



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY

This Agreement for The Conveyance of Real Property (“Agreement”) is made by and between the City of Marble Falls, Texas (“City”) and Marble Falls Independent School District (“District”), on the terms and conditions hereinafter set forth.

WITNESSTH:

WHEREAS, the City currently owns and operates a 500,000 gallon elevated storage tank located at 2101 Mustang Drive, Marble Falls, Texas on land owned by the District; and

WHEREAS, the City seeks to purchase the approximate 1.5 acre parcel of land from the District (the “District Property”) containing the 500,000 gallon elevated storage tank to allow the City to expand the water storage capabilities and facilities (“Tank Improvements”) that service both Colt Elementary School and the Marble Falls High School as well as the Northeast Marble Falls area; and

WHEREAS, the City is only able to complete the water storage expansion project if it obtains the District Property, more specifically described in Exhibit “A-1”, attached hereto and incorporated herein and obtains an Access Easement from the District over a separate .015 acres tract (the “Easement”) more specifically described in Exhibit “A-2” and incorporated herein (collectively the “Easement Property”); and

WHEREAS, the District has determined that the District Property is not required for the current needs of the District for educational purposes and the expansion of the water storage capability by the City is essential to providing access to utilities for the District’s school facilities and therefore promotes the educational goals and purposes of the District; and

WHEREAS, the District and the City have worked in partnership to have the necessary land and ability to provide utilities to citizens of the City as well as students of the District and to achieve the public purposes of both public entities.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the recitals set forth above, which are incorporated herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conveyance and Survey.

(a) **Conveyance.** The District agrees to convey to the City and the City agrees to accept from the District, fee title to the District Property described in Exhibit “A-1” and an access easement over the Easement Property described in Exhibit “A-2” (referred to collectively as the “Properties”) for the expansion of the Tank Improvements.

(b) **Survey.** The City at the City’s expense has caused a survey of the Property to be made, which metes and bounds descriptions are contained in Exhibit “A-1” and Exhibit “A-2”

attached hereto. The survey is hereby approved by City and District for all purposes, including but not limited to the sufficiency of legal description of the metes and bounds description.

2. **Earnest and Purchase Money; Consideration.** No earnest money shall be required to be deposited by City. The City shall pay the purchase price of **Two Hundred and Twenty-Eight Thousand and No/100s (\$228,000.00) (“Purchase Price”)**. Each party shall bear its own costs to consummate this transaction; however, the City agrees to pay all title insurance and any survey costs.

3. **Special Warranty Deed and Access Easement.** At Closing on the Property, or any portion thereof, District will convey the property described in Exhibit “A-1” to the City by a special warranty deed (“Deed”) in the applicable form attached hereto as Exhibit “B-1” and the City will take title subject to the terms thereof. At Closing on the Easements, or any portion thereof, District will convey an access easement (“Easement”) to the City in the applicable form attached hereto as Exhibit “B-2” and the City will take the Easements subject to the terms therein defined.

4. **Title Matters; Title Insurance.**

(a) Within 10 days after the Effective Date, City, at the City’s expense, will request Highland Lakes Title Company (“Title Company”) to issue a title commitments (“Commitments”) for a Policy of Title Insurance insuring fee simple title to the property described in Exhibit “A-1. The City shall require the Title Company to provide a copy of the Commitments to the District. The City will have 30 days after the receipt of the last of the following (1) the Commitments, or (2) legible copies of all documents referenced in the Commitments to review title matters and notify the District of any objections the City may have to the title matters affecting the Property. In the event District is unable or unwilling to cure the title objections by the Closing Date (hereinafter described), the District will promptly notify the City, and the City will have the right to require the District to (1) terminate this Agreement, or (2) waive the title objections and close on the Property. The election to terminate is at the City’s sole discretion. Title matters which are waived by the City, or which are not timely objected to will constitute “Permitted Exceptions” to title.

(b) In the event the Title Commitments are at any time revised prior to Closing, or in the event the City otherwise learns of title matters affecting all or any portion of the Property, the City will have the same right to make title objections to such matters not previously shown on the Title Commitments or known to the City, and to waive such objections or terminate the Agreement in whole or in part as provided above.

5. **Condition of the Property until Closing; “As Is” Condition.**

(a) **Maintenance and Operation.** From the time the District executes this Agreement until the Closing, District will (a) maintain the Property covered by this Agreement as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; (c) not convey the Property or any interest therein without the prior written consent of the District, and (d) comply with all governmental regulations affecting the Property.

(b) Claims and Hearings. District will notify the City promptly if the District learns of any claim, litigation, proceeding or administrative hearing that is threatened, filed, or initiated before Closing that affects all or any portion of the Property.

(c) “As Is” Condition: Disclaimer of Warranties and Representations.

THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES AND REFLECTS THE AGREEMENT OF THE PARTIES. THE DISTRICT HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, EXCEPT FOR THE WARRANTIES OF TITLE STATED IN THE DEED AND THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

AT CLOSING, THE PROPERTY WILL BE CONVEYED BY THE DISTRICT “AS IS, WHERE IS,” SUBJECT TO THE TERMS OF THIS AGREEMENT AND APPLICABLE LAW.

6. Representations and Warranties.

(a) The District represents to the City with regard to Property covered by this Agreement, that to District’s current actual knowledge, the following matters are true and correct on the Effective Date of this Agreement, and will be true and correct on the date of Closing (as that term is hereafter defined):

1. *Good Title.* District is the only owner of the Property and has good fee simple title to the Property.

2. *Litigation.* There is no litigation pending or threatened that would affect the Property or the District’s ability to perform its obligations under this Agreement.

3. *Violation of Laws.* District has not received any notice of violation of any law, ordinance, regulation, or requirements affecting the Property.

4. *No Other Obligation to Sell or Restriction against Sale.* District has not obligated itself to sell all or any portion of the Property covered by this Agreement to any other person and District’s performance of this Agreement will not cause a breach of any other agreement or obligation to which the Property District is a party.

5. *No Adverse Matters.* To the best of District’s knowledge, no adverse claims have been asserted against the Property, and there are no unpaid sums due to any person for work or repairs performed on the Property.

6. *No Environmental Contamination.* The District has not caused, and is not aware of, any environmental contamination of the Property.

7. *Taxes.* The Property is not subject to an agricultural use exemption and the conveyance of the Property pursuant to this Agreement will not give rise to rollback taxes being assessed or owed.

8. *Authority.* This Agreement has been duly authorized and approved by all required action of the District, and it is a binding obligation of the District, and that the person signing this Agreement on behalf of the District is authorized to do so.

These representations shall survive Closing.

(b) The District shall notify the City in the event that it learns that any of the above matters are no longer true or correct with regard to the Property covered by this Agreement. In the event that any of the matters is no longer true or correct with regard to the Property that the City is acquiring, the City shall have the right to (i) terminate this Agreement; or (ii) to complete the sale and to accept the Property subject to the changed condition of which it has received notice.

7. **Attorney's Fees.** In the event any litigation arises out of this Agreement between the parties hereto, or between the District and the City, each party will be responsible for its own attorneys' fees, expenses and costs of court expended or incurred in connection with such litigation. With regard to attorney's fees, reference is expressly made to Section 271.159 of the Texas Local Government Code. Venue for any action brought in connection with this Agreement shall be in courts of competent jurisdiction in Burnet County, Texas.

This provision shall survive Closing.

8. **Closing Date and Matters.** The closing of the sale ("Closing") shall be held at the office of the Title Company no later than 6:00 pm 60 days after the Effective Date of this Agreement, unless the District and the City mutually agree in writing to a different time period for closing.

(a) At Closing, the District shall:

- (1) execute and deliver the Deed to the City, and deliver possession of the Property to the City;
- (2) execute any other documents required by the Title Company or the City to issue a policy of title insurance or to evidence and/or carry out the terms of this Agreement; and
- (3) pay any amounts required to be paid by the District under the terms of this Agreement.

(b) At Closing, the City shall:

- (1) accept the conveyance documents, provided that they comply with the terms of this Agreement;

(2) execute any documents required by the Title Company or the District to evidence and/or carry out the terms of this Agreement; and

(3) pay the Purchase Price and any amounts required to be paid by the City under the terms of this Agreement.

9. **Taxes.** District shall be responsible for paying all pending and delinquent taxes and assessments, if any, on the Property covered by this Agreement, on or before the date of Closing, and shall pay at Closing all 2024 taxes and assessments due on the Property covered by this Agreement, if any, prorated and calculated to the date of Closing. Title Company shall obtain a determination of the 2024 taxes due as of the date of Closing in accordance with Section 26.11 of the Texas Tax Code.

10. **Entire Agreement.** This Agreement, including Exhibits, constitutes the entire agreement of the parties hereto as to the subject matter hereof and shall supersede any and all prior agreements and understandings of the parties hereto, whether oral or written. This Agreement can be amended or modified only by written agreement executed by District and the City.

11. **Binding.** This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the personal representatives, successors, and assigns of each of the parties hereto

12. **Notice.** Any notice or other communication (collectively, "Notice") provided for or permitted by this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served by (i) depositing the same in the United States mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested; (ii) by delivering the same to such party, or (iii) by sending a facsimile transmission. Notices shall be addressed to the party to be notified as provided herein. Notice deposited in the mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

13. **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

14. **Counterparts and Faxes.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. However, each party agrees to promptly deliver to the other parties an original, duly executed counterpart of this Agreement.

15. **Business Days.** In the event that any date or any period provided for in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are

generally closed in the State of Texas and any holiday observed by the District or City on which its administrative offices are closed for business.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Exhibits. All exhibits referred to herein are incorporated herein and made a part of this Agreement. It is expressly understood that if any exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated hereby prior to or at the time of execution and delivery thereof.

18. The City's Right to Terminate. Any provision in this Agreement to the contrary notwithstanding, the City has the following termination rights.

(a) The City has the right to terminate this Agreement at any time prior to Closing, if the City determines the Property or any portion thereof, is unsuitable for the Tank Improvements. The City shall have the right to terminate this Agreement in whole or in part in the same manner as provided in Section 4(a) of this Agreement.

(b) The City's obligation to acquire the Property is contingent on the approval of the acquisition of the Property by the City Council of Marble Falls prior to Closing. In the event such approval is not obtained prior to Closing, this Agreement shall terminate.

19. The District's Right to Terminate. Any provision in this Agreement to the contrary notwithstanding, the District may terminate this Agreement due to City's default. The District sale of the Property is contingent on the approval of the sale of the Property by the Board of Trustees of the Marble Falls Independent School District prior to Closing. In the event such approval is not obtained prior to Closing, this Agreement shall terminate.

20. Duties after Termination. If this Agreement is terminated, City will promptly return to City all documents relating to the Property that District has delivered to City and all copies that City has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Agreement, except for those obligations that cannot be or were not performed before termination of this Agreement.

21. Survival.

Any provision of this Agreement which states that it survives closing or termination, and any provision of this Agreement which is performable after closing or termination, or which may be performed after closing or termination, shall survive closing or termination, as applicable.

Executed on the dates set forth below, to be effective as the date of the last party to sign this Agreement ("Effective Date").

List of Exhibits:

- Exhibit "A-1" - Property Description of Tank Site Property
- Exhibit "A-2" - Property Description of Easement Property
- Exhibit "A-3" - Survey and Depiction of Property
- Exhibit "B-1" - Special Warranty Deed
- Exhibit "B-2" - Access Easement

DISTRICT:

Marble Falls Independent School District

By: _____

Kevin Naumann

President of the Board of Trustees

Date: _____

CITY:

The City of Marble Falls, Texas

By: _____

Dave Rhodes, Mayor

Date: _____

ATTEST:

Christina McDonald, City Secretary

EXHIBIT "A-1"
Legal Description for Tank Site Property

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: City of Marble Falls
Project No. 23247
Date: 07/17/2023

BEING 1.500 ACRES SITUATED IN THE CHARLES D. BALL SURVEY NO. 25, ABSTRACT NO. 126, BURNET COUNTY, TEXAS, BEING OUT OF THE REMNANT OF A CALLED 80.00 ACRE TRACT DESCRIBED IN A DOCUMENT TO MARBLE FALLS INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 353, PAGE 904 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 1.500 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin set with "CUPLIN" property cap along the westerly right-of-way line of Manzano Mile, having a variable width right-of-way, described in Document No. 200901786 of the Official Public Records of Burnet County, Texas, the easterly line of said 80.00 acre tract, and at the most southerly corner hereof, **WHENCE** a 1/2" iron pin found bears South 28°15'31" West, a distance of 281.38' for reference;

THENCE over and across said 80.00 acre tract and the outbounds hereof, the following three (3) courses and distances:

- 1) North 61°44'29" West, a distance of 180.16' to a 1/2" iron pin set with "CUPLIN" property cap;
- 2) North 28°15'31" East, a distance of 411.56' to a 1/2" iron pin set with "CUPLIN" property cap generally in a chain link fence line;
- 3) South 33°26'04" East along said chain link fence line, a distance of 204.63' to a 1/2" iron pin set with "CUPLIN" property cap along the westerly right-of-way line of said Manzano Mile, the easterly line of said 80.00 acre tract, and at the most easterly corner hereof, **WHENCE** a calculated point in power pole bears North 28°15'31" East, a distance of 17.55', from said calculated point a 1/2" iron pin found bears North 18°03'56" East, a distance of 56.48' for reference;

THENCE South 28°15'31" West, a distance of 314.53' to the **POINT OF BEGINNING**, containing 1.500 acres, more or less.

I HEREBY CERTIFY EXCLUSIVELY TO THE CITY OF MARBLE FALLS THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2023, CUPLIN & ASSOCIATES, INC. © BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.


K.C. LUST
Registered Professional Land Surveyor No. 5273

Dated: 07/17/2023

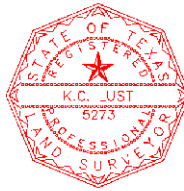


EXHIBIT "A-2"
Legal Description Easement Property

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: The City of Marble Falls
Project No.: 23247
Date: 07/17/2023

BEING 0.105 OF AN ACRE, ACCESS EASEMENT SITUATED IN THE CHARLES D. BALL SURVEY NO. 25, ABSTRACT NO. 126, BURNET COUNTY, TEXAS, BEING OUT OF THE REMNANT OF A CALLED 80.00 ACRE TRACT DESCRIBED IN A DOCUMENT TO MARBLE FALLS INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 353, PAGE 904 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.105 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin set with "CUPLIN" property cap along the westerly right-of-way line of Manzano Mile, having a variable width right-of-way, described in Document No. 200901786 of the Official Public Records of Burnet County, Texas, the easterly line of said 80.00 acre tract, and at the most southerly corner of a 1.500 acre tract surveyed on this date and being out of said 80.00 tract, **WHENCE** a 1/2" iron pin found bears South 28°15'31" West, a distance of 281.38' for reference;

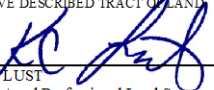
THENCE South 28°15'31" West, along said westerly right-of-way line of Manzano Mile and the easterly line of said 80.00 acre tract, and hereof, a distance of 57.00' to a calculated point for the southeasterly corner hereof;

THENCE over and across said 80.00 acre tract, and along the outbounds hereof, the following two (2) courses and distances

- 1) North 61°44'29" West, a distance of 80.00' to a calculated point for the southwesterly corner hereof;
- 2) North 28°15'31" East, a distance of 57.00' to a calculated point for the northwesterly corner hereof, and also the southwesterly line of the 1.50 acres; also being a northeasterly line of said 80.00 acres;

THENCE South 28°15'31" East, along said southwesterly line of 1.500 acre tract and an northeasterly line of said 80.00 acres hereof, a distance of 80.00' to the **POINT OF BEGINNING**, containing 0.105 of an acre, more or less.

I HEREBY CERTIFY EXCLUSIVELY TO THE CITY OF MARBLE FALLS THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2023, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.


K.C. LUST
Registered Professional Land Surveyor No. 5273

Dated: 07/17/2023

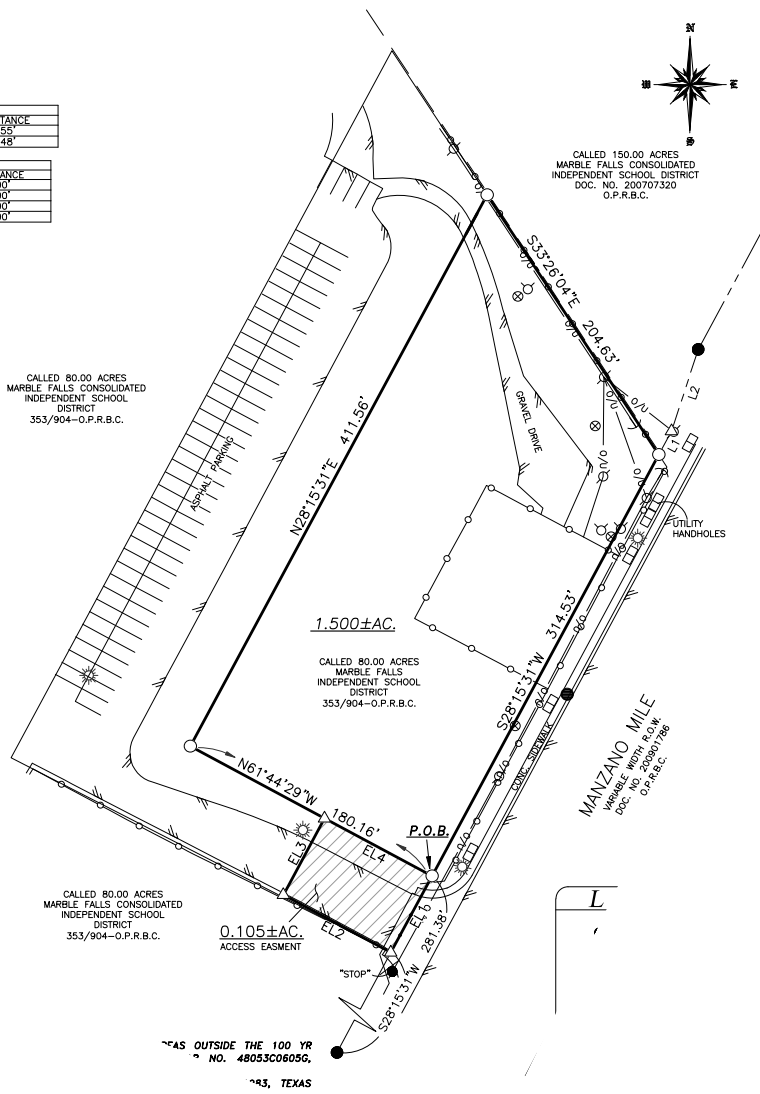


Exhibit "A-3" Survey and Depiction of Property



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°15'31"E	17.52'
L2	N18°03'56"E	56.48'

LINE TABLE		
LINE	BEARING	DISTANCE
EL1	S28°15'31"W	57.00'
EL2	N61°44'29"W	80.00'
EL3	N28°15'31"E	57.00'
EL4	S61°44'29"E	80.00'



**EXHIBIT “B-1”
Special Warranty Deed**

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

Date: _____, 2024

Grantor: Board of Trustees of the Marble Falls Independent School District

Grantor’s Mailing Address:

1800 Colt Circle
Marble Falls, Texas 78654

Grantee: City of Marble Falls, Texas

Grantee’s Mailing Address:

800 3rd Street
Marble Falls, Texas 78654

Consideration: For Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged and for which no lien, express or implied is retained.

Property (including improvements): The real property described in Exhibit “A” and as depicted in Exhibit “A-1” attached hereto and incorporated herein (the “Property”).

Reservations from Conveyance: *[INSERT RESERVATIONS]*

Exceptions to Conveyance and Warranty: *[INSERT PERMITTED EXCEPTIONS]*

Grantor, for the Consideration described herein and subject to any and all validly existing encumbrances, conditions and restrictions, related to the hereinabove described property as now reflected by the records of the County Clerk of Burnet County, Texas, has this day, GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY, unto the City of Marble Falls, Texas herein referred to as “Grantee” all of the following described property together with all and singular the rights and appurtenances thereto in any way belonging to said Property, in Burnet County, Texas, to wit:

TO HAVE AND TO HOLD the above described Property, together with all and singular rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said real property unto the said Grantee, Grantee's heirs, executors, successors, and/or assigns, against every person whomsoever claiming on or to claim the same or any part thereof.

Grantor hereby binds itself, its heirs, representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** title to the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 2024.

GRANTOR:

Marble Falls Independent School District

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF BURNET §

§

BEFORE ME, a Notary Public, on this day personally appeared KEVIN NAUMANN known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he was authorized to execute such instrument; and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

This instrument was acknowledged before me on the _____ day of _____, 2024.

Notary Public, State of Texas

AGREED TO BY GRANTEE: City of Marble Falls, Texas

By: _____
Dave Rhodes, Mayor

ATTEST:

By: _____
Christina McDonald, City Secretary

AFTER RECORDING RETURN TO:

City of Marble Falls
800 3rd Street
Marble Falls, Texas 78654

Exhibits:

Exhibit A - Legal Description

Exhibit "A" to "B-1"
Legal Description

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: City of Marble Falls
Project No. 23247
Date: 07/17/2023

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- 2) North 28°15'31" East, a distance of 411.56' to a 1/2" iron pin set with "CUPLIN" property cap generally in a chain link fence line;
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K.C. LUST
Registered Professional Land Surveyor No. 5273

Dated: 07/17/2023

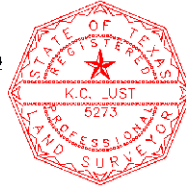


EXHIBIT "B-2"

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

ACCESS EASEMENT

Date: _____, 2024

Grantor: Marble Falls Independent School District

Grantor's Mailing Address:

1800 Colt Circle
Marble Falls, Texas 78654

Grantee: City of Marble Falls, Texas

Grantee's Mailing Address:

800 3rd Street
Marble Falls, Texas 78654

Consideration: For Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged and for which no lien, express or implied is retained.

1. For the good and valuable Consideration described above, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for ingress and egress on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain .105 acre tract, piece or parcel of land lying and being situated in the County of Burnet, State of Texas, being more particularly described by metes and bounds in **Exhibit "A"** and by diagram in **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement, with its rights and privileges, shall be used only for the purpose of ingress and egress across the Property from Grantee's property, described and depicted as the adjacent 1.50 acre parcel in **Exhibit "B"** attached hereto and by this reference incorporated herein ("Grantee Property"). The Easement additionally includes the following rights: (1) the right to construct, install, maintain, operate, enlarge, replace, relocate, and remove driveways, curbs, gutters, sidewalks, signs, gates, and landscaping (the "Facilities") within

the Property; and (2) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities or the purposes of the Easement.

3. The duration of the Easement is perpetual.
4. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.
5. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
6. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
7. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 2024.

GRANTOR:

Marble Falls Independent School District

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**

Name: _____

Title: _____

THE STATE OF TEXAS
COUNTY OF BURNET

§
§
§

BEFORE ME, a Notary Public, on this day personally appeared KEVIN NAUMANN known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he was authorized to execute such instrument; and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

This instrument was acknowledged before me on the ____ day of _____, 2024.

Notary Public, State of Texas

AGREED TO BY GRANTEE: City of Marble Falls, Texas

By: _____
Dave Rhodes, Mayor

ATTEST:

By: _____
Christina McDonald, City Secretary

AFTER RECORDING RETURN TO:

City of Marble Falls
800 3rd Street
Marble Falls, Texas 78654

Exhibits to Easement:

Exhibit "A" - Legal Description of Easement
Exhibit "B" - Survey and Depiction of Easement

Exhibit "A"
Legal Description of Easement

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: The City of Marble Falls
Project No.: 23247
Date: 07/17/2023

BEING 0.105 OF AN ACRE, ACCESS EASEMENT SITUATED IN THE CHARLES D. BALL SURVEY NO. 25, ABSTRACT NO. 126, BURNET COUNTY, TEXAS, BEING OUT OF THE REMNANT OF A CALLED 80.00 ACRE TRACT DESCRIBED IN A DOCUMENT TO MARBLE FALLS INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 353, PAGE 904 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.105 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin set with "CUPLIN" property cap along the westerly right-of-way line of Manzano Mile, having a variable width right-of-way, described in Document No. 200901786 of the Official Public Records of Burnet County, Texas, the easterly line of said 80.00 acre tract, and at the most southerly corner of a 1.500 acre tract surveyed on this date and being out of said 80.00 tract, **WHENCE** a 1/2" iron pin found bears South 28°15'31" West, a distance of 281.38' for reference;

THENCE South 28°15'31" West, along said westerly right-of-way line of Manzano Mile and the easterly line of said 80.00 acre tract, and hereof, a distance of 57.00' to a calculated point for the southeasterly corner hereof;

THENCE over and across said 80.00 acre tract, and along the outbounds hereof, the following two (2) courses and distances

- 1) North 61°44'29" West, a distance of 80.00' to a calculated point for the southwesterly corner hereof;
- 2) North 28°15'31" East, a distance of 57.00' to a calculated point for the northwesterly corner hereof, and also the southwesterly line of the 1.50 acres; also being a northeasterly line of said 80.00 acres;

THENCE South 28°15'31" East, along said southwesterly line of 1.500 acre tract and an northeasterly line of said 80.00 acres hereof, a distance of 80.00' to the **POINT OF BEGINNING**, containing 0.105 of an acre, more or less.

I HEREBY CERTIFY EXCLUSIVELY TO THE CITY OF MARBLE FALLS THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2023, CUPLIN & ASSOCIATES, INC. © BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.


K.C. LUST
Registered Professional Land Surveyor No. 5273

Dated: 07/17/2023

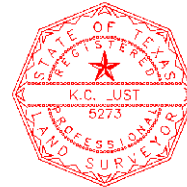


Exhibit "B"

Survey of Easement Property



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°15'31" E	17.55'
L2	N18°03'56" E	156.48'

LINE TABLE		
LINE	BEARING	DISTANCE
EL1	S28°15'31" W	157.00'
EL2	N61°44'29" W	80.00'
EL3	N28°15'31" E	157.00'
EL4	S61°44'29" E	160.00'

