

## DEVELOPMENT PARTICIPATION AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas home rule municipal corporation (hereinafter "CITY"), and **SPRING CREEK CS DEVELOPMENT, LTD.**, a Texas Limited Partnership (hereinafter "OWNER").

WHEREAS, OWNER owns, has subdivided, platted and is developing property within the City of College Station, more particularly described as Spring Creek Townhomes and Spring Creek Gardens (hereinafter "Property"); and

WHEREAS, the CITY is constructing a gravity sewer line as part of its capital improvement program known as the Lift Station No. 1 Gravity Sewer Project, Project Number WF0467634 (hereinafter "CIP") and

WHEREAS, OWNER has requested that CITY redesign and relocate the proposed alignment of the sanitary sewer line and cost participate; and

WHEREAS, NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

### I.

#### DEFINITIONS

**1.1 CITY or College Station** means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77842.

**1.2 Effective Date.** The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

**1.3 OWNER** means Spring Creek CS Development, Ltd., a Texas Limited Partnership, whose principal office is located at 4490 Castlegate Drive, College Station, Texas 77845.

**1.4 Property** means Spring Creek Townhomes and Spring Creek Gardens, College Station, Brazos County, Texas, as depicted and described on the plat approved by the Planning and Zoning Commission on 10/28/04 and 11/04/04 respectively, a copy of which is attached hereto as **Exhibit A**, and as specifically described by metes and bounds attached hereto.

**1.5 Easement means:**

**TRACT ONE:** A Permanent Public Utility Easement - Being a 0.187 acre (8,124 square feet) tract of land situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54. Brazos County, Texas, being a portion of that certain called 14.0678 acre tract of land described in a Warranty Deed with Vendor's Lien to Spring Creek CS Development, Ltd., recorded in Volume 5583, page 120, of the Official Records of Brazos County, Texas, and a 30 Foot Wide Temporary Construction Easement containing a computed area of 0.252 acres (10,982 square feet) of land adjacent and parallel to the easterly line of the permanent public utility easement, being more particularly described by metes and bounds on **Exhibit "B"** attached hereto and made a part hereof.

**TRACT TWO:** A Permanent Public Utility Easement - Being a 0.188 acre (8,201 square feet) tract of land situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54. Brazos County, Texas, being a portion of the remainder of that certain called 734.96 acre tract of land described in a Special Assumption Warranty Deed with Vendor's Lien to Timothy J. Crowley, recorded in Volume 1415, page 74, of the Official Records of Brazos County, Texas, and a 30 Foot Wide Temporary Construction Easement containing a computed area of 0.280 acres (12,191 square feet) of land adjacent and parallel to the northeasterly line of the permanent public utility easement, being more particularly described by metes and bounds on **Exhibit "C"** attached hereto and made a part hereof.

**TRACT THREE: Variable Width Temporary Access Easement** - Being a 0.349 acre (15,224 square feet) tract of land situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54. Brazos County, Texas, being a portion of that certain called 62.18 acre tract of land described in a Warranty Deed with Vendor's Lien to Spring Creek CS Development, Ltd., recorded in Volume 4712, page 260, of the Official Records of Brazos County, Texas, said 0.349 acre tract of land being more particularly described by metes and bounds on **Exhibit "D"** attached hereto and made a part hereof.

**1.6 Project** means the construction of the Lift Station No. 1 Gravity sewer project, Project Number WF0467634.

**II.**

**COST PARTICIPATION**

**2.1 CITY and OWNER** agree to cost participate to relocate the sewer improvements as follows:

1. The cost of redesign and reconstruction of the proposed 8-inch sewer line is estimated at \$40,435.00. Spring Creek and the City agree to each pay fifty percent (50%) or \$20,217.50.
2. The cost to design, construct, and install 12 sewer taps in order to service the Property is estimated at \$7,200.00. Spring Creek agrees to accept full responsibility for design, construction, and installation of said sewer taps and will pay one hundred percent (100%).
3. A detailed cost estimate of the improvements is attached hereto and incorporated herein as **Exhibit "E."**

### III.

#### EASEMENTS

**3.1** The appraised value of the temporary and permanent easements is \$14,043.00. In order to avoid the added expense, time, burden and risk associated with condemnation, CITY and OWNER agree that the purchase price for the permanent and temporary easements is \$21,243.00. CITY agrees to pay OWNER for these easements described in Exhibit v attached hereto and incorporated herein by reference. "B", "C", and "D"

**3.2** The easements will be in the form attached hereto as Exhibit "F" .

**3.3** This Agreement and payments made hereunder are contingent upon but not limited to each of following terms and conditions:

- (1) conveyance of the easements;
- (2) a current title report;
- (3) lien releases or subordinations from all lenders as required by the CITY.

**3.4** The CITY will pay land participation funds in one payment upon execution and tender of the easements by OWNER.

### IV.

#### NET PAYMENT/CLOSING

**4.1** Closing will occur within thirty (30) days of the effective date of this Agreement. At closing, CITY shall make payment of One Thousand Twenty Five and 50/100 Dollars (\$1,025.50 to OWNER and OWNER will tender and execute the easements and deliver those items identified by Section III herein. The consideration has been summarized below:

<b>Expenditure</b>	<b>CITY Participation</b>	<b>OWNER Participation</b>
<b>Project</b>	\$20,217.50 <i>To be paid out of closing</i>	\$20,217.50
<b>Sewer Taps</b>	-0-	\$7,200.00 <i>To be paid out of closing</i>
<b>Easement</b>	\$21,243.00	Tender Easements
<b>Total</b>	\$21,243.00	\$20,217.50 and Tender Easements
<b>Net</b>	\$1,025.050	Tender Easements

**V.**

**GOVERNMENTAL IMMUNITY**

**5.1 CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.**

**VI.**

**GENERAL PROVISIONS**

**6.1 Amendments.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

**6.2 Choice of law and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**6.3 Authority to enter into Agreement.** Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of OWNER represents that he or she is authorized to sign on behalf of OWNER and agrees to provide proof of such authorization to the CITY upon request.

**6.4 Agreement read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

**6.5 Notice.** All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

**OWNER:** Spring Creek CS Development, Ltd.  
4490 Castlegate Drive  
City Engineer  
College Station, Texas 77840

With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY:** City of College Station  
City Engineer  
P.O. Box 9960  
College Station, Texas 77842

With copies to: City Attorney  
1101 Texas Avenue  
College Station, Texas 77840

City Manager  
1101 Texas Avenue  
College Station, Texas 77840

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

**6.6 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by OWNER without the prior written approval of the CITY.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SPRING CREEK CS DEVELOPMENT, LTD.

CITY OF COLLEGE STATION

BY: Wallace Phillips  
Printed Name: WALLACE PHILLIPS  
Title: Manager

BY: \_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager

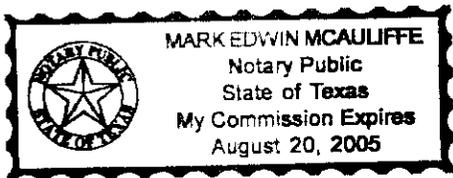
Rocanne Gremick  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jeff Kersten, Finance and Strategic Planning  
Director

THE STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 4 day of June, 2005,  
by Wallace Phillips, Manager of SPRING CREEK CS  
DEVELOPMENT, LTD., a Texas Limited Partnership, on behalf of said limited partnership.



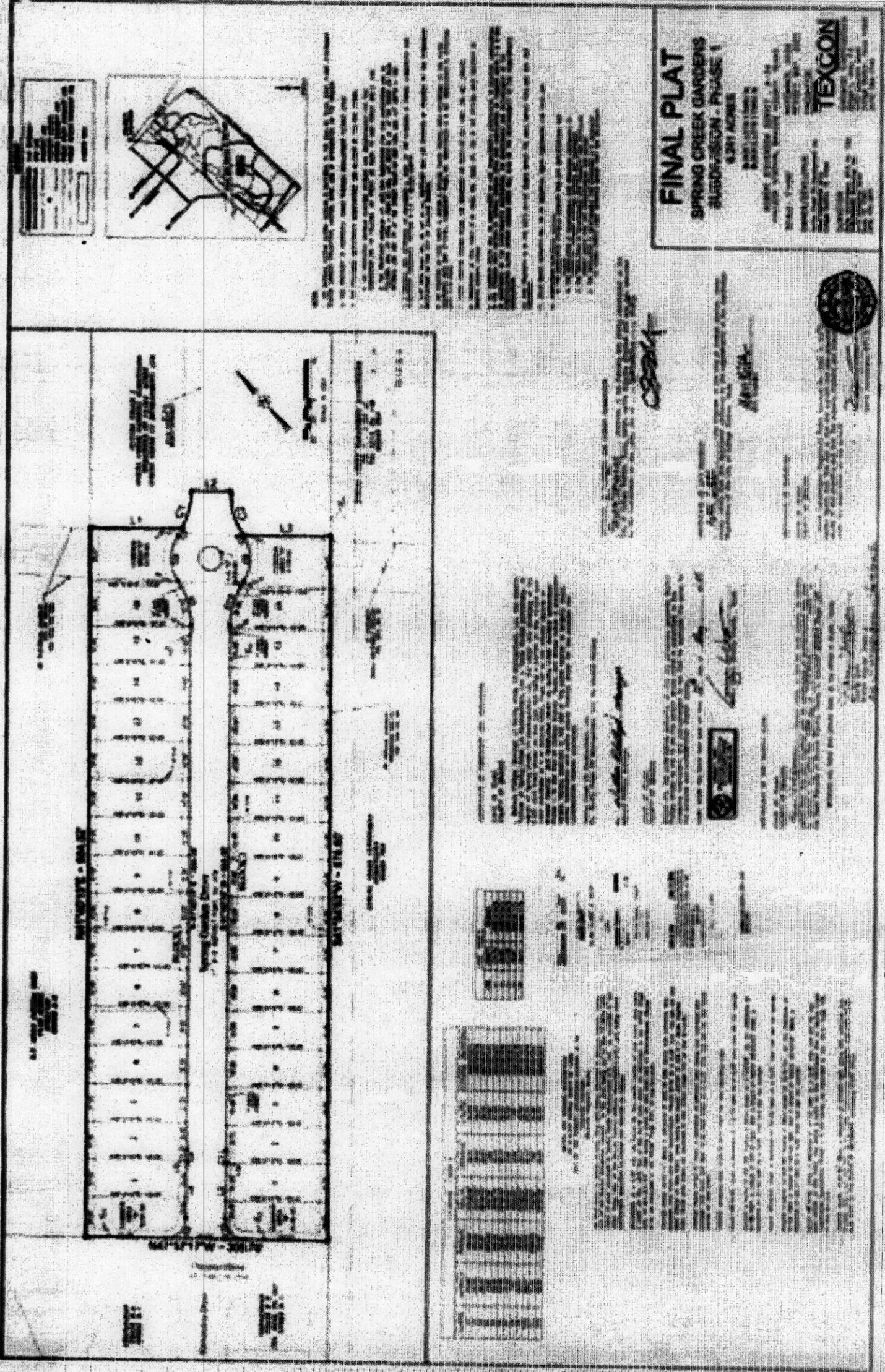
Mark Edwin McAuliffe  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of TEXAS

THE STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2005,  
by RON SILVIA, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule  
Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of TEXAS



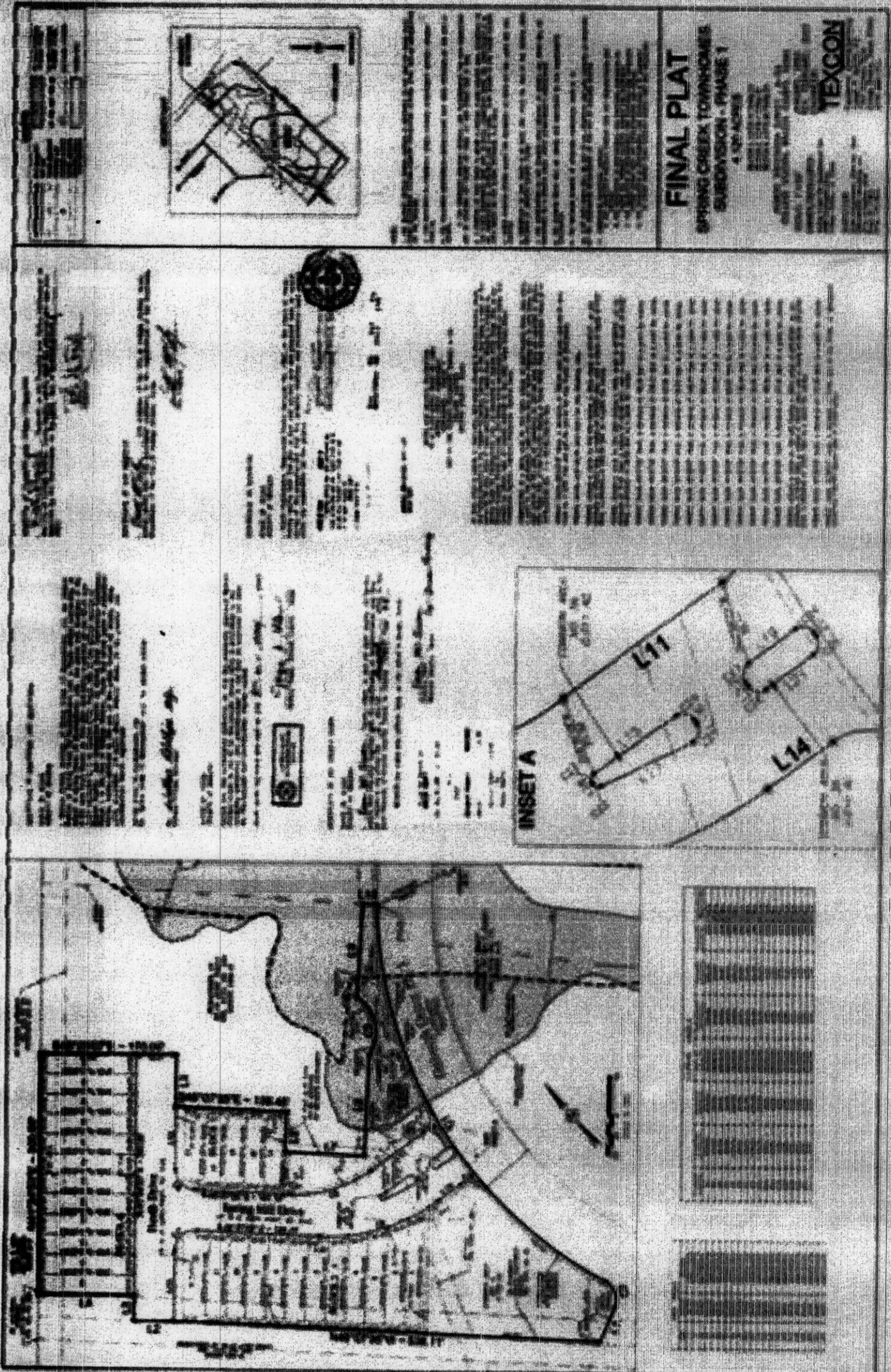
**FINAL PLAT**  
 SPRING CREEK GARDENS  
 SUBDIVISION - PHASE 1  
 6.281 ACRES  
 2000 0011 1000 00  
 TEXCON

*CSG*  
 [Signature]

[Text block with signature]

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[Text block with signature]



**FINAL PLAT**

SPRING CREEK TOWNSHIP  
SURVEYOR - PHASE 1  
4.17 ACRES

**TEXCON**

INSET A

L11

L14

**20 Foot Wide Permanent Public Utility Easement**

**FIELD NOTE DESCRIPTION OF A  
0.187 ACRE TRACT OF LAND OUT OF THE  
SPRING CREEK CS DEVELOPMENT, LTD. TRACT,  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

BEING a 0.187 acre (8,124 square feet) tract of land situated in the Robert Stevenson League, Abstract No. 54, Brazos County, Texas, being a portion of that certain called 14.0679 acre tract of land described in a Warranty Deed With Vendor's Lien to Spring Creek CS Development, Ltd., recorded in Volume 5583, Page 120, of the Official Records of Brazos County, Texas (O.R.B.C.T.), said 0.187 acre tract of land being more particularly described by metes and bounds as follows with bearings based on the Texas State Plane Coordinate System, Texas Central Zone - NAD83, which is based upon the published position of the City of College Station Horizontal Control Monuments No. 131 and 138 established in 1994:

**COMMENCING** at a 5/8-inch iron rod (Control Monument) found marking the most westerly corner of said 14.0679 acre tract, same being the most southerly corner of that certain called 14.28 acre tract of land described in a Special Warranty Deed With Vendor's Lien to K.S. Moss Capital Corp., recorded in Volume 2763, Page 147, O.R.B.C.T.;

**THENCE**, North 41 degrees 40 minutes 12 seconds East, with the common northwesterly line of said 14.0679 acre tract and the southeasterly line of said 14.28 acre tract, a distance of 1,362.53 feet to a point for the **POINT OF BEGINNING** and the most northerly corner of the herein described tract, said point being located at Texas State Plane Coordinate grid position X=3575613.27 and Y=10192499.55;

**THENCE**, departing said common line, through the interior of said 14.0679 acre tract, the following 3 courses:

- 1) South 70 degrees 58 minutes 43 seconds East, a distance of 21.67 feet to a point for corner of the herein described tract;
- 2) South 41 degrees 40 minutes 12 seconds West, a distance of 105.37 feet to a point for corner of the herein described tract;
- 3) South 49 degrees 28 minutes 23 seconds East, a distance of 284.78 feet to a point for the most easterly corner of the herein described tract, said point being on the common southeasterly line of said 14.0679 acre tract and the

### Description of 0.187 acre tract

northwesterly line of that certain called 62.18 acre tract of land described in a Warranty Deed With Vendor's Lien to Spring Creek CS Development, Ltd., recorded in Volume 4712, Page 260, O.R.B.C.T.;

THENCE, South 41 degrees 32 minutes 01 seconds West, with said common line, a distance of 20.00 feet to a point for the most southerly corner of the herein described tract, and from which a 5/8-inch iron rod with plastic cap stamped "Carlomagno RPLS 1562" (Control Monument) found marking the most southerly corner of said 14.0679 acre tract bears South 41 degrees 32 minutes 01 seconds West, at a distance of 1,253.13 feet;

THENCE, North 49 degrees 28 minutes 23 seconds West, departing said common line, a distance of 304.83 feet to a point for the most westerly corner of the herein described tract, said point being on the common northwesterly line of said 14.0679 acre tract and the southeasterly line of said 14.28 acre tract;

THENCE, North 41 degrees 40 minutes 12 seconds East, with said common line, a distance of 117.42 feet to the POINT OF BEGINNING of the herein described tract, delineating and encompassing within the metes recited 0.187 acre (8,124 square feet) of land, more or less.

### **30 Foot Wide Temporary Construction Easement**

In addition, it is intended to create a thirty-foot (30) wide Temporary Construction Easement adjacent and parallel to the easterly line of the above described permanent public utility easement. This Temporary Construction Easement contains a computed area of 0.252 acre (10,982 square feet) of land.

An easement exhibit drawing of even survey date herewith accompanies this field note description.

Description of 0.187 acre tract

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this field note description and the easement exhibit drawing attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.



*Daniel M. Flaherty*  
Daniel M. Flaherty, R.P.L.S. No. 5004

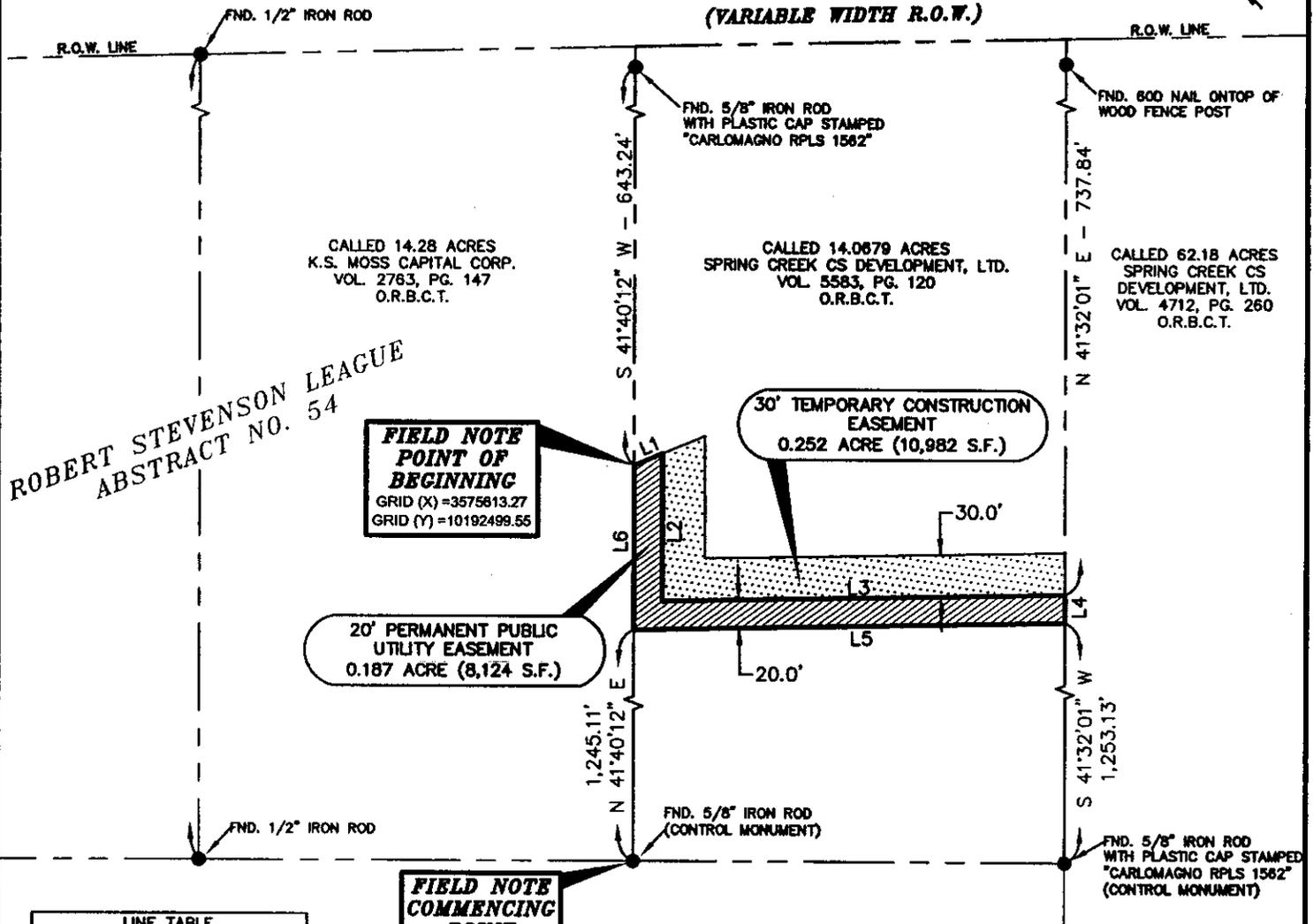
The Wallace Group, Inc.  
Old Town Square  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065

12-14-04  
Date

See attached plat A-RR 4133  
14866-FN09.doc

**DRAWING TO ACCOMPANY FIELD NOTE DESCRIPTION OF  
A 20 FOOT WIDE (0.187 ACRE) PERMANENT PUBLIC UTILITY EASEMENT AND  
A 30 FOOT WIDE (0.252 ACRE) TEMPORARY CONSTRUCTION EASEMENT**

**STATE HIGHWAY NO. 6  
(VARIABLE WIDTH R.O.W.)**



ROBERT STEVENSON LEAGUE  
ABSTRACT NO. 54

CALLED 14.28 ACRES  
K.S. MOSS CAPITAL CORP.  
VOL. 2783, PG. 147  
O.R.B.C.T.

CALLED 14.0679 ACRES  
SPRING CREEK CS DEVELOPMENT, LTD.  
VOL. 5583, PG. 120  
O.R.B.C.T.

CALLED 62.18 ACRES  
SPRING CREEK CS  
DEVELOPMENT, LTD.  
VOL. 4712, PG. 260  
O.R.B.C.T.

**FIELD NOTE  
POINT OF  
BEGINNING**  
GRID (X) = 3575813.27  
GRID (Y) = 10192499.55

**20' PERMANENT PUBLIC  
UTILITY EASEMENT  
0.187 ACRE (8,124 S.F.)**

**30' TEMPORARY CONSTRUCTION  
EASEMENT  
0.252 ACRE (10,982 S.F.)**

**FIELD NOTE  
COMMENCING  
POINT**

LINE	BEARING	LENGTH
L1	S 70°58'43" E	21.87'
L2	S 41°40'12" W	105.37'
L3	S 49°28'23" E	284.78'
L4	S 41°32'01" W	20.00'
L5	N 49°28'23" W	304.83'
L6	N 41°40'12" E	117.42'

**LEGEND**

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- O.R.B.C.T. = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
- D.R.B.C.T. = DEED RECORDS OF BRAZOS COUNTY, TEXAS.

- NOTES:
- 1.) BE IT KNOWN THAT THE SURVEYOR HAS NOT PERFORMED AN ABSTRACT, THEREFORE EASEMENTS OR OTHER RIGHTS AFFECTING THE TRACT MAY NOT BE SHOWN.
  - 2.) THIS DRAWING IS ACCOMPANIED BY A FIELD NOTE DESCRIPTION.
  - 3.) BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE - NAD 83, WHICH IS BASED UPON THE PUBLISHED POSITIONS OF THE CITY OF COLLEGE STATION HORIZONTAL CONTROL MONUMENTS NO. 131 AND 138 ESTABLISHED IN 1994.



**The Wallace Group, Inc.**

Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Austin \* Temple \* Dallas \* Round Rock

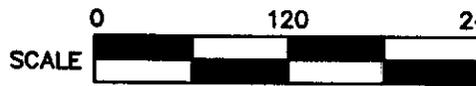
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 14TH DAY OF DECEMBER, 2004.

SURVEYED: SEPT. 29, 2004

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, R.P.L.S. NO. 5004



4 OF 4



PLAT NO. A- RR 4133 DRAFT DATE 9-30-04 DRAWN BY MJM  
WORK ORDER NO. 14866 FIELDBOOK/P.G. RR58/46 F/N #14866-FN09  
DIGITAL FILE 14866ESMT TAB # A-4133

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**20 Foot Wide Permanent Public Utility Easement**

**FIELD NOTE DESCRIPTION OF A  
0.188 ACRE TRACT OF LAND OUT OF THE  
SPRING CREEK CS DEVELOPMENT, LTD. TRACT,  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

BEING a 0.188 acre (8,201 square feet) tract of land situated in the Robert Stevenson League, Abstract No. 54, Brazos County, Texas, being a portion of that certain called 62.18 acre tract of land described in a Warranty Deed With Vendor's Lien to Spring Creek CS Development, Ltd., recorded in Volume 4712, Page 260, of the Official Records of Brazos County, Texas (O.R.B.C.T.), said 0.188 acre tract of land being more particularly described by metes and bounds as follows with bearings based on the Texas State Plane Coordinate System, Texas Central Zone - NAD83, which is based upon the published position of the City of College Station Horizontal Control Monuments No. 131 and 138 established in 1994:

**COMMENCING** at a 5/8-inch iron rod with plastic cap stamped "Carlomagno RPLS 1562" (Control Monument) found marking the most southerly corner of that certain called 14.0679 acre tract of land described in a Warranty Deed With Vendor's Lien to Spring Creek CS Development, Ltd., recorded in Volume 5583, Page 120, O.R.B.C.T., said point marking the intersection of the southwesterly line of said 14.0679 acre tract and the northwesterly line of said 62.18 acre tract;

**THENCE**, North 41 degrees 32 minutes 01 seconds East, with the common southeasterly line of said 14.0679 acre tract and the northwesterly line of said 62.18 acre tract, a distance of 1,273.13 feet to a point for the **POINT OF BEGINNING** and the most northerly corner of the herein described tract, said point being located at Texas State Plane Coordinate grid position X=3575780.06 and Y=10192228.84, and from which a 60D nail found on top of wood fence post (Control Monument) marking the most easterly corner of said 14.0679 acre tract bears North 41 degrees 32 minutes 01 seconds East, at a distance of 737.84 feet;

**THENCE**, departing said common line, through the interior of said 62.18 acre tract, the following 5 courses:

- 1) South 49 degrees 28 minutes 23 seconds East, a distance of 61.11 feet to a point for corner of the herein described tract;
- 2) South 45 degrees 48 minutes 14 seconds East, a distance of 347.12 feet to a point for the most easterly corner of the herein described tract, said point

Description of 0.188 acre tract

being in a northwesterly line of a 20 foot wide Utility Easement, recorded in Volume 04328, Page 00164, O.R.B.C.T.;

- 3) South 31 degrees 21 minutes 28 seconds West, along the northwesterly line of said 20 foot wide Utility Easement, a distance of 20.51 feet to a point for the most southerly corner of the herein described tract;
- 4) North 45 degrees 48 minutes 14 seconds West, departing the northwesterly line of said 20 foot wide Utility Easement, a distance of 351.04 feet to a point for corner of the herein described tract;
- 5) North 49 degrees 28 minutes 23 seconds West, a distance of 60.82 feet to a point for the most westerly corner of the herein described tract, said point being on the common southeasterly line of said 14.0679 acre tract and the northwesterly line of said 62.18 acre tract;

THENCE, North 41 degrees 32 minutes 01 seconds East, with said common line, a distance of 20.00 feet to the POINT OF BEGINNING of the herein described tract, delineating and encompassing within the metes recited 0.188 acre (8,201 square feet) of land, more or less.

**30 Foot Wide Temporary Construction Easement**

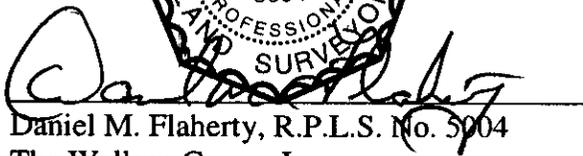
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An easement exhibit drawing of even survey date herewith accompanies this field note description.

Description of 0.188 acre tract

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this field note description and the easement exhibit drawing attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.



  
Daniel M. Flaherty, R.P.L.S. No. 5004

The Wallace Group, Inc.  
Old Town Square  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065

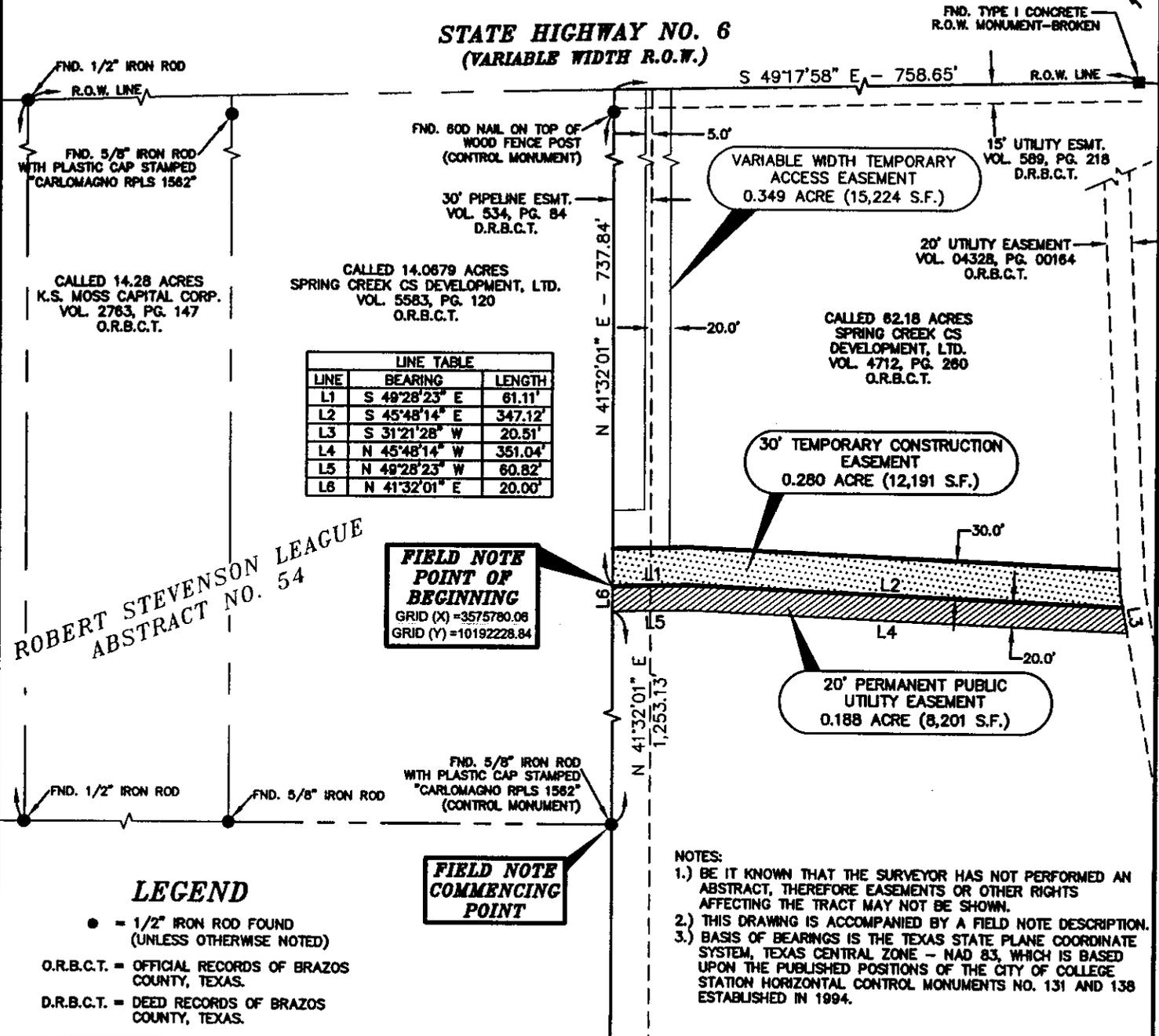
12-14-04

Date

See attached plat A-RR 4134  
14866-FN10.doc

**DRAWING TO ACCOMPANY FIELD NOTE DESCRIPTION OF  
A 20 FOOT WIDE (0.188 ACRE) PERMANENT PUBLIC UTILITY EASEMENT AND  
A 30 FOOT WIDE (0.280 ACRE) TEMPORARY CONSTRUCTION EASEMENT**

**STATE HIGHWAY NO. 6  
(VARIABLE WIDTH R.O.W.)**



ROBERT STEVENSON LEAGUE  
ABSTRACT NO. 54

**LEGEND**

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- O.R.B.C.T. = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
- D.R.B.C.T. = DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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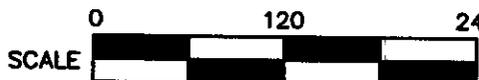
**The Wallace Group, Inc.**

Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Austin \* Temple \* Dallas \* Round Rock

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 14TH DAY OF DECEMBER, 2004.

SURVEYED: SEPT. 29, 2004

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, R.P.L.S. NO. 5004



PLAT NO. A- RR 4134 DRAFT DATE 9-30-04 DRAWN BY MJM  
WORK ORDER NO. 14866 FIELDBOOK/PG. RR58/46 F/N #14866-FN10  
DIGITAL FILE 14866ESMT TAB # A-4134

**Variable Width Temporary Access Easement**

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COLLEGE STATION, BRAZOS COUNTY, TEXAS**

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**THENCE**, North 41 degrees 32 minutes 01 seconds East, with the common southeasterly line of said 14.0679 acre tract and the northwesterly line of said 62.18 acre tract, a distance of 1,303.13 feet to a point for the **POINT OF BEGINNING** and the most westerly corner of the herein described tract, said point being located at Texas State Plane Coordinate grid position X=3575800.05 and Y=10192251.21;

**THENCE**, North 41 degrees 32 minutes 01 seconds East, continuing with said common line, a distance of 30.00 feet to a point for corner of the herein described tract, and from which a 60D nail found on top of wood fence post (Control Monument) marking the most easterly corner of said 14.0679 acre tract bears North 41 degrees 32 minutes 01 seconds East, at a distance of 677.83 feet;

**THENCE**, departing said common line, through the interior of said 62.18 acre tract, the following 2 courses:

- 1) South 49 degrees 28 minutes 23 seconds East, a distance of 25.00 feet to a point for corner of the herein described tract;

Description of 0.349 acre tract

- 2) North 41 degrees 32 minutes 01 seconds East, a distance of 695.45 feet to a point for the most northerly corner of the herein described tract, said point being on the southwesterly right-of-way (R.O.W.) line of State Highway No. 6 (a variable width R.O.W. at this location);

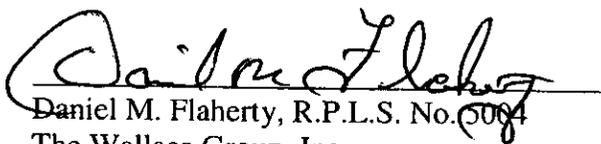
THENCE, South 49 degrees 17 minutes 58 seconds East, with the southwesterly R.O.W. line of said State Highway No. 6, a distance of 20.02 feet to a point for the most easterly corner of the herein described tract, and from which a Type I concrete R.O.W. monument found (broken but in good condition at the base) marking an angle point along the southwesterly R.O.W. line of said State Highway No. 6 bears South 49 degrees 17 minutes 58 seconds East, at a distance of 713.62 feet;

THENCE, departing the southwesterly R.O.W. line of said State Highway No. 6, through the interior of said 62.18 acre tract, the following 2 courses:

- 1) South 41 degrees 32 minutes 41 seconds West, a distance of 725.40 feet to a point for the most southerly corner of the herein described tract;
- 2) North 49 degrees 28 minutes 23 seconds West, a distance of 44.89 feet to the POINT OF BEGINNING of the herein described tract, delineating and encompassing within the metes recited 0.349 acre (15,224 square feet) of land, more or less.

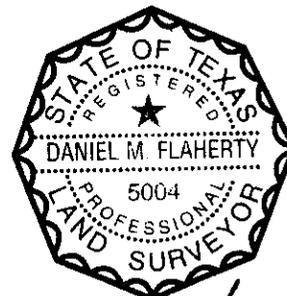
An easement exhibit drawing of even survey date herewith accompanies this field note description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this field note description and the easement exhibit drawing attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.

  
Daniel M. Flaherty, R.P.L.S. No. 5004

The Wallace Group, Inc.  
Old Town Square  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065

See attached plat A-RR 4040  
14866-FN11.doc

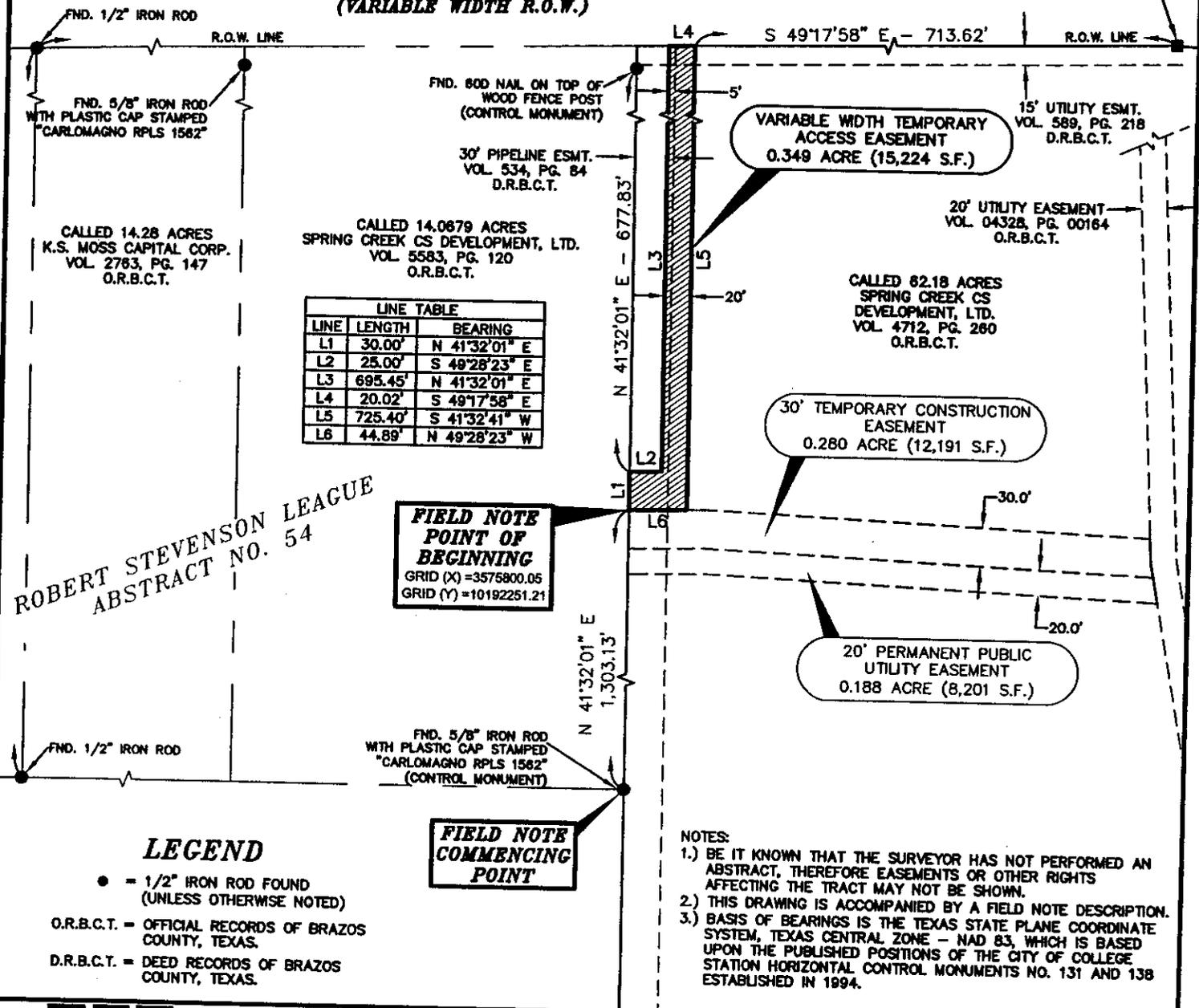


12/14/04

**DRAWING TO ACCOMPANY FIELD NOTE DESCRIPTION OF  
A VARIABLE WIDTH (0.349 ACRE) TEMPORARY ACCESS EASEMENT**

**STATE HIGHWAY NO. 6  
(VARIABLE WIDTH R.O.W.)**

FND. TYPE I CONCRETE  
R.O.W. MONUMENT-BROKEN



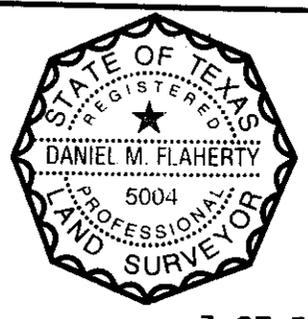
ROBERT STEVENSON LEAGUE  
ABSTRACT NO. 54

VARIABLE WIDTH TEMPORARY  
ACCESS EASEMENT  
0.349 ACRE (15,224 S.F.)

30' TEMPORARY CONSTRUCTION  
EASEMENT  
0.280 ACRE (12,191 S.F.)

20' PERMANENT PUBLIC  
UTILITY EASEMENT  
0.188 ACRE (8,201 S.F.)

**The Wallace Group, Inc.**  
Engineers ■ Architects ■ Planners ■ Surveyors  
Waco \* Killeen \* Austin \* Temple \* Dallas \* Round Rock

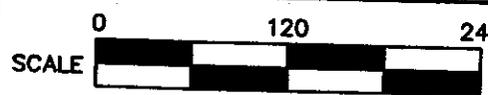


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 14TH DAY OF DECEMBER, 2004.

SURVEYED: SEPT. 29, 2004

*Daniel M. Flaherty*  
DANIEL M. FLAHERTY, R.P.L.S. NO. 5004

3 OF 3



PLAT NO. A- RR 4040 DRAFT DATE 9-30-04 DRAWN BY M.J.M.  
WORK ORDER NO. 14866 FIELDBOOK/PG. RR58/46 F/N #14866-FN11  
DIGITAL FILE 14866ESMT TAB # A-4040



12357-A Riata Trace Parkway, Suite 210  
 Austin, Texas 78727  
 tel: 512 346-1100  
 fax: 512 345-1483  
 November 6, 2003

Exhibit "E"

Mr. Frank O. Simoneaux, P.E.  
 Water and Wastewater  
 City of College Station  
 1601 Graham Road  
 College Station, TX 77845

Subject: Shenandoah Lift Station No. 1  
 Gravity Sewer Line  
 Amendment Scope

Dear Mr. Simoneaux:

Based on the information you furnished, Camp Dresser & McKee Inc. (CDM) has developed a revised scope of services and the associated costs for the referenced project. CDM shall prepare a Design Memorandum for the project to establish the design basis for the gravity sewer line to eliminate Shenandoah Lift Station No. 1. The project's service area, land use, and estimated wastewater flow will be referenced from the Lick Creek WTP Preliminary Design Report with updated information as furnished by the City. CDM shall revise the existing construction plans and the specifications to reflect the alignment changes as requested by Crowley for his and Pigg's tracts. It is CDM understands that Crowley currently has an option to purchase the Pigg's tract. This portion of the realignment requires additional field survey and the preparation of revised easements. The other alignment modification is to realign the sewer line on the Korcan Mission Church and the KTH Tracts, K.T.H. Commercial Addition, Block 1, Lot 1 and 2 respectively. The realignment consists of moving the gravity line to 7.5 from the western edge of the existing Public Utility and Drainage Easement and eliminating the temporary construction easement. The following is a cost breakdown of this scope modification.

Design Memorandum	\$ 4,000
Design Modifications	\$25,000
Survey	<u>\$ 5,600</u>
TOTAL	\$34,600

If you have any questions regarding the attached plans and specifications, please contact me.

Sincerely,

William T. Reynolds, P.E.  
 Engineer  
 Camp Dresser & McKee Inc.

cc: Mr. Allen Woolke, CDM

## Construction Cost Summary

### Preliminary Cost Estimate 8" Sanitary Sewer - City Design

	Station	N.G. Elevation	Flowline Elevation	Depth (ft)	Length (ft)	Cost per foot	Total Cost
Manhole #1	1+00	269.70	261.70	8.0	-	-	-
	2+00	270.00	262.20	7.8	100	\$21	\$2,100
	3+00	271.40	262.70	8.7	100	\$23	\$2,300
	4+00	272.80	263.20	9.6	100	\$23	\$2,300
	5+00	274.00	263.70	10.3	100	\$23	\$2,300
Manhole #2	5+06	274.00	263.70	10.3	6	\$23	\$138
	6+00	275.00	264.50	10.5	94	\$23	\$2,162
	7+00	275.70	264.90	10.8	100	\$23	\$2,300
Manhole #3	7+85	276.50	265.30	11.2	85	\$23	\$1,955
<b>Subtotal</b>							<b>\$15,555</b>
Manhole #2 (\$2000 + \$115/Vert. LF * 2.3' = \$2264.50 ) =							<b>\$2,250</b>
<b>Total</b>							<b>\$17,805</b>

### Preliminary Cost Estimate 8" Sanitary Sewer - Proposed Alternate Alignment

	Station	N.G. Elevation	Flowline Elevation	Depth (ft)	Length (ft)	Cost per foot	Total Cost
Manhole #1	1+00	269.70	261.40	8.3	-	-	-
	2+00	269.70	261.90	7.8	100	\$23	\$2,300
	3+00	272.20	262.40	9.8	100	\$23	\$2,300
	4+00	274.60	262.90	11.7	100	\$23	\$2,300
Manhole #2A	4+18	275.10	263.00	12.1	18	\$23	\$414
	5+00	277.20	263.50	14.2	82	\$27	\$2,214
	6+00	277.90	264.00	13.9	100	\$27	\$2,700
	7+00	278.80	264.50	14.3	100	\$27	\$2,700
Manhole #2B	7+18	278.80	264.60	14.2	18	\$27	\$486
	8+00	276.50	265.10	11.4	82	\$27	\$2,214
Manhole #3	8+44	276.50	265.30	11.2	44	\$23	\$1,012
<b>Subtotal</b>							<b>\$18,640</b>
Manhole #2A (\$2000 + \$115/Vert. LF * 4.1' = \$2471.50 ) =							<b>\$2,500</b>
Manhole #2B (\$2000 + \$115/Vert. LF * 4.2' = \$2483) =							<b>\$2,500</b>
<b>Total</b>							<b>\$23,640</b>
<b>Increase in cost for realignment:</b>							<b>\$5,835</b>

**Notes:**

1. For the Proposed Alternate Alignment, surveying & engineering costs for the re-design are not included.
2. The estimated cost for Manholes #1 and #3 will be the same for each option.

**UTILITY EASEMENT**

**DATE:** \_\_\_\_\_

**GRANTOR:**

**GRANTOR'S MAILING ADDRESS:**

County

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

**GRANTEE'S MAILING ADDRESS:**

1101 Texas Avenue  
Brazos County  
College Station, Texas 77840

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration.

**PROPERTY:**

(Insert property description)

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "Easement Area," and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;  
Water lines and sanitary sewer lines, connecting lines,  
access facilities, and related equipment;  
Storm sewers and collection facilities;  
Television, telephone, and communications lines;  
Drainage ditches, drainage pipes and all other drainage  
structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the easement

area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

Grantor expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by Grantee, and agrees to lender's subordinations on behalf of Grantee. Grantor will provide Grantee with the names and addresses of all lenders.

**RESERVATIONS AND RESTRICTIONS:**       None

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind itself, its administrators, successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ as \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

APPROVED:

\_\_\_\_\_  
City Attorney

**RETURN ORIGINAL DOCUMENT TO:**

City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960  
File Info:

**TEMPORARY CONSTRUCTION EASEMENT**

**DATE:** \_\_\_\_\_

**GRANTOR:**

**GRANTOR'S MAILING ADDRESS:**

Brazos County  
College Station, TX 78740

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

**GRANTEE'S MAILING ADDRESS:**

1101 Texas Avenue  
Brazos County  
College Station, Texas 77842

**CONSIDERATION:** Ten Dollars (\$10.00) and other good  
and valuable consideration.

**PROPERTY:**

(insert property description)

provided, however, that this conveyance shall grant the rights herein specified only as to that portion of the above-described property more particularly described by course, width, and centerline on the attached Exhibit "A", known as the "Construction Area", which area is necessary for the repair and reconstruction of the sidewalk located adjacent thereto, as set out in Exhibit "A" attached hereto.

It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

It is further understood and agreed that the construction easement shall exist from the date construction begins on this project until completion of the project.

It is also agreed that the expiration of this construction easement shall not affect the GRANTEE's right to utilize the permanent easement area as set out in Exhibit "A" attached hereto.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lenders' subordinations on behalf of GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders.

GRANTEE expressly agrees to return the construction easement area to its original condition, or as close thereto as is reasonably possible.

It is expressly understood that the GRANTOR or future Owners of this property reserve the right to use this construction easement for all purposes which do not interfere with or prevent its use by the GRANTEE.

TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind herself, her heirs and administrators, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

BY: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF BRAZOS    \*

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 200 , by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Texas Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**PREPARED IN THE OFFICE OF:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, TX 77842-9960

**AFTER RECORDING, RETURN TO:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, TX 77842-9960