

Michael D. Millard

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November 12, 2024

Mr. Wesley Brooks
Midway Independent School District
13885 Woodway Drive
Waco, TX 76712-7621

RE: Memorandum of Agreement
Speegleville Road Improvements Project
Project - City of Waco - Speegleville Road Improvements Project

Project Property Name: P-17A - MISD
Property Owner: Midway Independent School District
Property Street Address: 4750 Speegleville Road
Appraisal District Property Tax ID #: 350923

Dear Mr. Brooks:

This is to confirm the willingness of the Midway Independent School District to sign the City of Waco's "PERMANENT UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT" document regarding the referenced property, which is for a **0.025 Acre** permanent utility easement and a **0.188 Acre** temporary construction easement, that has been previously forwarded to you for review, and the following provisions that you, as the Property Owner or representative of the Property Owner, and the City of Waco have agreed to:

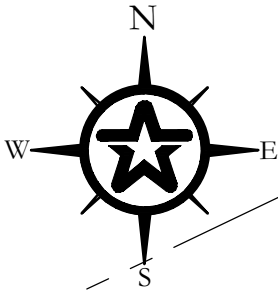
1. Once the easement has been acquired, and the Property Owner has received all due compensation, the Property Owner hereby gives the City of Waco, and/or its Contractor(s), permission to access the property by way of the easement area(s).
2. 7 days prior to the City of Waco's Contractor(s) starting the project's initial construction work on the property, the City of Waco, or its Contractor(s), shall notify the Property Owner.
3. The City of Waco, without any cost to the Property Owner, will pay the cost of recording all instruments/documents pertaining to this transaction, along with any other typical closing cost expenses that may be incurred, except for payment of lien debt of the Property Owner. If the City of Waco elects to obtain a title policy for the property rights that it is obtaining, it will do so at its own expense. If applicable, the Property Owner will cooperate in curing any title issues, obtaining any releases of lien(s)/judgement(s) and/or obtaining any lienholder's consent(s), but does not commit to expenditure of any money to do so unless such is for payment of a portion of a lien/judgement debt out of the proceeds of this transaction. If a Lienholder(s) may require any part of the monetary compensation to be received by the Property Owner be paid to the Lienholder(s) by the Property Owner as it may relate to any applicable lien/judgement debt so that any applicable releases of lien(s)/judgements(s) and/or any lienholder's consent(s) can be obtained, such amount shall either be 1.) deducted from the amount to be paid to the Property Owner and be paid directly to the Lienholder by the City of Waco, or 2.) paid directly to the Lienholder by the Property Owner as may be

required. If any part of the property is leased, the Property Owner will assist with getting any applicable lease release document(s) signed.

4. Upon completion of any construction work within the easement area(s), the City of Waco, or its Contractor(s), shall repair, replace or return the surface area(s) of the easement area(s) back to a substantially equivalent condition to that which existed prior to the construction work being initiated, however, this will not apply to any trees that may be located within the easement area(s).
5. If applicable, any property improvements, such as fencing, drive areas, etc., or the surface area(s) of the easement area(s) that may be affected by the project's construction work or the future use of the easement area(s) shall be repaired, replaced and/or relocated by the City of Waco, and/or its Contractor(s).
6. From time to time, the City of Waco may need to enter the permanent easement area in order to complete normal inspections or maintenance/service work. When this may occur, the City of Waco, or its Contractor(s), will attempt to notify the Property Owner when reasonably possible to do so.
7. The Property Owner acknowledges that it has received a copy of "The State of Texas Landowner's Bill of Rights", "Notice Concerning Easements and Rights-of-Way", "Texas Real Estate Commission Information About Brokerage Services" and "Texas Real Estate Commission Consumer Protection Notice".
8. The Property Owner acknowledges that any applicable compensation being received from the City of Waco, whether it may be monetary compensation, "like-kind" compensation, or any other conditions or items of value noted herein, is considered to be the full compensation paid for the value of any property interests/rights and/or any applicable improvements acquired, if any, and for any applicable effects/damages that may be caused to the remainder property.
9. This Memorandum of Agreement and the noted total compensation are subject to approval by the City of Waco. If this Memorandum of Agreement and the noted total compensation are not approved by the City of Waco, it may be terminated by the City of Waco. If any applicable title issues cannot be cured, this transaction and Memorandum of Agreement may be terminated at the sole discretion of the City of Waco. If any applicable "Lienholder Release Document" and/or "Lienholder Consent Document" cannot be obtained, this transaction and Memorandum of Agreement may be terminated at the sole discretion of the City of Waco.
10. The City of Waco, or its successors, shall adhere to all provisions and conditions of the easement document.
11. If this document is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement. Electronic signature or scanned PDF signature will be considered of equal standing to an original signature.

The payment of the amount herein stated, and the terms listed above constitute the only promises, consideration, and conditions for the acquisition of the easements shown in the attached Walker Partners' Survey Drawing, and no other promises, consideration, or conditions have been signified or implied.

EXHIBIT "B"



LOT 2, BLOCK 1
THIELE ADDITION
M.C.C.D. 2008023145
O.P.R.M.C.T.

LOT 3, BLOCK 1
THIELE ADDITION
M.C.C.D. 2008023145
O.P.R.M.C.T.
(N 52°36'21" W 301.21')
(N 52°34'19" W 301.21')

LOT 1, BLOCK 1
THIELE ADDITION
M.C.C.D. 2008023145
O.P.R.M.C.T.

MIDWAY ISD
M.C.C.D. 2008023845
O.P.R.M.C.T.

SPEEGLEVILLE ROAD
(VARIABLE WIDTH)

- M.C.C.D. = McLENNAN COUNTY CLERK'S DOCUMENT
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS McLENNAN COUNTY, TEXAS
- () = RECORD CALLS
- = 1/2" IRON ROD WITH CAP STAMPED "RPLS 3879" FOUND
- = 1/2" IRON ROD WITH CAP STAMPED "WALKER PARTNERS" SET
- P.O.C. = FIELD NOTE POINT OF COMMENCEMENT
- P.O.B. = FIELD NOTE POINT OF BEGINNING

ELIZABETH A. TRACY
M.C.C.D. 2005000276
O.P.R.M.C.T.
CALLED 3.5 ACRES
DESCRIBED BY METES AND
BOUNDS IN VOLUME 943,
PAGE 62 D.R.M.C.T.

GRID COORDINATES
N: 10520811.97
E: 3242252.93

0.025 ACRE
UTILITY
EASEMENT

0.188 ACRE
TEMPORARY
CONSTRUCTION
EASEMENT

40' PERMANENT RIGHT-OF-WAY
EASEMENT FOR ROAD AND
HIGHWAY PURPOSES
M.C.C.D. 2019006621
O.P.R.M.C.T.

20' UTILITY EASEMENT
M.C.C.D. 2008023145
O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	N 72°47'33" E	4.77'
L2	N 65°38'55" W	22.53'
L3	N 54°23'55" W	14.07'
L4	N 09°23'55" W	44.21'
L5	S 52°34'19" E	24.62'
L6	S 80°36'05" W	23.97'
L7	N 30°27'44" W	73.43'
L8	S 61°23'53" W	26.12'
L9	N 30°01'49" W	6.02'
L10	N 09°23'55" W	166.61'
L11	S 52°34'19" E	29.96'

CURVE	DELTA ANGLE	RADIUS	ARC	CHORD BEARING	CHORD LENGTH
C1	1°25'53"	1996.86'	49.88'	S 17°35'59" E	49.88'
C2	4°12'00"	1996.86'	146.38'	S 20°24'56" E	146.34'

SURVEYOR'S NOTES:

SURVEY DATE: OCTOBER 17, 2022

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED: 0.025 ACRE UTILITY EASEMENT LOCATED IN LOT 1, BLOCK 1, THIELE ADDITION TO THE CITY OF WACO, McLENNAN COUNTY, TEXAS

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

THIS TRACT WILL BE MONUMENTED UPON ACCEPTANCE AND CONVEYANCE.

0.025 ACRE UTILITY EASEMENT
0.188 ACRE TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN LOT 1, BLOCK 1, THIELE ADDITION TO THE CITY OF WACO, McLENNAN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN McLENNAN COUNTY CLERK'S DOCUMENT 2008023145 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

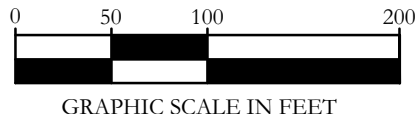


Dana B. Spigener
PREPARED: SEPTEMBER 13, 2024

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823 Washington Ave. • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



GRAPHIC SCALE IN FEET

REVISIONS

PLAT NO. A1-2415 DRAFT DATE 9-13-2024 FB/Pg _____
 PROJ. NO. 1-03609.01 TAB NO. 8.5X11 FIELD NOTE NO. 62
 DWG. NAME 1-03609.01ESMT_MIDWAY_0.025 AC DRAWN BY DBS