



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Action to Accept a Donation of Approximately Forty-Five Acres of Land by "Special Warranty Deed of Gift" from the Mandel and Alexander Families of Laredo, said acreage situated in Porcion 8, Abstract 40, Blas Maria Diaz Original Grantee, and being out of a called 481.1132 acre tract, as recorded in Volume 3715, Pages 366-369, Webb County Official Records, Webb County, Texas and any matters incident thereto

SUBMITTED BY: Juan Cruz **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: August 16, 2017

RECOMMENDATION:

It is recommended that the Board of Trustees take Action to Accept a Donation of Approximately Forty-Five Acres of Land by "Special Warranty Deed of Gift" from the Mandel and Alexander Families of Laredo, said acreage situated in Porcion 8, Abstract 40, Blas Maria Diaz Original Grantee, and being out of a called 481.1132 acre tract, as recorded in Volume 3715, Pages 366-369, Webb County Official Records, Webb County, Texas and any matters incident thereto

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

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 OF GIFT

THE STATE OF TEXAS §

COUNTY OF WEBB §

That Meyer Investments, Ltd., (a Texas Limited Partnership); Nolar III, LLC, (a Louisiana Limited Liability Company); Benjamin M. Alexander, as Trustee of the Alexander Combined Exempt Trust for Benjamin M. Alexander; Rosalind A. Kokolis, as Trustee of the Alexander Combined Exempt Trust for Rosalind A. Kokolis; Maureen M. Alexander, as Trustee of the Alexander Combined Exempt Trust for Maureen M. Alexander; Gail E. Alexander, as Trustee of the Alexander Combined Exempt Trust for Gail E. Alexander; Phyllis A. Terry, as Trustee of the Alexander Combined Exempt Trust for Phyllis A. Terry; Jessland Properties, Ltd., (a Texas Limited Partnership); and Landranch, Ltd., (a Texas Limited Partnership), (all of which are referred to herein as "Grantor" whether one or more), for and in recognition of the excellent education being provided by the United Independent School District to the students of the District, has GIVEN, GRANTED AND CONVEYED, and by these presents does GIVE, GRANT AND CONVEY unto the **United Independent School District ("Grantee")**, whose mailing address is **201 Lindenwood, Laredo, Texas 78045**, the following described real property situated in Webb County, Texas:

Situated in Webb County, Texas, and being a tract of land containing 45.00 acres, more or less, situated in Porcion 8, Abstract 40, Blas Maria Diaz Original Grantee, and being out of a called 481.1132 acre Tract, as recorded in Volume 3715, Pages 366-369, Webb County Official Records; the said 45.00 acre tract being more particularly described by metes and bounds in attached Exhibit "A" (the "Property").

SAVE AND EXCEPT, and it is hereby reserved from this conveyance, any and all surface and/or subsurface water, artesian water and other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Property, provided however, Grantor waives and releases all rights of ingress, egress, use, operation, extraction, drilling and/or transporting any type or nature on the surface of the Property.

SAVE AND EXCEPT, and it is hereby reserved from this conveyance, any and all valuable mineral substances of every kind and character, including, but not limited to, oil, gas and all related hydrocarbons, sulphur, coal, lignite, gold, copper, iron, zinc, lead, uranium, vanadium, plutonium, molybdenum, thorium and other fissionable minerals and materials (collectively the "Mineral Estate").

This conveyance of real property is made subject to all easements, mineral reservations and conveyances, royalty deeds and covenants and all other matters, to the extent same are of record, valid and in effect at this time, if any, relating to the Property shown of record in the office of the County Clerk of Webb County, Texas, including the following.

1. Right of Way dated March 4, 1882, executed by A. C. Hunt to R.G. & R. RY and recorded in Volume 10, page 360, Webb County Deed Records, and conveyed by instrument recorded in Volume 647, Pages 69-170, Webb County Deed Records.
2. Right of Way Easement dated September 12, 1957, executed by I. Alexander Estate to State of Texas and recorded in Volume 255, Pages 379-381, Webb County Deed Records.
3. Non-Participating Royalty Deed dated December 31, 1958, executed by Maurice M. Alexander, et ux to G. C. Mann, et al and recorded in Volume 266, pages 591-600, Webb County Deed Records.
4. Subject to Dedication of Right of Way dated May 22, 1922, executed by Samuel A. Meyer and Roslyn Alexander Mandel to the City of Laredo and recorded in Volume 47, Pages 553-555, Webb County official Public Records.
5. Subject to Dedication Right of Way dated June 15, 1993, executed by Maurice M. Alexander to the City of Laredo and recorded in Volume 122, Pages 373-374, Webb County Official Public Records.

6. Subject to Dedication of Right of Way dated August 31, 1998, executed by the City of Laredo to the State of Texas and recorded in Volume 684Pages 682-701, Webb County Official Public Records.
7. Mineral Interest, as per Deed dated December 21, 2001, executed by Benjamin M. Alexander and Rosalinda A. Kokolis, Co-Executors of the Estate of Maurice M. Alexander, Deceased to Benjamin M. Alexander, Trustee, et al and recorded in Volume 1150, pages 427-429, Webb County Official Public Records.
8. All oil, gas and other minerals severed in Deed dated February 5, 2002, executed by Roslyn A. Mandel to Jesse M. Jacobs, et al and recorded in Volume 1170, pages 125-127, Webb County Official Public Records.
9. Subject to Water Rights as per Certificate of Adjudication No. 23-2699, as Amended by instrument recorded in Volume 3764, pages 846-849, Webb County Official Public Records, and any amendments thereto.
10. Subject to Water Rights conveyed in Deed dated February 11, 2002, executed by Louise A. Mandel to Landranch, Ltd. and recorded in Volume 1175, pages 314-315, Webb County Official Public Records, and corrected in Volume 3715, pages 374-378, Webb County Official Records.
11. Mineral interest severed in Deed dated July 2, 2002, executed by Suzanne M. Palmer to Nolar III, LLC and recorded in Volume 1247, pages 272-274, Webb County Official Public Records, and corrected in Volume 3715, pages 165-168, Webb County Official Public Records.
12. Mineral interest as per Deed dated October 20, 2006, executed by Benjamin M. Alexander as Trustee to Benjamin M. Alexander, et al and recorded in Volume 2213, pages 79-83, Webb County Official Public Records.
13. Mineral interest as per Correction Deeds dated June 7, 2007, executed by The Laredo National Bank, Trustee to Maureen M. Alexander, et al and recorded in Volume 2412, pages 121-125, pages 126-130, pages 131-135, pages 136-140 and pages 141 -145, Webb County Official Public Records.
14. Mineral interest severed in Deed dated October 1, 2007, executed by Jessie M. Jacobs to Jessland Properties, Ltd., and recorded in Volume 2459, pages 139-141, Webb County Official Records, and corrected in

Volume 3715, pages 366-369, Webb County Official Public Records.

15. Mineral Deed dated February 23, 2012, executed by Suzanne Frances Mandel Palmer to Nolar III, LLC and recorded in Volume 3225, pages 848-850, Webb County Official Public Records.
16. Minerals reserved in Deed dated October 1, 2007, executed by Jessie Mandel Jacobs to Jessland Properties, Ltd., and recorded in Volume 2459, pages 135-1 38, and corrected in Volume 3226, pages 757-761, Webb County Official Public Records.
17. Minerals reserved in Deed dated October 1, 2007, executed by Jessie Mandel Jacobs to Jessland Properties, Ltd., and recorded in Volume 2459, pages 145-1 48, and corrected in Volume 3226, pages 762-765, Webb County Official Public Records.
18. Memorandum of Oil and Gas Lease dated March 2, 2012, executed by Jessie M. Jacobs, Trustee, et alto Segundo Navarro Drilling, Ltd., and recorded in Volume 3388, pages 694-701, Webb County Official Public Records. Title to said lease not traced further.
19. Memorandum of Oil and Gas Lease dated March 2, 2013, executed by Jessie M. Jacobs, et alto Segundo Navarro Drilling, Ltd., and recorded in Volume 3388, pages 702-71 0, Webb County Official Public Records.
20. Subject to water rights as conveyed in Deed dated June 27, 2002, executed by Samuel A. Meyer, et alto Meyer Investments, Ltd., and recorded in Volume 1242, pages 612-613, Webb County Official Records and further corrected in Volume 3694, pages 441 -445, Webb County Official Public Records.
21. Utility Easement dated May 14, 2013, executed by Jessland Properties, Ltd., et al to City of Laredo and recorded in Volume 3462, pages 61 7-632, Webb County Official Public Records.

A. This conveyance is made upon the express condition that the Subject Property be used for the construction of a Middle and Elementary school and that the Grantor has the right to participate in the naming of the school and no other name or names may be used in conjunction therewith or in addition thereto (the "Permitted Purpose"); and Grantee hereby acknowledges such express conditions to this conveyance and expressly represents and warrants that its sole purpose for accepting the Property is to have the right, but not the obligation, to construct and

operate a middle and elementary school to be named as determined by Grantee and that the Property shall be restricted to such use only.

B. In the event Grantee has not commenced the construction of both a middle and a elementary school on the Property on or before the expiration of ten (10) years from the date hereof, or in the event that construction of such elementary school is timely commenced but not substantially completed on or before the expiration of twelve (12) years from the date hereof, or in the event that after the completion of construction the Property, such Property ceases to be used for the Permitted Purpose , then in such event the Property shall automatically revert to Grantor provided however that Grantee shall have the right to remove any and all improvements. Notwithstanding any provision herein to the contrary the reversion of the Property shall not occur until and unless Grantor elects to effectuate same and files an affidavit in the Official Public Records of Real Property of Webb County, Texas which shall serve to memorialize the reversion.

C. Grantee accepts the Property in its AS IS, present condition. Grantee assumes responsibility for platting the Property in accordance with the Subdivision Ordinance and Land Development Code of the City of Laredo and in accordance with all other relevant local ordinances, State and Federal laws and regulations. Furthermore, Grantor reserves the right of prior review and approval of any plat of all or any part of the Property and of a site grading plan along the common boundary of the Property and Grantor's adjoining property, which approvals must be in writing and obtained prior to the filing of any plat with the Webb County Clerk. The Grantor will not unreasonably withhold its approval of any plat or grading plan. In addition, once a plat or grading plan has been approved by Grantor, then the Grantor will not have the right to object to the plat or grading plan. Grantor will either accept in writing or object in writing any plat, and, or grading plan presented to Grantor within fifteen (15) business days of the tender for review by the Grantee. If the Grantor does not accept or reject the plat or grading plan within fifteen (15) business days, it will be deemed accepted by Grantor.

D. Grantor hereby specifically disclaims any warranty, (except the limited warranty of title provided herein), guaranty or representation, oral or written, past, present or future, of, as to, or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of hydrocarbons or hazardous materials) or compliance with applicable environmental laws, rules or regulations; and (b) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not on any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.

If any provision of this instrument be found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this instrument will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this deed a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

These covenants and agreements shall be binding on Grantee, Grantee's heirs, executors, administrators, successors, assigns and lessees, and shall constitute an encumbrance running with the land. The conditions of this conveyance and the possibility of reverter shall be for the benefit of Grantor, Grantor's successors and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise, and except as to the matters to which this conveyance is expressly made subject, including but not limited to the express condition of this conveyance and the possibility of reversion.

THIS instrument may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which are identical.

Signature Pages Continue

EXECUTED effective the ____ day of _____, 2017.

AGREED TO AND ACCEPTED BY GRANTEE

United Independent School District

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by _____, _____ of the United Independent School District.

Notary Public, State of Texas

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Meyer Investments, Ltd.
(a Texas Limited Partnership)

By: S & O Management Co., L.L.C.,
(a Texas Limited Liability Company)
its General Partner

By: _____
Frances M. Salinas, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Frances M. Salinas, the Manager of S & O Management Co., L.L.C., (a Texas Limited Liability Company), as the General Partner of Meyer Investments, Ltd., (a Texas Limited Partnership), on behalf of said limited liability company and said limited partnership.

Notary Public, State of Texas

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Nolar III, LLC
(a Louisiana Limited Liability Company)

By: _____
Russell Palmer, Manager

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Russell Palmer, the Manager of Nolar III, LLC, (a Louisiana Limited Liability Company), on behalf of said limited liability company.

Notary Public, State of _____

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Benjamin M. Alexander, as Trustee of the
Alexander Combined Except Trust for
Benjamin M. Alexander

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Benjamin M. Alexander, as Trustee of the Alexander Combined Exempt Trust for Benjamin M. Alexander, on behalf of said Trust.

Notary Public, State of _____

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Rosalind A. Kokolis, as Trustee of the
Alexander Combined Exempt Trust for
Rosalind A. Kokolis

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Rosalind A. Kokolis, as Trustee of the Alexander Combined Exempt Trust for Rosalind A. Kokolis, on behalf of said Trust.

Notary Public, State of _____

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Maureen M. Alexander, as Trustee of the
Alexander Combined Exempt Trust for
Maureen M. Alexander

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Maureen M. Alexander, as Trustee of the Alexander Combined Exempt Trust for Maureen M. Alexander, on behalf of said Trust.

Notary Public, State of _____

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Gail E. Alexander, as Trustee of the
Alexander Combined Exempt Trust for Gail
E. Alexander

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Gail E. Alexander, as Trustee of the Alexander Combined Exempt Trust for Gail E. Alexander, on behalf of said Trust.

Notary Public, State of _____

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Phyllis A. Terry, as Trustee of the Alexander
Combined Exempt Trust for Phyllis A. Terry

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Phyllis A. Terry, as Trustee of the Alexander Combined Exempt Trust for Phyllis A. Terry, on behalf of said Trust.

Notary Public, State of _____

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Jessland Properties, Ltd.
(a Texas Limited Partnership)

By: Ribera GP Holdings, LLC
(a Texas Limited Liability Company)
its General Partner

By: _____
Jessie M. Jacobs, Manager

THE STATE OF TEXAS §

COUNTY OF WEBB §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Jessie M. Jacobs, the Manager of Ribera GP Holdings, LLC, (a Texas Limited Liability Company), as the General Partner of Jessland Properties, Ltd., (a Texas Limited Partnership), on behalf of said limited liability company and said limited partnership.

Notary Public, State of Texas

EXECUTED effective the ____ day of _____, 2017.

GRANTOR

Landranch Ltd.
(a Texas Limited Partnership)

By: Landway Ventures, LLC
(a Texas Limited Liability Company)
its General Partner

By: _____
Louise A. Mandel, Manager

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2017 by Louise A. Mandel, the Manager of Landway Ventures, LLC, (a Texas Limited Liability Company), as the General Partner of Landranch, Ltd., (a Texas Limited Partnership), on behalf of said limited liability company and said limited partnership.

Notary Public, State of _____



Sherfey Engineering Company, L.L.C.

TBPE FIRM REGISTRATION No. F-3132

104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION

45.00 ACRE TRACT

PORCION 08 ~ ABSTRACT 40

WEBB COUNTY, TEXAS

A tract of land containing 45.00 acres of land, more or less, situated in Porcion 8, Abstract 40, Blas Maria Diaz Original Grantee, out of the called 481.1132 acre Tract as recorded in Volume 3715, Pages 366-369, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod on the northern right-of-way line of F.M. 1472 (Mines Road), as recorded in Volume 1520, Page 743, Webb County Real Property Records same being an exterior corner of said 480.1132 acre tract;

THENCE, N 59°33'01" E, leaving the northern right-of-way line of said F.M. 1472 a distance of 1,352.19 feet to a set 1/2 inch iron rod, the **POINT OF BEGINNING** and southwest corner of the herein described tract;

THENCE, N 22°33'38" W, a distance of 636.53 feet to a set 1/2 inch iron rod, a point of curvature to the left;

THENCE, along said curve to the left having a radius of 1,034.00 feet, a delta of 26°55'21", a chord and chord bearing of 481.40 feet and N 36°01'18" W, a distance of 485.86 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 49°28'58" W, a distance of 134.01 feet to a set 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 04°28'58" W, a distance of 28.28 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 40°31'02" E, a distance of 1,188.31 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 85°31'02" E, a distance of 28.28 feet to a set 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 49°28'58" E, a distance of 432.10 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right having a radius of 966.00 feet, a delta of 26°55'21", a chord and chord bearing of 449.74 feet and S 36°01'18" E, a distance of 453.91 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 22°33'38" E, a distance of 961.43 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 22°31'37" W, a distance of 28.24 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 67°36'52" W, a distance of 1,182.79 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 67°28'23" W, a distance of 28.33 feet to return to and close at the **POINT OF BEGINNING**, containing 45.00 acres of land.



LEGEND

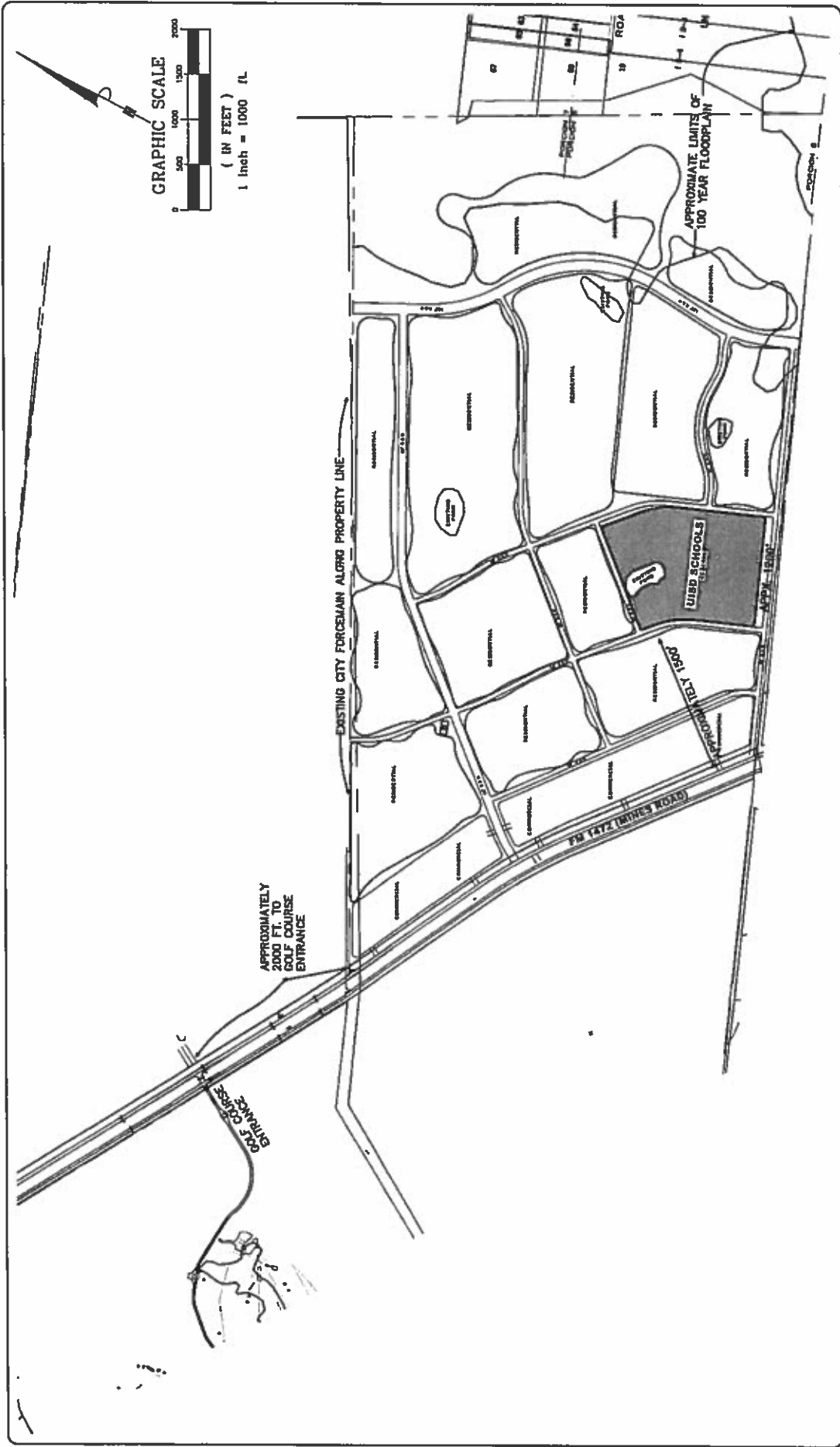
R	RESIDENTIAL
C	COMMERCIAL
P	PARK

1
 PROPOSED CONCEPTUAL LAYOUT
 DATE: 11-14-2014
 SHEET 1 OF 1

ALEXANDERMEYER/MANDEL TRACT

SHERFEEY ENGINEERING COMPANY, L.L.C.
 104 Dal Court
 Suite 400
 Laredo, Texas 78041
 (956) 791-3511
 TUBE FIRM REGISTRATION NO: F-3132

Designed By:	JTB
Drawn By:	JTB
Checked By:	ET
Approved By:	JCS
File:	104 DAL COURT (SHERFEEY)
Date:	11/14/2014



SCALE: 1" = 1000'
 DATE: 1/20/2017
 REVISION: 01/17
ALEXANDER/MEYER/MANDEL
TRACT
1
 SHEET 1 OF 1

**UISD 45 ACRES for ELEMENTARY
 AND MIDDLE SCHOOLS EXHIBIT**

SHERFEY
ENGINEERING
COMPANY, L.L.C.
 104 Dal Court
 Suite 400
 Lewis, Texas 78041
 (956) 791-3311
 TYPE FIRM REGISTRATION No. F-3132

Designed By: JFS	Scale:	1" = 1000'
Drawn By: JFS	Date:	1/20/2017
Checked By: JFS	Project:	UISD 45 ACRES
Approved By: JFS	Sheet:	1 OF 1
File No:	Client:	Alexander/Meyer/Mandel