



## **ALEDO ISD BOARD MEETING TEMPLATE**

**MEETING DATE:** January 20, 2014

**AGENDA ITEM:** Right-of-Way Agreement/Easement with Crosstex North Texas Gathering, L.P.

**PRESENTER:** Earl Husfeld

**ALIGNS TO BOARD GOAL(S):** Financial/Facilities – The District shall exhibit excellence in financial and facility planning, management, and stewardship.

### **BACKGROUND INFORMATION:**

- During late October 2013, the District was approached by Chuck Flen, Right of Way Consultant with AR/WS Texas, LP, wanting to discuss the possibility of granting Crosstex North Texas Gathering, L.P. (Crosstex) a pipeline easement on the McCall Elementary School property.
- Crosstex is requesting a twenty (20) foot wide right-of-way easement for one (1) six-inch gathering pipeline.

### **ADMINISTRATIVE CONSIDERATIONS:**

- The proposed right-of-way easement is located within the “buffer zone” on the western edge of the McCall campus property. This “buffer zone” is actually a utility/drainage easement servicing the residential area to the west that is operated by the City of Willow Park.
- The proposed pipeline right-of-way is contiguous with the City of Willow Park easement, but still outside the playground chain link fence. Following are some pictures of this “buffer zone”.
- This easement site will not interfere with any current, nor future, plans for utilization of the McCall campus property.
- The District is receiving a market rate of compensation for granting this right-of-way easement.
- Chuck Flen and Chris Coleman, Crosstex Representative, are in attendance tonight to answer any questions you may have.

### **FISCAL NOTE:**

As noted above, the District is receiving a market rate for this right-of-way easement.

### **ADMINISTRATIVE RECOMMENDATION:**

The Administration recommends approval of the following Right-of-Way Agreement with Crosstex North Texas Gathering, L.P. as presented.







**NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **RIGHT-OF-WAY AGREEMENT**

**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF PARKER**

That, Aledo Independent School District, hereinafter called "**Grantor**", whether one or more, for ten dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey to **Crosstex North Texas Gathering, L.P.**, whose address is 2501 Cedar Springs, Dallas, Texas 75201, hereinafter called "**Grantee**", its successors and assigns, a permanent twenty (20) foot wide right-of-way and easement ("Easement") to survey, clear, and excavate along a route, to lay, construct, reconstruct, operate, maintain, inspect, test, repair, alter, protect, change the size of in whole or part, replace, remove, or abandon in place, one (1) six-inch (inside diameter) pipeline for the transportation of oil, natural gas and natural gas liquids, condensate, distillate, or water which can be transported by a pipeline, including cathodic protection equipment, and pipeline markers located only at the north and south property line as are used or useful in the construction, operation and maintenance of pipeline, on, over, under, through and across the following described land, in Parker County, State of Texas, to wit:

Being 19.287 acres, more or less, out of the Heirs of Francisco Sanchez Survey, Abstract Number 2347, Parker County, Texas and being more particularly described in that certain Donation Deed dated April 5, 2007, from Boswell Interests, Ltd., to Aledo Independent School District, recorded in Document Number 635384, Volume 2528, Page 635, of the Official Public Records of Parker County, Texas, and corrected in that certain Correction Donation Deed dated May 15, 2007, from Boswell Interests, Ltd., to Aledo Independent School District, recorded in Document Number 639749, Volume 2538, Page 1801, of the Official Public Records of Parker County, Texas.

Together with all other rights necessary or convenient to the full use and enjoyment of the Easement.

The Pipeline Easement is more particularly shown and described on Exhibit "A" attached hereto and incorporated herein.

The Grantee shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to the right of ingress and egress over and across said land and Grantor's adjacent lands to and from said Easement, with the right to use existing roads over and across said lands. Grantee shall have the right from time to time to cut all trees and undergrowth and remove other obstructions on the Easement that, in its judgment, may injure, endanger, or interfere with the use of said pipeline.

Grantor reserves the right to use said land for any purpose, except for the purposes herein granted to Grantee; provided, however, that Grantor shall not construct, nor permit to be constructed, any house, building, or other improvements or obstructions within the Easement without the express prior written consent of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement, or impound water over the Easement without prior written approval of Grantee.

Grantor also reserves the right to construct, maintain, repair, and operate pipelines, fences, roads, streets, alleys, sidewalks, bridges, railroad tracks, underground communication conduits, electric transmission and distribution lines, telephone lines, gas, water, drainage and sewer pipelines, and other utilities, across the Easement at any angle of not less than forty-five degrees (45°) to the pipeline (unless otherwise approved by Grantee, such approval not to be unreasonably withheld or delayed) and further agree that any underground improvements and utilities shall be installed at least twenty-four inches (24") below or above the pipeline; the right to pave over the Easement for purposes of a

parking lot and the right to use the land covered by the Easement for recreation or other similar purposes, not inconsistent or conflicting with Grantee's use and enjoyment of the Easement for the purposes set forth herein; provided, however, Grantor shall exercise any of the rights reserved in such a manner so that (i) Grantee's pipeline and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement and its pipeline and facilities located thereon is not interfered with; (iii) Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery; (iv) the pipeline is left with the amount of cover originally installed to allow safe operation of the pipeline; (v) the pipeline is left with proper, sufficient and permanent support; and (vi) Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered with. If Grantee repairs or maintains its pipeline, it will restore any improvements referenced in this paragraph to the same or better condition as they existed prior to Grantee's repair or maintenance, so long as any damage to such improvements was caused by grantee's repair or maintenance activities.

Grantee hereby agrees to bury any pipeline constructed under this agreement to a minimum depth of thirty-six (36) inches from the surface and to pay any damages which may arise to growing crops, timber, and grasses resulting from the construction, maintenance and operation of its pipelines and appurtenant facilities constructed under the terms of this grant. The consideration received for this Easement includes payment for normal damages caused by the initial construction of the pipeline and its appurtenances.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, until said right-of-way or easement or any one or more of said rights or privileges are used or exercised, and for so long thereafter as any one or more of said rights or privileges are exercised, or any line, structure, or facility installed hereunder is used or remains thereon. Grantor hereby binds itself, its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The rights herein granted may be assigned in whole or in part.

It is mutually agreed and understood that this Right-of-Way Agreement, as written, covers all agreements and stipulations between the said parties, and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms of hereof.

IN TESTIMONY WHEREOF, the Grantor herein has executed this grant this 20<sup>th</sup> day of January, 2014.

GRANTOR:

ALEDO INDEPENDENT SCHOOL DISTRICT

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

Name: Jay Stringer

Title: President, Board of Trustees

ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF PARKER

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by  
\_\_\_\_\_.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

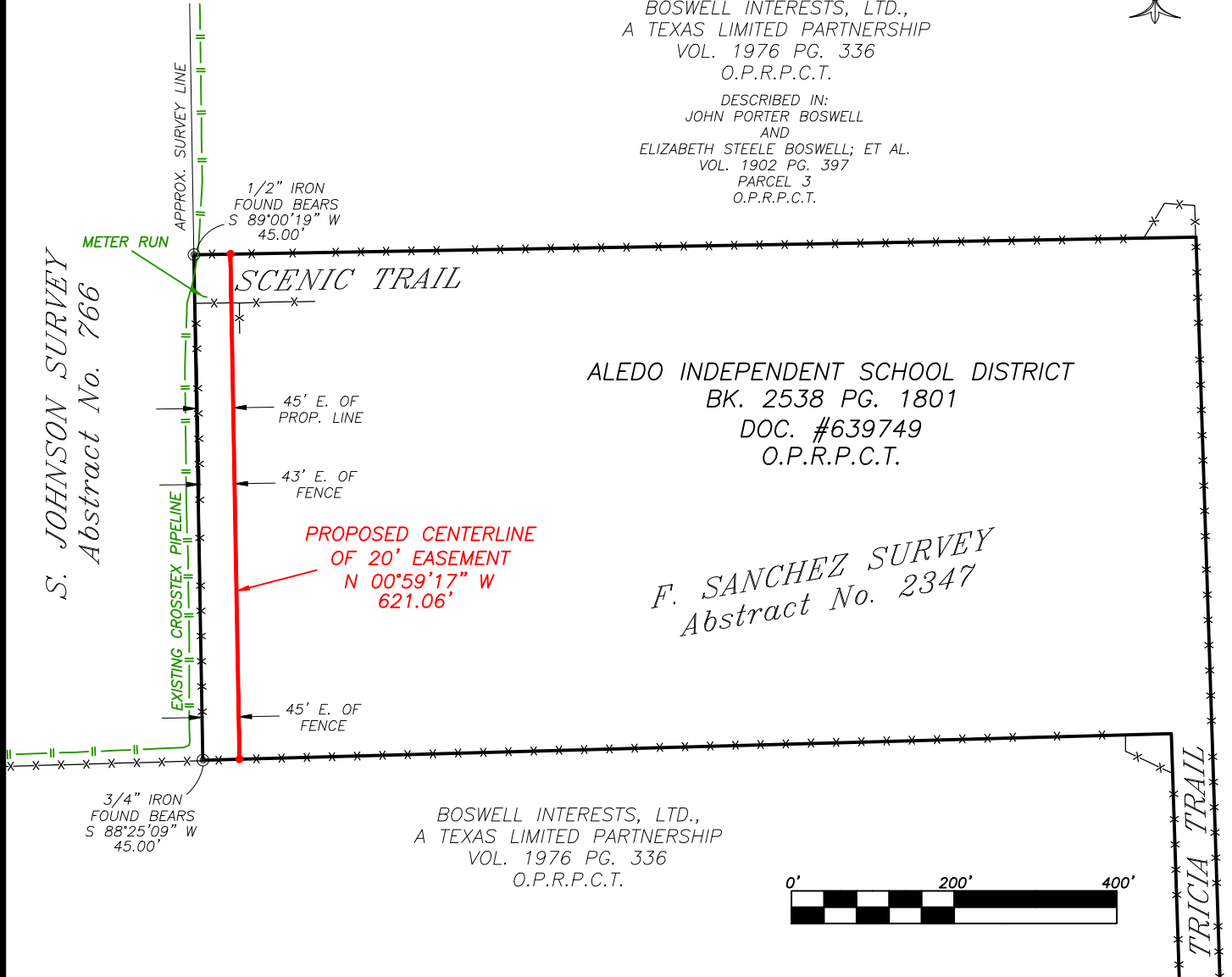
# EXHIBIT A

- NOTES:
1. BASIS OF BEARING IS TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83. DISTANCES SHOWN HEREON ARE GRID.
  2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  3. NOT ALL IMPROVEMENTS ARE SHOWN.
  4. EXISTING PIPELINES SHOWN WERE LOCATED WITH MAGNETIC LOCATION EQUIPMENT, LOCATIONS SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.



BOSWELL INTERESTS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
VOL. 1976 PG. 336  
O.P.R.P.C.T.

DESCRIBED IN:  
JOHN PORTER BOSWELL  
AND  
ELIZABETH STEELE BOSWELL; ET AL.  
VOL. 1902 PG. 397  
PARCEL 3  
O.P.R.P.C.T.



ALEDO INDEPENDENT SCHOOL DISTRICT  
BK. 2538 PG. 1801  
DOC. #639749  
O.P.R.P.C.T.

F. SANCHEZ SURVEY  
Abstract No. 2347

BOSWELL INTERESTS, LTD.,  
A TEXAS LIMITED PARTNERSHIP  
VOL. 1976 PG. 336  
O.P.R.P.C.T.





**LEGAL DESCRIPTION:**

Being the centerline of a pipeline easement situated in the the F. SANCHEZ SURVEY, Abstract No. 2347, in Parker County, Texas, and lying within that certain tract described in deed to Aldeo Independent School District, recorded in Book 2538, Page 1801, Official Public Records, Parker County, Texas, said centerline being more particularly described as follows:

BEGINNING at a point in the south line of said Aldeo Independent School District tract from which a 3/4" iron found for the western most southwest corner of said Aldeo Independent School District and for an ell corner in the westerly line of that certain tract described in deed to Boswell Interests, LTD, a Texas Limited Partnership, recorded in Volume 1976, Page 336, Official Public Records, Parker County, Texas bears S 88°25'09" W, 45.00 feet;

THENCE N 00°59'17" W, 621.06 feet to the POINT OF TERMINUS from which a 1/2" iron found for the northwest corner of said Aldeo Independent School District tract and in the west line of said Boswell Interests, LTD tract bears S 89°00'19" W, 45.00 feet, said centerline having a total length of 621.06 feet or 37.64 rods.

PRELIMINARY – NOT TO  
BE RECORDED FOR ANY  
PURPOSE

 <b>CROSSTEX NORTH TEXAS GATHERING, L.P.</b>		
<b>NEXTERA OXER UNIT</b> AFE No. 30005249 <b>ALEDO INDEPENDENT SCHOOL DISTRICT PROPERTY</b> <b>PARKER COUNTY, TEXAS</b> <b>CENTERLINE FOOTAGE: 621.06' / RODS: 37.64</b>		
DRAWN BY: CEC	JOB: 1308000	DATE: 10/31/13
 <b>CROSSWAY</b> surveying SPECIALIZING IN OIL AND GAS SOLUTIONS 6000 WESTERN PLACE, STE 700 FORT WORTH, TEXAS 76107 (817) 550-8026 FIRM NO. 10070900		