

Exhibit A
Temporary Construction 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.

TEMPORARY CONSTRUCTION EASEMENT

DATE: _____

GRANTOR: COLLEGE STATION INDEPENDENT SCHOOL DISTRICT,
a political subdivision

GRANTOR'S MAILING ADDRESS: 1812 Welsh
(including County) Brazos County
College Station, TX 77840

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
(including County) Brazos County
College Station, Texas 77842

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

PROPERTY:

All that certain tract or parcel of land containing 0.455 acre of land, more or less, lying and being situated in the Samuel Davidson League, Abstract No. 13, Brazos County, Texas, and said tract being a portion of a 46.207 acre tract of land as described by a deed to College Station Independent School District recorded in Volume 8256, Page 42, of the Official Records of Brazos County, Texas, said 0.455 acre tract of land being more particularly described by metes and bounds description in Exhibit "A" attached hereto and made a part hereof for all purposes (herein the "Temporary Construction Easement Area").

GRANTOR does hereby grant, transfer and convey to GRANTEE the Temporary Construction Easement Area for the temporary purposes set forth herein.

The Temporary Construction Easement Area is necessary for Royder Road improvements (i.e. the improvement of roadway facilities, drainage facilities and other related public infrastructure).

It is understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE pursuant to this temporary construction easement and pursuant to platted dedication.

It is further understood and agreed that this Temporary Construction Easement shall exist from the date construction begins on this project until the recording of the final plat dedicating said Property unto GRANTEE by GRANTOR occurs upon completion of the project in accordance with all applicable City of College Station standards or until the Property is otherwise lawfully conveyed to GRANTEE by GRANTOR. Upon such dedication or other transfer, this Temporary Construction Easement Area shall terminate for all purposes.

Other than the improvements to be constructed within the Property, GRANTEE expressly agrees to return the Temporary Construction Easement Area to its original condition, or as close thereto as is reasonably possible.

It is expressly understood that the GRANTOR or future Owners of this Property reserve the right to use this Temporary Construction Easement Area during the construction phase for all purposes which do not interfere with or prevent its use by the GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE.

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.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, for the time period herein described, and GRANTOR does hereby bind itself, its agents 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, by, through or under GRANTOR, but not otherwise.

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

RETURN ORIGINAL DOCUMENT TO:

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

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
OF A
0.455 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE SAMUEL DAVIDSON LEAGUE, ABSTRACT NO. 13, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A 46.207 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO COLLEGE STATION INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 8256, PAGE 42 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF ROYDER ROAD MARKING THE EAST CORNER OF SAID 46.207 ACRE TRACT AND THE NORTH CORNER OF A CALLED 35.39 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO TRAVIS E. NELSON RECORDED IN VOLUME 7178, PAGE 80 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 43° 00' 43" W ALONG THE COMMON LINE OF SAID TRACTS FOR A DISTANCE OF 24.47 FEET TO A ½ INCH IRON ROD SET MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 51° 34' 47" W THROUGH SAID 46.207 ACRE TRACT FOR A DISTANCE OF 808.88 FEET TO A ½ INCH IRON ROD SET MARKING THE BEGINNING OF A COUNTER-CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 03' 20" FOR AN ARC DISTANCE OF 52.57 FEET (CHORD BEARS: S 85° 23' 33" W – 47.76 FEET) TO A ½ INCH IRON ROD SET ON THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL (100' R.O.W.) MARKING THE END POINT OF SAID CURVE. FOR REFERENCE, A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL BEARS: S 42° 21' 53" W FOR A DISTANCE OF 2206.90 FEET;

THENCE: N 42° 21' 53" E ALONG THE SOUTHEAST LINE OF GREENS PRAIRIE TRAIL FOR A DISTANCE OF 11.34 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 35.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86° 03' 06" FOR AN ARC DISTANCE OF 52.57 FEET (CHORD BEARS: N 85° 24' 19" E – 47.76 FEET) TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF ROYDER ROAD MARKING THE END POINT OF SAID CURVE;

THENCE: ALONG THE SOUTHWEST LINE OF ROYDER ROAD AND THE NORTHEAST LINE OF SAID 46.207 ACRE TRACT FOR THE FOLLOWING CALLS:

S 58° 16' 30" E FOR A DISTANCE OF 122.47 FEET TO A POINT;

EXHIBIT A

S 51° 21' 14" E FOR A DISTANCE OF 147.09 FEET TO A POINT;

S 51° 34' 47" E FOR A DISTANCE OF 386.33 FEET TO A POINT;

S 51° 21' 17" E FOR A DISTANCE OF 155.01 FEET TO THE POINT OF BEGINNING CONTAINING 0.455 OF AN ACRE OF LAND (19799 SQ. FT.) AS SURVEYED ON THE GROUND MAY, 2007. SEE PLAT PREPARED MAY, 2010, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/10-289A.MAB

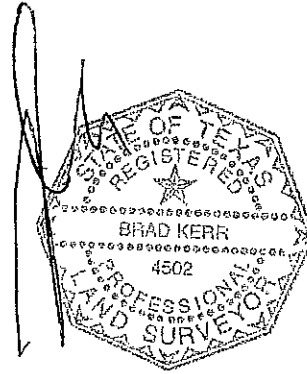


EXHIBIT A

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	35.00'	86°03'20"	52.57'	S 85°23'33" W	47.76'
C2	35.00'	86°03'06"	52.57'	N 85°24'19" E	47.76'

LINE	BEARING	DISTANCE
L1	S 43°00'43" W	24.47'
L2	N 42°21'53" E	11.34'

SCALE: 1" = 100'



CREEK MEADOWS
SECTION 5, PHASE 1
COMMON AREA 71"

0.455 ACRE TRACT
19799 sq. ft.
S 51°34'47" E 386.33'
N 51°34'47" W 808.88'

N/F COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT
REM. OF 46.207 ACRE TRACT
8256/42

POINT OF BEGINNING
5/8 INCH IRON
ROD FOUND

1/2 INCH IRON
ROD SET

N/F TRAVIS E. NELSON
35.39 ACRE TRACT
7178/80

SEE METES AND BOUNDS PREPARED MAY, 2010, FOR MORE DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SURVEY PLAT
OF A
0.455 ACRE TRACT
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 100 FEET
 SURVEY DATE: MAY, 2007
 PLAT DATE: 05-13-10
 JOB NUMBER: 10-289
 CAD NAME: 10-289A
 CRS FILE: CREEKMDW

PREPARED BY: KERR SURVEYING, LLC
 505 CHURCH AVENUE, P.O. BOX 269
 COLLEGE STATION, TEXAS 77840
 PHONE (979) 268-3195

