

Friday, July 31, 2015

Agenda Item:

Consider approval of a Public Access and Landscape Easement in favor of the City of College Station, Texas, in consideration for the City's construction of a sidewalk along Langford Street in front of South Knoll Elementary School.

Motion and Resolution:

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

- A. Whereas, the College Station Independent School District ("**District**") owns approximately 13.46 acres of real property at the intersection of Southwest Parkway and Langford Street in College Station, Brazos County, Texas ("**Property**") on which is located South Knoll Elementary School ("**School**"); and
- B. Whereas, the City of College Station ("**City**") and the District have studied and reviewed the plans to construct an ADA compliant sidewalk along Langford Street in front of the School ("**Sidewalk**"); and
- C. Whereas, in consideration for the City's agreement to construct the Sidewalk, the City has requested that the District grant a Public Access and Landscape Easement ("**Easement**") over and across a portion of the Property; and
- D. Whereas, the Easement will encompass approximately 0.05 acres of land, more or less, said land more fully described in the copy of the Easement that is attached hereto and incorporated herein; and
- E. Whereas, the District has determined that the costs and consequences of granting the Easement is offset and exceeded by the value received by the District in the form of the construction on the District's Property of the Sidewalk, at no cost to the District, and further in the form of the enhancement in the value of the District's property as a result of the size and ADA accessibility of the Sidewalk.

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

- 1. The Board approves the terms and conditions of the Easement; and
- 2. The Board authorizes the Board President, the Superintendent or their appointed designees, to execute and deliver the Easement to the City.

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 ACCESS AND LANDSCAPE EASEMENT

DATE: _____, 2015

GRANTOR: THE BOARD OF TRUSTEES OF THE A&M CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT now known as COLLEGE STATION
INDEPENDENT SCHOOL DISTRICT, a political subdivision

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

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: P. O. Box 9960
(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 0.05 acre of land, more or less, lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, said tract being a part of a called 13.46 acre tract, as described in a deed dated August 22, 1966, from Area Progress Corporation to the Board of Trustees of the A&M Consolidated Independent School District, and recorded in Volume 257, Page 492, Deed Records, Brazos County, Texas; said 0.05 acre tract being more particularly described by metes and bounds on **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

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For and in consideration of the benefits accruing to the citizens of GRANTEE and to the general public, GRANTOR herein GIVES and DEDICATES to GRANTEE the easement rights herein specified only as to those portions of the above-described property more particularly described on the attached **EXHIBIT A** referred to as the "Easement Area," and any additional area outside the Easement Area necessary and incident to the uses of the Easement Area for public access and to erect, construct and install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, make improvements to, and remove the following:

1. public accessways including but not limited to pedestrian walkways, sidewalks and bicycle paths;
2. any public improvements or structures as are reasonably necessary for the use of the public accessways, including but not limited to irrigation, benches, trash receptacles, signage, emergency call boxes, and bicycle racks;
3. landscaping

upon, over, under and across said Property as described and any ways, streets, roads, or alleys abutting same; and the right to cut, trim, and control the growth of trees and other vegetation within or along the Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any equipment, accessories, or operations and as may be necessary to prevent possible interference with the operation and maintenance of said equipment, accessories, or operations or to remove possible hazards thereto.

It is expressly understood and agreed that any and all equipment or structures placed upon the Easement Area by GRANTEE shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the underlying fee owner of the Easement Area.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of Grantee, if any.

RESERVATIONS AND EXCEPTIONS: None

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 GRANTOR does hereby bind itself, its 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.

THE BOARD OF TRUSTEES OF THE A&M
CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT now known as COLLEGE STATION
INDEPENDENT SCHOOL DISTRICT, a political
subdivision

BY: _____
VALERIE JOCHEN, 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 §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this _____ day of _____,
2015, by VALERIE JOCHEN, 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

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EXHIBIT A

Fieldnote Description of a 0.05 Acre
6 Foot Wide Easement
C. Burnett Survey, A-7
Brazos County, Texas

Fieldnotes to that certain 6 foot wide Easement situated in the C. Burnett Survey, A-7, Brazos County, Texas, being 0.05 acre, more or less, and being a part of a called 13.46 acre tract, as described in a deed dated August 22, 1966, from Area Progress Corporation to the Board of Trustees of the A&M Consolidated Independent School District, and recorded in Volume 257, Page 492, Deed Records, Brazos County, Texas (D.R.B.C.T.), to which reference is hereby made to for any and all purposes. Said 6 foot wide Easement described by metes and bounds as follows, to wit:

COMMENCING at a 5/8" Iron Rod found in the existing Western margin of Langford Street, being located in the occupied Eastern corner of said 13.46 acre tract, said point marking a point of curvature to the right and being in the WEST intersection of Langford Street and Southwest Parkway. Said 5/8" Iron Rod bears North 03°39'33" West a distance of 35.33 feet from a 5/8" Iron Rod found in the Northwest margin of Southwest Parkway and the occupied Southern line of said 13.46 acre tract;

THENCE NORTH 48°29'13" WEST 465.78, along the common occupied Eastern line of said 13.46 acre tract and the Western margin of Langford Street, to a corner marked with a Scribed X in concrete and POINT OF BEGINNING of said 6 foot wide Easement;

THENCE continuing NORTH 48°29'13" WEST 269.22 feet to a point of curvature in the Western margin of said Langford Street, the occupied Eastern line of said 13.46 acre tract and said 6 foot wide Easement, said corner marked with a Scribed X in concrete. The Radius Point of said curve bears NORTH 48°32'17" EAST a distance of 340.58 feet;

THENCE with said curve to the right, having a Radius of 340.58 feet, a Delta Angle of 07°40'11", an Arc Length of 45.59 feet, a Chord Distance of 45.56 feet and a Chord Bearing of N 37°37'37" W, to the point of tangency of said curve, marked with a Scribed X in concrete, from which a Scribed X in concrete bears N 25°37'54"E 0.78 feet, being also a point of curvature to the left. Said point being in the Western margin of said Langford Street, the occupied Eastern line of said 13.46 acre tract and said 6 foot wide Easement. The Radius Point of said curve bears SOUTH 56°12'28" WEST a distance of 381.24 feet;

THENCE with said curve to the left, having a Radius of 381.24 feet, a Delta Angle of 03°25'54", an Arc Length of 22.83 feet, a Chord Distance of 22.83 feet and a Chord Bearing of N 35°20'29" W, to an angle corner in said 6 foot wide Easement, marked with a Scribed X in concrete, being in the Western margin of said Langford Street and said occupied Eastern line of said 13.46 acre tract;

THENCE SOUTH 02°32'21" WEST 9.80 feet over and across said 13.46 acre tract to an angle corner in said 6 foot wide Easement, marked with a Scribed X in concrete;

THENCE SOUTH 15°37'05" EAST 15.78 feet over and across said 13.46 acre tract to an angle corner in said 6 foot wide Easement, marked with a Scribed X in concrete;


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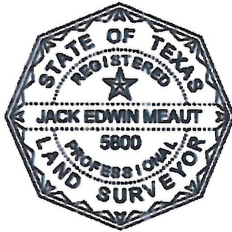
EXHIBIT A

THENCE SOUTH 36°23'52" EAST 16.85 feet over and across said 13.46 acre tract to an angle corner in said 6 foot wide Easement, marked with a Scribed X in concrete;

THENCE SOUTH 48°29'13" EAST 300.31 feet over and across said 13.46 acre tract to an angle corner in said 6 foot wide Easement, marked with a Scribed X in concrete;

THENCE NORTH 41°30'47" EAST 6.00 feet to the POINT OF BEGINNING, containing 0.05 acres of land more or less.


Jack Edwin Meaut, R.P.L.S. 5800
Goodwin-Lasiter-Strong
Bryan, Texas
TBPLS Firm License No. 10110901
June 25, 2015



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EXHIBIT A

