

NAVARRO INDEPENDENT SCHOOL DISTRICT

Subject: GVEC Right of Way Easement Agreement for Intermediate Portable Building

Date: April 28, 2025

Administrator Responsible/Position: Robby Castillo/ Director of Operations

A. Purpose of Agenda Item:

☐ Information Only

☒ Action Needed

☐ Receive Input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Priority, Goal, or Need Addressed:

☐ Strategic Plan

☐ District/Campus
Improvement
Plan

☒ Other

Priorities

☐ **Priority 1:** Recruiting, Hiring, Coaching, and Retaining High Quality Teachers and Staff to Support Student Outcomes.

☐ **Priority 2:** Maximizing Academic Performance.

☐ **Priority 3:** Maximizing Co-Curricular and Extra-Curricular Opportunities, Performance, and Engagement.

☒ **Priority 4:** Planning, Preparing, and Maintaining Facilities and Environments for Learning.

☐ **Priority 5:** Obtaining and Maintaining Top Rated District Recognition

Board Goals for 2023-2028

☐ **Goal 1*:** The percent of 3rd grade students that score meets grade level or above on STAAR Reading will increase from 49% to 60% by June 2024, 65% for 2024-2025, 70% for 2025-2026, 75% for 2026-2027, 80% for 2027-2028. **(HB3 Required Goal)**

☐ **Goal 2*:** Increased overall student performance in mathematics to 85% Meets Standard by 2028. The percent of 3rd grade students that score meets grade level or above on STAAR Math will increase from 53% to 65% by June 2024, 70% for 2024-2025, 75% for 2025-2026, 80% for 2026-2027, 85% for 2027-2028. **(HB3 Required Goal)**

☐ **Goal 3*:** The percentage of graduates that meet the criteria for CCMR will increase from 72% to 88% by August 2024 and increase to 95% by 2028. **(HB3 Required Goal)**

D.

Summary: Approval of Right of Way Easement agreement between GVEC and Navarro ISD

Background Information: As part of our Master Plan, a portable building is needed for additional classrooms at the Intermediate campus which was board approved at the November 18th, 2024 board meeting.

In order for Guadalupe Valley Electric Cooperative (GVEC) to set electric poles to the site where the new portables will be located, GVEC is needing an easement agreement from Navarro ISD.

E. Comments Received:

☐ LT

☐ DEIC

☒ Other

All agenda items are reviewed by the Superintendent's Leadership Team.

F.

**Administrative
Recommendation:**

**To approve the GVEC Right of Way Easement
Agreement for the Intermediate campus's new
portable building.**

G. Fiscal Impact and Cost: \$32,764.46

Amount:

☒ Budget

☐ Grant/Special
Funds

☐ Other

☐ Bond

H. Exhibits: GVEC Right of Way Easement Agreement document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

RIGHT OF WAY EASEMENT

**THE STATE OF TEXAS,
COUNTY OF GUADALUPE**

That the Undersigned, NAVARRO ISD (hereinafter referred to as Grantor) for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter referred to as GVEC), a cooperative corporation, whose post office address is P.O. Box 118, Gonzales, Texas 78629, and to its successors or assigns, an easement for the purpose of erection, construction, reconstruction, upgrade, replacement, removal, maintenance and use of one or more electric distribution lines, fiber optic and other communications equipment, (collectively "Facilities") for the transmission of electricity and communications upon and over the lands of the undersigned, and more particularly described as follows: Being a tract of 16.00 acres of land, more or less, out of the A M ESNAURIZAR Survey, Abstract 20, identified as parcel number 141895, being the same land described in that certain deed from EILEEN EWALDI to NAVARRO ISD, dated JANUARY 12_, 2011, of record in VOL: 2974 PG: 470 of the Official Public Records of GUADALUPE County, Texas.

GVEC shall have all rights necessary for the full use herein granted, including, but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over Grantor's adjacent lands to and from said right-of-way for the purpose of constructing said Facilities, including the installation of a variable number of guy wires, anchors, and appurtenances as needed, improving, reconstructing, upgrading, repairing, rephasing, inspecting, patrolling, installing, said Facilities on Grantor's land described above, operating, maintaining, providing adequate clearances and removing said Facilities, over, under, and upon said land; and the right to remove, trim, cut down or chemically treat with herbicides, any or all trees, brush, shrubbery or other obstructions within 15 feet of said Facilities which may endanger, interfere or impair the efficiency, safety or convenient operation of said Facilities and their appurtenances, including the removal of any dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling even if same are located outside of the Easement Area. Grantor shall not construct any structure or improvement, nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances in or on the Easement Area that may in the Grantee's opinion constitute a hazard to the safe and reliable operation of the lines and appurtenances installed in the Easement Area; or in any manner as to conflict with the National Electric Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and this restriction shall be a covenant running with the land. Such prohibited construction within the easement shall include but not be limited to new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade. If, in the future, the Cooperative loses part of this Easement due to a road widening or any other circumstance, the Grantor will convey to the Cooperative additional Easement Area so that the Cooperative can continue operating its Facilities.

This document may be executed in multiple counterparts, and each counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. The signature pages for one counterpart may also be removed and attached to a single counterpart to avoid page duplication.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

This easement runs with the land, is assignable in whole or in part, and inures to the benefit of the parties and their respective successors and assigns.

The undersigned warrant that they are the owners of the above described lands.

Dated this _____ day of _____, 20____

Signature of Grantor or Authorized Signatory

**THE STATE OF TEXAS,
COUNTY OF _____**

This instrument was acknowledged before me on this the _____ day of _____, 20____
by _____ as _____
of **NAVARRO ISD**. (Grantor or Authorized Signatory)

I. Action: “I move to approve/disapprove/postpone”

I move to approve the GVEC Right of Way Easement Agreement for the Intermediate campus’s new portable building.

Motion by: _____ second by: _____

FOR: J. Frederick, D. Gilliam, L. Gosch, D. Reinhard, M. Sartain, C. Scheib, B. Stephenson

AGAINST: J. Frederick, D. Gilliam, L. Gosch, D. Reinhard, M. Sartain, C. Scheib, B. Stephenson

ABSTAIN: J. Frederick, D. Gilliam, L. Gosch, D. Reinhard, M. Sartain, C. Scheib, B. Stephenson

MOTION CARRIED/DENIED/POSTPONED