



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: March 11, 2021

AGENDA ITEM: Consider Approval of Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way for McAnally Middle School

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- The District has contracted with Tri-County Electric Cooperative, Inc. to provide electricity service for Middle School No. 2 (McAnally Middle School).
- As shown on Exhibit B of the electric line easement and right-of-way document, the electric line pathway will access the District's property from Old Weatherford Road. Teague Nall & Perkins and Satterfield & Pontikes take no exception to the proposed pathway as depicted on Exhibit B.
- The following Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way has been reviewed and approved by the District's legal counsel.

FISCAL INFORMATION:

None

ATTACHMENTS:

Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends approval of the following Tri-County Electric Cooperative, Inc. Electric Line Easement and Right-of Way for McAnally Middle School as presented.

TRI-COUNTY ELECTRIC COOPERATIVE, INC.
ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

COUNTY OF _____

DATE: _____

Work Order No. _____

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____
(including county) _____

GRANTEE: **TRI-COUNTY ELECTRIC COOPERATIVE, INC.**

GRANTEE'S MAILING ADDRESS: 200 Bailey Ranch Road
Aledo, Texas 76008

CONSIDERATION: The provision of electrical service and/or other benefits inuring to **GRANTOR** and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR**.

EASEMENT PROPERTY (check either Defined Easement or Blanket Easement):

Defined Easement. The EASEMENT PROPERTY is a tract of land consisting of _____ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.

Blanket Easement. The EASEMENT PROPERTY is a tract of land described as follows (check one):

Platted Property.

Lot(s) _____, in Block _____, _____, an addition in the city of _____, (cross out "City of" if property is not within city limits), _____ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.

Unplatted Property. _____ acres of land, more or less, out of the _____ Survey, Abstract No. _____ in _____ County, Texas, as more fully described in an instrument recorded in Volume _____, Page _____ of the _____ Records of _____ County, Texas.

For blanket easements, upon location by **GRANTEE** of its transmission/distribution lines, poles and/or other facilities on said property, the **EASEMENT PROPERTY** shall be limited to that portion of the property within _____ feet in all directions of **GRANTEE'S** lines, poles, guys, anchors, or other facilities on the tract of land described above.

The **EASEMENT PROPERTY** shall include use of the subsurface below and air space above for the **PURPOSE** herein stated. This easement shall also include such portions of adjoining property owned by **GRANTOR** as is necessary for the **PURPOSES** stated below.

PROJECT: Electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

GRANT: **GRANTOR**, for the **CONSIDERATION** received by **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE** an **EASEMENT** appurtenant and Right-of-Way in, upon, and across the **EASEMENT PROPERTY**, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to **GRANTEE** and **GRANTEE'S** successors and assigns forever. **GRANTOR** also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or other similar purposes.

PURPOSE: The **EASEMENT**, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the **PROJECT** or any part of the **PROJECT**, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, right-of-way, rights and privileges granted herein for any use directly related to the **PROJECT** or financing of the **PROJECT**, including but not limited to performing archeological, historical, environmental, or other studies. **GRANTEE** shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the **PROJECT**. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the **PROJECT**, or any part thereof.

ACCESS: **GRANTEE** shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the **EASEMENT PROPERTY** for the above stated **PURPOSE**. **GRANTEE** shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of **GRANTOR** for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, **GRANTEE** shall have the right of reasonable ingress and egress over the adjacent property of **GRANTOR** along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the **PROJECT**, or any part thereof.

TERM: The **EASEMENT** and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

TREES: **GRANTEE** shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to realize the **PURPOSE** herein stated.

STRUCTURES/DAMAGES: 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 and **GRANTOR'S** adjacent 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** granted hereunder. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

MINERALS: **GRANTOR** expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in, on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE'S** use of the **EASEMENT PROPERTY**.

OWNERSHIP: **GRANTOR** agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE** and **GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

WARRANTY: **GRANTOR** warrants and shall forever defend the **EASEMENT** to **GRANTEE** against anyone lawfully claiming or to claim the **EASEMENT** or any part thereof when the claim is by, through or under **GRANTOR**, but not otherwise.

GRANTOR: _____

By: _____
Earl H. Husfeld, Chief Financial Officer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2____, by _____, **GRANTOR**.

Notary Public, State of Texas

<p>The State of Texas</p> <p>_____ RIGHT-OF-WAY EASEMENT</p> <p>County</p>
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After Recording, Return this Document to:
Tri-County Electric Cooperative, Inc.
200 Bailey Ranch Road
Aledo, Texas 76008

EXHIBIT "A"

"TRI-COUNTY ELECTRIC EASEMENT"

BEING 0.481 of an acre of land situated in the J.D. Kyle Survey, Abstract No. 792, City of Fort Worth, Parker County, Texas, being a portion of that certain tract of land described in deed to Aledo Independent School District (Aledo I.S.D.), according to the deed filed in Volume 2583, Page 1480, Deed Records of Parker County, Texas (D.R.P.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a smooth 5/8 inch iron rod found at the most southerly southwest corner of said Aledo I.S.D. tract, along the south Right-of-Way (R-O-W) line of Old Weatherford Road (variable width), also being the southeast corner of a tract of land described in deed to Kevin W. Van, J.C.D., D.D., Bishop of the Catholic Diocese of Fort Worth, as filed in Volume 2459, Page 1357, D.R.P.C.T., and also being in the north line of a tract of land described in deed to Geo Beggs III et al, as filed in Volume 204, Page 497, D.R.P.C.T., from which a 1/2 inch iron rod found for reference in the east line of said Catholic Diocese tract, also being in the most southerly west line of said Aledo I.S.D. tract, bears N 01°12'46" W, a distance of 1199.86 feet;

THENCE N 01°12'46" W, over and across said Old Weatherford Road, along the most southerly west line of said Aledo I.S.D. tract, and along the east line of said Catholic Diocese tract, a distance of 1182.40 feet to a 1/2 inch iron rod set with cap stamped "TNP INC ESMT" (hereinafter all 1/2 inch iron rods set are marked the same);

THENCE over and across said Aledo I.S.D. tract, the following courses and distances;

N 88°47'14" E, a distance of 606.09 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

N 88°47'14" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

S 01°12'46" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

S 88°47'14" W, a distance of 15.00 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

S 88°47'14" W, a distance of 596.09 feet to a 1/2 inch iron rod set;

S 01°12'46" E, a distance of 321.62 feet to a 1/2 inch iron rod set;

N 88°47'14" E, a distance of 271.88 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

N 88°47'14" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

S 01°12'46" E, a distance of 15.00 feet to a 1/2 inch iron rod set;

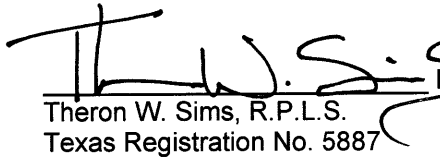
S 88°47'14" W, a distance of 15.00 feet to a 1/2 inch iron rod set;

N 01°12'46" W, a distance of 2.50 feet to a 1/2 inch iron rod set;

S 88°47'14" W, a distance of 271.88 feet to a 1/2 inch iron rod set;

S 01°12'46" E, passing over and across said Old Weatherford Road, a distance of 840.81 feet to a 1/2 inch iron rod set in the south line of said Aledo I.S.D. tract, also being in the north line of said Geo Beggs III tract;

THENCE S 88°59'20" W, along the south line of said Aledo I.S.D. tract, and along the north line of said Geo Beggs III tract, a distance of 10.00 feet to the POINT OF BEGINNING and containing 20,954 square feet or 0.481 of an acre of land.

 Date March 3, 2021
Theron W. Sims, R.P.L.S.
Texas Registration No. 5887



Surveyed on the ground March 3, 2021

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000161391 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
- a. Legal Description
 - b. Sketch

NOTES:

1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000161391 was used to scale grid coordinates and distances to surface.

2) All easement corners shown hereon marked with 1/2 inch iron rods set with cap stamped "TNP INC ESMT", unless otherwise noted.

3) Integral parts of this survey:
 a. Legal Description
 b. Sketch

MONCRIEF PROPERTIES LLC
 INST. #201932829
 D.R.P.C.T.

LINE #	DIRECTION	LENGTH
L1	N01°12'46"W	1182.40'
L2	N88°47'14"E	606.09'
L3	N01°12'46"W	2.50'
L4	N88°47'14"E	15.00'
L5	S01°12'46"E	15.00'
L6	S88°47'14"W	15.00'
L7	N01°12'46"W	2.50'
L8	S88°47'14"W	596.09'
L9	S01°12'46"E	321.62'
L10	N88°47'14"E	271.88'
L11	N01°12'46"W	2.50'
L12	N88°47'14"E	15.00'
L13	S01°12'46"E	15.00'
L14	S88°47'14"W	15.00'
L15	N01°12'46"W	2.50'
L16	S88°47'14"W	271.88'
L17	S01°12'46"E	840.81'
L18	S88°59'20"W	10.00'

WILBOW-MORNINGSTAR DEV., INC.
 C.C. #201523102
 D.R.P.C.T.
 (REMAINDER OF TRACT 2)

WINDSTREAM DR.
 9
 10
 11
 12
 13
 14
 FFW HOLDINGS, INC.
 C.C. #201410303
 D.R.P.C.T.

**C. JACKSON SURVEY
 ABST. NO. 754**

BLK. 68
 MORNINGSTAR
 CAB. E, SLIDE 179
 P.R.D.C.T.

SEWER FACILITY ESM'T.
 INST. #201524730
 D.R.P.C.T.

KEVIN W. VAN, J.C.D., D.D.,
 BISHOP OF THE CATHOLIC
 DIOCESE OF FORT WORTH
 VOL. 2459, PG. 1357
 D.R.P.C.T.

**J.D. KYLE SURVEY
 ABST. NO. 792**



SCALE 1"=300'

(LINE FOR DIRECTIONAL CONTROL)
 N01°12'46"W, 1199.86'

P.O.B.
 SMOOTH 5/8" IRF
 (CONTROL MON.)

TRI-COUNTY
 ELECTRIC ESM'T.
 (0.481 Ac.)

WATER FACILITY ESM'T.
 INST. #201524745
 D.R.P.C.T.

OLD WEATHERFORD ROAD

WALSH RANCHES LIMITED PARTNERSHIP
 VOL. 1699, PG. 1765
 D.R.P.C.T.

GEO BEGGS III et al
 VOL. 204, PG. 497
 D.R.P.C.T.

**EXHIBIT "B"
 TRI-COUNTY
 ELECTRIC EASEMENT**

Situated in the J.D. Kyle Survey, Abstract No. 792,
 City of Fort Worth, Parker County, Texas.



Theron W. Sims
 THERON W. SIMS, R.P.L.S.
 TEXAS REGISTRATION NO. 5887

Date: March 3, 2021

Surveyed on the ground
 March 3, 2021



teague nall & perkins

5237 N. Riverside Drive, Suite 100
 Fort Worth, Texas 76137
 817.336.5773 ph 817.332.7756 fx

www.tnvinc.com / TBPELS Registration No. 100116-00