

**STATE OF TEXAS**

**COUNTY OF ECTOR**

**AN ORDER OF THE COMMISSIONERS COURT FOR ECTOR COUNTY TEXAS**

**WHEREAS**, Ector County has a current need to obtain ownership of a certain 12.84 acre property known as the Playa Lake property for the expected use as a drainage basin;

**WHEREAS**, the Court finds that obtaining ownership of the above said property will be of a general benefit to Ector County, to the residents of Ector County and to the public;

**THEREFORE**, this Court hereby grants an exemption from the requirements of the County Purchasing Act for the acquisition of land, being the above said property, for Ector County in accordance with the Texas Local Government Code § 262.024(a)(6).

**IT IS SO ORDERED**

Signed and ordered this 28<sup>th</sup> day of March, 2023.

---

COUNTY JUDGE

ATTEST:

---

COUNTY CLERK

STATE OF TEXAS

COUNTY OF ECTOR

INTERLOCAL AGREEMENT  
PERTAINING TO  
PLAYA LAKE PROPERTY AND PLAYGROUND PROPERTY

Ector County, a subdivision of the State of Texas, hereinafter referred to as the "COUNTY," does hereby enter into the following Interlocal Agreement with the Ector County Independent School District, hereinafter referred to as "ECISD," to provide for the conveyances of the Playground Property and Playa Lake Property described herein, pursuant to the following terms and conditions:

I. RECITALS

WHEREAS, Chapter 791 of the Government Code of the State of Texas, authorizes interlocal contracts between two governmental entities; and

WHEREAS, the parties to the Interlocal Agreement are independently authorized to perform the functions or services contemplated by the Agreement; and

WHEREAS, the Agreement is approved by the governing bodies of each participating entity; and

WHEREAS, the Agreement states the purpose, terms, rights, and duties of the contracting parties; and

WHEREAS, in addition to certain consideration stated below, the general benefit to the public shall serve as consideration to both parties.

NOW, THEREFORE, for and in consideration of the mutual premises, covenants, obligations, and benefits in this Agreement, including the above recitals, ECISD and the COUNTY agree as follows:

II. AGREEMENT

2.1 ECISD is the owner of that certain 12.84 acre property known as the Playa Lake Property, as described on Exhibit A, attached hereto.

2.2 The COUNTY is the owner of that certain 10.19 acre property known as the Playground Property, as described on Exhibit B, attached hereto.

2.3 ECISD agrees to convey in fee simple to the County that certain 12.84 acre property known as the Playa Lake Property described on Exhibit A as consideration for receiving from the County the conveyance of the Playground Property described on Exhibit B.

2.4 The COUNTY agrees to convey in fee simple to ECISD that certain 10.19 acre property known as the Playground Property described on Exhibit B as consideration for receiving from ECISD the conveyance of the Playa Lake Property described on Exhibit A.

2.5 ECISD and the COUNTY shall each use its best efforts and cooperate in any replatting as may be necessary to accomplish and complete the purpose and terms of this Agreement.

2.6 The exchange in ownership between ECISD and the COUNTY of the Playa Lake Property and the Playground Property, that will result from the agreed conveyances described above in paragraphs 2.3 and 2.4, is for the mutual benefits of both parties. The ownership of the Playground Property in fee simple will allow ECISD to continue to use the property as a playground facility for Cavazos Elementary School without having to rely on a surface use agreement with the County (as reserved in the Interlocal Agreement Pertaining To Kellus Turner Park referenced below in paragraph 2.7). The ownership of the Playa Lake Property in fee simple will allow the County to proceed with the expected use of the property as a drainage basin.

2.7 As referenced above in paragraph 2.6, ECISD and the COUNTY previously entered into an agreement in the year 2014 which was entitled "Interlocal Agreement Pertaining To Kellus Turner Park" which included a provision regarding the Playground Property in which ECISD reserved a surface use agreement in the Playground Property for the construction, maintenance, and improvement of a playground facility, which included the agreement of both parties that the playground facility would be open for use to all of the public, with ECISD students having priority of use of the playground facility during all school hours. Although the surface use agreement for the playground facility will no longer be necessary because ECISD will own the Playground Property in fee simple, both ECISD and the COUNTY agree that the playground facility on the Playground Property will continue to be open for use to all of the public, with ECISD students having priority of its use during all school hours.

### III. GENERAL PROVISIONS

3.1 No term or provision of this Agreement or act of either party in the performance of this Agreement shall be construed as making a party the agent, servant, or employee of the other party.

3.2 This Agreement is for the benefit of the parties to this Agreement, and no third party shall be used to benefit from said Agreement. Said Agreement shall be unenforceable by any third party.

EXECUTED by the duly authorized representatives of the COUNTY and ECISD on the dates set forth below by their signatures.

"COUNTY"

"ECISD"

By: \_\_\_\_\_

Dustin Fawcett  
County Judge

By: \_\_\_\_\_

Scott Muri  
Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EA:2013\2013-005\2013-005-102(Dwg)(Drafting)Survey\2013-005-102 Boundary Survey.dwg, Layout1

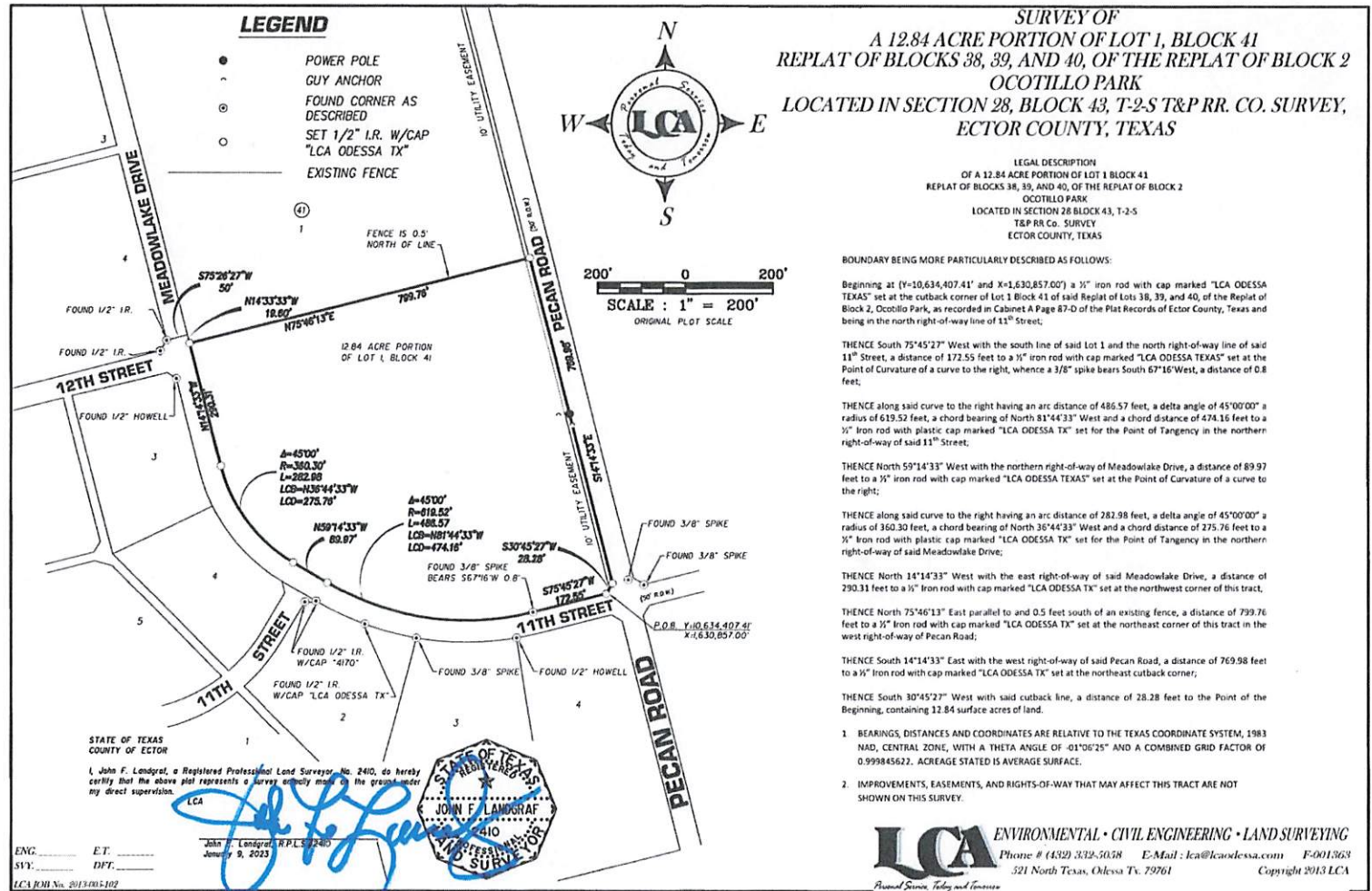
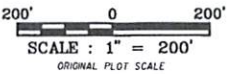
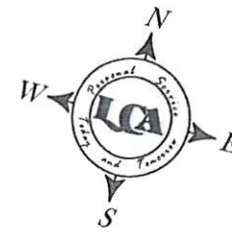
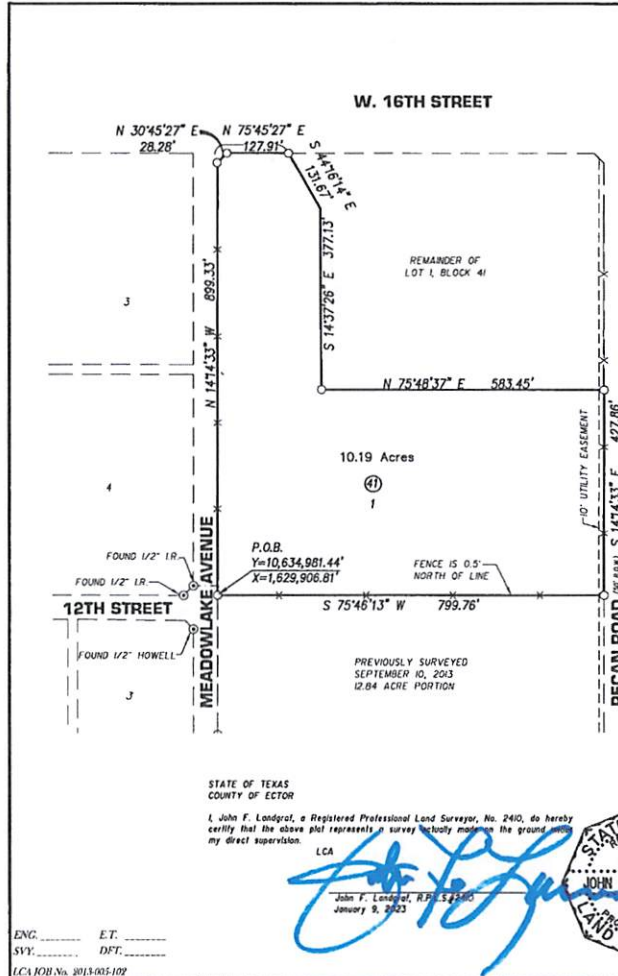


Exhibit-A

E:\2013\2013-005-102\Drawg\Drafting\Survey\2013-005-102 Boundary Survey 10.19 acres.dwg, Layout1

**SURVEY OF**  
**A 10.19 ACRE PORTION OF LOT 1, BLOCK 41**  
**REPLAT OF BLOCKS 38, 39, AND 40, OF THE REPLAT OF BLOCK 2**  
**OCOTILLO PARK**  
**LOCATED IN SECTION 28, BLOCK 43, T-2-S T&P RR. CO. SURVEY,**  
**ECTOR COUNTY, TEXAS**



**LEGEND**

- ⊙ FOUND CORNER AS DESCRIBED
- SET 1/2" I.R. W/CAP "LCA ODESSA TX"
- X— EXISTING FENCE

**LEGAL DESCRIPTION**  
 OF A 10.19 ACRE PORTION OF LOT 1, BLOCK 41,  
 REPLAT OF BLOCKS 38, 39, AND 40, OF THE REPLAT OF BLOCK 2  
 OCOTILLO PARK  
 LOCATED IN SECTION 28 BLOCK 43, T-2-S  
 T&P RR Co. SURVEY,  
 ECTOR COUNTY, TEXAS

**BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Beginning at [Y=10,634,981.44' and X=1,629,908.81'] a 1/2" Iron rod with cap marked "LCA ODESSA TEXAS" found at the northwest corner of a 12.84 acre tract as surveyed by LCA on 10 September 2013 and being in the east right-of-way line of Meadowlake Drive and the west line of said Lot 1, Block 41 of Replat of Lots 38, 39, and 40, of the Replat of Block 2, Ocotillo Park, as recorded in Cabinet A, Page 87-D, of the Plat Records of Ector County, Texas and being the southwest corner of this tract;

THENCE North 14°14'33" West with the west line of said Lot 1 and the east right-of-way line of said Meadowlake Drive, a distance of 899.33 feet to a 1/2" Iron rod with plastic cap marked "LCA ODESSA TX" set at the southwest end of a cutback at the northwest corner of said Lot 1 and being a point of deflection of this tract;

THENCE North 30°45'27" East with said cutback, a distance of 28.28 feet to a 1/2" Iron rod with plastic cap marked "LCA ODESSA TX" set at the northeast end of said cutback and being in the north line of said Lot 1 and a point of deflection of this tract;

THENCE North 75°45'27" East with the north line of said Lot 1, a distance of 127.91 feet to a point in the back of an existing curb being the most northerly northeast corner of this tract;

THENCE South 44°16'14" East with said back of curb, a distance of 131.67 feet to a 1/2" Iron rod with plastic cap marked "LCA ODESSA TX" set for a point of deflection of this tract;

THENCE South 14°37'26" East, a distance of 377.13 feet to a 1/2" Iron rod with plastic cap marked "LCA ODESSA TX" set at an interior ell corner of this tract;

THENCE North 75°48'37" East, a distance of 583.45 feet to a 1/2" Iron rod with plastic cap marked "LCA ODESSA TX" set in the east line of said Lot 1 and in the west right-of-way line of Pecan Road and being the most easterly northeast corner of this tract;

THENCE South 14°14'33" East with the east line of said Lot 1 and the west right-of-way line of said Pecan Road, a distance of 427.86 feet to a 1/2" Iron rod with plastic cap marked "LCA ODESSA TX" found at the northeast corner of said 12.84 acre tract and being the southeast corner of this tract;

THENCE South 75°46'13" West with the north line of said 12.84 acre tract, a distance of 799.76 feet to the Point of the Beginning, containing 10.19 surface acres of land.

1. BEARINGS, DISTANCES AND COORDINATES ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE, WITH A THETA ANGLE OF -01°06'25" AND A COMBINED GRID FACTOR OF 0.999845622. ACREAGE STATED IS AVERAGE SURFACE.

2. IMPROVEMENTS, EASEMENTS, AND RIGHTS-OF-WAY THAT MAY AFFECT THIS TRACT ARE NOT SHOWN ON THIS SURVEY.

STATE OF TEXAS  
 COUNTY OF ECTOR

I, John F. Landgraf, a Registered Professional Land Surveyor, No. 2410, do hereby certify that the above plot represents a survey truthfully made in the ground, under my direct supervision.



ENG. \_\_\_\_\_ E.T. \_\_\_\_\_  
 SVY. \_\_\_\_\_ DFT. \_\_\_\_\_  
 LCA JOB No. 2013-005-102

**LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING**  
 Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com F-001363 F-10034300  
 521 North Texas, Odessa Tx. 79761 Copyright 2014 LCA

**Exhibit-B**