



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

10H. Preview

Date: February 12, 2007

SUBJECT: EXXONMOBIL PIPELINE REQUEST FOR CURATIVE EASEMENT AT CHS

BOARD GOAL: All systems in the Keller Independent School District will be effective, efficient, and accountable in support of the district's mission.

FISCAL NOTE: Compensation to District for conversion of easement

ANTICIPATED DATE FOR ACTION: February 26, 2007

Background Information:

- ExxonMobil PipeLine Company, as successor to Magnolia Pipe Line Company, is the owner of a petroleum pipeline easement that crosses the district's property at Central High School. The original easement to Magnolia Pipe Line Company was obtained by condemnation in 1955 from the then-owners of the property on which CHS is currently located.
- ExxonMobil has an 8-inch natural gas pipeline in the easement and is in the process of changing the status of their existing pipeline from common carrier to private service. Privatization of the line means that the line will transport only ExxonMobil and its partners' natural gas.
 - Sunoco Pipeline, L.P. also operates a 16-inch crude oil pipeline within the same easement; however, they are not involved in this request.
- In order to make such a change in the status of their pipeline, ExxonMobil must obtain a new easement from all current owners of properties affected by the condemnation easement, of which Keller ISD is one such owner.
- ExxonMobil Pipeline Company is requesting that the district grant a new easement overlaying the original and current 50-foot wide easement crossing our property at CHS.

Administrative Considerations:

- This is a curative easement only, and does not create a new physical easement across district property. The boundaries and dimensions of the new easement are the same as the existing condemnation easement.
- Tom Myers, Mark Canterbury, and I have met with a representative from ExxonMobil to go over the details of the easement and Tom has reviewed the proposed curative easement on behalf of the district.

- ExxonMobil agreed to include in the curative easement provisions not covered by the condemnation easement, including that Mobil will give the district reasonable advance notice should it be necessary for them to enter our property for any work in the easement, as well as assuming responsibility for damages to existing streets, driveways, and grass.
- ExxonMobil, also at the district's request, has made an offer of compensation to the district for granting this curative easement, the details of which will be discussed with the board in executive session.

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Respectfully submitted,

Bill Stone, Asst. Supt.
Business Operations