

Kerrville Independent School District
Unanimous Consent of Board of Trustees

Resolution

The undersigned, being all of the Trustees of Kerrville Independent School District (the "District"), DO HEREBY CONSENT to the adoption of, and DO HEREBY ADOPT, the following Resolution:

WHEREAS, Kerrville Independent School District, a corporate and political body of the State of Texas, whose address is 1009 Barnett Street, Kerrville, Texas 78028 is record owner of Antler Stadium;

WHEREAS, a .50 acre storm water detention pond was built at Antler Stadium in the City of Kerrville, Kerr County, Texas, to collect storm water;

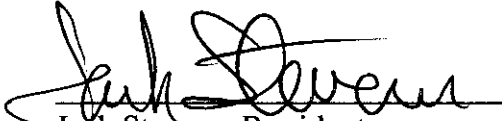
WHEREAS, a 3" water line was constructed to provide water to a newly installed fire hydrant at Antler Stadium in the City of Kerrville, Kerr County, Texas;


WHEREAS, in order to receive a final Certificate of Occupancy for the Antler Stadium Renovation Project the City of Kerrville requires a Detention Pond Easement to ensure proper use and maintenance of said detention pond, and a General Public Utility Easement that allows the City of Kerrville to repair, replace or maintain the water line as necessary;

WHEREAS, the Board of Trustees of Kerrville Independent School District, for the sum of \$20 and other good and valuable consideration, wishes to grant, sell and convey to the City of Kerrville these easements for public utility purposes;

THEREFORE BE IT RESOLVED, that the President of the Board of Trustees is authorized and empowered to grant said easements to the City of Kerrville. The President and Secretary are further authorized and directed to execute any documents necessary to convey the Detention Pond Easement and the General Public Utility Easement to the City of Kerrville, including, but not limited to execution of said easements.

APPROVED by Unanimous Consent of the Kerrville Independent School District
Board of Trustees and SIGNED on this the 19th day of January 2015.


Jack Stevens, President


Rolinda Schmidt, Secretary

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.

**DETENTION POND EASEMENT
(0.50 Acre Detention Pond – Antler Stadium)**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KERR §**

That Kerrville Independent School District, a corporate and political body of the State of Texas, whose address is 1009 Barnett Street, Kerrville, Texas 78028, record owner of the real property described herein, and acting herein by and through the President of the Board of Trustees, pursuant to its Resolution, hereinafter referred to as “Grantor”, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned in hand paid by the City of Kerrville, Texas, a municipal corporation whose address is 701 Main Street, Kerrville, Texas, hereinafter referred to as “Grantee”, the receipt of which is hereby acknowledged, has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey unto Grantee, an easement for storm water detention and related improvements (herein the “Detention Pond Easement”) over, along, across, under, into, and through the following described property of Grantor:

Being all of a certain tract or parcel of land containing 0.50 acre, more or less, out of B.F. Cage Survey No. 116, Abstract No. 106 in the City of Kerrville, Kerr County, Texas; comprising parts of Lots 1 and 3 of Antler Stadium, a subdivision of Kerr County according to the plat of record in File No. 12-5284 of the Plat Records of Kerr County, Texas, being more particularly described in Exhibit A and Exhibit B, attached hereto and made part hereof.

The Detention Pond Easement, together with all incidental improvements, and all necessary laterals in, upon, and across the real property shall remain open at all times to allow water to flow into and to be detained upon the Detention Pond Easement and shall be maintained in a safe and sanitary condition by the Grantor or Grantor’s successors or assigns. Such maintenance shall include compliance with all City of Kerrville regulations applicable to detention facilities, to include the City’s Detention Basin Maintenance Plan. Grantee shall not be responsible for the maintenance and operation of the Detention Pond Easement, including the control of erosion, or for any damage to private property or injury to persons that result from the conditions or operation of the Detention Pond Easement. Neither Grantor nor Grantor’s successors or assigns shall permit the construction of any type of building, fence, dam, bridge, sidewalk, or any other structure within the Detention Pond Easement or deposit any type of fill within the Detention Pond Easement unless approved in writing by the City Engineer. Grantor shall keep the Detention Pond Easement clean and free of debris, silt, and any substance which may result in unsanitary conditions or which would or could obstruct the flow or storage of water, and Grantee shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by Grantor to alleviate any undesirable conditions which may occur. The natural drainage through the Detention Pond Easement is subject to storm water

overflow and natural bank erosion to an extent which cannot be definitely defined. Grantee shall not be liable for any damages or injury of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Detention Pond Easement.

Grantee, or its successors and assigns and its contractors and servants shall enter upon the Easement at its sole risk and hazard, and Grantee, and its successors and assigns, hereby releases Grantor from any claims relating to the condition of the Easement and the entry upon the Easement by Grantee, its agents, employees, independent contractors and any other party by, through or under Grantee.

Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between Grantor and Grantee or its agents. Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein. This instrument and the rights, easements, and agreements herein contained covenants running with the land and inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, successors or assigns, to Warrant and Forever Defend, all and singular this Detention Pond Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF on this 19 day of January, 2015.

GRANTOR:

KERRVILLE INDEPENDENT SCHOOL DISTRICT

By: 

Jack Stevens, President Board of Trustees

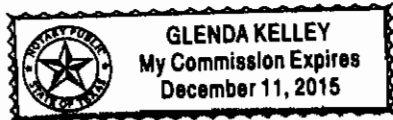
ACKNOWLEDGEMENT

State of Texas §

§

County of Kerr §

The instrument was acknowledged before me on the 19 day of January, 2015, by Jack Stevens, President Board of Trustees, Kerrville Independent School District.



Glenda Kelley

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Todd Parton, City Manager
City of Kerrville, Texas

AFTER RECORDING RETURN TO:
Office of the City Secretary
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028

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DETENTION BASIN MAINTENANCE PLAN
Tivy Antler Stadium
City of Kerrville Project No. PW13-022

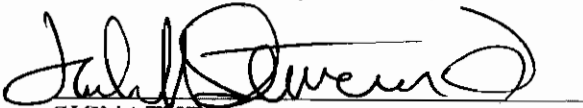
The following are requirements for the overall maintenance of the detention basin.

- *Inspections.* The detention system shall be inspected to assure proper operation at least 4 times annually. One of these inspections shall occur during or immediately following wet weather.
- *Sediment Removal.* Remove sediment from outlet weir structure, and downstream of the outlet at least 2 times annually, or when sediment depth reaches 3 inches. When sediment accumulates in other areas of the basin or fills the basin by 10% of the basin volume, all sediment must be removed and disposed of properly.
- *Mowing.* The side slopes, and embankment of a detention basin must be mowed regularly to discourage woody growth and to control weeds. Grass areas in and around basins must be mowed at least four times annually to limit vegetation height to 12 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped areas. When mowing is performed, a mulching mower should be used or grass clippings should be caught and removed.
- *Debris and Litter Removal.* Debris and litter will accumulate near the outfall weir and should be removed during regular mowing operations and inspections. Particular attention should be paid to floating debris that can eventually clog the outfall weir.
- *Erosion Control.* The pond side slopes and embankment may periodically suffer from slumping and erosion, although this should not occur often if the soils are properly compacted during construction. Regrading and revegetation may be required to correct the problems.
- *Nuisance Control.* Standing water or soggy conditions in the detention basin can create nuisance conditions for nearby residents. Odors, mosquitoes, weeds, and litter are all occasionally perceived to be problems. Most of these problems are generally a sign that regular inspections and maintenance are not being performed (e.g., mowing and debris removal).

I agree to perform the above maintenance items on the Detention Basin.

JACK H STEVENS JR
OWNER (Please print name)

1-19-15
DATE


SIGNATURE

**B. F. CAGE
SURVEY NO. 116
ABSTRACT NO. 106**

**0.50 ACRE
DETENTION
POND EASEMENT**

I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as shown.
(Bearing basis = True north based on GPS observations)

Date surveyed: November 17, 2014

Dated this 4th day of December, 2014

Don W. Voelkel
Registered Professional Land Surveyor No. 3990



PRELIMINARY

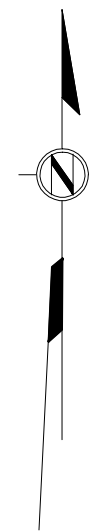
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
RELEASED FOR REVIEW BY DON W. VOELKEL, REGISTERED
PROFESSIONAL LAND SURVEYOR NO. 3990. DATE: DEC. 8, 2014

SURVEY PLAT FOR 0.50 ACRE OF LAND, MORE OR LESS, OUT OF B. F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; COMPRISING PARTS OF LOTS NO. 1 AND NO. 3 OF ANTLER STADIUM, A SUBDIVISION OF RECORD IN FILE NO. 12-5284 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS

DECEMBER 2014

SCALE: 1" = 50'

- ⊙ SET 1/2" IRON STAKE
- SET 60 "D" NAIL
- UNMARKED POINT
- X- FENCE LINE
- "X" MARKED IN CONCRETE



14 FT. WIDE PUBLIC SANITARY SEWER EASEMENT
N24°26'11"W 7.48'
N35°40'55"E 45.24'
S39°45'23"E 15.36'
S50°14'37"W 20.43'
POINT OF BEGINNING
S50°14'37"W 3.77'

N48°58'34"E 338.58'

S49°50'55"W 563.42'

STATE HIGHWAY NO. 16 -- SIDNEY BAKER STREET

YORKTOWN BOULEVARD

10 FT. WIDE NATURAL GAS LINE EASEMENT

N28°56'07"E 24.55'
N14°08'29"E 45.99'

N54°30'33"E 144.87'

S38°34'54"E 54.12'

LOT NO. 3

LOT NO. 1

VOELKEL
LAND SURVEYING, PLLC
212 CLAY STREET, KERRVILLE, TEXAS 78028, 830-257-3313
FIRM REGISTRATION NO. 100528-00

DATE:	DEC. 2014
JOB NR:	V-14-226
BY:	DWV
SHEET	1 OF 1

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GENERAL PUBLIC UTILITY EASEMENT

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF KERR §**

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A ten foot (10.0') wide general utility easement out of B.F. Cage Survey No. 116, Abstract No. 106, in the City of Kerrville, Kerr County, Texas; comprising part of Lot 3 of Antler Stadium, a subdivision of Kerr County according to the plat of record in File No. 12-5284 of the Plat Records of Kerr County, Texas, being more particularly described in Exhibit A and Exhibit B, attached hereto and made part hereof, and referred to herein as the "Easement".

The Easement is subject to the following terms and provisions:

1. Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement of brush and timber, and the right of egress from and ingress to the Easement.
2. Grantor shall have the right to fully use and enjoy the Easement for any purpose which shall not interfere with the rights herein granted to Grantee. Grantor agrees not to interfere with Grantee's ability to use or maintain the Easement for any of the authorized purposes provided for herein. Interference includes but is not limited to physically modifying the Easement such as altering topography, installing fences, structures, rockeries, walls, or similar improvements which would prevent or limit access to the Easement; planting of

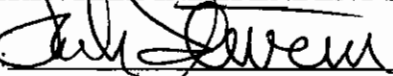
difficult to restore landscaping; piling or the storage of dirt, trash, garbage, debris, or other materials. Grantor, upon the receipt of written notice from the Grantee, shall remove any cited interference from the Easement which prevents proper use of the Easement for the purpose intended herein. Grantee may grant written permission to the Grantor to physically modify the Easement upon receipt of written request.

3. Grantee, or its successors and assigns and its contractors and servants shall enter upon the Easement at its sole risk and hazard, and Grantee, and its successors and assigns, hereby releases Grantor from any claims relating to the condition of the Easement and the entry upon the Easement by Grantee, its agents, employees, independent contractors and any other party by, through or under Grantee.
4. Grantee, or its successors or assigns, as the case may be, shall repair and replace all landscaping, utilities, irrigation lines, and site improvements located on the Easement or Grantor's property that may be damaged in the prosecution of any work by Grantee, or its successors and assigns, and/or its agents, servants, employees, consultants and/or contractors, and shall otherwise restore the surface to the same or substantially the same condition that it was in prior to such work by Grantee and leave the Easement and the Grantor's property in a clean condition free of litter and debris.
5. Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee.
6. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between Grantor and Grantee or its agents. Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein. This instrument and the rights, easements, and agreements herein contained covenants running with the land and inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators, successors or assigns, to Warrant and Forever Defend, all and singular the Easement unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS THE EXECUTION HEREOF on this 19 day of January, 2015.

GRANTOR:
KERRVILLE INDEPENDENT SCHOOL DISTRICT

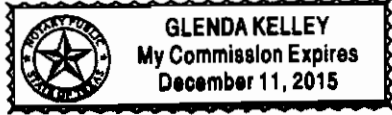
By: 
Jack Stevens, President Board of Trustees

ACKNOWLEDGEMENT

State of Texas §
General Utility Easement
to City of Kerrville, TX

County of Kerr §
§

The instrument was acknowledged before me on the 19 day of January 2015, by Jack Stevens, President Board of Trustees, Kerrville Independent School District.



Glenda Kelley

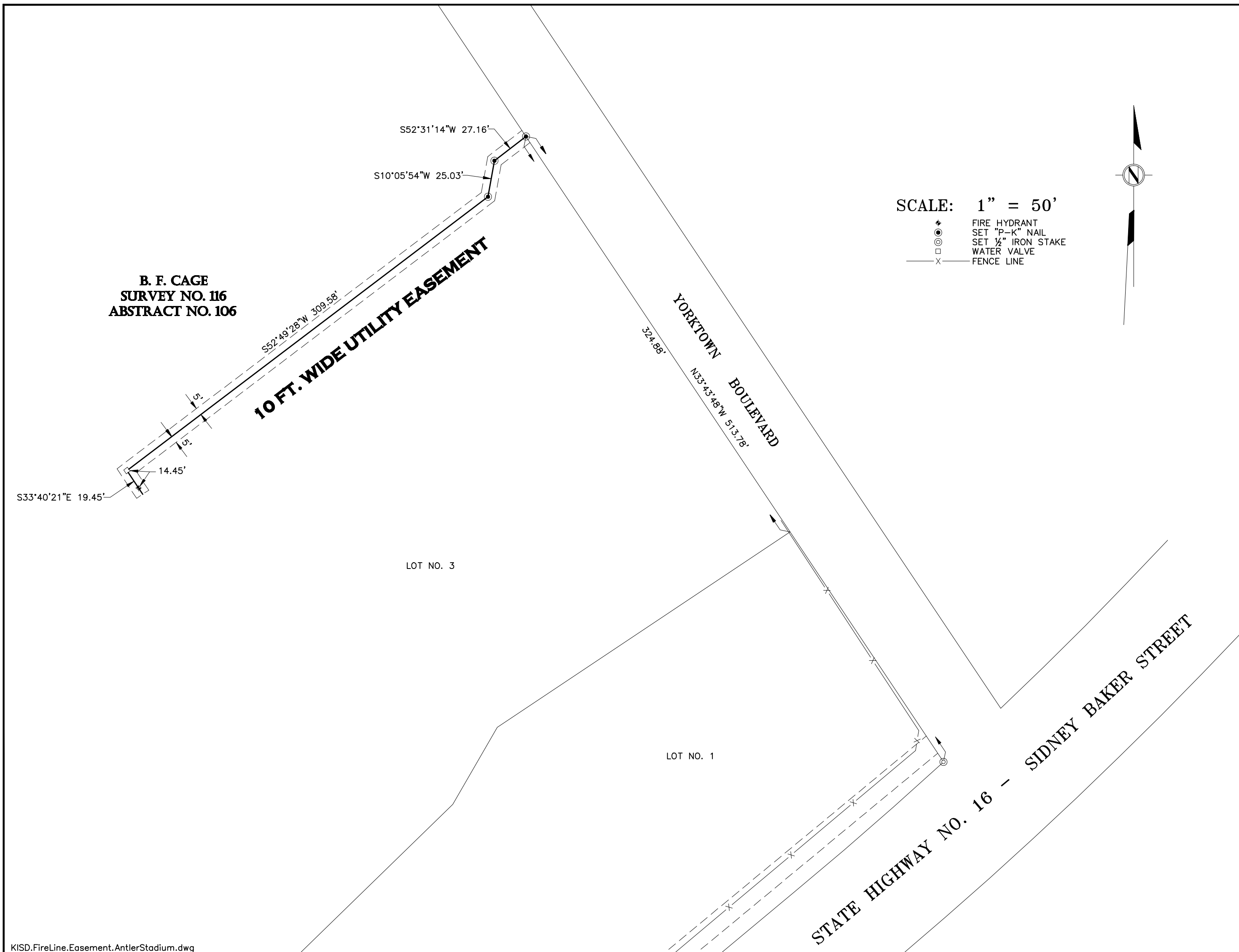
Notary Public, State of Texas

APPROVED AND ACCEPTED:

Todd Parton, City Manager
City of Kerrville, Texas

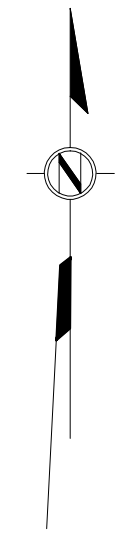
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Office of City Secretary
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028

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SCALE: 1" = 50'

- ⊕ FIRE HYDRANT
- ⊙ SET "P-K" NAIL
- ⊙ SET 1/2" IRON STAKE
- WATER VALVE
- X— FENCE LINE



I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, and that all property corners are marked as shown.
(Bearing basis = True north based on GPS observations)

Date surveyed: November 17, 2014
Dated this 4th day of December, 2014

Don W. Voelkel
Registered Professional Land Surveyor No. 3990



PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
RELEASED FOR REVIEW BY DON W. VOELKEL, REGISTERED
PROFESSIONAL LAND SURVEYOR NO. 3990. DATE: DEC. 8, 2014

SURVEY PLAT FOR A TEN (10) FT. WIDE UTILITY EASEMENT OUT OF B. F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, IN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; COMPRISING PART OF LOT NO. 3 OF ANTLER STADIUM, A SUBDIVISION OF RECORD IN FILE NO. 12-5284 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS
DECEMBER 2014

VOELKEL LAND SURVEYING, PLLC <small>212 CLAY STREET, KERRVILLE, TEXAS 78028, 830-257-3313 FIRM REGISTRATION NO. 100528-00</small>	DATE: DEC. 2014
	JOB NR: V-14-226
	BY: DWV
	SHEET 1 OF 1