

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Ratify the execution of the Slope Easement between Hays County and Carma Paso Robles LLC.

ITEM TYPE

CONSENT

MEETING DATE

March 19, 2013

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

COBB

SPONSOR

COBB

CO-SPONSOR

N/A

SUMMARY

This Slope Easement is related to 0.3673 Acre (16,001 SQ. FT.) of land Edward Burleson Survey No. 18, Abstract No. 63; being a portion of 5.112 Acre Tract Vol 3395, Page 389, OPR and a portion of 160.003 Acre Tract Vol 3087, Page 318 OPR.

SLOPE EASEMENT

THIS AGREEMENT is made and entered into this 19 day of March, 2013, by and between Carma Paso Robles LLC, a Texas limited liability company ("Grantor"), and HAYS COUNTY, a political subdivision of the State of Texas ("Grantee"). The parties cited above are hereinafter collectively referred to as "the Parties" or "the Parties to this Easement".

RECITALS

WHEREAS, Grantor is the owner of certain real property in Hays County, Texas, more particularly described as 0.3673 of one Acre (16,001 SQ. FT.) of land in the Edward Burleson Survey No. 18, Abstract No. 63, Hays County Texas; Being a portion of a certain called 5.112 Acre Tract described in the special warranty deed to Grantor of record in Vol 3395, Page 389, Official Public Records of Hays County, Texas and a portion of a certain called 160.003 Acre Tract designated as Tract 2 and described in the special warranty deed to Grantor of record in Volume 3087, Page 318, Official Public Records of Hays County Texas and by this reference incorporated herein ("the Property"); and

WHEREAS, Grantor desires to dedicate to Grantee an easement for purposes of construction and maintenance of slope easements; and

WHEREAS, Grantee is a public body, authorized to acquire interests in real property for purposes of constructing and maintaining drainage facilities on behalf of the public; and

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easement.

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, hereby grants unto Grantee, a non-exclusive slope easement (the "Easement") consisting of a 20 foot wide area parallel to and bordering the southern boundary of the Property as shown in the attached Exhibit "A" (the "Easement Tract") on, over and across the Property, in its entirety, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

2. Duration.

The Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.

3. Purpose.

The Purpose of this Easement is for the construction and maintenance of graded slopes for the benefit of the Grantee and the general public.

4. Rights Conveyed.

The rights and corresponding obligations conveyed to and assumed by Grantee pursuant to this Easement are as follows:

- A. To design, construct and maintain an earth cut/fill slope supporting the adjacent road improvements to F.M. 2439 substantially in accordance with and consistent with the description of such improvements depicted in Exhibit "B" hereto.
- B. To make topographical changes to the Property related to the construction of Easement facilities;
- C. To remove vegetation within the Easement, including removal of trees, shrubs, grasses or exotic or noxious plant species in order to construct Easement facilities and related appurtenances.
- D. To finish grade the earth cut/fill slope within the Easement Tract and stabilize the same with grass seeding and other appropriate landscaping material as may be necessary to avoid soil erosion and wash conditions.
- E. To maintain the Easement in a good, clean, and sanitary condition, free from waste or litter and any conditions that are offensive to the public health, safety or welfare or that constitutes a nuisance.

5. Limitation on Use of the Easement.

Grantor shall not make changes in the grade, elevation or contour of the land within the Easement Tract without the prior written consent of Grantee, which consent shall not be unreasonably withheld.



6. Liability/Indemnification.

TO THE EXTENT PERMITTED BY LAW, GRANTEE AGREES TO INDEMNIFY AND FOREVER HOLD GRANTOR HARMLESS FROM ANY LOSS, DAMAGE, INJURY OR DEATH ARISING FROM ANY ACT OR OMISSION OF GRANTEE, ITS INVITEES, LICENSEES, EMPLOYEES OR AGENTS CAUSED TO PERSON OR PROPERTY OF GRANTOR OR ITS EMPLOYEES OR TO THE PERSON OR PROPERTY OF ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING ANY GOVERNMENTAL ENTITY, WHILE ON OR NEAR THE EASEMENT TRACT.

7. Grantor's Representations.

Notwithstanding the Easement granted herein is without warranty, Grantor represents that it is the current owner in fee title to the Property, and that it has full legal authority to grant this Easement to Grantee free of liability for any lien or encumbrance previously placed thereon by Grantor.

8. Retained Rights.

Except for the rights expressly conveyed to Grantee hereunder, Grantor reserves to itself and its successors and assigns all other rights arising out of ownership of the Property, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent with the terms of this Easement, including, without limitation, right-of-way on, over and across the Easement for purposes of ingress and egress, construction of a driveway or roadway across the Easement Tract, and placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by the Grantor or others, the location of said right-of-way to be designated by Grantor at a future date. However, nothing constructed by Grantor shall limit the function, access, maintenance, or other use of Grantee's improvements in the Easement Tract, or be constructed without prior approval of Grantee, which approval shall not be unreasonably withheld.

9. Enforcement.

This Agreement may be enforced by any means or remedy available at law or in equity, including the remedy of specific performance.

10. Acceptance.

By its signature set forth herein below, Grantee hereby accepts the foregoing grant of this Easement subject to the terms and conditions herein contained.

A handwritten signature or set of initials, possibly 'P', is located in the bottom right corner of the page.

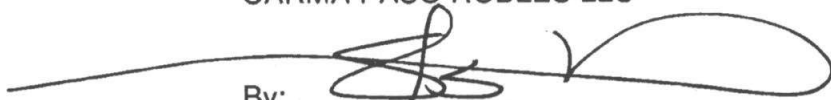
11. Binding Effect.

This Agreement extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

DATED this _____ day of _____, 2013.

GRANTOR:

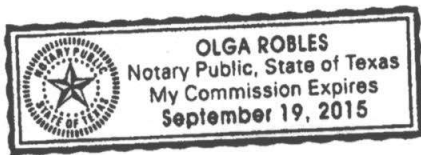
CARMA PASO ROBLES LLC

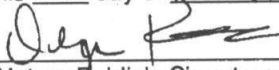

By: _____
Shaun E. Cranston, P.Eng.
Vice President

State of Texas
County of Travis

This instrument was acknowledged before me on this 5th day of February, 2013, by Shaun E. Cranston, P.Eng., Vice President of Carma Paso Robles LLC, a Texas limited liability company, on behalf of such limited liability company.

Given under my hand and seal of office this 5th day of February, 2013.




Notary Public's Signature

GRANTEE:

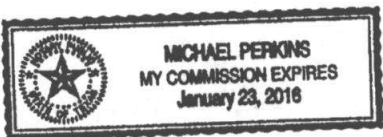
HAYS COUNTY, TEXAS

By: *[Signature]*
County Judge, Commissioners Court, Hays County,
Texas

State of Texas
County of Hays

Before me, *Michael Perkins* on this day personally appeared *Bert Cobb*, known to me through *Personal Knowledge* to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *19* day of *March*, 20*13*.



[Signature]
Notary Public's Signature

FIELD NOTES DESCRIPTION – SLOPE EASEMENT

DESCRIPTION OF 0.3673 OF ONE ACRE (16,001 SQ. FT.) OF LAND IN THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, HAYS COUNTY TEXAS; BEING A PORTION OF A CERTAIN CALLED 5.112 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED TO CARMA PASO ROBLES, LLC OF RECORD IN VOLUME 3395, PAGE 389, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CERTAIN CALLED 160.033 ACRE TRACT DESIGNATED AS TRACT 2 AND DESCRIBED IN THE SPECIAL WARRANTY DEED TO CARMA PASO ROBLES, LLC OF RECORD IN VOLUME 3087, PAGE 318, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS; SAID 0.3673 OF ONE ACRE AS SURVEYED BY LOOMIS PARTNERS, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point of curvature in the northwest right-of-way line of Farm to Market Road No. 2439 (F.M. 2439), 70.00 feet right of the F.M. 2439 centerline station 251+08.90, being a point of curvature in the south line of the said 5.112 acre Carma Paso Robles tract and the north line of a certain called 0.252 acre tract conveyed in the deed to the State of Texas of record in Volume 1768, Page 679, Official Public Records of Hays County Texas, from which a punch on a Texas Department of Transportation Type 2 monument found bears N 42° 51' 56" W a distance of 0.08 feet;

THENCE with the north right-of-way line of F.M. 2439 and the south line of the said 5.112 acre Carma Paso Robles tract and the north line of the said 0.252 acre State of Texas tract, with the arc of a curve to the right having a radius of 2160.65 feet, an arc distance of 78.02 feet and a chord bearing S 44° 27' 42" W a distance of 78.01 feet to a calculated point, 64.79 feet right of F.M. 2439 centerline station 251+89.52, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the north right-of-way line of F.M. 2439 and the south line of the said 5.112 acre Carma Paso Robles tract and the north line of the said 0.252 acre State of Texas tract, with the arc of a curve to the right having a radius of 2160.65 feet, an arc distance of 305.09 feet and a chord bearing S 49° 32' 29" W a distance of 304.84 feet to a Texas Department of Transportation Type 2 brass disc monument found at the southwest corner of the said 0.252 acre State of Texas tract for a point of compound curvature in the north right-of-way line of F.M. 2439, the south line of the said 5.112 acre Carma Paso Robles tract, and the south line of the herein described tract, 40.00 feet right of F.M. 2439 centerline station 255+02.28;

THENCE with the north right-of-way line of F.M. 2439 and the south lines of the said 5.112 acre Carma Paso Robles tract and the said 160.033 acre Carma Paso Robles tract, the following two (2) courses and distances:

1. with the arc of a curve to the right having a radius of 1869.90 feet, and arc distance of 33.54 feet and a chord bearing S 59° 23' 44" W a distance of 33.54 feet to a Texas Department of Transportation Type 1 monument found for a point of tangency in the southeast line of the herein described tract, 40.00 feet right of F.M. 2439 centerline station 255+36.70, and

2. S 59° 54' 32" W, at 113.07 feet pass a 1/2-inch iron pipe found at the southwest corner of the said 5.112 acre Carma Paso Robles tract and the southeast corner of the said 160.033 acre Carma Paso Robles tract, 40.00 feet right of F.M. 2439 centerline station 256+49.79, continuing for a total distance of 463.25 feet to a calculated point for the southwest corner of the herein described tract, 40.00 feet right of F.M. 2439 centerline station 259+99.97, from which a calculated point of curvature in the north right-of-way line of F.M. 2439 and in the south line of the said 160.033 acre Carma Paso Robles tract bears S 59° 54' 32" W a distance of 70.76 feet, 40.00 feet right of F.M. 2439 centerline station 260+70.80, and from said calculated point, the center of a Texas Department of Transportation Type 1 concrete monument found bears N 30° 05' 49" W a distance of 0.12 feet;

THENCE leaving the north right-of-way line of F.M. 2439, crossing the said 160.033 acre Carma Paso Robles tract and the 5.112 acre Carma Paso Robles tract with the west, north and east lines of the herein described tract, the following five (5) courses and distances:

1. N 30° 13' 11" W a distance of 20.00 feet to a calculated point for the northwest corner of the herein described tract, 60.00 feet right of F.M. 2439 centerline station 260+00.02,
2. N 59° 54' 32" E, at 348.93 feet pass a calculated point for a point in the east line of the said 160.033 acre Carma Paso Robles tract and the west line of the said 5.112 acre Carma Paso Robles tract 60.00 feet right of F.M. 2439 centerline station 256+51.08, continuing across the said 5.112 acre Carma Paso Robles tract for a total distance of 463.28 feet to a calculated point of curvature, 60.00 feet right of F.M. 2439 centerline station 255+36.70,
3. with the arc of a curve to the left having a radius of 1849.90 feet, an arc distance of 32.27 feet and a chord bearing N 59° 24' 36" E a distance of 32.27 feet to a calculated point of compound curvature, 60.00 feet right of F.M. 2439 centerline station 255+03.24,
4. with the arc of a curve to the left having a radius of 2140.65 feet, an arc distance of 302.78 feet and a chord bearing N 49° 30' 35" E a distance of 302.53 feet to a calculated point for the northeast corner of the herein described tract, 84.84 feet right of F.M. 2439 centerline station 251+89.49, and
5. S 40° 24' 11" E a distance of 20.05 feet to the **POINT OF BEGINNING** and containing 0.3673 of one acre (16,001 Sq. Ft.) of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone (4204), NAD83, Grid.

LOOMIS WORD FILE: FN1399(en)

0.3673 Ac. (16,001 Square Feet)
Edward Burleson Survey No. 18, Abstract No. 63
Hays County, Texas

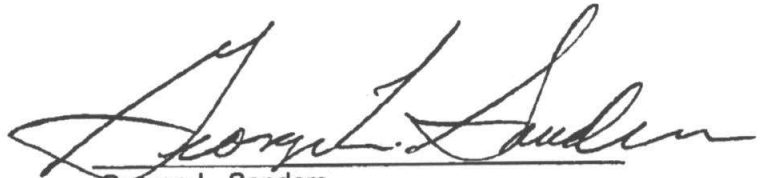
Loomis Job No. 120606
FN1399(en)
Page 3 of 6

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, George L. Sanders, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of July and August 2012, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 16TH of November, 2012 A.D.

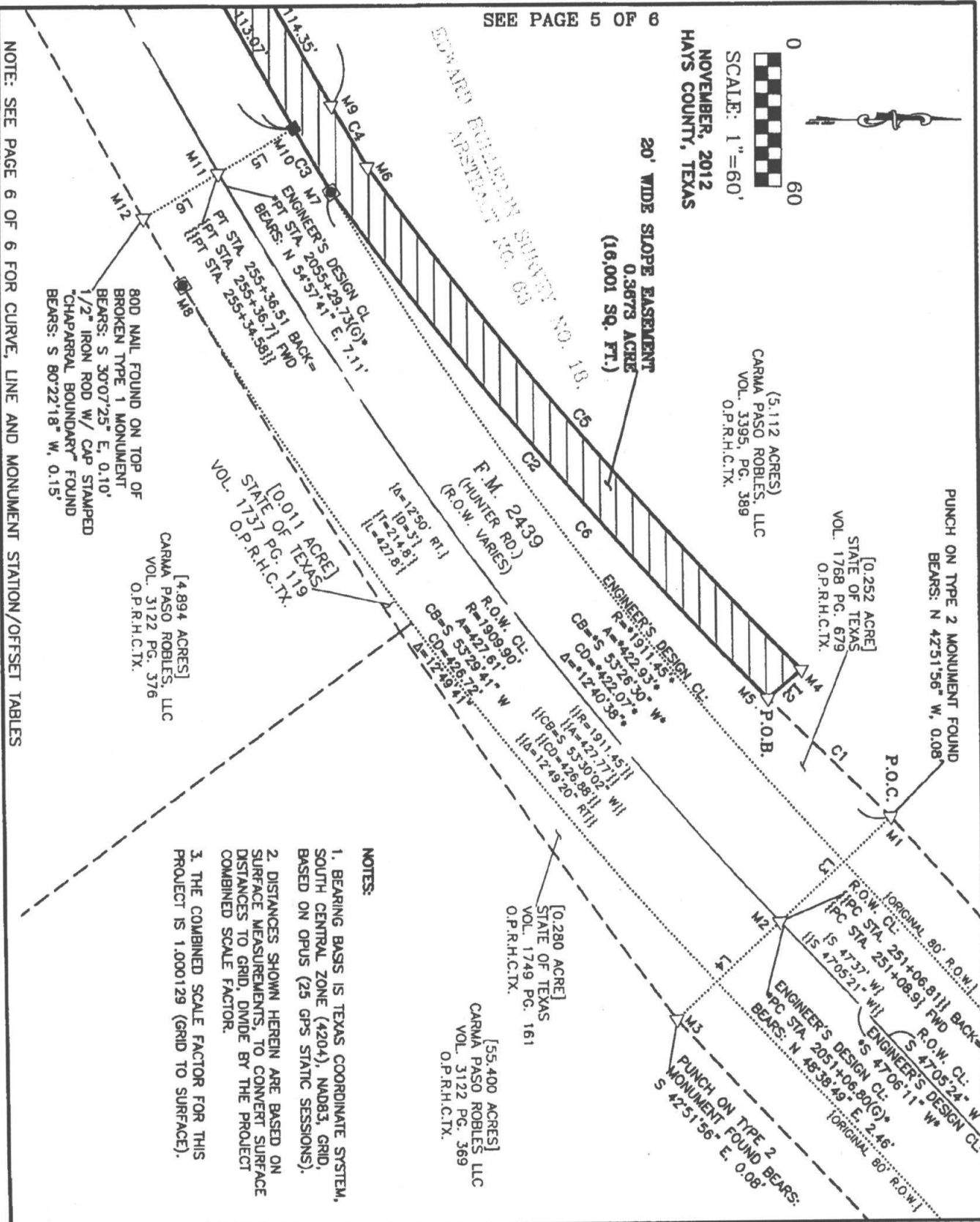
Loomis Partners, Inc.
Austin, Texas 78746


George L. Sanders
Registered Professional Land Surveyor No. 1838
State of Texas



NOVEMBER, 2012
HAYS COUNTY, TEXAS

SCALE: 1"=60'



NOTE: SEE PAGE 6 OF 6 FOR CURVE, LINE AND MONUMENT STATION/OFFSET TABLES

- NOTES:**
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83, GRID, BASED ON OPUS (25 GPS STATIC SESSIONS).
 2. DISTANCES SHOWN HEREIN ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, DIVIDE BY THE PROJECT COMBINED SCALE FACTOR.
 3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000129 (GRID TO SURFACE).

LOOMIS PARTNERS
 ■ ENGINEERING ■ LAND SURVEYING ■ ENVIRONMENTAL CONSULTING ■
 3101 Bee Cave Road, Suite 100 ■ Austin, Texas 78746
 [TEL] 512.327.1180 ■ [FAX] 512.327.4062 ■ www.loomis-partners.com

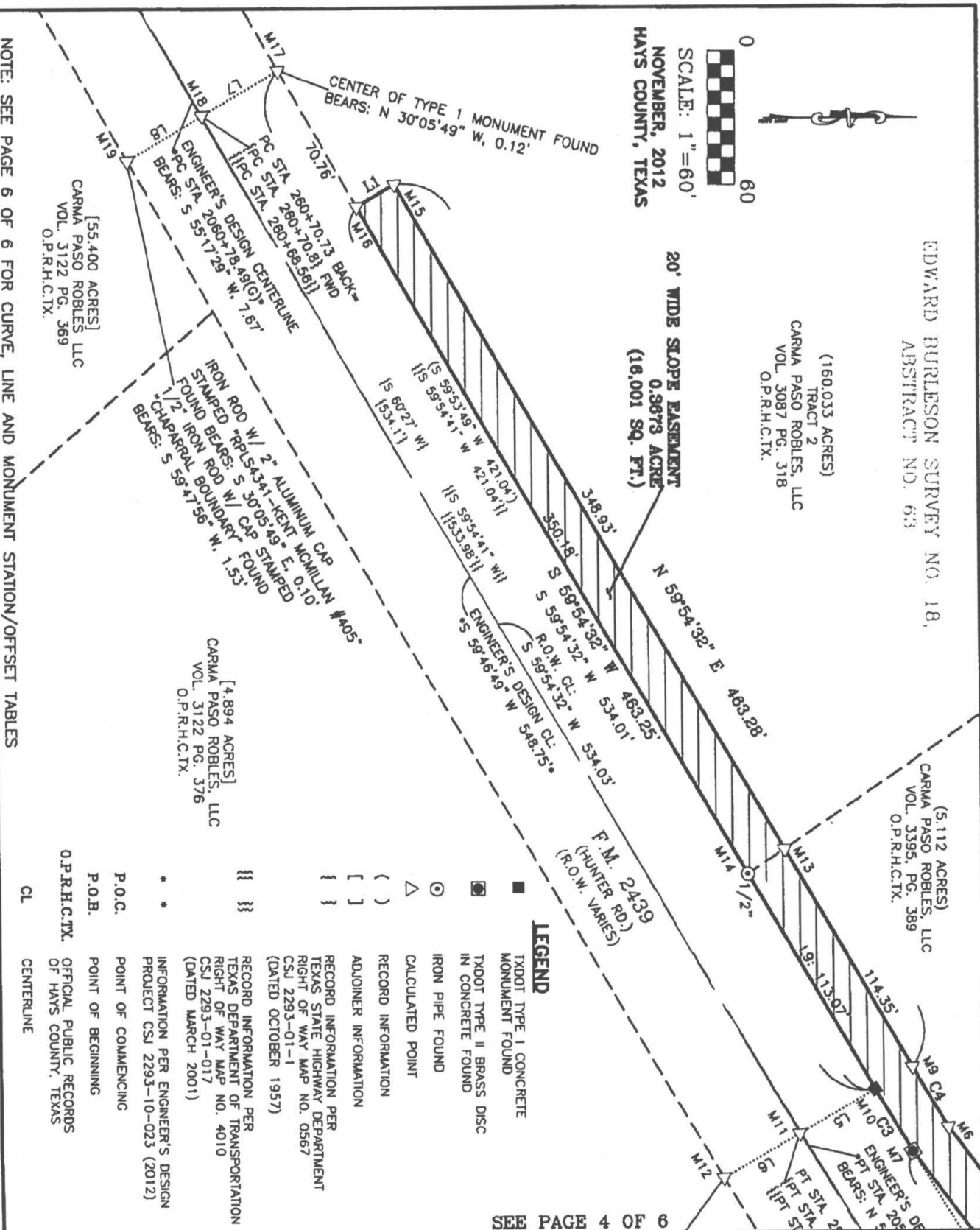
**SKETCH TO ACCOMPANY
FIELD NOTES FN1399**
 PAGE 4 OF 6

EDWARD BURLINSON SURVEY NO. 18,
ABSTRACT NO. 63

(5.112 ACRES)
CARMA PASO ROBLES, LLC
VOL. 3395, PG. 389
O.P.R.H.C.TX.

(160.033 ACRES)
TRACT 2
CARMA PASO ROBLES, LLC
VOL. 3087 PG. 318
O.P.R.H.C.TX.

SCALE: 1"=60'
NOVEMBER, 2012
HAYS COUNTY, TEXAS



NOTE: SEE PAGE 6 OF 6 FOR CURVE, LINE AND MONUMENT STATION/OFFSET TABLES

(55.400 ACRES)
CARMA PASO ROBLES, LLC
VOL. 3122 PG. 369
O.P.R.H.C.TX.

IRON ROD W/ 2" ALUMINUM CAP
STAMPED RPLS-A341-KENT MCMILLAN #405
FOUND BEARS: S 30°05'49" E, 0.10
1/2" IRON ROD W/ CAP STAMPED
"CHAPARRAL BOUNDARY" FOUND
BEARS: S 59°47'56" W, 1.53'

(4.894 ACRES)
CARMA PASO ROBLES, LLC
VOL. 3122 PG. 376
O.P.R.H.C.TX.

SEE PAGE 4 OF 6

- { } RECORD INFORMATION PER TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NO. 0567 (DATED OCTOBER 1957)
- { } RECORD INFORMATION PER TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NO. 4010 CSJ 2293-01-017 (DATED MARCH 2001)
- * * INFORMATION PER ENGINEER'S DESIGN PROJECT CSJ 2293-10-023 (2012)
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- CL CENTERLINE

LEGEND

- TPOOT TYPE I CONCRETE MONUMENT FOUND
- TPOOT TYPE II BRASS DISC IN CONCRETE FOUND
- IRON PIPE FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION
- [] ADJOINER INFORMATION
- { } RECORD INFORMATION PER TEXAS STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP NO. 0567 (DATED OCTOBER 1957)
- { } RECORD INFORMATION PER TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NO. 0567 (DATED OCTOBER 1957)
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**SKETCH TO ACCOMPANY
FIELD NOTES FN1399**
 PAGE 5 OF 8

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2160.65'	78.02'	S 44°27'42" W	78.01'
C2	2160.65'	305.09'	S 49°32'29" W	304.84'
C3	1869.90'	33.54'	S 59°23'44" W	33.54'
	(1870.08')	(33.69')	(S 59°31'17" W)	(33.69')
	1871.45'	33.81'	S 59°23'58" W	33.81'
C4	1849.90'	32.27'	N 59°24'36" E	32.27'
C5	2140.65'	302.78'	N 49°30'35" E	302.53'
C6	2160.65'	383.11'	S 48°30'25" W	382.61'
	(2160.65')	(383.04')	(S 48°29'42" W)	(382.54')
	2160.65'	382.92'	N 48°30'25" E	382.42'

LINE #	BEARING	LENGTH
L1	N 30°13'11" W	20.00'
L2	S 40°24'11" E	20.05'
L3	N 42°51'56" W	70.00'
L4	S 42°51'56" E	65.00'
L5	N 30°07'25" W	40.00'
L6	S 30°07'25" E	40.00'
L7	N 30°05'49" W	40.00'
L8	S 30°05'49" E	40.00'
L9	S 59°54'32" W	113.07'
	(S 59°53'31" W)	(112.98')
	S 59°54'41" W	112.94'

BOUNDARY CORNER AND R.O.W. POINTS

POINT ID	R.O.W. CENTERLINE		ENGINEER'S DESIGN CENTERLINE	
	STATION	OFFSET	STATION	OFFSET
M1	251+08.90	70.00 RT.	2051+09.32	70.06 RT.
M2	251+08.90	0.00	2051+09.26	0.06 RT.
M3	251+08.90	65.00 LT.	2051+09.22	64.94 LT.
M4	251+89.49	84.84 RT.	2051+90.00	84.77 RT.
M5	251+89.52	64.79 RT.	2051+90.00	64.72 RT.
M6	255+03.24	60.00 RT.	2055+03.64	59.44 RT.
M7	255+02.28	40.00 RT.	2055+02.65	39.44 RT.
M8	255+01.72	40.00 LT.	2055+01.98	40.56 LT.
M9	255+36.70	60.00 RT.	2055+36.71	59.40 RT.
M10	255+36.70	40.00 RT.	2055+36.75	39.40 RT.
M11	255+36.70	0.00	2055+36.82	0.60 LT.
M12	255+36.70	40.00 LT.	2055+36.88	40.60 LT.
M13	256+51.08	60.00 RT.	2056+51.06	59.66 RT.
M14	256+49.79	40.00 RT.	2056+49.82	39.66 RT.
M15	260+00.02	60.00 RT.	2060+00.00	60.44 RT.
M16	259+99.97	40.00 RT.	2060+00.00	40.44 RT.
M17	260+70.80	40.00 RT.	2060+70.75	40.60 RT.
M18	260+70.80	0.00	2060+70.84	0.60 RT.
M19	260+70.80	40.00 LT.	2060+70.92	39.40 LT.



LOOMIS PARTNERS

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 3101 Bee Cave Road, Suite 100 ■ Austin, Texas 78748
 (TEL) 512.327.1180 ■ (FAX) 512.327.4062 ■ www.loomis-partners.com

**SKETCH TO ACCOMPANY
 FIELD NOTES FN1399**

439 2011 Easement.dgn



SCALE: 1"=100'
0 50 100

PRELIMINARY - 60%
Submitted for Interim
review to the
City of Houston
P.E. No. 106091
DATE: NOVEMBER 2012. It is
not to be used for
construction, bidding or
permit purposes.

**FM 2439
PROPOSED
EASEMENT
VICINITY MAP**

SCALE 1"=100'

SHEET 1 OF 1

KLING STUBBINS

11000 Katy Freeway, Suite 200
Houston, Texas 77058
Tel: 281.416.2000 Fax: 281.416.2001
www.klingstubbins.com

City of Houston Department of Transportation

PROJECT NO.	0571.005.000	1
CITY	HOUSTON	
STATE	TEXAS	AUS
DATE	10	023
PROJECT NAME	FM 2439	



EXHIBIT B

