

**RESOLUTION 05132024-1 AUTHORIZING GRANTING OF EASEMENT  
AND EXCHANGE OF WATERLINE STUB-OUTS AND AUTHORIZING  
SUPERINTENDENT TO NEGOTIATE AND EXECUTE TERMS AND DOCUMENTS  
RELATED THERETO**

RESOLVED, that the Board of Trustees of Aledo Independent School District (“AISD”) has determined that the following tract of real property is not necessary for the construction of facilities to meet the current and foreseeable needs of the district for educational purposes:

Easement area of approximately two (2) acres of land located in Parker County, Texas as generally illustrated on Exhibit “A” (the “Water Easement Area”);

RESOLVED, that the Board of Trustees of AISD has determined that the acquisition of the following is necessary for the construction and operation of facilities to meet the current and foreseeable needs of the district for educational purposes:

Waterline stub-outs located in Parker County, Texas as generally illustrated on Exhibit “B” (the “Waterline Stub-Outs”);

RESOLVED, that the Board of Trustees has determined that the Water Easement Area should be exchanged (“Exchange”) pursuant to that certain Stub-Out Agreement (“Agreement”) between AISD and FG Aledo Development, LLC, and to enter into and deliver all documents, instruments and agreements necessary or desirable to consummate the Exchange (the Agreement, together with such documents, instruments and agreements, collectively, the “Exchange Documents”).

RESOLVED, that the Board of Trustees has determined that the Waterline Stub-Outs should be acquired (“Acquisition”) pursuant to the Agreement, and to enter into and deliver all documents, instruments and agreements necessary or desirable to consummate the Acquisition (the Agreement and Exchange Documents, together with such documents, instruments and agreements, collectively, the “Acquisition Documents”).

RESOLVED, that DR. SUSAN BOHN, in her capacity as Superintendent of AISD is hereby authorized, empowered, and directed to negotiate the terms of the Exchange, Acquisition, and Agreement, and to enter into and deliver the Exchange Documents and the Acquisition Documents and all ancillary documents related thereto, and perform the duties and obligations set forth therein.

FURTHER RESOLVED, that DR. SUSAN BOHN, in her capacity as Superintendent of AISD is hereby authorized to negotiate, execute and deliver and to do and perform all acts and things of whatsoever kind or nature necessary or incidental to or required to effectuate the purpose of these resolutions, and to document the Exchange and the Acquisition, with such changes in text, form, and terms thereof as such Superintendent, acting singly, deems necessary or desirable or proper.

AND FURTHER RESOLVED, that all documents and agreements heretofore executed, and all acts or other things performed to effectuate the purposes of these resolutions and the documentation of the Exchange and the Acquisition are hereby, in all respects, ratified, confirmed, and approved as the acts of the Superintendent of AISD or AISD, as applicable.

Dated to be effective as of \_\_\_\_\_, 2024.

*[Signature page to follow]*

This Consent shall be effective for all purposes as of the date first set forth above .

**APPROVED:**

**ATTESTED:**

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Forrest Collins  
President, Board of Trustees

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David Lear  
Secretary, Board of Trustees

**EXHIBIT "A" TO**  
**RESOLUTION AUTHORIZING THE**  
**GRANTING OF EASEMENT**  
**AND EXCHANGE OF WATERLINE STUB-OUTS**

**EXHIBIT "A"**

**Water Line Easements**

**«City Project\_Number and Project Name»**

**Parcel # C1**

**C. Jackson Survey, Abstract No. 754, Parker County, Texas**

**STATE OF TEXAS**

**§**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF TARRANT**

**§**

**§**

**CITY OF FORT WORTH**  
**WATER FACILITY EASEMENT**

**DATE: April 12, 2024**

**GRANTOR:**

**GRANTOR'S MAILING ADDRESS (including County):**

**GRANTEE: CITY OF FORT WORTH**

**GRANTEE'S MAILING ADDRESS (including County):**

**200 TEXAS ST.**

**FORT WORTH, TARRANT COUNTY, TX 76102**

**CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.**

**PROPERTY: BEING a 0.0523 acre tract of land located in the C. Jackson Survey, Abstract No. 754, Parker County, Texas, said 0.0523 acre tract of land being a portion of a called 109.74 acre tract of land conveyed to ALEDO INDEPENDENT SCHOOL DISTRICT, by the deed thereof filed for record in Instrument Number (Ins. No.) 202329969, Official Public Records, Parker County, Texas (O.P.R.P.C.T.), said 0.0523 acre tract of land being a Permanent Water Facility Easement, and Being more particularly described in attached Exhibits "A" and "B"**

**Grantor, for the Consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Water Main Facility, hereafter referred to as "Facility". The Facility includes all**

incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, valves, pipelines, water meters, junction boxes in, upon, under and across a portion of the Easement Property and more fully described in Exhibits "A" and "B" attached hereto and incorporated herein for all pertinent purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the Easement Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**EXHIBIT "A"**

**PARCEL NO. C1  
MORNINGSTAR NORTH OFFSITE UTILITIES  
PERMANENT WATER FACILITY EASEMENT  
C. JACKSON SURVEY, ABSTRACT NO. 754  
PARKER COUNTY, TEXAS**

BEING a 0.0523 acre tract of land located in the C. Jackson Survey, Abstract No. 754, Parker County, Texas, said 0.0523 acre tract of land being a portion of a called 109.74 acre tract of land conveyed to ALEDO INDEPENDENT SCHOOL DISTRICT, by the deed thereof filed for record in Instrument Number (Ins. No.) 202329969, Official Public Records, Parker County, Texas (O.P.R.P.C.T.), said 0.0523 acre tract of land being a Permanent Water Facility Easement, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DUNAWAY" found (Controlling Monument) at the northeast property corner of the said 109.74 acre tract, same being a southeast property corner of a called 737.227 acre tract of land conveyed to FFW Holdings, Inc., by deed thereof filed for record in Ins. No. 201410303, O.P.R.P.C.T., said beginning point being on a north property line of the remainder of a called 274.491 acre tract of land conveyed to Walsh Ranches Limited Partnership by deed thereof filed for record in Ins. No. 20221454, O.P.R.P.C.T., said beginning point further having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,959,732.88 and E: 2,251,261.06;

THENCE South 00°04'15" West, along the east property line of the said 109.74 acre tract, a distance of 20.57 feet;

THENCE over and across the said 109.74 acre tract the following courses and distances:

North 89°55'45" West, 15.00 feet;

North 00°04'15" East, 10.31 feet;

South 89°05'25" West, 197.01 feet;

North 00°54'35" West, 10.00 feet to the north property line of the said 109.74 acre tract, same being the south property line of the said 737.227 acre tract;

THENCE North 89°05'25" East, along the said property lines, 212.18 feet POINT OF BEGINNING.

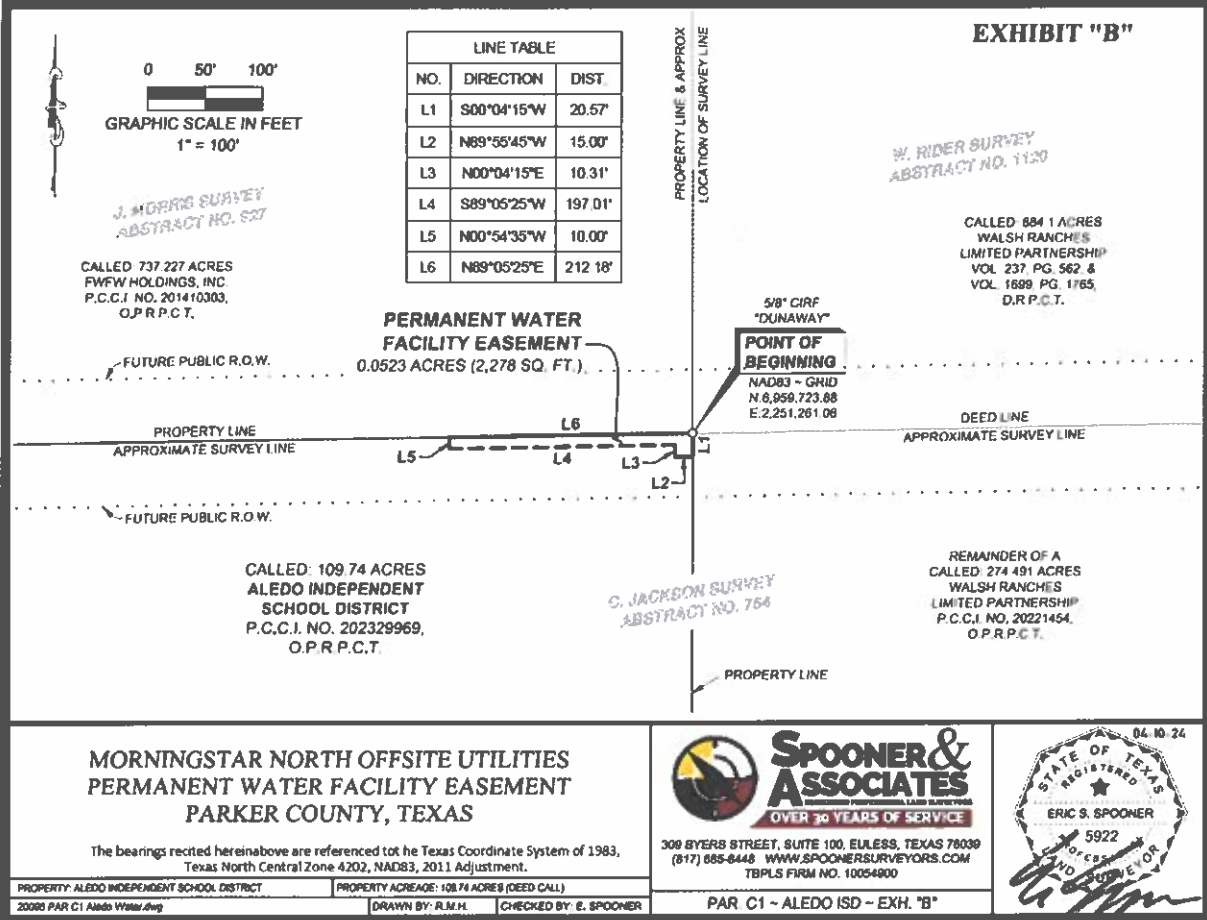
The hereinabove described tract of land contains a computed area of 0.0523 acres (2,278 square feet) of land, more or less.

The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

Eric S. Spooner, RPLS  
Spooner & Associates, Inc.  
Texas Registration No. 5922  
TBPLS Firm No. 10054900





«City Project\_Number and Project Name»

Parcel # C2

C. Jackson Survey, Abstract No. 754, Parker County, Texas

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

§

§

**CITY OF FORT WORTH**  
**WATER FACILITY EASEMENT**

DATE: **April 12, 2024**

GRANTOR:

GRANTOR'S MAILING ADDRESS (including County):

GRANTEE: **CITY OF FORT WORTH**

GRANTEE'S MAILING ADDRESS (including County):

**200 TEXAS ST.**

**FORT WORTH, TARRANT COUNTY, TX 76102**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: **BEING a 0.0049 acre tract of land located in the C. Jackson Survey, Abstract No. 754, Parker County, Texas, said 0.0049 acre tract of land being a portion of a called 109.74 acre tract of land conveyed to ALEDO INDEPENDENT SCHOOL DISTRICT, by the deed thereof filed for record in Instrument Number (Ins. No.) 202329969, Official Public Records, Parker County, Texas (O.P.R.P.C.T.), said 0.0049 acre tract of land being a Permanent Water Facility Easement, and Being more particularly described in attached Exhibits "A" and "B"**

Grantor, for the Consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, and conveys to Grantee, its successors and assigns, an exclusive, perpetual easement for the construction, operation, maintenance, replacement, upgrade, and repair of a Permanent Water Main Facility, hereafter referred to as "Facility". The Facility includes all incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, valves, pipelines, water meters, junction boxes in, upon, under and across a portion of the Easement Property and more fully described in Exhibits "A" and "B" attached hereto and incorporated herein for all pertinent



purposes, together with the right and privilege at any and all times to enter Easement Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading, and repairing said Facility.

In no event shall Grantor (I) use the Easement Property in any manner which interferes in any material way or is inconsistent with the rights granted hereunder, or (II) erect or permit to be erected within the Easement Property a permanent structure or building, including, but not limited to, monument sign, pole sign, billboard, brick or masonry fences or walls or other structures that require a building permit. However, Grantor shall be permitted to install and maintain a concrete, asphalt or gravel driveway, road or parking lot across the Easement Property. Grantee shall be obligated to restore the surface of the Easement Property at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways, or similar surface improvements located upon or adjacent to the Easement Property which may have been removed, relocated, altered, damaged, or destroyed as a result of the Grantee's use of the Easement Property granted hereunder. Provided, however, that Grantee shall not be obligated to restore or replace irrigation systems or other improvements installed in violation of the provisions and intended use of this Easement Property.

TO HAVE AND TO HOLD the above-described Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successor and assigns to warrant and forever defend all and singular the Easement Property unto Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**EXHIBIT "A"**

**PARCEL NO. C2  
MORNINGSTAR NORTH OFFSITE UTILITIES  
PERMANENT WATER FACILITY EASEMENT  
C. JACKSON SURVEY, ABSTRACT NO. 754  
PARKER COUNTY, TEXAS**

BEING a 0.0049 acre tract of land located in the C. Jackson Survey, Abstract No. 754, Parker County, Texas, said 0.0049 acre tract of land being a portion of a called 109.74 acre tract of land conveyed to ALEDO INDEPENDENT SCHOOL DISTRICT, by the deed thereof filed for record in Instrument Number (Ins. No.) 202329969, Official Public Records, Parker County, Texas (O.P.R.P.C.T.), said 0.0049 acre tract of land being a Permanent Water Facility Easement, and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the north property line of the said 109.74 acre tract, same being on the south property line of a called 737.227 acre tract of land conveyed to FFWF Holdings, Inc., by deed thereof filed for record in Ins. No. 201410303, O.P.R.P.C.T., from said beginning point a 5/8" iron rod with a cap stamped "DUNAWAY" found at the northeast property corner of the said 109.74 acre tract, bears North 89°05'25" East, 929.64 feet, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,959,705.76 and E: 2,250,119.56;

THENCE over and across the said 109.74 acre tract the following courses and distances:

North 00°54'35" West, 14.14 feet;

North 89°05'25" East, 15.00 feet;

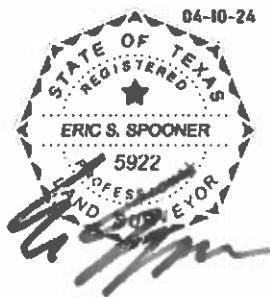
South 00°54'35" East, 14.14 feet to a point on the said property lines, from which a railroad tie fence post found at the northwest property corner of the said 109.74 acre tract, bears South 89°05'25" West, 920.23 feet;

THENCE South 89°05'25" West, along the said property lines, 15.00 feet POINT OF BEGINNING.

The hereinabove described tract of land contains a computed area of 0.0049 acres (212 square feet) of land, more or less.

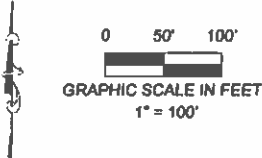
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.



Eric S. Spooner, RPLS  
Spooner & Associates, Inc.  
Texas Registration No. 5922  
TBPLS Firm No. 10054900

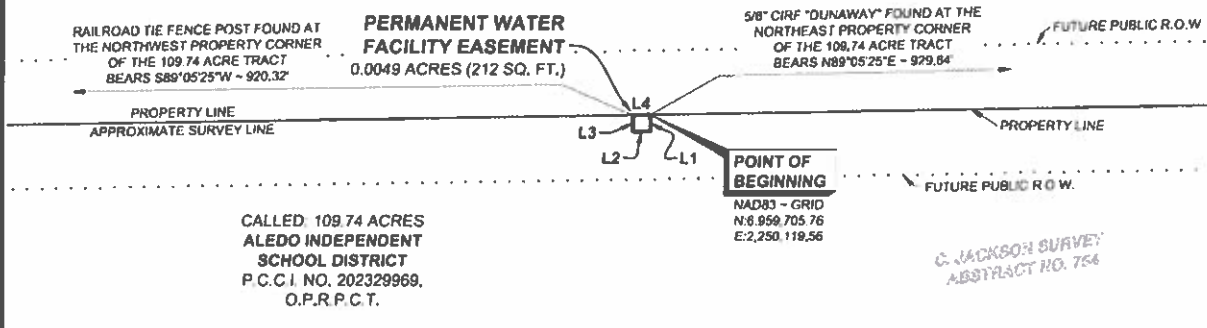
**EXHIBIT "B"**



LINE TABLE		
NO.	DIRECTION	DIST.
L1	S00°54'35"E	14.14'
L2	S89°05'25"W	15.00'
L3	N00°54'35"W	14.14'
L4	N89°05'25"E	15.00'

CALLED: 737,227 ACRES  
 FFW HOLDINGS, INC.  
 P.C.C.I. NO. 201410303,  
 O.P.R.P.C.T.

J. MORRIS SURVEY  
 ABSTRACT NO. 927



CALLED: 109.74 ACRES  
 ALEDO INDEPENDENT  
 SCHOOL DISTRICT  
 P.C.C.I. NO. 202329969,  
 O.P.R.P.C.T.

G. JACKSON SURVEY  
 ABSTRACT NO. 754

**MORNINGSTAR NORTH OFFSITE UTILITIES  
 PERMANENT WATER FACILITY EASEMENT  
 PARKER COUNTY, TEXAS**

The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.



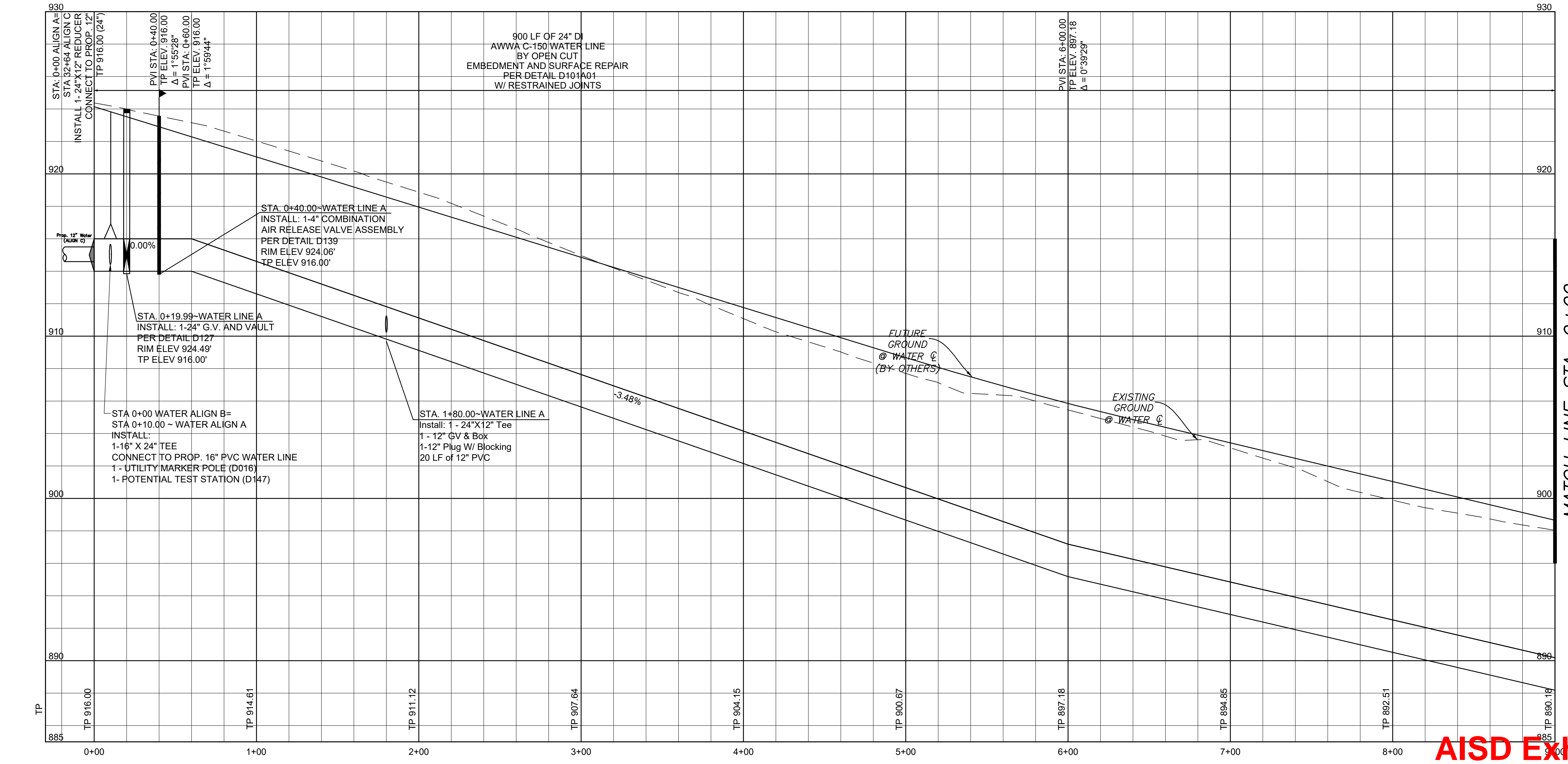
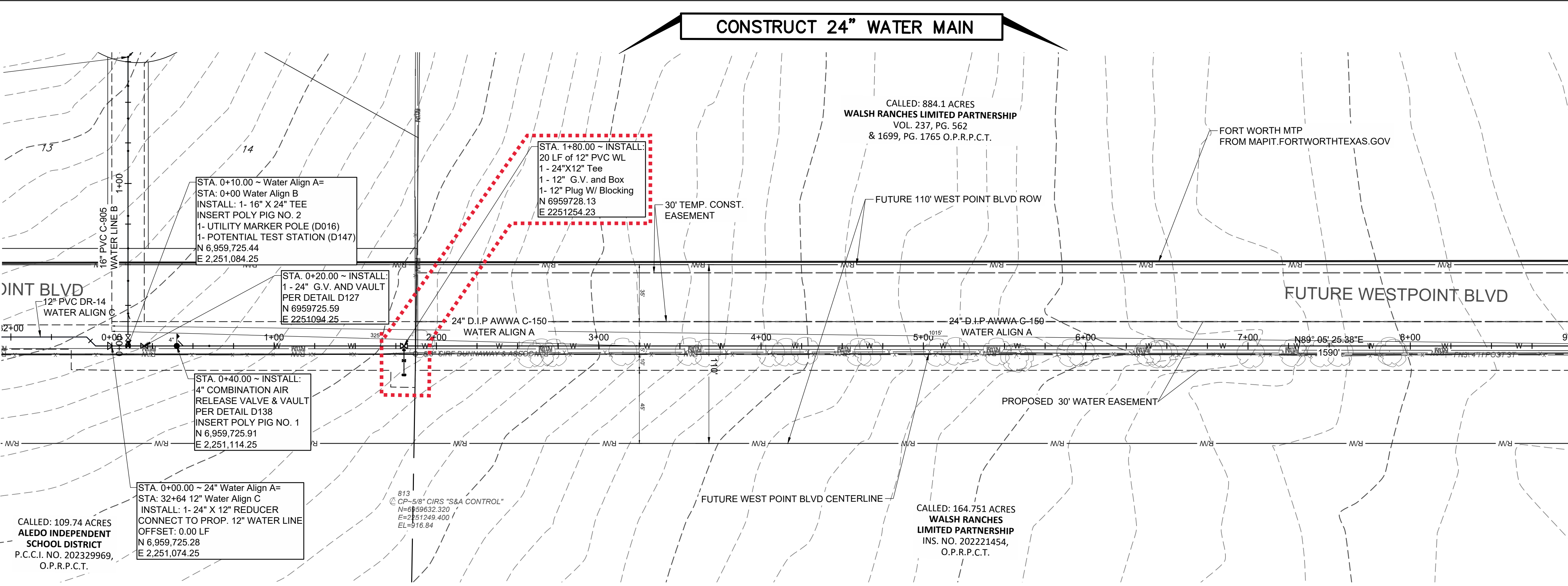
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039  
 (817) 685-8448 WWW.SPOONERSURVEYORS.COM  
 TBPLS FIRM NO. 10054800



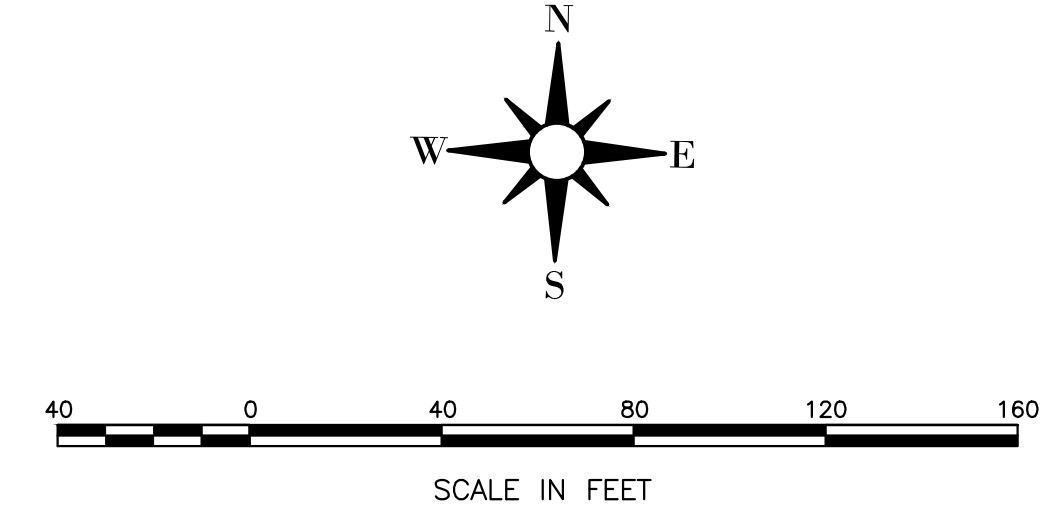
PROPERTY: ALEDO INDEPENDENT SCHOOL DISTRICT      PROPERTY ACREAGE: 109.74 ACRES (DEED CALL)  
 20086 PAR C2 Aledo Water.dwg      DRAWN BY: R.M.H.      CHECKED BY: E. SPOONER

PAR. C2 - ALEDO ISD - EXH. "B"

**EXHIBIT "B" TO**  
**RESOLUTION AUTHORIZING THE**  
**GRANTING OF EASEMENT**  
**AND EXCHANGE OF WATERLINE STUB-OUTS**



REVISIONS		
NO.	DESCRIPTION	DATE
1		
2		
3		



**90% SUBMITTAL**

PRELIM. DESIGN - FOR REVIEW ONLY  
 These documents are for Design Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:  
 Jeffrey D. Owings  
 P.E. # 141945  
 Date: 4/8/2024

- NOTES**
- DUCTILE MANUFACTURE "AMERICAN" ALLOWS 5" JOINT DEFLECTION FOR 24" DUCTILE IRON PIPE. THEREFORE 2.5" JOINT DEFLECTION WERE USED. SEE GENERAL NOTES FOR TABLE.
  - PER MANUFACTURER OF 16" PVC, 2 DEGREE DEFLECTION IS ALLOWED. THUS PER CRITERIA MANUAL, 1 DEGREE DEFLECTION WAS USED IN DESIGN.
  - PER MANUFACTURER OF 12" PVC, 1.4 DEGREE DEFLECTION IS ALLOWED. THUS PER CRITERIA MANUAL, 0.7 DEGREE DEFLECTION WAS USED IN DESIGN.
  - RADIUS OF CURVATURE/JOINT DEFLECTION - MINIMUM RADIUS OF CURVE AND MAXIMUM DEFLECTION ANGLE OF PIPE JOINTS WILL BE RESTRICTED TO 50% OF MANUFACTURER'S RECOMMENDATION, AFTER WHICH THE USE OF HORIZONTAL OR VERTICAL BENDS WILL BE REQUIRED. NO BENDING OF PIPE IS ALLOWED. DCM- 5.6.1

- THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING AT EACH LOCATION:
- |   |                          |
|---|--------------------------|
| AT&T                                    | 1-800-878-8711           |
| FORT WORTH WATER DEPT.-FIELD OPERATIONS | (817) 392-8296           |
| FORT WORTH T&PW                         | (817) 871-8100           |
| FORT WORTH STREET LIGHT CONDUIT LOCATE  | (817) 392-8100           |
| ATMOS ENERGY                            | (817) 215-4366           |
| ONCOR ELECTRIC                          | (817) 215-6214           |
| TXU ENERGY                              | 1-800-233-2133           |
| SBC TELEPHONE                           | (817) 338-6819           |
| CHARTER COMM.                           | (817) 509-6272 EXT. 3363 |
| ALL OTHER FACILITIES                    | 1-800-DIG-TESS           |

CITY PROJECT #  
 WATER PROJECT # WSS-2023-2412

CITY OF FORT WORTH, TEXAS

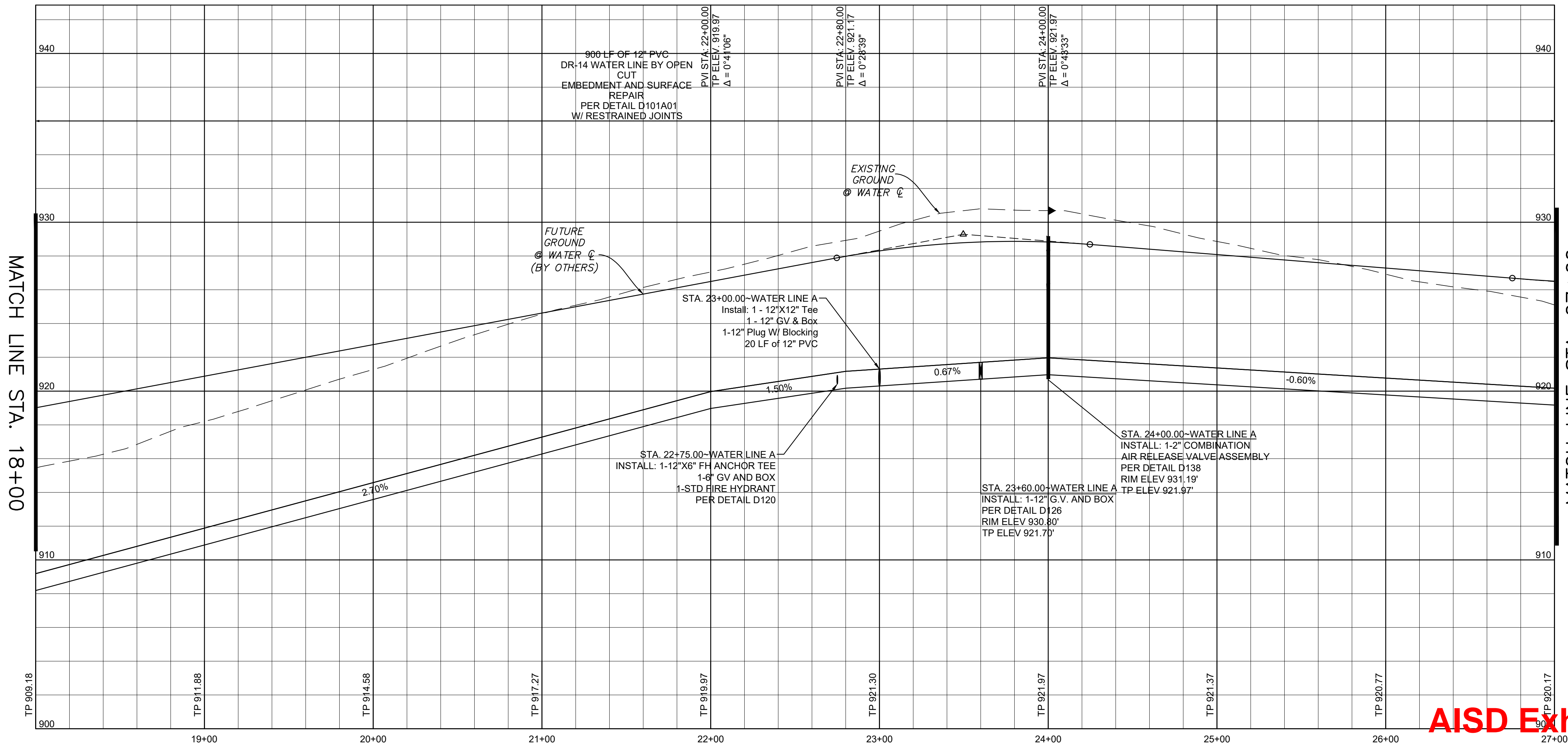
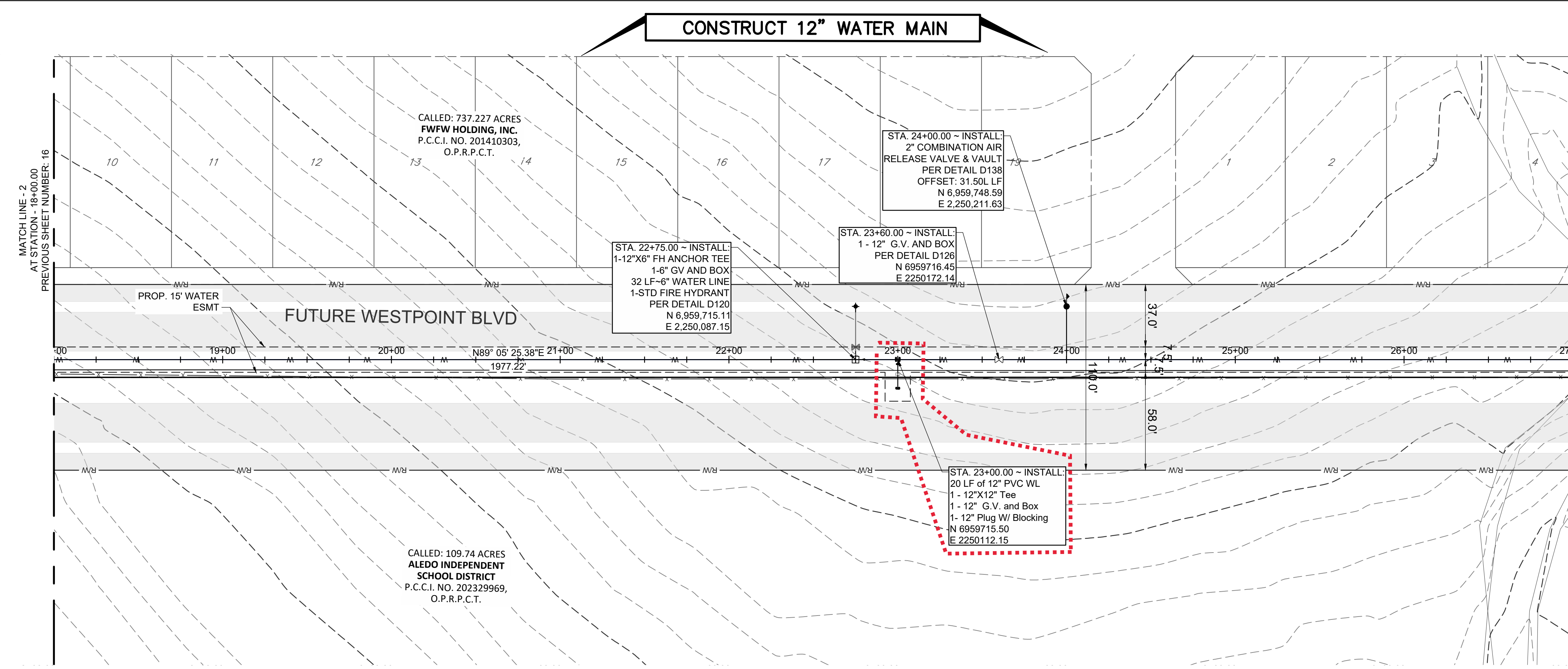
MORNINGSTAR NORTH  
 OFFSITE WATER  
 WATER LINE A: PLAN & PROFILE  
 ALIGN A 0+00.00 TO 9+00.00

OFFSITE WATER TO SERVE  
 MORNINGSTAR NORTH ALIGNMENT

DESIGNED: JDO	SCALE: H:1"=40' V:1"=4'	DATE: 4/8/2024	SHEET 6 OF 24
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**AI&S Exhibit B**

IPRC RECORD NO. 24-XXXXXX FILE NO. W-XXXX  
 CITY PROJECT NO. XXXXXX  
 FID NO XXXXXX-XXXXXX-XXXXXX-E-XXXX  
 WATER IMPROVEMENTS TO SERVE:  
 MORNINGSTAR NORTH DEVELOPMENT



REVISIONS		
NO.	DESCRIPTION	DATE
1		
2		
3		

SCALE IN FEET

**90% SUBMITTAL**

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Jeffrey D. Owings  
P.E. # 141945  
Date: 4/8/2024

**NOTES**

NOTES

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- PER MANUFACTURER OF 12" PVC, 1.4 DEGREE DEFLECTION IS ALLOWED. THUS PER CRITERIA MANUAL, 0.7 DEGREE DEFLECTION WAS USED IN DESIGN.
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FORT WORTH T&PW	(817) 871-8100
FORT WORTH STREET LIGHT CONDUIT LOCATE	(817) 392-8100
ATMOS ENERGY	(817) 215-4366
ONCOR ELECTRIC	(817) 215-6214
TXU ENERGY	1-800-233-2133
SBC TELEPHONE	(817) 338-6819
CHARTER COMM.	(817) 509-6272 EXT. 3363
ALL OTHER FACILITIES	1-800-DIG-TESS

CITY PROJECT #  
WATER PROJECT # WSS-2023-2412

**CITY OF FORT WORTH, TEXAS**

**MORNINGSTAR NORTH  
OFFSITE WATER  
WATER LINE A: PLAN & PROFILE  
ALIGN C 18+00.00 TO 27+00.00**

**OFFSITE WATER TO SERVE  
MORNINGSTAR NORTH ALIGNMENT**

DESIGNED: JDO	SCALE: H:1"=40' V:1"=4'	DATE: 4/8/2024	SHEET 17 OF 24
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**AISD Exhibit B**