

RESOLUTION NO. R2023-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING A UTILITY EASEMENT WITHIN BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT FOR A WATER MAIN RELOCATION AND AUTHORIZING THE MAYOR EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY.

Whereas, Burnet Consolidated Independent School District (BCISD) needed to relocate a City owned water main; and,

Whereas, Water main relocation is within BCISD property; and

Whereas, The City of Burnet (City) previously approved relocation of said water main; and

Whereas, The City is in need of a utility easement within BCISD property for said water main; and

Whereas, The BCISD seeks to grant to the City a Water and Utility Easement related to the aforementioned public improvements; and

Whereas, City Council deems in the public interest to accept the grants of easements.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Findings. The recitals to this Resolution are found to be true and correct and are incorporated herein for all purposes.

Section two. Approval. The acceptance of the Water and Utility Easement attached hereto is hereby approved.

Section three. Authorization. The Mayor is hereby authorized to execute an Easement Instruments in substantially the same form as the attachment.

Section four. Recordation. The City Secretary is authorized and directed to have the executed Easement Instrument duly recorded in the public records of Burnet County.

Section five. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section six. Effective date. This resolution shall take effect immediately upon its passage, and approval as prescribed by law.



RESOLUTION OF THE BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AUTHORIZING THE GRANT OF A NON-EXCLUSIVE UTILITY EASEMENT

On the 16th day of January , 2023, the Board of Trustees of the Burnet Consolidated Independent School District (the "Board") adopted by vote the following findings and resolutions:

WHEREAS, the Burnet Consolidated Independent School District ("District") has received a request from the City of Burnet ("City), to grant a utility easement across a small area of District Property located on the outer perimeter of the District's High School Baseball Field, for the purpose of accommodating waterlines, wastewater lines, storm sewer facilities, and public utilities, along with all associated appurtenances required to provide a potable water supply, and wastewater removal to the District's facilities ("Utilities");

WHEREAS, rerouting the easement to serve the District's Facility is beneficial to the District;

WHEREAS, the potable waterline and wastewater lines are required to allow continued operation of utility services to the District's facilities;

WHEREAS, the Board of Trustees of Burnet CISD determines that granting of a non-exclusive Utility Easement as more particularly described by metes and bounds and reflected on the survey attached as **Exhibit A**, to the City is necessary to further the District's educational public purposes of assuring continued utility services to the District's Facility;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. The Board has determined that there is a benefit to the District as well as a legitimate public purpose served by the District by granting a Utility Easement across District Property for the purpose of placement, construction, installation, replacement, repair, maintenance, relocation, and removal, or making connections thereto, of water lines, wastewater lines, storm sewers, public utilities, and related appurtenances, on substantially the same terms and conditions as provided in the Easement Agreement attached to this Resolution as **Exhibit A**.

3. That reasonable adequate controls are also in place to ensure that such benefits will be received by the District as the agreement will provide that the District maintains control over the surface estate, and provides for reversion of the Easement interest should the City (or its successors) not use the Easement for the public purposes as required herein.

4. The Board authorizes the Superintendent to move forward with the negotiation of the final Easement Agreement, for conveyance of the Easement approved in this Resolution in a form approved by Counsel for the District, and to execute all other documents necessary to effect the transfer of the Easement, *with the exception of* the Easement Agreement itself, which shall be executed by the Board President as required by statute.

5. The Board further authorizes the Board President to execute the Easement Agreement in a form substantially similar to the one attached hereto as **Exhibit A** and approved by Counsel for the District.

6. It is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Burnet Consolidated

Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this 16th day of January 2023.

Angela Moore
Angela Moore, Acting Board President

ATTEST:
Earl Foster
Earl Foster, Board Secretary

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Burnet Consolidated Independent School District during a regularly scheduled meeting. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: 6
Noes: 0
Abstentions: 0

To certify which, witness my hand this 16th day of January, 2023.

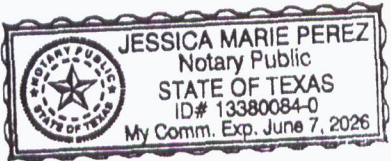
Angela Moore
Angela Moore, Acting Board President

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BURNET §

BEFORE ME, a Notary Public, on this day personally appeared Angela Moore, , known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that She is the Acting President of the Board of Trustees of the Burnet Consolidated Independent School District; that he was authorized to execute such instrument by the Board of Trustees; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of January , 2023.

Jessica Marie Perez
Notary Public, State of Texas



**EXHIBIT A
FORM OF EASEMENT AGREEMENT**

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.

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

Date: Jan. 16th, 2023

Grantor: **BOARD OF TRUSTEES OF THE
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,**
an independent school district and political subdivision of the state of Texas

Grantor's Mailing Address: 208 East Brier
Burnet, Texas 78611

Grantee: **CITY OF BURNET**

Grantee's Mailing Address: 1001 Buchanan Drive, Ste. 4
P.O. Box 1369
Burnet, Texas 78611

Easement Property: Being a 0.9164 acre tract of land out of a called 57.00 acre tract of land conveyed to Burnet Consolidated Independent School District, recorded in Volume 562, Page 107 of Burnet County Deed Records, Burnet County, Texas, and Tract 1 a called 55.279 acre tract of land conveyed to Burnet Consolidated Independent School District, recorded in Volume 177, Page 543 of the Burnet County Deed Records, Burnet County, Texas and being more particularly described by metes and bound in **Exhibit A**, which is attached hereto and incorporated herein by reference.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Easement Purpose and Reversionary Interest: Easement for the placement, construction, installation, replacement, repair, maintenance, relocation, and removal, or making connections thereto, of potable water lines, wastewater lines, storm sewer mains, public utilities, and related appurtenances (hereinafter collectively "Utilities"). The Easement Property shall be used only for the Easement Purpose and, IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee uses the Property for the Easement Purpose, which serves a public purpose of the Grantee and does not execute a document that purports to convey any rights with regard to the Easement Property to a non-owner of the underlying estate. In the event that the Easement Property is used for a purpose other than the Easement Purpose, or in contravention of this Paragraph, it will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the Grantor's intent to convey a determinable easement estate to Grantee.

Reservations from Conveyance:

I. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with

Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee. Notwithstanding the foregoing, Grantor, its heirs, successors, or assigns shall not construct any building or structure on the easement Property.

2. Grantor reserves and retains the right to grant future other rights and easements perpendicularly but not parallel across, over or under the Easement Property to such other persons as Grantor deems proper, provided such other grants do not unreasonably interfere with the use of the Easement by Grantee for the purpose set forth herein.

3. Grantor retains title to all of the oil, gas and sulfur and other mineral interests in and under the Easements, and all but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the Easements and upon the condition that none of such operations shall be conducted so near the surface of the Easements such as to interfere with Grantee's intended use thereof or in any way interfere with, jeopardize, or endanger the Facilities or create a hazard.

4. Grantor retains title to all underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Easement Property, excluding underflow or flow in a defined subterranean channel, owned by Grantor on the date of this Agreement ("Grantor's Groundwater Rights"), including all existing permits, and contracts, if any, related to or pertaining to the Grantor's Groundwater Rights

Exceptions to Warranty: Validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Easement Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, and conveys to Grantee and Grantee's heirs, successors, the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

[Counterpart Signature Pages Follow]

COUNTERPART SIGNATURE PAGE: GRANTEE
EASEMENT AGREEMENT FOR WATER PIPELINE

GRANTOR: BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Angela Moore

Angela Moore, Acting President, Board of Trustees

STATE OF TEXAS

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ACKNOWLEDGMENT

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COUNTY OF BURNET

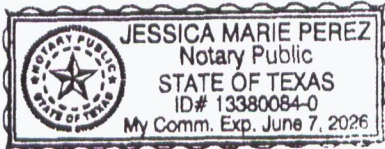
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BEFORE ME, a Notary Public, on this day personally appeared Angela Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that she is the Acting President of the Board of Trustees of the Burnet Consolidated Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of January, 2023.

Jessica Marie Perez

Notary Public, State of Texas



**COUNTERPART SIGNATURE PAGE: GRANTEE
EASEMENT AGREEMENT FOR WATER PIPELINE**

**AGREED AND ACCEPTED BY GRANTEE ON THE TERMS AND CONDITIONS
CONTAINED HEREIN:**

City of Burnet, Texas



Mayor Gary Wideman

THE STATE OF TEXAS

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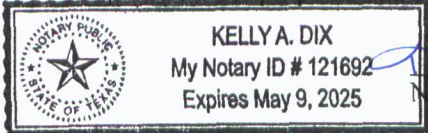
ACKNOWLEDGMENT

COUNTY OF BURNET

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This instrument was acknowledged before me on this 23 day May, 2023, by
Crista Goble Bromley as Mayor and on behalf of the City of Burnet, Texas, and as the free and voluntary act
and deed of said municipality for the purposes and consideration expressed therein.





Notary Public, State of Texas

After recording, return to:

City of Burnet
P.O. Box 1369
Burnet, Texas 78611

EXHIBITS ATTACHED AND INCORPORATED BY REFERENCE:

EXHIBIT A -- Legal Description – Easement Property

EXHIBIT A

BURNET INDEPENDENT SCHOOL DISTRICT TRACT 2
 CALLED 55 279 ACRES
 VOLUME 177, PAGE 543
 D.R.: C.T.X. 1

BURNET CONSOLIDATED I.S.D.
 CALLED 57 000 ACRES
 VOLUME 562, PAGE 107
 R.P.R.B.C.T.X.

P.O.S.
 N:10252255 83
 E:2957832 38

JOHN HAMILTON LEAGUE AND LABOR SURVEY No. 1 Abstract No. 405

J. & V. HOOVER Ltd.
 CALLED 116.28 ACRES
 VOLUME 1297, PAGE 453
 R.P.R.B.C.T.X.

BURNET INDEPENDENT SCHOOL DISTRICT TRACT 1
 CALLED 55.279 ACRES
 VOLUME 177, PAGE 543
 D.R.8.C.T.X.



LINE	BEARING	DISTANCE
L1	N 77°53'08" E	29.38
L2	S 19°49'07" W	6.88
L3	S 27°44'34" E	57.48
L4	N 12°47'16" W	20.00
L5	N 27°44'34" W	56.13
L6	S 77°53'08" W	26.10
L7	N 12°08'52" W	20.00
L8	N 77°53'08" E	24.84
L9	N 07°29'20" W	13.59
L10	N 19°49'07" E	6.26
L11	S 77°53'08" W	21.83
L12	N 12°08'52" W	20.17

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	254.82	62.82	62.66	N 08°55'27" E	14°07'31"
C2	274.82	88.27	87.89	S 05°43'16" W	18°24'09"

NOTES

- 1) ALL COORDINATES AND BEARINGS ARE BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, TX CENTRAL, NAD83
- 2) THERE IS A METES AND BOUNDS DESCRIPTION WITH LIKE JOB NUMBER AND DATE
- 3) THIS SURVEY IS BASED ON THE PLAT REFERENCED HEREON, PROVIDED BY THE CLIENT. THE SURVEYOR IS NOT RESPONSIBLE FOR DOCUMENTS OF RECORD NOT PROVIDED BY THE CLIENT

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

1/5-1-0-0-...

LDYFG

R.P.L.S. No. 5214 - TEXAS

LEGEND

- EASEMENT LINE
- PROPERTY LINE
- POINT FOR CORNER

EXHIBIT SHOWING A
 PROPOSED 20' WATER & UTILITY EASEMENT
 (39,916.48 SQ. FT., 0.9164 ACRE)
 BURNET CONSOLIDATED, I.S.D.

KCI TECHNOLOGIES INC.
 ENGINEERS, SURVEYORS AND PLANNERS
 11550 IH 10 WEST, STE. 395
 SAN ANTONIO, TEXAS 78230
 PHONE (210) 641-9999

JOB NUMBER: 342209711 DATE: NOV 07, 2022 SCALE: 1" = 100' SHEET: 1 OF 5



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

11550JH-10 West, Suite 395 • San Antonio Texas 78211-1037 • Phone: (210) 411-9909

DESCRIPTION OF A 20' WIDE WATER AND UTILITY EASEMENT

Being a 0.9164 acre tract of land out of a called 57.000 acre tract of land conveyed to Burnet Consolidated I.S.D, recorded in Volume 562, Page 107 of the Burnet County Deed Records, Burnet County, Texas, and Tract 1 a called 55.279 acre tract of land conveyed to Burnet Consolidated I.S.D, recorded in Volume 177, Page 543 of the Burnet County Deed Records, Burnet County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in a Southwest line of said 57.000 acre tract and the East line of said Tract 1, from which a 1/2" Iron Rod Found for the Northwesterly most interior corner of said 57.000 acre tract, bears North 12°06'52" West, a distance of 63.41 feet;

THENCE crossing said 57.000 acre tract, the following courses:

North 77°53'08" East, a distance of 29.38 feet to a point, being an angle point of this tract;

South 59°49'09" East, a distance of 121.48 feet to a point, being an angle point of this tract;

South 44°11'36" East, a distance of 355.52 feet to a point, being an angle point of this tract;

South 10°48'53" East, a distance of 109.29 feet to a point, being an angle point of this tract;

South 19°49'07" West, a distance of 6.88 feet to a point, being an angle point of this tract;

South 07°29'19" East, a distance of 328.63 feet to a point, being an angle point of this tract;

South 27°44'34" East, a distance of 57.48 feet to a point, being an angle point of this tract;

South 00°06'18" East, a distance of 141.32 feet to a point, being an angle point of this tract;

South $78^{\circ}08'35''$ West, a distance of 308.58 feet to a point, being an angle point of this tract;

North $12^{\circ}10'40''$ West, a distance of 131.91 feet to a point, being an angle point of this tract, also being the P.C. for a non-tangent curve to the left with a Radius of 254.82 feet;

Thence along said curve to the left with a Chord Bearing of North $08^{\circ}55'27''$ East, with a Chord Length of 62.66 feet, and an Arc Length of 62.82 feet, to the P.T., being an angle point of this tract;

South $77^{\circ}13'13''$ West, a distance of 93.90 feet to a point, being an angle point of this tract;

North $12^{\circ}47'16''$ West, a distance of 20.00 feet to a point, being an angle point of this tract;

North $77^{\circ}13'13''$ East, a distance of 118.86 feet to a point, being an angle point of this tract, also being the P.C. for a non-tangent curve to the right with a Radius of 274.82 feet;

Thence along said curve to the right with a Chord Bearing of South $05^{\circ}43'16''$ West, with a Chord Length of 87.89 feet, and an Arc Length of 88.27 feet, to the P.T., being an angle point of this tract;

South $12^{\circ}10'40''$ East, a distance of 107.11 feet to a point, being an angle point of this tract;

North $78^{\circ}08'35''$ East, a distance of 272.43 feet to a point, being an angle point of this tract;

North $00^{\circ}06'18''$ West, a distance of 120.13 feet to a point, being an angle point of this tract;

North $27^{\circ}44'34''$ West, a distance of 56.13 feet to a point, being an angle point of this tract;

North $07^{\circ}29'20''$ West, a distance of 303.05 feet to a point, being an angle point of this tract;

South $70^{\circ}47'26''$ West, a distance of 255.50 feet to a point, being an angle point of this tract;

South 77°53'08" West, a distance of 26.10 feet to a point, being an angle point of this tract;

North 12°06'52" West, a distance of 20.00 feet to a point, being an angle point of this tract;

North 77°53'08" East, a distance of 24.84 feet to a point, being an angle point of this tract;

North 70°47'26" East, a distance of 258.41 feet to a point, being an angle point of this tract;

North 07°29'20" West, a distance of 13.59 feet to a point, being an angle point of this tract;

North 19°49'07" East, a distance of 6.26 feet to a point, being an angle point of this tract;

North 10°48'53" West, a distance of 97.81 feet to a point, being an angle point of this tract;

North 44°11'19" West, a distance of 349.56 feet to a point, being an angle point of this tract;

North 60°13'56" West, a distance of 108.08 feet to a point, being an angle point of this tract;

South 77°53'08" West, a distance of 21.83 feet to a point, being an angle point of this tract;

THENCE, along west line of said 57.000 acre tract and the common line of said Tract 1, North 12°06'52" West, a distance of 20.17 feet to the **POINT OF BEGINNING**, and containing 0.9164 acres of land, more or less.

- Bearing source is the line between the Point of Beginning and the ½" iron rod found for an interior corner as described above and shown as N 12°06'52" W, as derived from GPS observation based on NAO 83(2011), Texas State Plane Coordinate System - Central Zone.

I hereby certify that this description conforms to the minimum standards set forth by the Texas Board of Professional Land Surveying according to an actual survey made on the ground by employees of KCI Technologies, INC.

Date: 11-7-2010


Lindy Gler
R.P.L.S. #5214
Firm No. 10041000



BCISD Easement
Project Number: 342209711

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 202304944

RESO Fee: \$70.00
05/24/2023 03:13 PM

Vicinta Stafford 

Vicinta Stafford, County Clerk
Burnet County, Texas