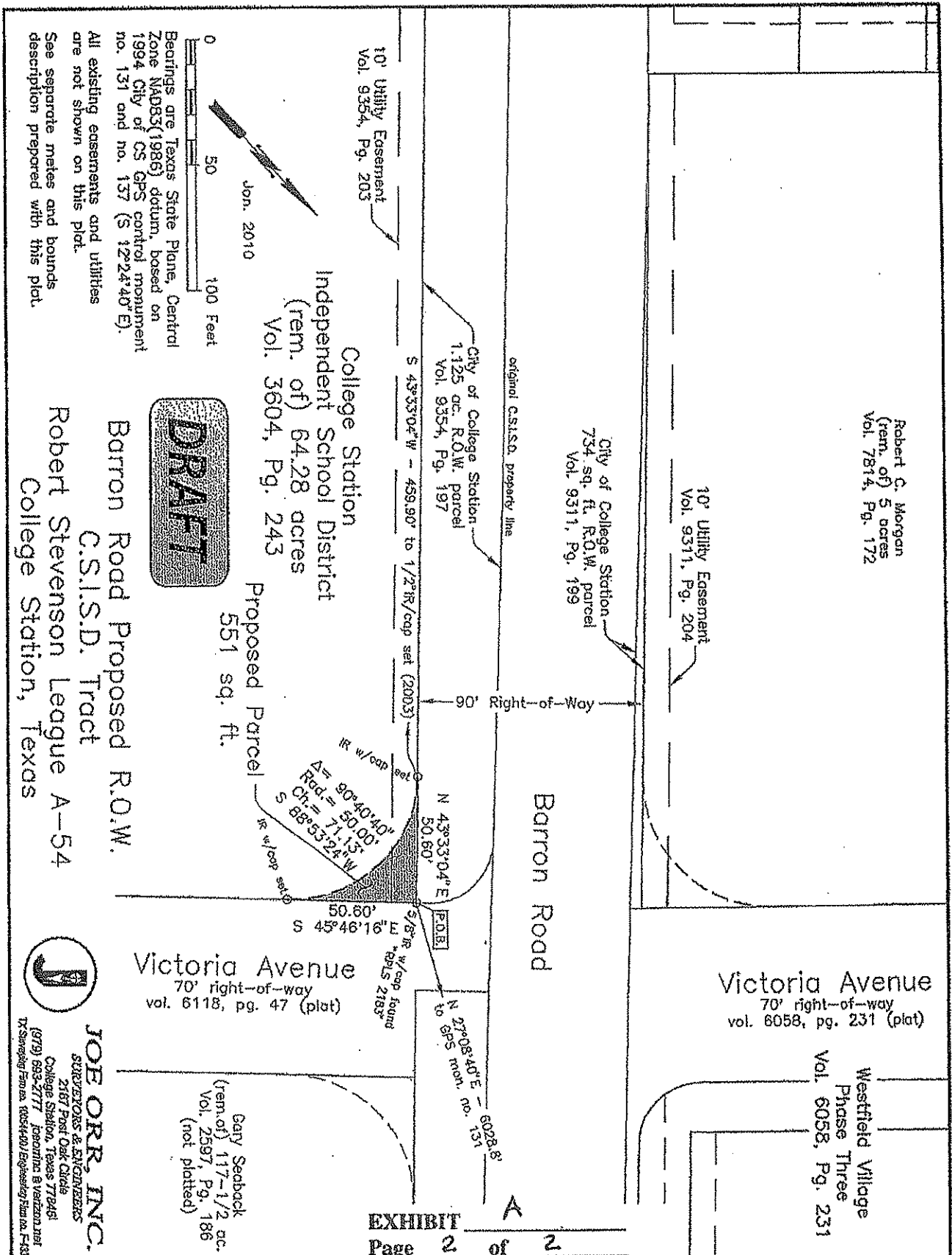
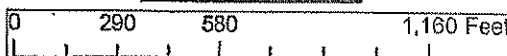
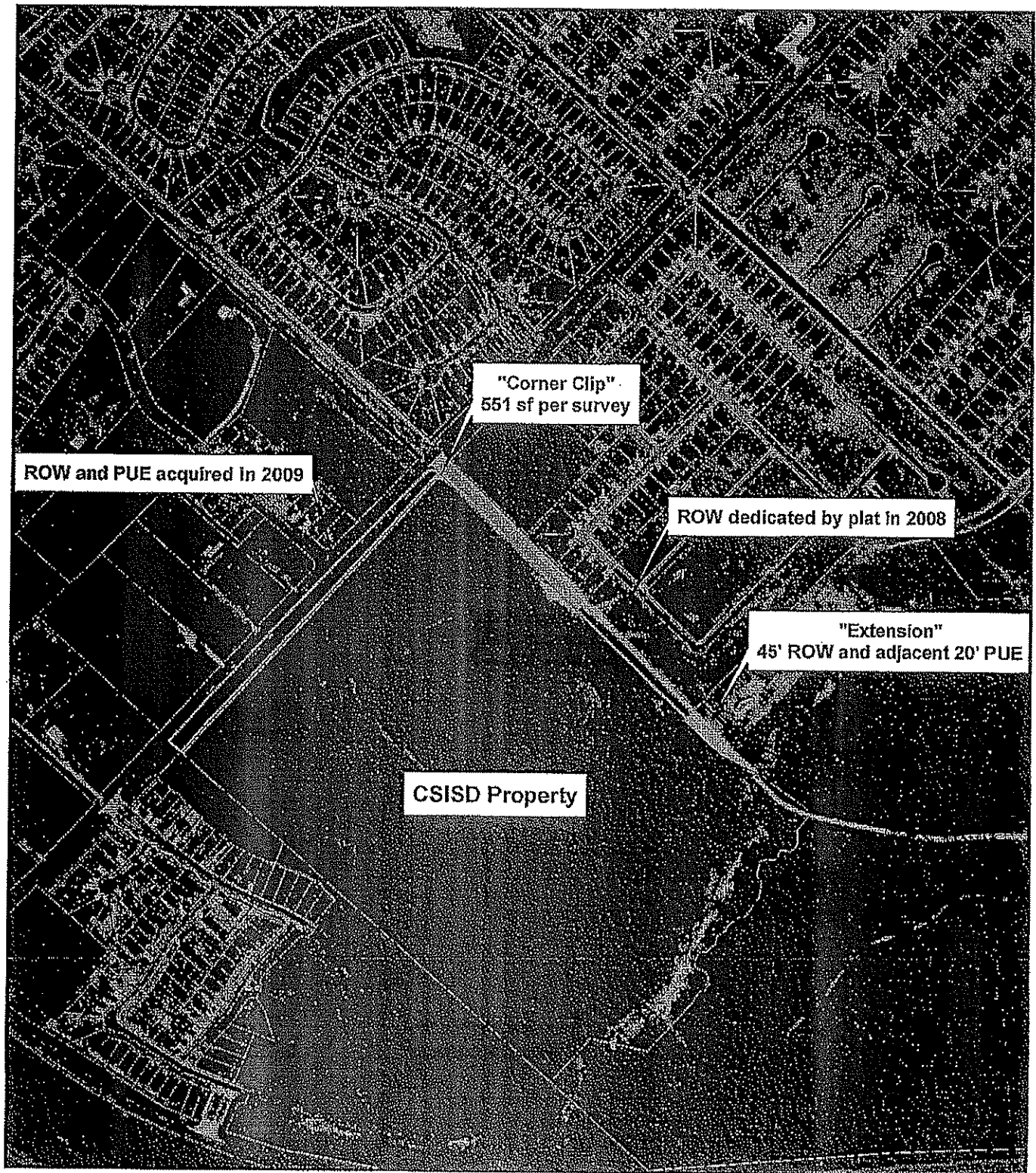


EXHIBIT "B"
(To be inserted at a later date)

CSISD Right-of-Way and Easement Dedication



City of College Station shall not be held liable for any errors or omissions in the data displayed on this map. The data is provided for informational purposes only and is not intended to be used as a legal document. The data is provided as a courtesy and is not intended to be used as a legal document. The data is provided as a courtesy and is not intended to be used as a legal document. The data is provided as a courtesy and is not intended to be used as a legal document.

NOTES
 Projection: Lambert Conformal Conic
 Coordinate System: State Plane Texas Central FIPS 4203
 Datum: NAD83 (US foot)
 Software: ESRI ArcInfo 8.3.3
 Not all roads may be labeled. Data aggregated from multiple sources.
 Creator: Ashley Dorset
 Department: CIP
 Creation Date: 03-23-2010

Exhibit "B"

Special Warranty Deed and Public Utility Easement

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.

SPECIAL WARRANTY DEED

DATE: _____, 2010

GRANTOR: COLLEGE STATION INDEPENDENT SCHOOL DISTRICT,
a political subdivision

GRANTOR'S MAILING ADDRESS: 1812 Welsh
Brazos County
College Station, Texas 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

Tract One:

All that certain tract or parcel of land containing 551 square feet of land, more or less, lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas, and being a part of that 64.28 acre tract conveyed to College Station Independent School District by deed recorded in Volume 3604, Page 243, Official Records of Brazos County, Texas, being a parcel lying between the southeast line of Barron Road as described by deed recorded in Volume 9354, page 197 of the Official Records of Brazos County, Texas, the southwest line of Victoria Avenue as described by

plat recorded in Volume 6118, page 47, of the Official Records of Brazos County, Texas, and an arc of 50' radius tangent to said lines; said 551 square feet of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

Tract Two:

All that certain tract or parcel of land containing 0.336 acre of land, more or less, lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54, Brazos County, Texas, and being a part of that 64.28 acre tract conveyed to College Station Independent School District by deed recorded in Volume 3604, Page 243, Official Records of Brazos County, Texas, and being a parcel of land adjoining the southeast line of the existing right-of-way of Victoria Avenue at the south corner of Reatta Meadows Subdivision of the Estates of Spring Creek Development Section 1, Phase 2, as described by plat recorded in Volume 8809, page 82, of the Official Records of Brazos County, Texas, extending southeast along the northeast line of the said 64.28 acre tract; said 0.336 acre tract of land being more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof for all intents and purposes.

**RESERVATIONS FROM AND EXCEPTIONS
TO CONVEYANCE AND WARRANTY:**

1. Right-of-Way Easement from A. B. McSwain to City of Bryan, dated April 19, 1937, recorded in Volume 98, page 319, Deed Records of Brazos County, Texas.
2. Easement from A. S. McSwain to City of Bryan, dated April 26, 1937, recorded in Volume 98, page 321, Deed Records of Brazos County, Texas.
3. Right-of-Way Easement from A. S. McSwain to Wellborn Water Supply Corporation, dated July 14, 1972, recorded in Volume 303, page 325, Deed Records of Brazos County, Texas.
4. Right-of-Way Easement from Lois P. McSwain et al to Producer's Gas Company, dated January 13, 1982, recorded in Volume 517, page 504, Deed Records of Brazos County, Texas.
5. Easement from A. S. McSwain, Jr., et al to Producer's Gas Company, dated August 13, 1981, recorded in Volume 534, pages 96 and 102, Deed Records of Brazos County, Texas.
6. Easement Abandonment and Realignment Agreement between Gary Seaback, College Station Independent School District and Barron Road Meadows, L.P., dated December 14, 2004, recorded in Volume 6431, page 231, Official Records of Brazos County, Texas.

7. Public Utility Easement from College Station Independent School District to City of College Station, Texas, dated September 18, 2007, recorded in Volume 8312, page 33, of the Official Records of Brazos County, Texas.
8. Public Utility Easement from College Station Independent School District to City of College Station, Texas, dated September 17, 2008, recorded in Volume 8809, page 78, of the Official Records of Brazos County, Texas.
9. Public Utility Easement from College Station Independent School District to City of College Station, Texas, dated October 19, 2009, recorded in Volume 9354, page 203, of the Official Records of Brazos County, Texas.
10. Mineral reservation in Deed from Grace Goen et al to A. S. McSwain, dated November 9, 1946, recorded in Volume 136, page 253, Deed Records of Brazos County, Texas.
11. Mineral reservation in Deed from E. B. McSwain et ux to A. S. McSwain, dated January 1, 1958, recorded in Volume 186, page 425, Deed Records of Brazos County, Texas.
12. Mineral reservation in Deed from R. F. McSwain et ux to A. S. McSwain, dated July 29, 1954, recorded in Volume 164, page 419, Deed Records of Brazos County, Texas.
13. Royalty Deed from Ross F. McSwain, Jr. to JD Minerals, et al, dated February 5, 1993, recorded in Volume 1715, page 266, Official Records of Brazos County, Texas.
14. Royalty Deed from Ross Francis McSwain, Sr., Testamentary Trust to JD Minerals et al, dated March 5, 1993, recorded in Volume 1739, page 95, Official Records of Brazos County, Texas.
15. Mineral reservation in Deed from Gary Seaback to College Station Independent School District, dated September 9, 1999, recorded in Volume 3604, page 243, Official Records of Brazos County, Texas.
16. Estate created by Oil and Gas Leases from A.S. McSwain, et al to Cities Services Company, dated September 27, 1976, recorded in Volume 24, pages 149, 155, 163, 167, 244, 249 and 377, of the Oil and Gas Lease Records of Brazos County, Texas, and amended by instruments recorded in Volume 1730, pages 96, 101, 104 and 114, and Volume 1764, page 208, Official Records of Brazos County, Texas, and corrected by instruments recorded in Volume 496, page 120, Deed Records of Brazos County, Texas, and Volume 1999, page 299, Official Records of Brazos County, Texas, and ratified by instruments recorded in Volume 2138, pages 275 and 277, and Volume 2169, pages 60 and 62, of the Official Records of Brazos County, Texas.

17. Estate created by Oil and Gas Leases from A.S. McSwain, Jr., et al to The Williams Partnership, dated February, 1991, recorded in Volume 1260, pages 219 and 222, of the Official Records of Brazos County, Texas.
18. Estate created by Oil and Gas Leases from Lynette Brown, et al to The Williams Partnership, dated April, 1991, recorded in Volume 1260, pages 216 and 241, Volume 1271, page 296 and Volume 1282, page 189, of the Official Records of Brazos County, Texas.
19. The following conditions apply to this transaction pursuant to Federal Court Order in Civil Action No. 5281, *United States v. Texas*:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- a. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- b. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which intends to create, maintain, reinforce, renew, or encourage, a dual system.

These restrictions and conditions shall be binding upon the Grantee, its successors and assigns, for a period of fifty years, from the date hereof; and in case of violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and invest in the Grantor herein and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restrictions set out in paragraph "a" above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in paragraph "b" above shall be construed for the benefit of any public school district or any person prejudiced by its violation.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

WHEREAS, College Station Independent School District ("District") has determined that the Property is not presently needed for school purposes by the District; and

WHEREAS, the Board of Trustees of the District ("Board") has determined that the conveyance is necessary to achieve the best services for the citizens of College Station and the District; and

WHEREAS, on March 23, 2010, the Board adopted an Interlocal Agreement, with the City of College Station ("City"), in which the Board agreed to the conveyance of the Property by the District to the City, and further authorized the Board President, after approval of the Special Warranty Deed by the Texas Education Agency, to execute and deliver a Special Warranty Deed to the City, in consideration for good and valuable consideration recited therein.

GRANTOR, for the consideration and subject to the RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY, GIVES and DEDICATES to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's successors and assigns, to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under GRANTOR but not otherwise, except as to the RESERVATIONS FROM CONVEYANCE AND THE EXCEPTIONS TO CONVEYANCE AND WARRANTY.

When the context requires, singular nouns and pronouns include the plural.

COLLEGE STATION INDEPENDENT SCHOOL
DISTRICT, a political subdivision,

BY: _____
RANDALL W. PITCOCK, President of the
Board of Trustees of College Station
Independent School District

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this _____ day of _____, 2010, by RANDALL W. PITCOCK, President of the Board of Trustees of College Station Independent School District, a political subdivision, on its behalf.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 693-2777

Proposed R.O.W. Corner Parcel
C.S.I.S.D. Tract
Robert Stevenson League A-54
College Station, Texas
15 January 2010

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 64.28 acre tract conveyed to College Station Independent School District by deed recorded in Volume 3604, Page 243 of the Official Public Records of Brazos County, Texas, being a parcel lying between the southeast line of Barron Road as described by deed recorded in Volume 9354, Page 197 of the Official Public Records of Brazos County, Texas, the southwest line of Victoria Avenue as described by plat recorded in Volume 6118, Page 47 of the Official Public Records of Brazos County, Texas, and an arc of 50' radius tangent to said lines, and being more particularly described as follows:

Beginning at the intersection of the said right-of-way lines of Barron Road and Victoria Avenue, from where City of College Station GPS monument no. 131 bears N 27° 08' 40" E – 6028.8 feet;

Thence S 45° 46' 16" E – 50.60 feet along the southwest line of Victoria Avenue to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for a point of curvature;

Thence along the arc of a curve to the left (R= 50') through a central angle of 90° 40' 40", the chord of which bears S 88° 53' 24" W – 71.13 feet, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set for a point of curvature in the southeast line of Barron Road (90' R.O.W.), and from where another ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" was set at an angle point in 2003, bears S 43° 33' 04" W – 459.90 feet;

Thence N 43° 33' 04" E – 50.60 feet, along the southeast line of Barron Road, to the Point of Beginning and containing 551 square feet of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 (1986) datum, based on City of College Station GPS control monument no 131 and no. 137 (S 12° 24' 40" E).

See separate survey plat dated January 2010.

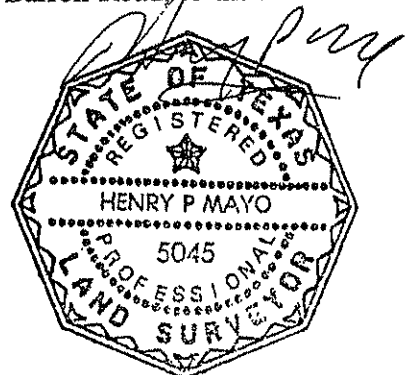


EXHIBIT A

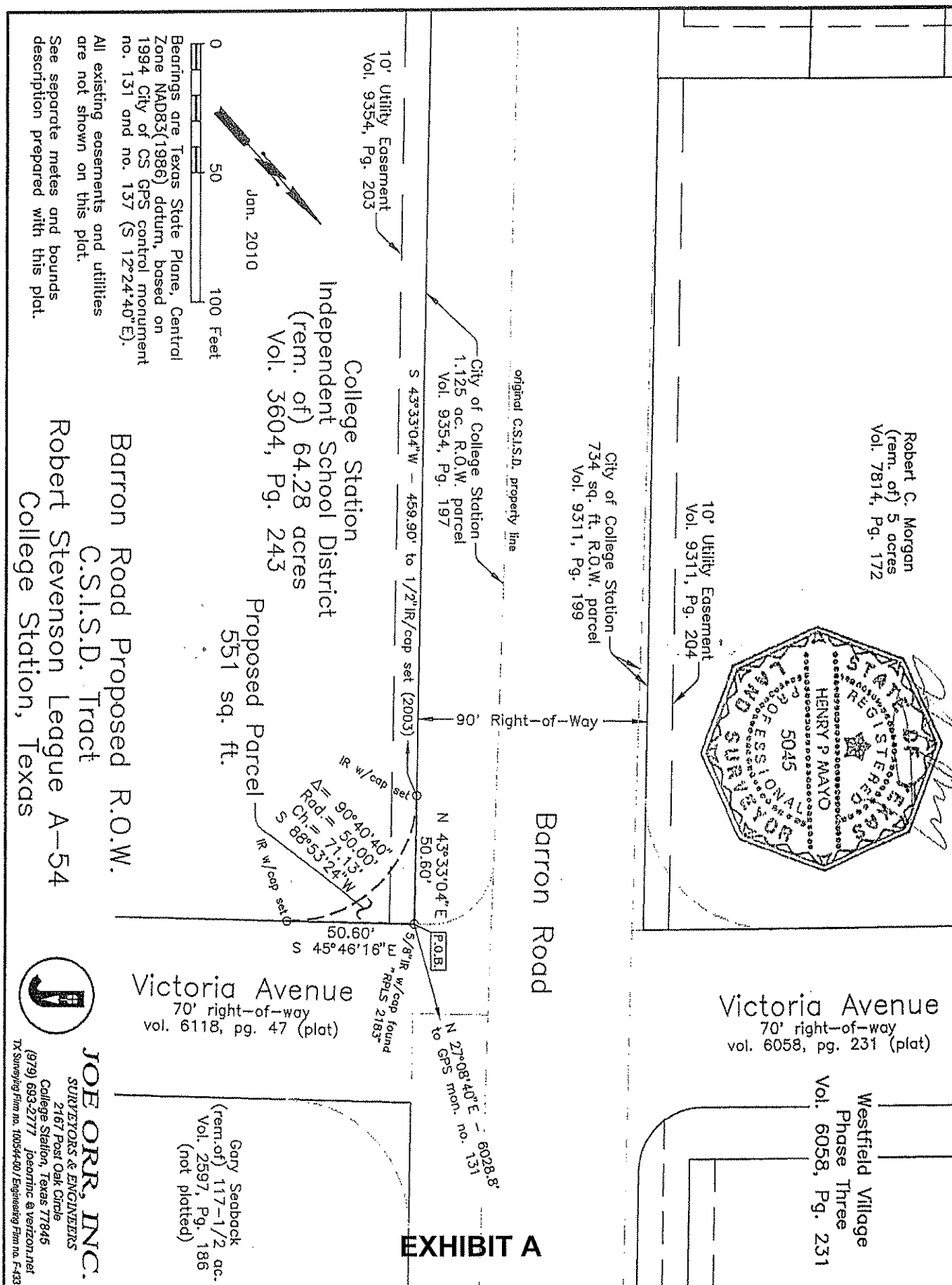


EXHIBIT A

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 693-2777

Proposed Victoria Avenue Parcel
College Station School District Tract
Robert Stevenson League A-54
College Station, Texas
29 April 2010

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 64.28 acre tract conveyed to College Station Independent School District by deed recorded in Volume 3604, Page 243 of the Official Public Records of Brazos County, Texas, and being a parcel of land adjoining the southeast line of the existing right-of-way of Victoria Avenue at the south corner of Reatta Meadows Subdivision of the Estates at Spring Creek Development Section 1, Phase 2, as described by plat recorded in Volume 8809, Page 82 of the Official Public Records of Brazos County, Texas, extending southeast along the northeast line of the said 64.28 acre tract, and being more particularly described as follows;

Beginning at the south corner of said Reatta Meadows Section 1, Phase 2, in the centerline of Victoria Avenue, being the northeast line of the said 64.28 acre tract, and from where City of College Station GPS monument no. 131 bears N 15° 56' 07" E - 6504.9 feet.

Thence S 45° 46' 16" E - 270.63 feet, along the northeast line of the said 64.28 acre tract, to the beginning of a tangent curve to the left (Rad. = 770.00');

Thence along the arc of said curve, through a central angle of 5° 48' 58", to a ½" iron rod with an orange plastic cap stamped "H.P.MAYO RPLS 5045" set in the proposed southwest right-of-way line of Victoria Avenue (90' width);

Thence through the said 64.28 acre tract, along the proposed southwest right-of-way line of Victoria Avenue, along a curve to the right with a radius of 645.00', through a central angle of 22° 28' 05", the chord of which bears N 57° 00' 18" W - 251.31', to a ½" iron rod with an orange plastic cap stamped "H.P.MAYO RPLS 5045" set at an angle point;

Thence S 89° 13' 44" W - 35.36 feet to an iron rod with an orange plastic cap stamped "H.P.MAYO RPLS 5045" set at an angle point;

Thence N 45° 46' 16" W - 76.06 feet to a ½" iron rod with an orange plastic cap stamped "H.P.MAYO RPLS 5045" set at an angle point;

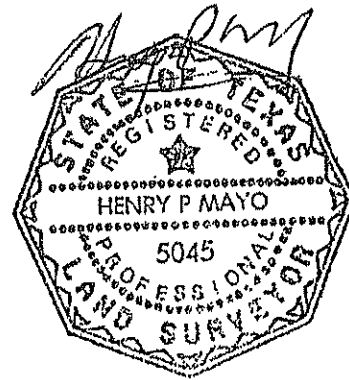
Thence N 0° 46' 16" W – 49.50 feet to a ½" iron rod with an orange plastic cap stamped "H.P.MAYO RPLS 5045" set in the existing southwest right-of-way line of Victoria Avenue, as dedicated on the said plat of Reatta Meadows Section 1, Phase 2;

Thence S 45° 46' 16" E – 34.45 feet, along the southwest line of Victoria Avenue, to the existing south corner of the said existing Victoria Avenue right-of-way;

Thence N 43° 19' 46" E – 35.00 feet, along the southeast line of the existing right-of-way of Victoria Avenue, to the Point of Beginning and containing 0.336 acres of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83(1986) datum, based on City of College Station GPS control monument no 131 and no. 137 (S 12° 24' 40" E).

See survey plat dated April 2010.



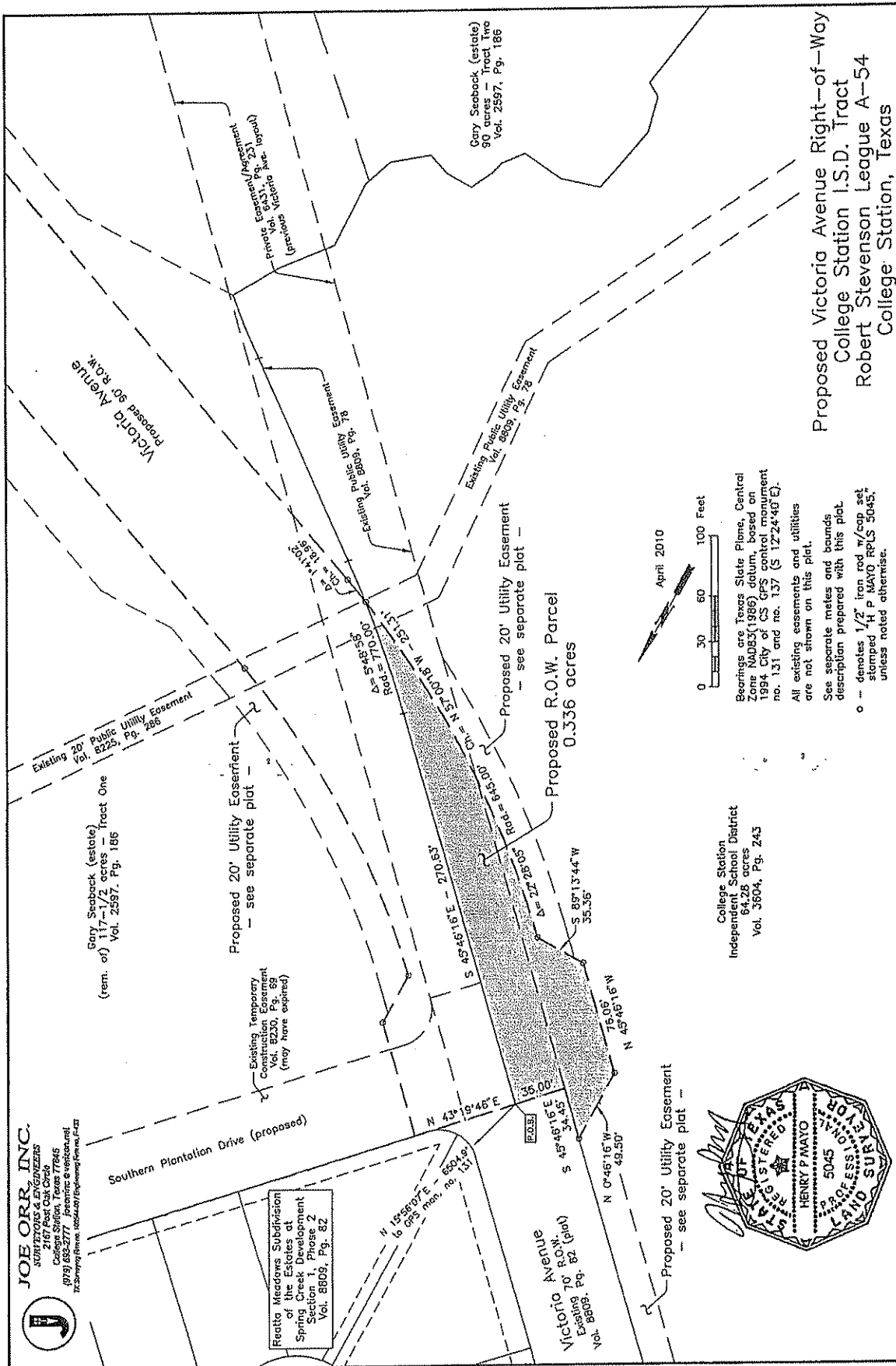


EXHIBIT B

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.

PUBLIC UTILITY EASEMENT

DATE: _____, 2010

GRANTOR: COLLEGE STATION INDEPENDENT SCHOOL DISTRICT,
a political subdivision

GRANTOR'S MAILING ADDRESS: 1812 Welsh
Brazos County
College Station, Texas 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

All that certain tract or parcel of land containing 3412 square feet of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, and being a part of that 64.28 acre tract conveyed to College Station Independent School District, as recorded in Volume 3604, Page 243, of the Official Records of Brazos County, Texas, being an easement Twenty Feet (20') in width adjoining the proposed right-of-way extension of Victoria Avenue, said 3412 square feet of land being more particularly described by metes and bounds description in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "Easement Area," and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other drainage
structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the Easement Area or on adjoining property of Grantors, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

Grantors expressly subordinate all rights of surface use incident to the mineral estate to the above described uses of said surface by Grantee, and agree to lender's subordinations on behalf of Grantee. Grantors will provide Grantee with the names and addresses of all lenders.

RESERVATIONS AND RESTRICTIONS:

1. Right-of-Way Easement from A. B. McSwain to City of Bryan, dated April 19, 1937, recorded in Volume 98, page 319, Deed Records of Brazos County, Texas.
2. Easement from A. S. McSwain to City of Bryan, dated April 26, 1937, recorded in Volume 98, page 321, Deed Records of Brazos County, Texas.
3. Right-of-Way Easement from A. S. McSwain to Wellborn Water Supply Corporation, dated July 14, 1972, recorded in Volume 303, page 325, Deed Records of Brazos County, Texas.
4. Right-of-Way Easement from Lois P. McSwain et al to Producer's Gas Company, dated January 13, 1982, recorded in Volume 517, page 504, Deed Records of Brazos County, Texas.
5. Easement from A. S. McSwain, Jr., et al to Producer's Gas Company, dated August 13, 1981, recorded in Volume 534, pages 96 and 102, Deed Records of Brazos County, Texas.

6. Easement Abandonment and Realignment Agreement between Gary Seaback, College Station Independent School District and Barron Road Meadows, L.P., dated December 14, 2004, recorded in Volume 6431, page 231, Official Records of Brazos County, Texas.
7. Public Utility Easement from College Station Independent School District to City of College Station, Texas, dated September 18, 2007, recorded in Volume 8312, page 33, of the Official Records of Brazos County, Texas.
8. Public Utility Easement from College Station Independent School District to City of College Station, Texas, dated September 17, 2008, recorded in Volume 8809, page 78, of the Official Records of Brazos County, Texas.
9. Public Utility Easement from College Station Independent School District to City of College Station, Texas, dated October 19, 2009, recorded in Volume 9354, page 203, of the Official Records of Brazos County, Texas.
10. Mineral reservation in Deed from Grace Goen et al to A. S. McSwain, dated November 9, 1946, recorded in Volume 136, page 253, Deed Records of Brazos County, Texas.
11. Mineral reservation in Deed from E. B. McSwain et ux to A. S. McSwain, dated January 1, 1958, recorded in Volume 186, page 425, Deed Records of Brazos County, Texas.
12. Mineral reservation in Deed from R. F. McSwain et ux to A. S. McSwain, dated July 29, 1954, recorded in Volume 164, page 419, Deed Records of Brazos County, Texas.
13. Royalty Deed from Ross F. McSwain, Jr. to JD Minerals, et al, dated February 5, 1993, recorded in Volume 1715, page 266, Official Records of Brazos County, Texas.
14. Royalty Deed from Ross Francis McSwain, Sr., Testamentary Trust to JD Minerals et al, dated March 5, 1993, recorded in Volume 1739, page 95, Official Records of Brazos County, Texas.
15. Mineral reservation in Deed from Gary Seaback to College Station Independent School District, dated September 9, 1999, recorded in Volume 3604, page 243, Official Records of Brazos County, Texas.
16. Estate created by Oil and Gas Leases from A.S. McSwain, et al to Cities Services Company, dated September 27, 1976, recorded in Volume 24, pages 149, 155, 163, 167, 244, 249 and 377, Oil and Gas Lease Records of Brazos County, Texas, and amended by instruments recorded in Volume 1730, pages 96, 101, 104 and 114, and Volume 1764, page 208, Official Records of Brazos County, Texas, and corrected by instruments recorded in Volume 496, page 120, Deed Records of Brazos County, Texas, and Volume 1999, page 299, Official Records of Brazos County, Texas, and ratified by

instruments recorded in Volume 2138, pages 275 and 277, and Volume 2169, pages 60 and 62, Official Records of Brazos County, Texas.

17. Estate created by Oil and Gas Leases from A.S. McSwain, Jr., et al to The Williams Partnership, dated February, 1991, recorded in Volume 1260, pages 219 and 222, of the Official Records of Brazos County, Texas.
18. Estate created by Oil and Gas Leases from Lynette Brown, et al to The Williams Partnership, dated April, 1991, recorded in Volume 1260, pages 216 and 241, Volume 1271, page 296 and Volume 1282, page 189, Official Records of Brazos County, Texas.
19. The following conditions apply to this transaction pursuant to Federal Court Order in Civil Action No. 5281, *United States v. Texas*:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- a. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- b. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which intends to create, maintain, reinforce, renew, or encourage, a dual system.

These restrictions and conditions shall be binding upon the Grantee, its successors and assigns, for a period of fifty years, from the date hereof; and in case of violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and invest in the Grantor herein and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restrictions set out in paragraph "a" above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in paragraph "b" above shall be construed for the benefit of any public school district or any person prejudiced by its violation.

WHEREAS, College Station Independent School District ("District") has determined that the Property is not presently needed for school purposes by the District; and

WHEREAS, the Board of Trustees of the District ("Board") has determined that the conveyance is necessary to achieve the best services for the citizens of College Station and the District; and

WHEREAS, on March 23, 2010, the Board, adopted an Interlocal Agreement, with the City of College Station ("City"), in which the Board agreed to the conveyance of the Public Utility Easement by the District to the City, and further authorized the Board President, after approval of the Public Utility Easement by the Texas Education Agency, to execute and deliver a Public Utility Easement to the City, in consideration for good and valuable consideration recited therein.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

COLLEGE STATION INDEPENDENT SCHOOL
DISTRICT, a political subdivision

BY: _____
RANDALL W. PITCOCK, President of the
Board of Trustees of College Station
Independent School District

APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.

City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this _____ day of _____, 2010,
by RANDALL W. PITCOCK, President of the Board of Trustees of College Station Independent
School District, a political subdivision, on its behalf.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:

City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, Texas
(979) 693-2777

Proposed 20' Easement no. 2
C.S.I.S.D. Tract
Robert Stevenson League A-54
College Station, Texas
29 April 2010

All that certain tract or parcel of land lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a part of that 64.28 acre tract conveyed to the College Station Independent School District by deed recorded in Volume 3604, Page 243 of the Official Public Records of Brazos County, Texas, being an easement Twenty Feet (20') in width adjoining the proposed right-of-way extension of Victoria Avenue and being more particularly described as follows:

Beginning at the intersection of the southwest line of the proposed Victoria Avenue 90' right-of-way and the southwest line of the existing Public Utility Easement described in Volume 8809, Page 78 of the Official Public Records of Brazos County, Texas, at a point located S 45° 46' 16" E - 214.74 from the most southerly corner of Victoria Avenue as dedicated on plat recorded in Volume 8809, Page 82 of the Official Public Records of Brazos County, Texas.

Thence along the said proposed 90' right-of-way line, a curve to the right (Rad.= 645.00') through a central angle of 10° 06' 08", the chord of which bears N 50° 49' 20" W - 113.58 feet, to a ½" iron rod with an orange plastic cap stamped "H.P.MAYO RPLS 5045" set for angle point;

Thence S 89° 13' 44" W - 28.28 feet, along said proposed right-of-way line to a point for corner;

Thence S 45° 46' 16" E - 20.00 feet, parallel and twenty feet (20') from the proposed southwest right-of-way line of Victoria Avenue (90' width), to the beginning of a tangent curve to the left (Rad.=665.00');

Thence along the arc of said curve to the left, continuing parallel and twenty feet (20') from the said proposed line, through a central angle of 17° 16' 32" to the southwest line of the said existing Public Utility Easement;

Thence N 45° 46' 16" W - 84.35 feet, along the southwest line of the said existing Public Utility Easement, to the Point of Beginning and containing 3412 square feet of land more or less.

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of College Station GPS control monument no. 131 and no. 137 (S 12° 24' 40" E).

See survey plat dated April 2010.

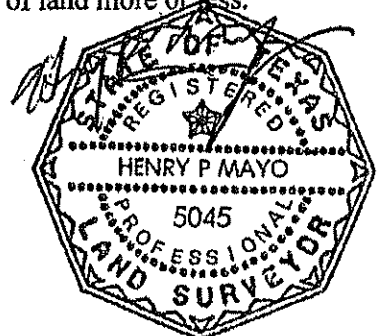


EXHIBIT A

