

Agenda of Regular Meeting

The Board of Trustees Seguin ISD

A Regular Meeting of the Board of Trustees of Seguin ISD will be held June 18, 2024, beginning at 6:30 PM in the Board Room, 1221 E Kingsbury, Seguin, TX 78155.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. **Call to Order**
 - A. Announcement that this meeting of the Seguin Independent School District has been duly called and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.
 - B. Pledges to the United States Flag and Texas Flag. Moment of silence.
 - C. Superintendent Announcements
 - D. Board Member Reports
2. **Recognition/Campus Presentations**
 - A. Student/Staff/Board/Community Recognition 4
3. **Audience with the Board**

The Seguin ISD Board of Trustees designates a time for audience participation at the beginning of each meeting to hear persons who desire to make comments. In accordance with Board Policy BED(Local):

 - A. those wishing to speak shall sign up before the meeting begins stating the concern or noting the agenda item they wish to address; audience participation is limited to five minutes; the Board shall not deliberate any subject that is not on the posted agenda.
4. **Reports/Information Items:**
 - A. Introduction of Newly Appointed Administrators 5
 - B. Notice of Intent to Apply for Federal Grants 6
5. **Closed Session:** Board will adjourn into closed session pursuant to the following sections of the Texas Open Meetings Act
 - A. Pursuant to Texas Government Code Section §§§ 551.071, 551.074, 551.129 - Consultation with legal counsel including possible telephone consultation with legal counsel, as necessary, to address legal concerns, implications, and answer any legal questions regarding posted agenda items.
 - B. Pursuant to Texas Government Code Section § 551.074 - Discuss personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a employee(s).

- C. Pursuant to Texas Government Code Section § 551.072 - Discuss the sale, purchase, exchange, lease, or value of real property.
- 6. **Reconvene to Open Meeting**, the Board will take appropriate action on items, if necessary, as discussed in Closed Session
 - A. Possible action on professional personnel, including appointment, employment, evaluation, assignment, duties, discipline or dismissal of a public employee(s).
- 7. **Consent Agenda Items - Consider and Possible Approval as Applicable**
 Policy BE (Local) states that the consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. All such items shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote as applicable.
 - A. Approval of Board Minutes of Regular Meeting - May 21, 2024, and Team of 8 Training - May 22, 2024. 9
 - B. Approval of Tax Collection Reports for May 2024 20
 - C. Approval of Proposed Budget Amendments & Financial Statements for April 2024 21
 - D. Approval of Donations Received May 2024 29
 - E. Approval of Agreement with Texas Association of School Boards for Workers' Compensation Coverage and Property, Liability, and Fleet Insurance for the period July 1, 2024, through June 30, 2025 31
 - F. Approval of District-Wide Vehicle Maintenance, Parts, And Services (RFP #: 24-01) 32
 - G. Approval of District-Wide Plumbing Systems Maintenance, Equipment, Parts, And Services (RFP #: 24-02) 34
 - H. Approval of District-Wide HVAC Systems Maintenance, Equipment, Parts, & Services (RFP #: 24-03) 36
 - I. Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, And Services (RFP #: 24-04) 38
 - J. Approval of District-Wide Special Education Services (RFP #: 24-05) 40
 - K. Approval of District-Wide Student Accident and Athletic Insurance (RFP #: 24-12) 42
 - L. ESC XX Annual Commitment Forms 44
 - M. Information Regarding Purchases Through the BuyBoard Purchasing Cooperative for a total cost of \$67,171 45
 - N. Information Regarding Purchases Through the TIPS Purchasing Cooperative for a total cost of \$176,000 46
 - O. Personnel Information - Professional Employees 47
 - P. Acknowledge Public Information Act Requests May-June 2024 50
- 8. **Action Items**
 - A. Adoption of 2024-25 Budgets for the General Operating Fund, Child Nutrition Fund, and Debt Service Fund 52

B. Consideration and Take Possible Action to Approve Granting of Easements and Approval of Purchase Agreement for City of Seguin Water Distribution Line Easements Located at 1231 East Kingsbury Street, Seguin, Texas, 78155	55
C. Consideration and Take Possible Action to Approve Delegating Authority to the Chief Financial Officer, Elizabeth Oaks, to Execute Any and All Necessary Documentation to Grant A Right Of Way Easement at Real Property Located at 1329 Ilka Road, Seguin, Texas	245
D. Discussion and Possible Approval to Initiate the Process to Call a Special Election in Relation to the Tax Rate Including, But Not Limited to, Engaging with District's Independent Auditors to Perform an Efficiency Audit	251
9. Board Comments and Request	
10. Adjourn	

RECOGNITION ITEM: Student/Staff/Board/Community Recognition

RECOMMENDATION: That the Board of Trustees recognizes positive student- and staff-based accomplishments, as well as those of community partners and trustees, during a board meeting setting in order to be apprised of the many successes that contribute to a nurturing, academic environment in Seguin ISD schools.

- **Barnes Middle School Destination Imagination Team Global competitors**
- **Superintendent’s Apple Award**

RATIONALE: The purpose of this presentation is to recognize the performance and effort put forth daily by Seguin ISD students, trustees, staff, campus administrators and community partners.

REFERENCE and COMPLIANCE: BJA (LOCAL) 1. h. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.

BJA (LOCAL) 2. m. Encourage, oversee, and participate in staff recognition and support activities.

PAPERWORK IMPACT: None

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: None

RESOURCE PERSONNEL: Dr. Veronica Vijil, Superintendent

Submitted by: _____ Date Submitted: 06/18/24
(Signature) Veronica Vijil
(Name) Dr. Veronica Vijil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

INFORMATION ITEM: **Introduction of Newly Appointed Administrators**

RECOMMENDATION: The Board acknowledges the newly appointed 2024-2025 Administrative Hire.

RATIONALE: Strategic Priority #4: Create a Thriving Learning Community

REFERENCE & COMPLIANCE: DCB (LOCAL), Contracts

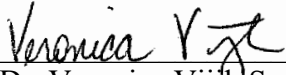
BUDGET IMPACT/ INFORMATION: None

PAPERWORK IMPACT: None

EXHIBITS: None

RESOURCE PERSONNEL: Joel S. Treviño, Chief Human Resources Officer

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)


Dr. Veronica Viji Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 06/18/24

INFORMATION ITEM: **Notice of Intent to Apply for Federal Grants**

RECOMMENDATION: That the Board of Trustees receives notice on the intent to apply for the following federal grants for the 2024-2025 school year:
2024-25 ESSA Consolidated Grant
2024-25 Perkins V: Strengthening CTE
2024-25 Special Education Consolidated Grant

RATIONALE: The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District’s website.

REFERENCE and COMPLIANCE: CB (LOCAL)
Strategic Goal 7: 80% Students in A or B campus

PAPERWORK IMPACT: Minimal

BUDGET IMPACT/ INFORMATION: Planning amounts posted on TEA’s Entitlement webpage

EXHIBITS: Presentation: Seguin ISD Intent to Apply for Federal Grants

RESOURCE PERSONNEL: Cynthia Borden, Director of Federal and State Accountability
Halcy Dean, Director of Special Education

Submitted by: _____ Date Submitted: 06/18/24
(Signature) *Veronica Vijil*
(Name) Dr. Veronica Vijil, Interim Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

Notice to Apply for Federal Grants



CB (LOCAL): The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Grant	Purpose	Planning Amount
Title I, Part A	Improving Basic Programs.	\$1,975,935
Title I, Part D	Support for at-risk students detained in locally operated correctional facilities to meet state academic standards.	\$89,618
Title II, Part A	Support effective instruction by improving teacher and principal quality.	\$305,844
Title III, Part A	Support to improve language acquisition for Emergent Bilingual students.	\$94,673
Title IV, Part A	Support students through well-rounded educational activities.	\$143,385
IDEA B	Support for students receiving Special Education services.	\$1,586,123
IDEA B Preschool	Support for Preschool students receiving Special Education services.	\$32,139
Perkins V	Strengthening Career and Technical Education programs.	\$89,226

Minutes of Regular Meeting

The Board of Trustees

Seguin ISD

A regular board meeting of the Board of Trustees of Seguin ISD was held Tuesday, May 21, 2024, beginning at 6:30 PM in the Board Room, 1221 E. Kingsbury, Seguin, Texas.

Present: Ben Amador, Joshua Bright, Denise Crettenden, Linda Duncan, Alejandro R. Guerra, Carl Jenkins, Grace Mueller, and Dr. Veronica Vijil, Superintendent

Absent:

Also Present: Nikki Bittings, Chief Student Services Officer; Steve Gonzalez, Chief Technology Officer; Dr. Samuel Hogue, Deputy Superintendent; Monica Lyons, Chief Academic Officer; Elizabeth Oaks, Chief Financial Officer; Joel Trevino, Chief Human Resources Officer; Dr. Cristobal Saldana, Seguin High School Associate Principal; Marc Telles, Director of Fine Arts; Annaliza Rangel, Patlan Elementary School Principal; Jason Mummert, Director of School Leadership; Bill Lewis, with Visual Techniques, Inc.; Hudson Huff with Zonda Educator; Nancy Ramirez, Superintendent Secretary and Media.

1. Call to Order

A. Mr. Guerra called the meeting to order at 6:32 p.m. and a quorum was established. The meeting of the Seguin ISD has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.

B. The pledges were led by Caylee Dwyer, a fifth-grade student, from Koennecke Elementary School, followed by a moment of silence. Mr. Guerra asked the Matador Family and Community to keep Mr. Alaniz's family in their prayers.

C. Superintendent Announcements:

Dr. Vijil provided the board and community with highlights, upcoming key dates, and event information since the last board meeting, which included recognizing staff and student achievements and successes from across the district. She also thanked everyone for a great 2023-2024 school year and wished everyone a safe and restful summer.

D. Board Member Reports:

The Board provided updates and information on recent activities, meetings, conferences, and school events they have participated in or attended.

2. Recognition/Campus Presentations

A. Student/Staff/Board/Community Recognition

The Board of Trustees recognized the following students and staff for their outstanding accomplishments:

- **Superintendent's Students of the Month from Rodriguez ES, Patlan ES, Barnes MS, and Seguin High School**

Dr. Vijil was honored to recognize Madyson Kiel, third-grade student at Rodriguez Elementary School; Avalynn Tovar, fifth grader at Patlan Elementary School; Donovan Soto, eighth grade student at Barnes Middle School; and Brooklyn Mosher, tenth-

grade student at Seguin High School, for going above and beyond as leaders and exceptional students in and out of the classroom. They are both excellent role models working hard to achieve their goals while assisting their peers.

- **Superintendent's Student Advisory Team**

Dr. Vijil recognized the students from the Superintendent's Student Advisory Team for their hard work and participation during the 2023-2024 school year.

- **Seguin High School Spring 2024 Associate Degree recipients**

Dr. Vijil was honored to recognize the Seguin High School students in the Early College High School program. These students will graduate with their associate's degree, having earned the requisite college credits during their four years as Seguin High School students.

- **Seguin High School 2024 UIL 5A State Track & Field Championship Meet competitors**

Dr. Vijil was honored to recognize the student-athletes who competed in the 2024 UIL 5A State Track & Field Championship Meet held in Austin earlier this month.

Daisha Shular: Long Jump 7th place and 100M dash 8th place

Nik Henry: 100M dash 5th place

Ocean Moreno, Nik Henry, Kayden Holz, Sammy Bode, and Alternate: Colton Saengerhausen: 4x200M 6th place

Ocean Moreno, Nik Henry, Kayden Holz, Elliot Weaver, and Alternate: Colton Saengerhausen: 4x100M 3rd place

- **Seguin High School Esports Team participated in the State Meet**

Dr. Vijil was honored to recognize Mason Chandler, Kolton Chesser, Adrian Martinez, Sebastian Cimental, Emmitt Primm, Luke Morales and Isaiah Martinez for competing against 110 Texas high schools in the Texas Undisputed Esports State Championships held in San Antonio earlier this month.

- **Best Communities for Music Education Award**

Dr. Vijil was honored to recognize the Seguin ISD music educators for earning the coveted Best Communities Music Education Award for the sixth consecutive year.

- **Superintendent's Award**

Dr. Vijil was honored to recognize Jacob Galvan, Director of Child Nutrition, as the May recipient of the Superintendent's Leadership Apple Award for going above and beyond daily duties to cultivate, inspire, and empower his colleagues, students and Seguin ISD community.

B. Campus Highlight

The presentation was provided courtesy of Patlan Elementary School. Ms. Rangel, the principal, and her staff shared information highlighting their writing initiative, Write Stuff. The campus has fostered a culture of writing and continuous improvement that empowers students to become better writers.

3. Audience with the Board

No one signed up to address the Board.

4. Reports/Information Items:

A. Demographic Study Presented by Zonda Education

The Board of Trustees received information regarding the demographic study performed by Zonda Education. Seguin ISD hired consultants to perform an updated demographic study to aid in planning specifically to aid in budget and facility planning.

B. Seguin ISD Bond Construction Update

The Board of Trustees received an update from Mr. Lewis on current bond projects, progress, and related projects.

C. Seguin ISD 24-25 Budget Update

The Board of Trustees received an update from Ms. Oaks on current budget.

D. Seguin Independent School District Annual Financial Audit Services Transition

The Board of Trustees was informed that Belt Harris Pechacek, LLLP is currently engaged to perform audit services for Seguin ISD and are formally transitioning the engagement over to Crowe with the execution of an engagement letter with Crowe.

E. Seguin ISD Leadership Pipeline and Strategic Plan 2027 Update

The Board of Trustees received an update from Mr. Gonzalez, Mr. Mummert and Dr. Hogue on our progress year-to-date in collaboration with Holdsworth partnership, specifically concerning the Seguin ISD Leadership Pipeline and Strategic Plan 2027.

The Board recessed from 8:53 p.m. until 9:02 p.m.

5. Closed Meeting –The Board went into a closed session at 9:03 p.m.

A. Pursuant to Texas Government Code Section §§ 551.071, 551.074, 551.129 - Consultation with legal counsel including possible telephone consultation with legal counsel, as necessary, to address legal concerns, implications, and answer any legal questions regarding posted agenda items.

1. Safety Audit Findings (closed session)

B. Pursuant to Texas Government Code Section § 551.074 - Discuss personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline or dismissal of an employee(s).

C. Pursuant to Texas Government Code Section § 551.072 - Discuss the sale, purchase, exchange, lease, or value of real property.

6. Reconvene to Open Meeting: The Board reconvened at 10:09 p.m.

A. Possible action to approve professional personnel, including appointment, employment, evaluation, assignment, duties, discipline, or dismissal of employee(s). The Board did not take action on this item. No action was taken.

7. Consent Agenda Items – Consider and Possible Approval:

A. Approval of Board Minutes for:

Regular Meeting, April 23, 2024
Special Meeting, May 1, 2024
Special Meeting, May 8, 2024

B. Approval of Tax Collection Reports for April 2024

The Board of Trustees approved the Guadalupe County Tax Office Monthly Recap from Daryl John, Guadalupe County Tax Assessor-Collector for April, 2024. The Texas Property Tax Code requires the collector of taxes for a taxing unit prepare a written report of tax collections made for the preceding month. The Guadalupe County Tax Assessor-Collector collects ad valorem taxes for the District.

C. Approval of Proposed Budget Amendments & Financial Statements for March 2024

The Board of Trustees approved the proposed budget amendments and financial statements for the General Fund, Child Nutrition Fund, and Debt Service Fund as of March 31, 2024.

D. Approval of Donations Received April 2024

The Board of Trustees approved the donations received by the District during the month of April 2024 in the amount of \$4,400.00 from various business and individuals. District Board policy CDC (Local) states "...any (unsolicited) gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval."

E. Approval of District-Wide Plumbing Systems Maintenance, Equipment, Parts, and Services (RFP #: 24-02)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Plumbing Systems Maintenance, Equipment, Parts, and Services. A Request for Proposals (RFP#: 24-02) was issued on June 5, 2023, for Plumbing Systems Maintenance, Equipment, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the two responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Mark's Plumbing Parts and Way Mechanical. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

F. Approval of District-Wide HVAC Systems Maintenance, Equipment, Parts, and Services (RFP #: 24-03)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for HVAC Systems Maintenance, Equipment, Parts, and Services. A Request for Proposals (RFP#: 24-03) was issued on June 5, 2023, for HVAC Systems Maintenance, Equipment, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the one response received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Way Mechanical. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

G. Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, and Services (RFP #: 24-04)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Facilities Maintenance, Electrical Equipment, Parts, and Services. A

Request for Proposals (RFP#: 24-04) was issued on June 5, 2023 for Facilities Maintenance, Electrical, Parts and Services. The bid was competitively solicited in compliance with Board Policy. Of the six responses received, all met the RFP requirements. With approval from the Board of Trustees, the respondents listed in the Exhibit will be added to the list of approved vendors for this RFP. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

H. Approval of District-Wide Special Education Services (RFP #: 24-05)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Special Education Services. A Request for Proposals (RFP#: 24-05) was issued on June 5, 2023 for Special Education Services. The bid was competitively solicited in compliance with Board Policy. Of the one response received, all met the RFP requirements. With approval from the Board of Trustees, the respondent will be added to the list of approved vendors for this RFP: Holly Long. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

I. Approval of District-Wide Educational Consulting Services (RFP #: 24-06)

The Board of Trustees approved to contract with each of the recommended respondents, as reflected in the exhibit, for Educational Consulting Services. A Request for Proposals (RFP#: 24-06) was issued on April 15, 2024 for Educational Consulting Services. The bid was competitively solicited in compliance with Board Policy. Of the three responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Mind Rise, Great Minds, and Cheryl Parrish. The list of previously approved vendors is available on the Bids page of the District website. All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

J. Approval of District-Wide Waste Removal Services (RFP #: 24-11)

The Board of Trustees approved to contract with Tiger Sanitation, LLC for Waste Removal Services at a cost of \$15,357 per month for a three-year term. A Request for Proposals (RFP#: 24-11) was issued on April 15, 2024 for Waste Removal Services. The bid was competitively solicited in compliance with Board Policy. Of the one response received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Tiger Sanitation.

K. Seguin Independent School District Purchasing Cooperative Management Fees Report 2023-2024

The Board of Trustees were informed that Seguin ISD has membership, and has paid any associated management fees, to purchasing cooperatives as indicated in the exhibit.

M. Information Regarding Purchases Through the DIR Purchasing Cooperative for a total cost of \$167,495

The Board of Trustees received information regarding the purchases made through the DIR Purchasing Cooperative: *GTS Technology Solutions, Inc.: Reference #DIR-TSO-3763 Dell Branded Products and #DIR_TSO-4179 Google Chrome Management Software, SAS, and Related Services - \$167,495.

N. Information Regarding Purchases Through the TIPS Purchasing Cooperative for a total cost of \$77,016

The Board of Trustees received information regarding the purchases through the TIPS Purchasing Cooperative: *Computer Solutions: Reference #230105, Technology Solutions, Products, and Services - \$77,016.

P. Acknowledge Public Information Act Requests April-May 2024

The Board of Trustees received information regarding the Public Information Act requests received since April 11, 2024. The purpose of this agenda item is to keep trustees apprised of the District's Public Information Program.

Mr. Bright moved, seconded by Mrs. Mueller to approve the Consent Action Items:

A. Approval of Board Minutes for:

Regular Meeting, April 23, 2024

Special Meeting, May 1, 2024

Special Meeting, May 8, 2024

B. Approval of Tax Collection Reports for April 2024

C. Approval of Proposed Budget Amendments & Financial Statements for March 2024

D. Approval of Donations Received April 2024

E. Approval of District-Wide Plumbing Systems Maintenance, Equipment, Parts, and Services (RFP #: 24-02)

F. Approval of District-Wide HVAC Systems Maintenance, Equipment, Parts, and Services (RFP #: 24-03)

G. Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, and Services (RFP #: 24-04)

H. Approval of District-Wide Special Education Services (RFP #: 24-05)

I. Approval of District-Wide Educational Consulting Services (RFP #: 24-06)

J. Approval of District-Wide Waste Removal Services (RFP #: 24-11)

K. Seguin Independent School District Purchasing Cooperative Management Fees Report 2023-2024

M. Information Regarding Purchases Through the DIR Purchasing Cooperative for a total cost of \$167,495

N. Information Regarding Purchases Through the TIPS Purchasing Cooperative for a total cost of \$77,016

P. Acknowledge Public Information Act Requests April-May 2024

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins, and Mueller

Nays: None

Mr. Crettenden requested Consent Agenda Items L. and O. pulled for further discussion.

L. Information Regarding Seguin ISD's Participation in the ESC XIII Regional Day School Program for the Deaf (RDSPD)

The Board of Trustees received information regarding Seguin ISD's ongoing participation in the ESC XIII Regional Day School Program for the Deaf at an annual cost of \$261,480. The Matador Special Services department desires to continue participation in the ESC XIII Regional Day School Program for the Deaf. This program enables the District to efficiently provide instruction for three (3) hearing impaired students. In addition to instructional services, the program provides these students with diagnostic and evaluation services, as well as, interpreters and equipment required for use by each student.

Mrs. Crettenden moved, seconded by Mr. Bright to approve the information received regarding the district's participation in the ESC XIII Regional Day School Program for the Deaf (RDSPD).

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins, and Mueller

Nays: None

O. Personnel Information – Professional Employees

The Board of Trustees recognized and acknowledged the new professional hires for the 2024-2025 school year and the resignations listed below:

New Hire Elections:

Name	Campus	Effective Date
Cano Jr, Eliseo	Seguin High School	8/5/24
Garcia, Crystal	Rodriguez Elementary	8/5/24
Gutierrez, Mia	Ball Early Childhood Center	8/5/24
Harned, Nicole	Rodriguez Elementary	8/5/24
Lopez, Anthony	Barnes Middle School	8/5/24
Martinez, Sergio	Seguin High School	8/5/24
Nething, Jenna	Rodriguez Elementary	8/5/24
Nutt, Jennifer	Jim Barnes Middle School	8/5/24

* Returning Seguin ISD employee

Resignations:

Cardenas, Jacquelyn, Weinert Elementary, effective 5/28/24

Ms. Cardenas, Kindergarten Teacher, has resigned and elected to retire. Ms. Cardenas has 22 years with Seguin ISD.

Creedle Reynolds, Callier, Seguin High School, effective 5/31/24

Mr. Creedle Reynolds, Social Studies Teacher, has resigned due to other employment.

Mr. Creedle Reynolds has 3 years with Seguin ISD.

Collazo, Catherine, Weinert Elementary, effective 5/31/24

Ms. Collazo, 4th Grade Teacher, has resigned due to other employment. Ms. Collazo has 2 years with Seguin ISD.

Duecker, Natalie, Seguin High School, effective 5/28/24

Ms. Duecker, Science Teacher, has resigned due to other employment. Ms. Duecker has 3 years with Seguin ISD.

Gillette, Kathryn, Jim Barnes Middle School, effective 5/31/24

Ms. Gillette, PE Teacher, has resigned due to family reasons. Ms. Gillette has 2 years with Seguin ISD.

Herrera, Sesciley, Seguin High School, effective 5/31/24

Ms. Herrera, Math Teacher, has resigned due to other employment. Ms. Herrera has 1 year with Seguin ISD.

Dr. Hogue, Samuel, Interim Deputy Superintendent, effective 5/31/24

Dr. Hogue, Interim Deputy Superintendent, has resigned due to the temporary position ending.

Dr. Hogue has 1 year with Seguin ISD.

Long, Amanda, Ball Early Childhood Center, effective 5/31/24

Ms. Long, Special Education Teacher, has resigned due to other employment.

Ms. Long has 1 year with Seguin ISD.

Kennington, Joshua, Seguin High School, effective 4/17/24

Mr. Kennington, Criminal Justice Teacher, has resigned due to other employment.

Mr. Kennington has 2 days with Seguin ISD.

King, Jeanette, Koennecke Elementary, effective 5/31/24

Ms. King, Bilingual Teacher, has resigned due to certification.

Ms. King has 2 years with Seguin ISD.

Lasseter, Cynthia, Learning Leadership and Innovation, effective 4/23/24

Ms. Lasseter, Multilingual Coordinator, has resigned due to family reasons.

Ms. Lasseter has 3 years with Seguin ISD.

Leal, San Juana, Seguin High School, effective 5/31/24

Ms. Leal, Spanish Teacher, has resigned due to relocation.

Ms. Leal has 20 years with Seguin ISD.

McDaniel, James, Seguin High School, effective 5/31/24

Mr. McDaniel, Social Studies Teacher, has resigned and elected to retire.

Mr. McDaniel has 1 year with Seguin ISD.

Moore, Jordan, Weinert Elementary, effective 5/31/24

Ms. Moore, 1st Grade Teacher, has resigned due to relocation.

Ms. Moore has 3 years with Seguin ISD.

Ogrin, Jessica, Seguin High School, effective 5/31/24

Ms. Ogrin, Science Teacher, has resigned due to other employment.

Ms. Ogrin has 4 years with Seguin ISD.

Perez, Daniel, Jim Barnes Middle School, effective 5/31/24

Mr. Perez, Special Education Teacher, has resigned due to relocation.

Mr. Perez has 2 years with Seguin ISD.

Reyes, Sandra, Student Services, effective 6/28/24

Ms. Reyes, Coordinator, has resigned and elected to retire.

Ms. Reyes has 3 years with Seguin ISD.

Roddam, Sarah, Jefferson Elementary, effective 5/31/24

Ms. Roddam, Teacher, has resigned due to other employment.

Ms. Roddam has 3 years with Seguin ISD.

Rodriguez, Kimberly, Koennecke Elementary, effective 5/31/24

Ms. Rodriguez, Bilingual Teacher, has resigned due to certification.

Ms. Rodriguez has 1 year with Seguin ISD.

Romo, Adriana, Koennecke Elementary, effective 5/31/24

Ms. Romo, 3rd Grade Dual Language Teacher, has resigned due to certification.

Ms. Romo has 1 year with Seguin ISD.

Rosales, Hector, Seguin High School, effective 5/31/24

Mr. Rosales, Social Studies Teacher, has resigned due to other employment.

Mr. Rosales has 4 years with Seguin ISD.

Steinkamp, Dori, Rodriguez Elementary School, effective 5/24/24

Ms. Steinkamp, Special Education Teacher, has resigned due to work conflict.

Ms. Steinkamp has 1 year with Seguin ISD.

Wood, Whitney, Jim Barnes Middle School, effective 5/31/24

Ms. Wood, Math Department Lead and Teacher, has resigned due to relocation.

Ms. Wood has 1 year with Seguin ISD.

Mr. Amador moved, seconded by Ms. Duncan to recognize and acknowledge the new professional hires for the 2024-2025 school year and the resignations listed.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins, and Mueller

Nays: None

8. Action Items

A. Approval of Proposed Revisions to DEC (LOCAL) Board Policy

Mr. Jenkins moved, seconded by Ms. Duncan, to approve revisions to board policy DEC (LOCAL) regarding the payment for accumulated leave upon retirement. Realignment with surrounding school districts in regards to payment of unused local leave upon retirement. Local leave is provided by school districts in the state of Texas. The Board has already established a rate of \$75 for this purpose.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins, and Mueller

Nays: None

B. Deliberation and Possible Action on a Resolution Relating to Establishing the District's Intention to Reimburse Itself for the Prior Lawful Expenditures from Bond Proceeds and Other Matters in Connection Therewith

Ms. Duncan moved, seconded by Mr. Bright, to approve the attached resolution approving Seguin Independent School District to reimburse itself for the prior lawful expenditure of funds in furtherance of acquiring, constructing, equipping and improving school facilities from the proceeds of one or more series tax-exempt obligations to be issued by the district for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date. This resolution will allow the district to reimburse the general fund in the event that a May bond election occurs and passes to fund prior capital projects. Specifically the overage of the Baseball / Softball field, welding shop upgrades, and any other capital expenditures paid for this day forward or 60 days prior to the passing of this resolution.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins, and Mueller

Nays: None

9. Board Comments and Request

Mr. Jenkins informed the Board he will not be able to attend the June meeting.

Mr. Bright informed the Board he will not be able to attend the June and July meetings.

Mrs. Crettenden mentioned she would like to hold board member events to allow constituents the opportunity to meet with board members.

All prior Board requests have been addressed.

10. Adjourn

Mr. Amador moved, seconded by Mrs. Crettenden, to adjourn the meeting. The meeting adjourned at 10:38 p.m.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins, and Mueller

Nays: None

Secretary/June 18, 2024

President/June 18, 2024

Minutes of Team of 8 Training

The Board of Trustees

Seguin ISD

A Team of 8 Training of the Board of Trustees of Seguin ISD was held Wednesday, May 22, 2024, beginning at 6:30 p.m. in the Board Room, 1221 E. Kingsbury, Seguin, Texas.

Present: Ben Amador, Joshua Bright, Denise Crettenden, Linda Duncan, Alejandro R. Guerra, Carl Jenkins, Grace Mueller and Dr. Veronica Vijil, Superintendent

Absent:

Also Present: Nikki Bittings, Chief Student Services Officer; Jodi Duron, MoakCasey LLC. Consultant; Lloyd Verstuyft, ESC Region 20 Consultant, and Nancy Ramirez, Superintendent Secretary.

1. Call to Order

- A. Mr. Guerra called the Team of 8 Training to order at 6:36 p.m. and a quorum was established.
- B. The meeting of the Seguin ISD has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Section 551.043 of the Texas Government Code.
- C. The pledges were led by Mr. Jenkins, followed by a moment of silence.

2. Audience with the Board

No one signed up to address the Board.

3. Team of 8 Training: Facilitated by Jodi Duron, MoakCasey, LLC. Consultant

A. Conduct Team Building as required by statute, provided by MoakCasey, LLC.

The Board participated in a Team of 8 Training facilitated by Jodi Duron to become more familiar with management oversight, board duties, roles, and governance.

The Board also reviewed and discussed the board self-evaluations and shared the districts, strengths, weaknesses and opportunities to address challenges and weaknesses.

4. Adjourn

Mr. Bright moved, seconded by Mr. Amador to adjourn the meeting. The meeting adjourned at 8:57 p.m.

Ayes: Amador, Bright, Crettenden, Duncan, Guerra, Jenkins and Mueller

Nays: None

Secretary/June 18, 2024

President/June 18, 2024

ACTION ITEM:

Approval of Tax Collection Reports for May 2024

RECOMMENDATION:

That the Board of Trustees approves the Guadalupe County Tax Office Monthly Recap from Daryl John, Guadalupe County Tax Assessor-Collector for May, 2024.

RATIONALE:

The Texas Property Tax Code requires the collector of taxes for a taxing unit to prepare a written report of tax collections made for the preceding month. The Guadalupe County Tax Assessor-Collector collects ad valorem taxes for the District.

REFERENCE and COMPLIANCE:

BDAF (LEGAL) - Selection and Duties of Chief Tax Official

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

Tax payments are received by direct deposit to the District's accounts at Lone Star Investment Pool. Payments are remitted to the District two days after the County receives them.

Total Tax Collections for the month of May, 2024:

Current	\$	542,520
Delinquent		65,177
Penalty and Interest		80,006
Total Monthly Collections	\$	<u>687,703</u>

Total Tax Collections Year to Date	\$	<u>53,824,976</u>
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Delinquent Tax Levy		3,310,155
Percent Collected through May, 2024		60.90%
Percent of Tax Levy Collected last year		59.82%

EXHIBITS:

None

RESOURCE PERSONNEL:

Elizabeth Oaks, Chief Financial Officer, RTSBA
Sally Eckhart, Budget Coordinator

Submitted by:

(Signature)

(Name)

(Address)

(Telephone)

Veronica Vijil

Date Submitted: 06/18/24

Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

ACTION ITEM: **Approval of Proposed Budget Amendments & Financial Statements for April 2024**

RECOMMENDATION: That the Board of Trustees approve the proposed budget amendments and financial statements for the General Fund, Child Nutrition Fund, and Debt Service Fund as of April 30, 2024.

RATIONALE: The District’s official budget includes the General Fund, Child Nutrition Fund, and Debt Service Fund. The adoption of the budgets associated with these funds and subsequent amendments should be approved by the Board of Trustees. The attached budget reports and financial statements are designed to provide interim information for the Board of Trustees regarding operations of the District. The attached financial statements are unaudited and do not reflect certain required accounting entries for the official year-end financial report.

REFERENCE and COMPLIANCE: CE (LEGAL) and CE (LOCAL) Annual Operating Budget
The Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other financing sources (uses).


PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Budget amendments reflected in this report require approval by the Board of Trustees.

EXHIBITS: Proposed Budget Amendments and Financial Statements for the General Operating Fund, Child Nutrition Fund, and Debt Service Fund are attached.

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Sally Eckhart, Budget Coordinator

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 06/18/24

Function Codes

11 – Instruction - Activities that deal directly with the interaction between teachers and students

12 – Instructional Resources/Media Services - Expenditures that are directly and exclusively used for resource centers, establishing and maintaining libraries

13 – Curriculum & Instructional Staff Development – Expenditures directly and exclusively used to aid instructional staff in planning, developing and evaluating the process of providing learning experiences for students. (Includes in-service training for instructional or instructional-related personnel (Functions 11, 12, and 13))

21 – Instructional Leadership - Expenditures that are for managing, directing, supervising, and providing leadership for staff who provide general and specific instructional services

23 – School Leadership - Expenditures to direct and manage a school campus

31 – Guidance & Counseling – Expenditures for assessing and testing students' abilities, aptitudes and interests; counseling students

32 - Social Work Services - Expenditures that for activities such as investigating and diagnosing student social needs arising out of the home, school or community: includes truant/attendance officers

33 – Health Services - Expenditures for providing physical health services to students

34 – Student Transportation - Expenditures for transporting students to and from school.

35 – Food Service – Expenditures for food service operations

36 – Extracurricular Activities - Expenditures for school-sponsored activities outside of the school day.

41 – General Administrations - Expenditures for purposes of managing or governing the school district as an overall entity

51 – Maintenance & Operations - Expenditures for activities to keep the facilities and grounds open, clean, comfortable and in effective working condition and state of repair, and insured

52 – Security & Monitoring Services – Expenditures for activities to keep student and staff surroundings safe, whether in transit to or from school, on a campus or participating in school-sponsored events at another location

53 – Data Processing Services - Expenditures for data processing services, whether in-house or contracted.

61 – Community Services - Expenditures for activities or purposes other than regular public education and includes expenditures are for services or activities relating to the whole community or some segment of the community

71 – Debt Service – Expenditures for debt service payments and related fees

81 – Facilities Acquisition and Improvements - Expenditures for acquiring, equipping, and/or making additions to real property and sites

93 - Payments to the Fiscal Agent or Member Districts of a Shared Service Arrangement

**Seguin Independent School District
Proposed Budget Amendments and Financial Statements
General Operating Fund
April 2024**

	Budget					Actual			Budget Remaining
	Adopted Budget	Proposed Amendment(s)		April 30, 2024		April 1, 2024	Current Month	April 30, 2024	
		Amended Budget	Programmatic Changes	Balance Neutral	Amended Budget	Year to Date	Activity	Year to Date	
REVENUE									
Local									
Property Taxes-Current	40,892,558	35,000,000	-	-	35,000,000	33,240,755	353,433	33,594,188	1,405,812
Property Taxes-Delinquent	700,000	800,000	-	-	800,000	954,876	(577)	954,299	-
Property Taxes-Penalty & Interest	375,000	500,000	-	-	500,000	301,177	56,332	357,509	142,491
Interest Income	875,000	1,179,320	-	-	1,179,320	1,248,537	156,640	1,405,178	-
Other Local Income	106,000	105,000	-	-	105,000	259,864	2,464	262,328	-
State	25,804,767	34,093,604	-	-	34,093,604	18,212,132	3,128,601	21,340,733	12,752,871
Federal	1,167,000	1,924,500	-	-	1,924,500	1,474,363	124,369	1,598,731	325,769
REVENUE	69,920,325	73,602,424	-	-	73,602,424	55,691,704	3,821,263	59,512,967	14,626,942
EXPENSE									
11 - Instruction	38,323,483	43,269,749		(299,518)	42,970,231	24,696,870	2,865,123	27,561,994	15,408,237
12 - Instructional Resources & Media Svcs	1,055,793	1,109,346		(260)	1,109,086	686,977	99,242	786,219	322,867
13 - Curr & Instructional Staff Development	577,483	769,060		(15,208)	753,852	441,667	48,331	489,998	263,854
21 - Instructional Leadership	2,062,583	2,054,794		(3,600)	2,051,194	1,443,440	149,522	1,592,962	458,232
23 - School Leadership	4,800,008	5,160,186		3,000	5,163,186	3,489,457	415,760	3,905,217	1,257,969
31 - Guidance & Counseling Services	2,586,821	2,823,397		4,068	2,827,465	1,939,252	189,203	2,128,455	699,010
32 - Social Work Services	641,559	760,039		35,000	795,039	532,697	58,931	591,628	203,411
33 - Health Services	818,922	848,420		-	848,420	516,276	64,917	581,193	267,227
34 - Student Transportation	3,248,960	3,445,547		-	3,445,547	2,237,968	256,152	2,494,120	951,427
35 - Food Service	-	-		-	-	-	-	-	-
36 - Co-curricular Activities	2,097,243	2,346,526		-	2,346,526	1,615,098	189,452	1,804,550	541,976
41 - General Administration	3,028,229	3,428,775		6,518	3,435,293	2,879,680	353,711	3,233,391	201,902
51 - Plant Maintenance & Operations	7,381,576	8,274,629		-	8,274,629	6,186,062	561,607	6,747,669	1,526,960
52 - Security & Monitoring Services	543,577	1,183,287		-	1,183,287	951,609	63,046	1,014,655	168,632
53 - Data Services	1,993,392	2,859,178		-	2,859,178	1,850,930	156,848	2,007,778	851,400
61 - Community Services	30,022	32,167		(4,000)	28,167	12,853	6,621	19,474	8,693
71 - Debt Services	-	665,000		-	665,000	665,000	-	665,000	-
81 - Facilities Acquisition & Construction	-	3,549,495		-	3,549,495	1,705,419	-	1,705,419	1,844,076
93 - Pmts to Fiscal Agent/Member Distr of SSA	-	1,946,727		274,000	2,220,727	-	-	-	2,220,727
99 - Intergovernmental Charges (Appraisal Svcs)	730,684	842,464		-	842,464	627,922	-	627,922	214,542
EXPENSE	69,920,325	85,368,786	-	-	85,368,786	52,479,178	5,478,465	57,957,643	27,411,143
REVENUE OVER/(UNDER) EXPENSE	\$ -	\$ (11,766,362)	\$ -	\$ -	\$ (11,766,362)	\$ 3,212,526	\$ (1,657,202)	\$ 1,555,324	\$ (12,784,201)
Other Sources	-	-	-	-	-	-	-	-	-
Other Uses	-	-	-	-	-	-	-	-	-
OTHER SOURCES AND USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESULT OF ACTIVITIES	\$ -	\$ (11,766,362)	\$ -	\$ -	\$ (11,766,362)	\$ 3,212,526	\$ (1,657,202)	\$ 1,555,324	\$ -

Additional Information to the Reader			
PRELIMINARY ESTIMATE - Fund Balance:			
23 - 24 Beginning Fund Balance - Restricted - Grants	\$ 468,865		
23 - 24 Beginning Unassigned Fund Balance	\$ 34,750,830		
23 - 24 Actual Year to Date Revenue Over/(Under) Expense	\$ 1,555,324		
23 - 24 Actual Year to Date Other Sources and Uses	-		
23 - 24 Budget Remaining Revenue Over/(Under) Expense	\$ (12,784,201)		
23 - 24 Estimated Year End Result of Activities	\$ (11,228,877)		
* 23 - 24 Estimated Ending Unassigned Fund Balance (Unaudited)	\$ 23,990,818		
PRELIMINARY ESTIMATE - Fund Balance Test per Board Policy CE (LOCAL):			
Amended Budget Expense <i>(official test will use actuals at year end)</i>			85,368,786
<i>Less: Non-Operating Expenses/Fund Balance Assignments</i>			
Assigned for Early Education Allotment		\$ (310,355)	
Assigned for Advanced Competition travel reserve		\$ (50,000)	
Assigned for 23-24 QZAB Payment (7 of 15)		\$ (665,000)	
Assigned for Teacher Incentive Allotment Program Development		\$ (130,000)	
Assigned for Welding Shop Upgrades		\$ (359,495)	
Assigned for Holdworth contract		\$ (300,000)	
Assigned for SAFE contract		\$ (25,000)	
Assigned for Cardonex training & software		\$ (61,512)	
Assigned for Covid 19 Funding Reserve		\$ (5,000,000)	
Assigned for Retention Stipends & Sign-on Bonuses		\$ (800,000)	
Assigned for Natl Bld of Prof Teaching Stnd-TEA fees		\$ (20,000)	
Assigned for STARS Security Services		\$ (185,000)	
Assigned for PLC Phase 1 renovations		\$ (200,000)	
Assigned for ABRE Subscription		\$ (220,000)	
Assigned for Outdoor Learning Center FY 23-24 budget		\$ (250,000)	
Assigned for Outdoor Learning Center land purchase		\$ (1,440,000)	
Assigned for Baseball/Softball field completion		\$ (1,750,000)	
Total Non-Operating Expenses		\$ (11,766,362)	
23 - 24 Budgeted Operating Expense <i>(official test will use actuals at year end)</i>		\$ 73,602,424	
25% Unassigned Fund Balance Criteria as per Board Policy CE (LOCAL)		25%	
23 - 24 Minimum Unassigned Fund Balance		\$ 18,400,606	
* 23 - 24 Estimated Ending Unassigned Fund Balance (Unaudited)		\$ 23,990,818	
Projected Unassigned Fund Balance Over/(Under) CE (LOCAL) Requirement		\$ 5,590,212	

Seguin Independent School District
Budget Amendment Detail For General Operating Fund
April, 2024

Budget Report - Attachment 1
18-Jun-2024

Revenues:

Total Revenue Increase (Decrease) \$ -

Other Sources:

Total Other Sources Increase (Decrease) \$ -

Expenditures:

Total Expenditures Increase (Decrease) \$ -

Seguin Independent School District
Proposed Budget Amendments and Financial Statements
Child Nutrition Fund
April 2024

	Budget					Actual			Budget Remaining
	Adopted Budget	April 1, 2024	Proposed Amendment(s)		April 30, 2024	April 1, 2024	Current Month	April 30, 2024	
		Amended Budget	Programmatic Changes	Balance Neutral	Amended Budget	Year to Date	Activity	Year to Date	
REVENUE									
Local									
Property Taxes-Current									
Property Taxes-Delinquent									
Property Taxes-Penalty & Interest									
Interest Income	20,000	20,000	-	-	20,000	114,561	12,388	126,949	-
Other Local Income	443,500	443,500	-	-	443,500	207,261	25,674	232,935	210,565
State	121,500	121,500	-	-	121,500	43,281	7,720	51,001	70,499
Federal	6,025,000	6,025,000	-	-	6,025,000	4,875,558	723,896	5,599,454	425,546
REVENUE	6,610,000	6,610,000	-	-	6,610,000	5,240,661	769,677	6,010,338	706,611
EXPENSE									
11 - Instruction									
12 - Instructional Resources & Media Svcs									
13 - Curr & Instructional Staff Development									
21 - Instructional Leadership									
23 - School Leadership									
31 - Guidance & Counseling Services									
32 - Social Work Services									
33 - Health Services									
34 - Student Transportation									
35 - Food Service	6,583,500	7,566,718	-	-	7,566,718	5,118,289	649,364	5,767,653	1,799,065
36 - Co-curricular Activities									
41 - General Administration									
51 - Plant Maintenance & Operations	19,500	19,500	-	-	19,500	8,551	772	9,323	10,177
52 - Security & Monitoring Services	7,000	7,000	-	-	7,000	442	44	486	6,514
53 - Data Services									
61 - Community Services									
71 - Debt Services									
81 - Facilities Acquisition & Construction									
99 - Intergovernmental Charges (Appraisal Svcs)									
EXPENSE	6,610,000	7,593,218	-	-	7,593,218	5,127,281	650,180	5,777,461	1,815,757
REVENUE OVER/(UNDER) EXPENSE	\$ -	\$ (983,218)	\$ -	\$ -	\$ (983,218)	113,380	119,497	232,877	(1,109,146)
Other Sources	-	-	-	-	-				
Other Uses	-	-	-	-	-				
OTHER SOURCES AND USES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESULT OF ACTIVITIES	\$ -	\$ (983,218)	\$ -	\$ -	\$ (983,218)	\$ 113,380	\$ 119,497	\$ 232,877	

Additional Information to the Reader			
PRELIMINARY ESTIMATE - Fund Balance:			
<i>23 - 24 Beginning Fund Balance (Unaudited)</i>			
Unassigned	\$	3,270,509	
Non Spendable-Inventory	\$	78,716	
<i>Total 23 - 24 Beginning Fund Balance (Unaudited)</i>	\$	3,349,225	
<i>23 - 24 Actual Year to Date Revenue Over/(Under) Expense</i>			
	\$	232,877	
<i>23 - 24 Actual Year to Date Other Sources and Uses</i>			
	\$	-	
<i>23 - 24 Budget Remaining Revenue Over/(Under) Expense</i>			
	\$	(1,109,146)	
<i>23 - 24 Estimated Year End Result of Activities</i>	\$	(876,269)	
23 - 24 Estimated Ending Fund Balance (Unaudited)	\$	2,472,956	

Seguin Independent School District
Budget Amendment Detail For Child Nutrition Fund
April, 2024

Budget Report - Attachment 1
18-Jun-2024

Revenues:

Total Revenue Increase (Decrease) \$ -

Other Sources:

Total Other Sources Increase (Decrease) \$ -

Expenditures:

Total Expenditures Increase (Decrease) \$ -

Other Uses:

Total Other Uses Increase (Decrease) \$ -

Seguin Independent School District
Proposed Budget Amendments and Financial Statements
Debt Service Fund
April 2024

	Budget				Actual			Budget Remaining	
	Adopted Budget	April 1, 2024	Proposed Amendment(s)		April 30, 2024	April 1, 2024	Current Month		April 30, 2024
		Amended Budget	Programmatic Changes	Balance Neutral	Amended Budget	Year to Date	Activity		Year to Date
REVENUE									
Local									
Property Taxes-Current	15,564,000	15,564,000	-	-	15,564,000	17,486,725	185,724	17,672,449	
Property Taxes-Delinquent	250,000	250,000	-	-	250,000	401,863	(875)	400,987	
Property Taxes-Penalty & Interest	100,000	100,000	-	-	100,000	129,857	27,684	157,541	
Interest Income	-	-	-	-	-	478,981	83,983	562,964	
Other Local Income	-	-	-	-	-	795	-	795	
State	-	-	-	-	-	1,209,307	-	1,209,307	
Federal	-	-	-	-	-	-	-	-	
REVENUE	15,914,000	15,914,000	-	-	15,914,000	19,707,528	296,516	20,004,043	
EXPENSE									
11 - Instruction									
12 - Instructional Resources & Media Svcs									
13 - Curr & Instructional Staff Development									
21 - Instructional Leadership									
23 - School Leadership									
31 - Guidance & Counseling Services									
32 - Social Work Services									
33 - Health Services									
34 - Student Transportation									
35 - Food Service									
36 - Co-curricular Activities									
41 - General Administration									
51 - Plant Maintenance & Operations									
52 - Security & Monitoring Services									
53 - Data Services									
61 - Community Services									
71 - Debt Services	15,914,000	15,914,000	127,203	-	16,041,203	15,862,856	127,203	15,990,059	
81 - Facilities Acquisition & Construction									
99 - Intergovernmental Charges (Appraisal Servs)									
EXPENSE	15,914,000	15,914,000	127,203	-	16,041,203	15,862,856	127,203	15,990,059	
REVENUE OVER/(UNDER) EXPENSE	\$ -	\$ -	\$ (127,203)	\$ -	\$ (127,203)	3,844,672	169,312	4,013,984	
Other Sources	-	-	25,516,197	-	25,516,197	4,643	25,518,305	25,522,947	
Other Uses	-	-	25,388,994	-	25,388,994	-	25,388,994	25,388,994	
OTHER SOURCES AND USES	\$ -	\$ -	\$ 127,203	\$ -	\$ 127,203	\$ 4,643	\$ 129,311	\$ 133,953	
RESULT OF ACTIVITIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,849,315	\$ 298,623	\$ 4,147,938	

Additional Information to the Reader			
PRELIMINARY ESTIMATE - Fund Balance:			
23 - 24 Beginning Fund Balance (Unaudited)		\$ 14,771,032	
Total 23 - 24 Beginning Fund Balance (Unaudited)			\$ 14,771,032
23 - 24 Actual Year to Date Revenue Over/(Under) Expense		\$ 4,013,984	
23 - 24 Actual Year to Date Other Sources and Uses		\$ 133,953	
23 - 24 Budget Remaining Revenue Over/(Under) Expense		\$ (51,144)	
23 - 24 Estimated Year End Result of Activities			\$ 4,096,793
23 - 24 Estimated Ending Fund Balance (Unaudited)			\$ 18,867,826

Seguin Independent School District
 Budget Amendment Detail For Debt Service Fund
 April, 2024

Budget Report - Attachment 1
 18-Jun-2024

Revenues:

Total Revenue Increase (Decrease)	\$ <u><u>-</u></u>
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Other Sources:

BUA 652	Series 2024B UTRBB Bond Refunding	25,516,197
	Total Other Sources Increase (Decrease)	\$ <u><u>25,516,197</u></u>

Expenditures:

BUA 652	Function 71 Series 2024B UTRBB Bond Refunding	127,203
	Total Expenditures Increase (Decrease)	\$ <u><u>127,203</u></u>

Other Uses:

BUA 652	Series 2024B UTRBB Bond Refunding	25,388,994
	Total Other Uses Increase (Decrease)	\$ <u><u>25,388,994</u></u>

ACTION ITEM:

Approval of Donations Received May 2024

RECOMMENDATION:

That the Board of Trustees approve donations received by the District during the month of May 2024.

RATIONALE:

District Board policy CDC (Local) states "...any (unsolicited) gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval."

REFERENCE and COMPLIANCE:

CDC (LOCAL) - Other Revenues: Gifts and Solicitations

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

None

EXHIBITS:

Proposed Donations

RESOURCE PERSONNEL:

Elizabeth Oaks, Chief Financial Officer, RTSBA
Sally Eckhart, Budget Coordinator

Submitted by:

(Signature)

(Name)

(Address)

(Telephone)

Veronica Vijil

Dr. Veronica Vijil, Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

Date Submitted: 06/18/24

**Donations Received By Seguin ISD
During the 2023-24 School Year**

Donor	Purpose	Campus Receiving Donation	Date Rcvd	Amount	Board Approval
Magin, Debbie	DI Global Competition Travel	Central Office	05/16/24	\$ 2,000.00	Pending
Olstad Family (Micheal)	Patlan library books - Pamela Olstad Memorial Library	Patlan Elementary	05/30/24	\$ 3,500.00	Pending

NOTE: This listing includes only documented, unsolicited donations received by the District during May 2024. Additional donations may have been received by campuses and subsequently deposited by the campus or student group without providing detailed documentation to the Business Department.

ACTION ITEM: **Approval of Agreement with Texas Association of School Boards for Workers' Compensation Coverage and Property, Liability, and Fleet Insurance for the period July 1, 2024, through June 30, 2025**

RECOMMENDATION: That the Board of Trustees approve the agreement with the Texas Association of School Boards, Inc. (TASB) Risk Management Fund to provide coverage for the District's workers' compensation, property, liability, and fleet insurance for the period July 1, 2024, through June 30, 2025 with a premium of \$770,352.

RATIONALE: The total cost for all services is \$178,854 more than in 2023-2024. Coverages under the plan include the following: property, auto (liability and physical damage), school liability, privacy & information security, violent acts, and workers' compensation. The cost increase is a result of added property, increased property values, increased costs in materials, and an overall increase in the severity and cost of weather-related claims in the state of Texas.

REFERENCE and COMPLIANCE: CRE (LEGAL) Insurance and Annuities Management Workers' Compensation, CRB (LEGAL) and CRB (LOCAL) Insurance and Annuities Management-Liability Insurance

BUDGET IMPACT / INFORMATION: Funds are provided by the Workers' Compensation Internal Service Fund and General Operating Fund.

EXHIBITS: None

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 06/18/24

ACTION ITEM: **Approval of District-Wide Vehicle Maintenance, Parts, And Services (RFP #: 24-01)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Vehicle Maintenance, Parts, and Services.

RATIONALE: A Request for Proposals (RFP#: 24-01) was issued on June 5, 2023 for Vehicle Maintenance, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the two responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondents will be added to the list of approved vendors for this RFP: Evapocore, Inc. and J&A Collision Center. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by: _____ Date Submitted: 06/18/24
(Signature) Veronica Vigil
(Name) Dr. Veronica Vigil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-01, VEHICLE MAINTENANCE PARTS & SERVICES

BID CLOSING DATE: June 30, 2026

ISSUING DEPARTMENT(S): TRANSPORTATION AND MAINTENANCE

VENDOR	SERVICES PROVIDED	Recommended
Evapocore, Inc (DBA Carlisle Auto Air)	Auto parts and services	Y
J&A Collision Center	Auto parts and services	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Purchase price (if applicable)
- Quality and reputation
- Goods and/or services meet District needs

ACTION ITEM: **Approval of District-Wide Plumbing Systems Maintenance, Equipment, Parts, And Services (RFP #: 24-02)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Plumbing Systems Maintenance, Equipment, Parts, and Services.

RATIONALE: A Request for Proposals (RFP#: 24-02) was issued on June 5, 2023 for Plumbing Systems Maintenance, Equipment, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondent will be added to the list of approved vendors for this RFP: Double Check Enterprises. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by: _____ Date Submitted: 06/18/24
(Signature) Veronica Viji
(Name) Dr. Veronica Viji, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-02, PLUMBING

BID CLOSING DATE: JUNE 30, 2026

ISSUING DEPARTMENT(S): MAINTENANCE

VENDOR	SERVICES PROVIDED	Recommended
Double Check Enterprises	Backflow inspections and repairs	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Purchase price (if applicable)
- Quality and reputation
- Goods and/or services meet District needs

ACTION ITEM: **Approval of District-Wide Hvac Systems Maintenance, Equipment, Parts, & Services (RFP #: 24-03)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for HVAC Systems Maintenance, Equipment, Parts, & Services.

RATIONALE: A Request for Proposals (RFP#: 24-03) was issued on June 5, 2023 for HVAC Systems Maintenance, Equipment, Parts, & Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the following respondent will be added to the list of approved vendors for this RFP: Axxon Services, Inc. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and remains active for one year thereafter.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

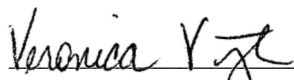
Submitted by:

(Signature)

(Name)

(Address)

(Telephone)



Dr. Veronica Viji Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

Date Submitted: 06/18/24

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-03, HVAC

BID CLOSING DATE: June 30, 2026

ISSUING DEPARTMENT(S): MAINTENANCE

VENDOR	SERVICES PROVIDED	Recommended
Axxon Services, Inc	Commercial kitchen equipment repairs	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Purchase price (if applicable)
- Quality and reputation
- Goods and/or services meet District needs

ACTION ITEM: **Approval of District-Wide Facilities Maintenance, Electrical Equipment, Parts, And Services (RFP #: 24-04)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Facilities Maintenance, Electrical Equipment, Parts, and Services.

RATIONALE: A Request for Proposals (RFP#: 24-04) was issued on June 5, 2023 for Facilities Maintenance, Electrical Equipment, Parts, and Services. The bid was competitively solicited in compliance with Board Policy. Of the four responses received, all met the RFP requirements. With approval from the Board of Trustees, the respondents will be added to the list of approved vendors for this RFP: Skelton Enterprises, Inc., Axxon Services, Inc., Security One, Inc., Architectural Division 8. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

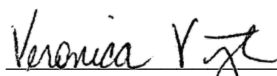
Submitted by:

(Signature)

(Name)

(Address)

(Telephone)



Dr. Veronica Viji, Superintendent

1221 E. Kingsbury St., Seguin, TX 78155

(830) 401-8614

Date Submitted: 06/18/24

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-04, FACILITIES & GROUNDS MAINTENANCE, EQUIPMENT, PARTS, AND SERVICES

BID CLOSING DATE: JUNE 30, 2026

ISSUING DEPARTMENT(S): MAINTENANCE

VENDOR	SERVICES PROVIDED	Recommended
Skelton Enterprises, Inc	Firealarm services	Y
Axxon Services, Inc	Commercial kitchen equipment repairs	Y
Security One, Inc	Security, fire, cameras, access control systems	Y
Architectural Division 8	Commercial door, frames, hardware	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Purchase price (if applicable)
- Quality and reputation
- Goods and/or services meet District needs

ACTION ITEM: **Approval of District-Wide Special Education Services (RFP #: 24-05)**

RECOMMENDATION: That the Board of Trustees approve to contract with each of the recommended respondents, as reflected in the attached exhibit, for Special Education Services.

RATIONALE: A Request for Proposals (RFP#: 24-05) was issued on June 5, 2023 for Special Education Services. The bid was competitively solicited in compliance with Board Policy. Of the one responses received, all met the RFP requirements. With approval from the Board of Trustees, the respondent will be added to the list of approved vendors for this RFP: Dr. Michael Roman. The list of previously approved vendors is available on the Bids page of the District [website](#). All approved vendors will continue to qualify under this RFP for the remaining contract term, which will end on June 30, 2026, and will remain active for one year thereafter.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: Funds to be provided by the General Operating Fund.

EXHIBITS: Vendor Recommendation Form

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by: _____ Date Submitted: 06/18/24
(Signature) Veronica Viji
(Name) Dr. Veronica Viji Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

SEGUIN INDEPENDENT SCHOOL DISTRICT
VENDOR RECOMMENDATION FORM

RFP #: 24-05, SPED SERVICES
BID CLOSING DATE: JUNE 30, 2026
ISSUING DEPARTMENT(S): SPED

VENDOR	SERVICES PROVIDED	Recommended
Dr. Michael Roman	Educational and psychological evaluations	Y

Note:

The issuing department has evaluated all respondents based on the following criteria:

- Required documents were completed by the respondent
- Experience
- Goods and/or services meet District needs

ACTION ITEM: Approval of District-Wide Student Accident And Athletic Insurance (RFP #: 24-12)

RECOMMENDATION: That the Board of Trustees approve to contract with The Brokerage Store for Student Accident and Athletic Insurance at a cost of \$38,939 for year one of a two year guaranteed rate with an optional third year.

RATIONALE: A Request for Proposals (RFP#: 24-12) was issued on May 13, 2024 for Student Accident and Athletic Insurance. The bid was competitively solicited in compliance with Board Policy. Of the three responses received, all met the RFP requirements. This recommendation is based primarily, although not exclusively, on the Brokerage Store's past relationship with the District and the quality of their services.


REFERENCE and COMPLIANCE: CH(LEGAL) and CH(LOCAL) Purchasing and Acquisition

PAPERWORK IMPACT: None

BUDGET IMPACT / Funds to be provided by the General Operating Fund.

EXHIBITS: Student Accident & Athletic Insurance Bid Tabulation & Recommendation

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by:  Date Submitted: 06/18/24
(Signature) _____
(Name) Dr. Veronica Vijil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

Seguin ISD

Bid Tabulation Summary

Student Accident & Athletic Insurance (RFP: 24-12)

TYPE	PROJECT TITLE
RFP	Student Accident & Athletic Insurance
NUMBER	ISSUING DEPARTMENT
24-12	Business

	DATE 1	DATE 2
POSTING	05/19/24	05/26/24
PRE-BID	N/A	N/A
CLOSING	06/12/24	N/A
BOARD	06/18/24	N/A

RESPONDENT (Alphabetical Order)	PRICE (Grand Total)	AVERAGE SCORE					TOTAL (*rounded averages)
		(% deviation x 0.5)					
		MAX 20	MAX 10	MAX 10	MAX 10	MAX 10	
	PRICE (SCORE)	VENDOR REPUTATION	QUALITY OF GOODS/SER VICES	MEETS DISTRICT NEEDS	PAST RELATIONS HIP WITH SISD		
Brokerage Store	\$ 38,939	17	10	10	10	10	57
Monarch Management Corporation	\$ 37,396	18	7	7	10	6	48
Student Insurance Plans, LLC	\$ 34,828	20	8	8	10	7	53

RECOMMENDATION	SCORE	PRICE	JUSTIFICATION FOR THIS RECOMMENDATION
Brokerage Store	57	\$ 38,939	The evaluation team, consisting of four staff members representing various areas of District operations, considers The Brokerage Store proposal to be the best value for this project. The Brokerage Store's service and experience with Seguin ISD were key factors leading to this recommendation.

ACTION ITEM:

ESC XX Annual Commitment Forms

RECOMMENDATION:

That the Board of Trustees approves the ESC commitment forms.

RATIONALE:

Region Service Centers provide instructional and administrative services on an annual contract basis. The recommended commitment forms for the 2024-2025 school year have been prepared. Cost of all services does not exceed \$200,000.

Administrative Services

Business Management Cooperatives
General Supplies & Educational Technology
Commodity Processing Cooperative
Commercial Food Service Purchasing

Curriculum and Instruction

Bilingual /ESL Coop
G/T Services Coop
Elevate20 Cooperative (formally Professional Development Series)
Career and Technical Education (CTE) Support Coop

Information Services

TSDS PEIMS Cooperative
Adobe Licensing
Securly Bundle (Filter+Aware+Classroom)
Infosec IQ
CyberVision 20 Cooperative

Special Programs

School Health Cooperative
School Safety Cooperative

School and Administrative Support

School Counselor Cooperative
Eduphoria SchoolObjects Aware Premium + Strive Package

REFERENCE and COMPLIANCE:

GNB(LEGAL), EF(LOCAL), CH(LOCAL)
Strategic Priority #1 Creating and Supporting Future Students

PAPERWORK IMPACT:

Submission of commitment forms and Purchase Orders

BUDGET IMPACT:

Expenses to participate in these cooperatives and programs are budgeted within each applicable central office department as well as IMA funds

EXHIBITS:

None

RESOURCE PERSONNEL:

Steve Gonzalez, Chief Technology Officer

Submitted by:

(Signature) Veronica Vigil Date Submitted 06/18/24
(Name) Dr. Veronica Vigil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin TX 78155
(Telephone) (830) 401-8614

INFORMATION ITEM: **Information Regarding Purchases Through the BuyBoard Purchasing Cooperative for a total cost of \$67,171**

RECOMMENDATION: The following purchases were made through the BuyBoard Purchasing Cooperative:

*Lakeshore Learning Materials: Reference #667-22 Furniture for School, Office, Science, Library, and Dormitory and \$653-21 Instructional Materials and Classroom Teaching Supplies and Equipment - \$67,171

RATIONALE: Seguin ISD participates in several purchasing cooperatives. A purchasing cooperative is an administrative agency created in accordance with various state statutes. All catalogs and items available for purchase on the cooperative are competitively procured and awarded by the cooperative's board of trustees.

Additional information regarding these purchases is provided below:

* Lakeshore Learning Materials provided new furniture for the four new classrooms added at Ball Early Childhood Center.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH (LOCAL) Purchasing and Acquisition

BUDGET IMPACT / INFORMATION: Funds are provided by the Capital Improvement (Bond) Fund.

EXHIBITS: None

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by: Veronica Vijil Date Submitted: 06/18/24
(Signature)
(Name) Dr. Veronica Vijil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

INFORMATION ITEM: **Information Regarding Purchases Through the TIPS Purchasing Cooperative for a total cost of \$176,000**

RECOMMENDATION: The following purchases were made through the TIPS Purchasing Cooperative:
*Carnegie Learning, Inc: Reference #220105, Technology Solutions, Products, and Services - \$176,000

RATIONALE: Seguin ISD participates in several purchasing cooperatives. A purchasing cooperative is an administrative agency created in accordance with various state statutes. All catalogs and items available for purchase on the cooperative are competitively procured and awarded by the cooperative's board of trustees.

Additional information regarding these purchases is provided below:
* Carnegie Learning, Inc provides the district Math coaching and support and MATHia student licenses for online math learning software.

REFERENCE and COMPLIANCE: CH(LEGAL) and CH (LOCAL) Purchasing and Acquisition

BUDGET IMPACT / INFORMATION: Funds are provided by the Grant Funds.

EXHIBITS: None

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Jennifer Raske Martinez, Purchasing Coordinator, RTSBA

Submitted by:
(Signature)



Date Submitted: 06/18/24

(Name)

Dr. Veronica Vijil, Superintendent

(Address)

1221 E. Kingsbury St., Seguin, TX 78155

(Telephone)

(830) 401-8614

INFORMATION ITEM: Personnel Information - Professional Employees

RECOMMENDATION: The Board of Trustees recognizes and acknowledges the new professional hires for the 2024 – 2025 school year and the resignations listed below.

**FOR BOARD’S
ACKNOWLEDGMENT
ELECTIONS:
TEACHERS:**

Name	Campus	Effective Date
*Alicea, Olga	Rodriguez Elementary	08/05/24
Alvarado, Emily	Patlan Elementary	08/05/24
Burt, Amber	Jefferson Elementary	08/05/24
*Dodd, Kay Lynn	Weinert Elementary	08/05/24
Garza, Audre	Weinert Elementary	08/05/24
Law, Melissa	Rodriguez Elementary	08/05/24
Mauldin, Daniel	Discipline Alternative School at Saegert	08/05/24
Nel, Marlana	McQueeney Elementary	08/05/24
*Post, Tracy	A.J. Briesemeister Middle School	08/05/24
Rudloff, Tammy	Jim Barnes Middle School	08/05/24

*returning employee

**BOARD’S
ACKNOWLEDGEMENT
RESIGNATIONS:**

Baker, Crystal, Koennecke Elementary, effective 05/31/24

Ms. Baker, Special Education Teacher, has resigned to work at another school district.

Ms. Baker has 18 years with Seguin ISD.

Beutnagel, Tori, Jim Barnes Middle School, effective 06/28/24

Ms. Beutnagel, Associate Principal, has resigned to work at another school district.

Ms. Beutnagel has 19 years with Seguin ISD.

Cooper, Rebecca, Patlan Elementary, effective 05/28/24

Ms. Cooper, Kindergarten Teacher, has resigned to work at another school district.

Ms. Cooper has 2 years with Seguin ISD.

Dumboski, John, Seguin High School, effective 05/31/24

Mr. Dumboski, Science Teacher, has resigned to work at another school district.

Mr. Dumboski has 9 years with Seguin ISD.

Feuge, Sharon, Matador Special Services, effective 06/12/24

Ms. Feuge, Special Education Supervisor, has resigned and elected to retire.

Ms. Feuge has 17 years with Seguin ISD.

Freeman, Erma, A.J. Briesemeister Middle School, effective 06/28/24

Ms. Freeman, Whole Child Support Coach, has resigned due to the grant position ending.

Ms. Freeman has 30 years with Seguin ISD.

Goodine, Hannah, Jefferson Elementary, effective 05/29/24

Ms. Goodine, 5th Grade Teacher, has resigned due to family reasons.

Ms. Goodine has 3 years with Seguin ISD.

Hendryx, Jennifer, Vogel Elementary, effective 06/05/24

Ms. Hendryx, Academic Dean, has resigned due to other employment.

Ms. Hendryx has 2 years with Seguin ISD.

Kowalski, Jason, Seguin High School, effective 05/31/24

Mr. Kowalski, Teacher, has resigned due to other employment.

Mr. Kowalski has 5 years with Seguin ISD.

Matthews, Cory, Seguin High School, effective 05/31/24

Mr. Matthews, Science Teacher, has resigned due to other employment.

Mr. Matthews has 5 years with Seguin ISD.

Moriarty, Sean, Jim Barnes Middle School, effective 05/24/24

Mr. Moriarty, Music Teacher, has resigned due to relocation.

Mr. Moriarty has 9 years with Seguin ISD.

Neal, Taliferro, Seguin High School, effective 06/18/24

Mr. Neal, Assistant Principal, has resigned.

Mr. Neal has 25 years with Seguin ISD.

Pfenninger, Kathryn, Vogel Elementary, effective 05/28/24

Ms. Pfenninger, GT Teacher, has resigned to work at another school district.

Ms. Pfenninger has 8 years with Seguin ISD.

Polk, Bethany, Student Services, effective 06/28/24

Ms. Polk, Director, has resigned due to the grant position ending.

Ms. Polk has 5 years with Seguin ISD.

Prater, Lauren, Learning Leadership Innovation Department, effective 06/14/24

Ms. Prater, Math Specialist, has resigned due to other employment.

Ms. Prater has 6 years with Seguin ISD.

Roe, Jessica, Seguin High School, effective 05/28/24

Ms. Roe, 4th Grade Teacher, has resigned due to other employment.

Ms. Roe has 5 years with Seguin ISD.

Serold, Amanda, Patlan Elementary, effective 05/31/24

Ms. Serold, Special Education Teacher, has resigned due to other employment.

Ms. Serold has 1 year with Seguin ISD

Waggoner, Victoria, Vogel Elementary, effective 05/31/24

Ms. Waggoner, Kindergarten Teacher, has resigned due to other employment.

Ms. Waggoner has 1 year with Seguin ISD.

RATIONALE: Strategic Priority 4: Creating a Thriving Learning Community.

REFERENCE and COMPLIANCE: DC (LEGAL), DC (LOCAL), Employment Practices

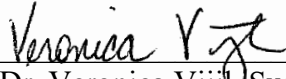
BUDGET IMPACT/ INFORMATION: None

PAPERWORK IMPACT: This item will result in follow-up communication with the employee.

EXHIBITS: None

RESOURCE PERSONNEL: Joel S. Treviño, Chief Human Resources Officer

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)


Dr. Veronica Viji, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 06/18/24

INFORMATION ITEM: **Acknowledge Public Information Act Requests May-June 2024**

RECOMMENDATION: That the Board of Trustees acknowledge Public Information Act requests received since May 9, 2024.

RATIONALE: The purpose of this agenda item is to keep trustees apprised of the District's Public Information program.

REFERENCE and COMPLIANCE: GB (LEGAL) Public Information Program

PAPERWORK IMPACT: None

BUDGET IMPACT/ INFORMATION: None

EXHIBITS: May 9 – June 5, 2024 Public Information Act request roster

RESOURCE PERSONNEL: Dr. Veronica Vijil, Superintendent

Submitted by: _____ Date Submitted: 06/18/24
(Signature) Veronica Vijil
(Name) Dr. Veronica Vijil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614

Seguin ISD PIA Requests received from May 9-June 5, 2024				
Date	Requester	Requested Documents	Status	Action
064 051424	Raine Carreon, Construct Connect	Bid Tab sheet for Barnes construction project.	Completed	Document provided
065 052024	Toni Ward, PC Planning	Directory information for all Seguin High School students	Completed	Document provided

ACTION ITEM:

Adoption of 2024-25 Budgets for the General Operating Fund, Child Nutrition Fund, and Debt Service Fund

RECOMMENDATION:

That the Board of Trustees adopt the 2024-25 proposed budget for the General Operating Fund, Child Nutrition Fund, and Debt Service Fund as presented.

RATIONALE:

The official budget consists of three separate funds: The General Operating Fund, Child Nutrition Fund, and Debt Service Fund. Each of these budgets must be approved by the Board of Trustees at the functional level. Subsequent amendments involving changes to functional levels must be duly approved by the Board of Trustees.

REFERENCE and COMPLIANCE:

CE (LEGAL) and CE (LOCAL) Annual Operating Budget

BUDGET IMPACT / INFORMATION:

2024-25 General Fund expenditures exceed budgeted revenue by \$3.964 million. The proposed budget with a 2% raise would put the district at a \$4.9 million deficit. The District is currently projecting a Maintenance and Operations (M&O) tax rate of \$0.6767 per \$100 valuation (The final M&O tax rate is mandated by the State and will be published upon notification to Seguin ISD). If the district chooses to move forward with a VATRE .6969 is available with voter approval. Both of these budgets are using revenue calculations that do not include the additional golden pennies.

2024-25 Child Nutrition Fund revenue and expense of \$7,090,000 represents an increase over the prior year.

2024-25 Debt Service Fund revenue of \$16,869,000 is exclusively intended to fund debt service payments. The District expects to adopt an Interest and Sinking (I&S) tax rate of \$0.3850 per \$100 valuation (I&S rate is unchanged from the prior year). An additional two cents is available for the I & S tax rate.

EXHIBITS:

2024-2025 Proposed Budget & 24-25 Proposed Budget 2% Raise

RESOURCE PERSONNEL:

Elizabeth Oaks, Chief Financial Officer, RTSBA

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Date Submitted: 06/18/24

Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

SEGUIN INDEPENDENT SCHOOL DISTRICT
2024 - 25
PROPOSED BUDGET

	General Operating Fund (GOF)				Child Nutrition Fund				Debt Service Fund				Combined Total All Funds			
	2023-24 Current	Per Pupil (ADA)	2024-25 PROPOSED	Per Pupil (ADA)	2023-24 Current	Per Pupil (ADA)	2024-25 PROPOSED	Per Pupil (ADA)	2023-24 Current	Per Pupil (ADA)	2024-25 PROPOSED	Per Pupil (ADA)	2023-24 Current	Per Pupil (ADA)	2024-25 PROPOSED	Per Pupil (ADA)
	Budget		Budget		Budget		Budget		Budget		Budget		Budget		Budget	
REVENUE																
Property Taxes	36,300,000	5,674	38,140,360	5,932	-	-	-	-	15,914,000	2,488	16,869,000	2,624	52,214,000	8,162	55,009,360	8,556
Other Local Sources	1,284,320	201	1,540,000	240	463,500	72	359,500	56	-	-	-	-	1,747,820	273	1,899,500	295
State Sources	34,093,604	5,329	34,745,186	5,404	121,500	19	55,500	9	-	-	-	-	34,215,104	5,348	34,800,686	5,413
Federal Sources	1,924,500	301	767,000	119	6,025,000	942	6,675,000	1,038	-	-	-	-	7,949,500	1,243	7,442,000	1,158
TOTAL REVENUE	73,602,424	11,505	75,192,546	11,695	6,610,000	1,033	7,090,000	1,103	15,914,000	2,488	16,869,000	2,624	96,126,424	15,026	99,151,546	15,422
EXPENDITURES																
11 Instruction	42,075,376	6,577	43,061,198	6,698	-	-	-	-	-	-	-	-	42,075,376	6,577	43,061,198	6,698
12 Instr Resources/Media Svcs	1,101,086	172	1,100,983	171	-	-	-	-	-	-	-	-	1,101,086	172	1,100,983	171
13 Curr & Inst Staff Develop	747,852	117	735,275	114	-	-	-	-	-	-	-	-	747,852	117	735,275	114
21 Instructional Leadership	1,868,244	292	2,076,321	323	-	-	-	-	-	-	-	-	1,868,244	292	2,076,321	323
23 School Leadership	5,123,186	801	5,097,863	793	-	-	-	-	-	-	-	-	5,123,186	801	5,097,863	793
31 Guidance & Counseling	2,802,465	438	2,677,549	416	-	-	-	-	-	-	-	-	2,802,465	438	2,677,549	416
32 Social Work Services	785,039	123	672,569	105	-	-	-	-	-	-	-	-	785,039	123	672,569	105
33 Health Services	842,420	132	858,109	133	-	-	-	-	-	-	-	-	842,420	132	858,109	133
34 Student Transportation	3,407,547	533	3,481,004	541	-	-	-	-	-	-	-	-	3,407,547	533	3,481,004	541
35 Food Services	-	-	-	-	6,583,500	1,029	7,063,500	1,099	-	-	-	-	6,583,500	1,029	7,063,500	1,099
36 Extra-curricular Activities	2,291,526	358	2,079,122	323	-	-	-	-	-	-	-	-	2,291,526	358	2,079,122	323
41 General Administration	3,079,811	481	3,093,650	481	-	-	-	-	-	-	-	-	3,079,811	481	3,093,650	481
Statutorily Req - Public Notice	4,679	1	4,679	1	-	-	-	-	-	-	-	-	4,679	1	4,679	1
Statutorily Req - Lobbying	1,803	0	1,650	0	-	-	-	-	-	-	-	-	1,803	0	1,650	0
51 Plant Maintenance	7,827,079	1,224	8,338,937	1,297	19,500	3	19,500	3	-	-	-	-	7,846,579	1,227	8,358,437	1,300
52 Security Services	987,287	154	952,567	148	7,000	1	7,000	1	-	-	-	-	994,287	155	959,567	149
53 Data Processing Services	2,567,666	401	2,105,852	328	-	-	-	-	-	-	-	-	2,567,666	401	2,105,852	328
61 Community Services	26,167	4	30,167	5	-	-	-	-	-	-	-	-	26,167	4	30,167	5
71 Debt Service--Principal	-	-	-	-	-	-	-	-	7,550,000	1,180	7,795,000	1,212	7,550,000	1,180	7,795,000	1,212
Debt Service--Interest	-	-	-	-	-	-	-	-	8,350,000	1,305	9,054,000	1,408	8,350,000	1,305	9,054,000	1,408
Debt Service-Fees	-	-	-	-	-	-	-	-	14,000	2	20,000	3	14,000	2	20,000	3
81 Facilities Constr/Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
93 Pymts to Fiscl Ag/Mbr Dist SSA	2,220,727	347	1,946,727	303	-	-	-	-	-	-	-	-	2,220,727	347	1,946,727	303
99 Other Governmental Charges	842,464	132	842,464	131	-	-	-	-	-	-	-	-	842,464	132	842,464	131
TOTAL EXPENDITURES	78,602,424	12,287	79,156,686	12,312	6,610,000	1,033	7,090,000	1,103	15,914,000	2,488	16,869,000	2,624	101,126,424	15,808	103,115,686	16,039
BUDGETARY SURPLUS			(3,964,140)				-				-				(3,964,140)	

23-24 ADA (Average Daily Attendance) : 6,397
24-25 Projected ADA: 6,429 .5% growth

*** NOTE TO READER:**

- Expenses associated with Non-Recurring fund balance assignments have been removed from the "Current Budget Amount(s)" as reflected above.
- Allocations for special or supplemental instruction are included in the proposed GOF budget as follows:

Special Education	7,668,672
Dyslexia	402,064
State Compensatory Education	3,907,046
Bilingual Education	518,052
Career & Technology	1,879,513
Early Education	1,028,553
Gifted & Talented	280,598
College, Career, or Military Readiness	98,354

SEGUIN INDEPENDENT SCHOOL DISTRICT
2024 - 25
PROPOSED BUDGET 2% Midpoint Raise

	General Operating Fund (GOF)				Child Nutrition Fund				Debt Service Fund				Combined Total All Funds			
	2023-24		2024-25		2023-24		2024-25		2023-24		2024-25		2023-24		2024-25	
	Current	Per Pupil	PROPOSED	Per Pupil	Current	Per Pupil	PROPOSED	Per Pupil	Current	Per Pupil	PROPOSED	Per Pupil	Current	Per Pupil	PROPOSED	Per Pupil
Budget	(ADA)	Budget	(ADA)	Budget	(ADA)	Budget	(ADA)	Budget	(ADA)	Budget	(ADA)	Budget	(ADA)	Budget	(ADA)	
REVENUE																
Property Taxes	36,300,000	5,674	38,140,360	5,932	-	-	-	-	15,914,000	2,488	16,869,000	2,624	52,214,000	8,162	55,009,360	8,556
Other Local Sources	1,284,320	201	1,540,000	240	463,500	72	359,500	56	-	-	-	-	1,747,820	273	1,899,500	295
State Sources	34,093,604	5,329	34,745,186	5,404	121,500	19	55,500	9	-	-	-	-	34,215,104	5,348	34,800,686	5,413
Federal Sources	1,924,500	301	767,000	119	6,025,000	942	6,675,000	1,038	-	-	-	-	7,949,500	1,243	7,442,000	1,158
TOTAL REVENUE	73,602,424	11,505	75,192,546	11,695	6,610,000	1,033	7,090,000	1,103	15,914,000	2,488	16,869,000	2,624	96,126,424	15,026	99,151,546	15,422
EXPENDITURES																
11 Instruction	42,075,376	6,577	43,611,187	6,783	-	-	-	-	-	-	-	-	42,075,376	6,577	43,611,187	6,783
12 Instr Resources/Media Svcs	1,101,086	172	1,115,045	173	-	-	-	-	-	-	-	-	1,101,086	172	1,115,045	173
13 Curr & Inst Staff Develop	747,852	117	744,666	116	-	-	-	-	-	-	-	-	747,852	117	744,666	116
21 Instructional Leadership	1,868,244	292	2,102,840	327	-	-	-	-	-	-	-	-	1,868,244	292	2,102,840	327
23 School Leadership	5,123,186	801	5,162,974	803	-	-	-	-	-	-	-	-	5,123,186	801	5,162,974	803
31 Guidance & Counseling	2,802,465	438	2,711,747	422	-	-	-	-	-	-	-	-	2,802,465	438	2,711,747	422
32 Social Work Services	785,039	123	681,159	106	-	-	-	-	-	-	-	-	785,039	123	681,159	106
33 Health Services	842,420	132	869,069	135	-	-	-	-	-	-	-	-	842,420	132	869,069	135
34 Student Transportation	3,407,547	533	3,525,464	548	-	-	-	-	-	-	-	-	3,407,547	533	3,525,464	548
35 Food Services	-	-	-	-	6,583,500	1,029	7,063,500	1,099	-	-	-	-	6,583,500	1,029	7,063,500	1,099
36 Extra-curricular Activities	2,291,526	358	2,105,677	328	-	-	-	-	-	-	-	-	2,291,526	358	2,105,677	328
41 General Administration	3,079,811	481	3,133,244	487	-	-	-	-	-	-	-	-	3,079,811	481	3,133,244	487
Statutorily Req - Public Notice	4,679	1	4,679	1	-	-	-	-	-	-	-	-	4,679	1	4,679	1
Statutorily Req - Lobbying	1,803	0	1,650	0	-	-	-	-	-	-	-	-	1,803	0	1,650	0
51 Plant Maintenance	7,827,079	1,224	8,445,444	1,314	19,500	3	19,500	3	-	-	-	-	7,846,579	1,227	8,464,944	1,317
52 Security Services	987,287	154	964,733	150	7,000	1	7,000	1	-	-	-	-	994,287	155	971,733	151
53 Data Processing Services	2,567,666	401	2,132,748	332	-	-	-	-	-	-	-	-	2,567,666	401	2,132,748	332
61 Community Services	26,167	4	30,167	5	-	-	-	-	-	-	-	-	26,167	4	30,167	5
71 Debt Service-Principal	-	-	-	-	-	-	-	-	7,550,000	1,180	7,795,000	1,212	7,550,000	1,180	7,795,000	1,212
Debt Service-Interest	-	-	-	-	-	-	-	-	8,350,000	1,305	9,054,000	1,408	8,350,000	1,305	9,054,000	1,408
Debt Service-Fees	-	-	-	-	-	-	-	-	14,000	2	20,000	3	14,000	2	20,000	3
81 Facilities Constr/Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
93 Pymts to Fisc Ag/Mbr Dist SSA	2,220,727	347	1,946,727	303	-	-	-	-	-	-	-	-	2,220,727	347	1,946,727	303
99 Other Governmental Charges	842,464	132	842,464	131	-	-	-	-	-	-	-	-	842,464	132	842,464	131
TOTAL EXPENDITURES	78,602,424	12,287	80,131,686	12,464	6,610,000	1,033	7,090,000	1,103	15,914,000	2,488	16,869,000	2,624	101,126,424	15,808	104,090,686	16,190

BUDGETARY SURPLUS

(4,939,140)

-

-

(4,939,140)

23-24 ADA (Average Daily Attendance): 6,397

24-25 Projected ADA: 6,429 5% growth

*** NOTE TO READER:**

- Expenses associated with Non-Recurring fund balance assignments have been removed from the "Current Budget Amount(s)" as reflected above.
- Allocations for special or supplemental instruction are included in the proposed GOF budget as follows:

Special Education	7,668,672
Dyslexia	402,064
State Compensatory Education	3,907,046
Bilingual Education	518,052
Career & Technology	1,879,513
Early Education	1,028,553
Gifted & Talented	280,598
College, Career, or Military Readiness	98,354

ACTION ITEM: **Consideration and Take Possible Action to Approve Granting of Easements and Approval of Purchase Agreement for City of Seguin Water Distribution Line Easements Located at 1231 East Kingsbury Street, Seguin, Texas, 78155**

RECOMMENDATION: That the Board of Trustees Consider and Take Possible Action approving grant of easements and approval of purchase agreement for City of Seguin Water Distribution Line easements located at 1231 East Kingsbury Street, Seguin, Texas, 78155.

RATIONALE: The granting of this easement will increase water service capacity in the area.

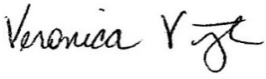
REFERENCE and COMPLIANCE: CV (LEGAL), CV (LOCAL), CH (LEGAL), CH (LOCAL)

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: None

EXHIBITS: Letter, Resolution, Bill of Rights, Presentation

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA

Submitted by:  Date Submitted: 06/18/24
(Signature) _____
(Name) Dr. Veronica Vijil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614



It's real.

INITIAL WRITTEN OFFER

March 22, 2024

Seguin Independent School District
Attn: Tony Hillberg, CFO
1231 East Kingsbury Street
Seguin, Texas 78155

By CERTIFIED MAIL RRR & U.S. FIRST CLASS MAIL: 9402 8112 0620 4392 6486 85

Seguin Independent School District
Attn: Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury Street
Seguin, Texas 78155

By CERTIFIED MAIL RRR & U.S. FIRST CLASS MAIL: 9402 8112 0620 4392 6757 66

RE: City of Seguin – Cedar Street Project
Property Address: 1231 East Kingsbury Street
Property ID #: 059172
Parcel(s): CED-01

Dear Seguin Independent School District,

The City of Seguin seeks to acquire from you a 0.796 acre tract of land by Permanent Utility Easement and a 0.712 acre tract of land by Temporary Construction Easement across a portion of your property which is necessary for a new Potable Water Line along E. Kingsbury Street, Hummingbird Lane and Vetter Street, which will increase water service capacity in the area. To construct the potable water line and any related facilities, the City seeks to acquire necessary easement rights on property in which you own an interest. The property is located at 1231 East Kingsbury Street, as described in the enclosed agreements, as well as a survey depicting the approximate easement areas.

The City follows a procedure for appraising property interests needed for its use and for handling personal negotiations with each property owner. The City believes at this stage of the acquisition process it is mutually beneficial to confirm that, based on an appraisal prepared by Lowery Property Advisors, LLC (“LPA”), **a copy of which is included with this letter**, the City is authorized to offer you \$112,900.00 for the easement(s), which includes **\$91,100.00 for the Permanent Utility Easement and \$21,800.00 for the Temporary Construction Easement. This is a total offer that includes an appraisal of the property, including damages to the remainder, if any,**

prepared by a certified appraiser, certified to practice as a certified general appraiser, under Chapter 1103 of the Occupations Code.

If you wish to accept the offer based upon this appraisal, please sign and date the attached Purchase Agreement and the Permanent Easement and Temporary Construction Easement, along with a completed W-9 form and return them to me in the self-addressed envelope as soon as possible so the closing process can begin, and the issuing of your payment may be started.

After receiving the signed Purchase Agreement, we will schedule a closing date with Five Star Title Company located at 304 N. Austin Street, Seguin, Texas 78155 at a time convenient to you. **This offer will remain open for thirty-three (33) days from the date of this letter.**

In the event the condition or ownership interest of the property changes for any reason, the City shall have the right to withdraw or modify this offer. A condition to accepting this offer is that a release or subordination of any liens or encumbrances be executed by any lenders or holders of an interest in the property as well as spouses executing in a pro forma capacity, if any of these items are requested by the City or the title company.

If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 33 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the City within the 33-day time deadline.*

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the City, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

You have the right to discuss with others any offer or agreement regarding the City's acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the City.

The City respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the City's offer or proposed purchase transaction. Please contact **Erin Newberry, SR/WA** who is an employee of HDR, an affiliate providing acquisition services on behalf of the City as soon as possible at (210) 844-9961 or erin.newberry@hdrinc.com, so that the process of issuing your payment may be started.

Sincerely,

Connie Real

Connie Real (Mar 21, 2024 10:58 CDT)

Connie Real, SR/WA, PMP
Real Estate Manager

Enclosures: Purchase Agreement with Draft Conveyance Instrument w/Legal Description and Survey
Appraisal Report(s) Prepared by Lowery Property Advisors dated March 11, 2024
Acknowledgement of Receipt of Appraisal Report
Notice of 10-Year Appraisal Search
Texas Landowners' Bill of Rights
Acknowledgement of Landowners' Bill of Rights
Title Commitment Issued February 12, 2024
TREC IABS
IRS W-9 Form
Self-Addressed Stamped Envelope

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is between Seguin Independent School District (GRANTOR) ("Seller") and the City of Seguin, a Texas home rule municipal corporation ("Buyer" or "City").

I.

Sale and Purchase

1.01 **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase a Permanent Utility Easement, (the "Easement Agreement"), as follows:

a. A Permanent Utility Easement upon the allowed uses of land as to approximately 0.796 acres (34,684 square feet) in the form, and as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

b. A Temporary Construction Easement upon the allowed uses of land as to approximately 0.712 acres (31,012 square feet) in the form, and as more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes.

The land area encumbered by the Easement Agreement is referred to in this Agreement as (the "Easement Property").

II.

Consideration

2.01 **Purchase Price.** The purchase price for the Easement Property is **One Hundred Twelve Thousand Nine Hundred and 00/100 (\$112,900.00)** (the "Purchase Price"). The Purchase Price will be proportionately allocated among the Seller/owners of the Easement Property in accordance with their ownership interests.

2.02 **Eminent Domain.** Seller and the Buyer agree that the Easement Property is being sold and conveyed to the City under Buyer's imminent exercise of its power of condemnation as a means of acquiring the Easement Property.

III.

Closing

3.01 **Closing.** Seller will execute and deliver to Buyer the Easement Property in the form shown in the attached exhibits, and sign and deliver all documents required to close the sale and purchase of the Easement Property by Buyer. Buyer will deliver all documents required to close the sale and purchase of the Easement Property. Seller and the City will finalize the transaction by closing at Five Star Title Company at 304 N. Austin Street, Seguin, Texas 78155 on or before sixty (60) days after the effective date of this Agreement, which date is hereinafter referred to as the "Closing Date." This date may be extended upon agreement by the Sellers and the City.

3.02 **Closing Costs.** At the Closing, Buyer will pay all closing costs. Seller will pay Seller's legal expenses, if any.

3.03 **Lienholder Consent.** If necessary, Seller must obtain a duly executed and acknowledged Consent of Lienholder and Subordination of Lien as to the Easement Property on or before the Closing Date. Buyer will have no duty to pay the Purchase Price to Seller until receipt of the Consent of Lienholder and Subordination of Lien.

3.04 **Joinder by Tenant.** If determined by Buyer to be necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

IV. Miscellaneous

4.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

4.02 **Binding.** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller.

4.03 **Subject to Approval and Appropriation of Funds.** The validity of this Agreement is contingent upon its approval by the City's City Council if the amount of the Purchase Price exceeds \$50,000.00. This Agreement is also subject to the City's discretionary appropriation of funds for the financial obligations of the City herein when the Closing Date is beyond the current fiscal year.

4.04 **Effective Date.** This Agreement is effective on the last date that both Seller and Buyer have signed and executed this Agreement.

4.05 **Addresses.** The addresses of Buyer and Seller are:

Seller: Seguin Independent School District
1231 East Kingsbury Street
Seguin, Texas 78155

Buyer: City of Seguin
205 North Seguin Street
Seguin, Texas 78155
Fax: 512-974-7088
Attn: Real Estate Services Division/Connie Real

4.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas, and is performable in Guadalupe County, Texas. Venue for any dispute regarding this Agreement shall be in the state courts in Guadalupe County, Texas having jurisdiction, or, if in federal court, the United States District Court for the Western District of Texas, San Antonio Division.

EXECUTED by Seller and Buyer to be effective as of the Effective Date defined above.

SELLER:

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By: _____
Steve Parker, City Manager

Date: _____

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents and subordinates tenant's interest to the conveyance of said property to the City of Seguin as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2024.

Print Leaseholder's Name

By:

(Signature)

Print Name:

Title:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date

Seller

Date

LEGAL DESCRIPTION:

WATER LINE EASEMENT - 0.796 ACRES

BEING A 0.796 ACRE (34,884 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES, DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES EASEMENT, DESCRIBED TO UNITED GAS CORPORATION RECORDED IN VOLUME 380, PAGE 418 ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1106.30 FEET, A CHORD NORTH 19°31'01" EAST, 584.70 FEET, A CENTRAL ANGLE OF 30°38'48", AND AN ARC LENGTH OF 591.73 FEET, ALONG THE EASTERLY LINE OF SAID E. KINGSBURY ST. AND THE WESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT, TO A CALCULATED POINT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID E. KINGSBURY ST., CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 76°33'11" EAST, 14.78 FEET TO A CALCULATED POINT;
2. NORTH 31°33'11" EAST, 7.99 FEET TO A CALCULATED POINT;
3. NORTH 44°31'39" EAST, 284.08 FEET TO A CALCULATED POINT;
4. NORTH 89°31'39" EAST, 35.31 FEET TO A CALCULATED POINT;
5. NORTH 44°26'02" EAST, 407.83 FEET TO A CALCULATED POINT;
6. NORTH 00°28'21" WEST, 30.76 FEET TO A CALCULATED POINT, ALONG THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 80 (120' WIDTH PUBLIC RIGHT-OF-WAY), AND THE NORTHWESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 44°30'01" EAST, 223.55 FEET TO A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID U.S. HIGHWAY 90, AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDTH PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 285.80 FEET TO A CALCULATED POINT;
2. SOUTH 00°28'21" EAST, 30.75 FEET TO A CALCULATED POINT;
3. SOUTH 44°28'02" WEST, 424.40 FEET TO A CALCULATED POINT;
4. SOUTH 89°31'39" WEST, 35.33 FEET TO A CALCULATED POINT;
5. SOUTH 44°31'39" WEST, 273.53 FEET TO A CALCULATED POINT;
6. SOUTH 31°33'11" WEST, 14.00 FEET TO A CALCULATED POINT;
7. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
8. SOUTH 31°33'11" WEST, 112.85 FEET TO A CALCULATED POINT;
9. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
10. SOUTH 25°33'15" WEST, 131.30 FEET TO A CALCULATED POINT;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.49 FEET, A CHORD SOUTH 07°35'53" WEST, 253.40 FEET, A CENTRAL ANGLE OF 18°28'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
12. SOUTH 01°58'22" EAST, 39.82 FEET TO A CALCULATED POINT;

THENCE, SOUTH 88°10'19" WEST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.796 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/7/2024 AT 4:32 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



John G. Mosier
3-4-2024

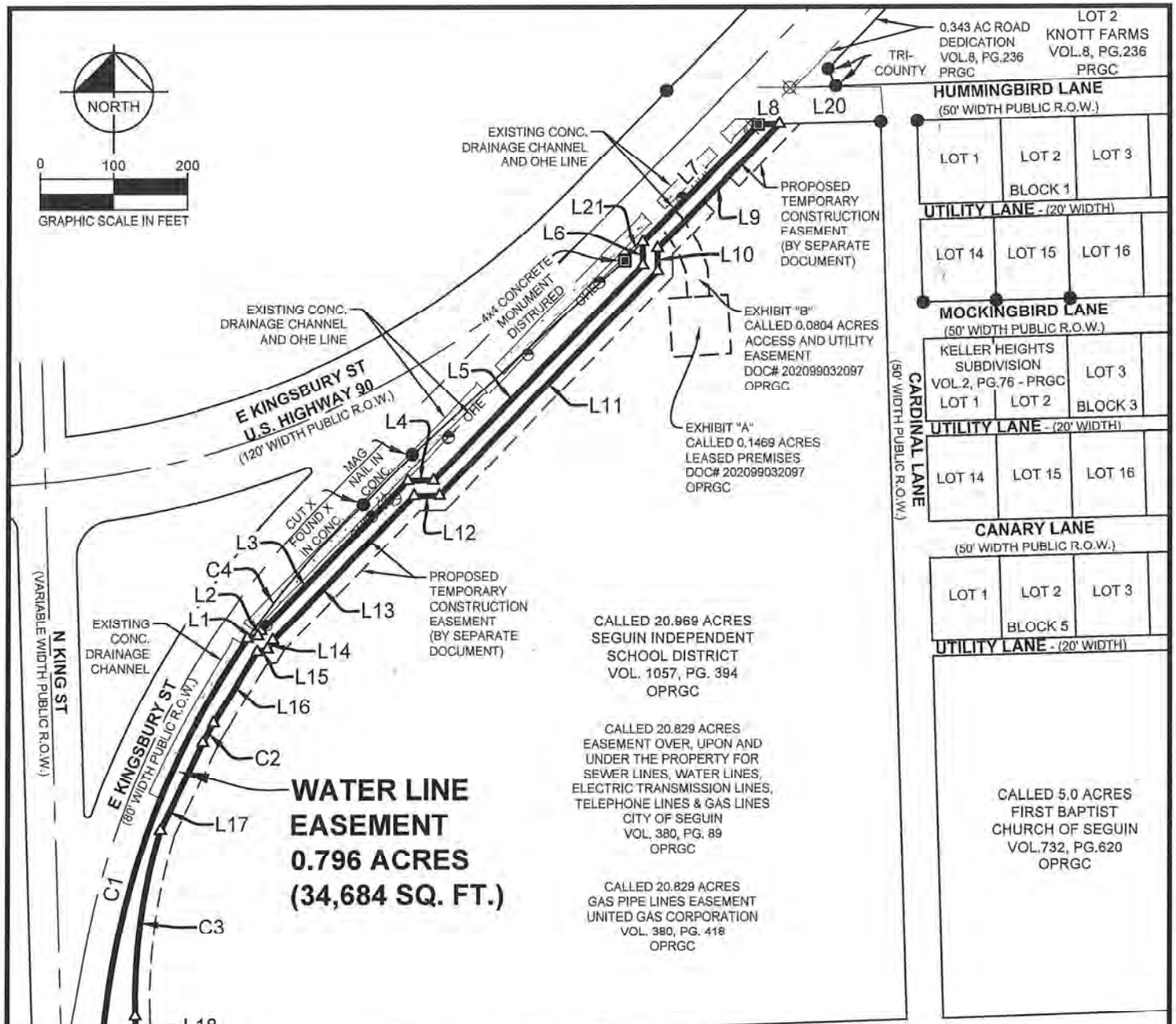
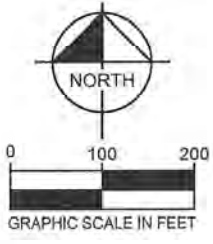
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REGISTERED PROFESSIONAL
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10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

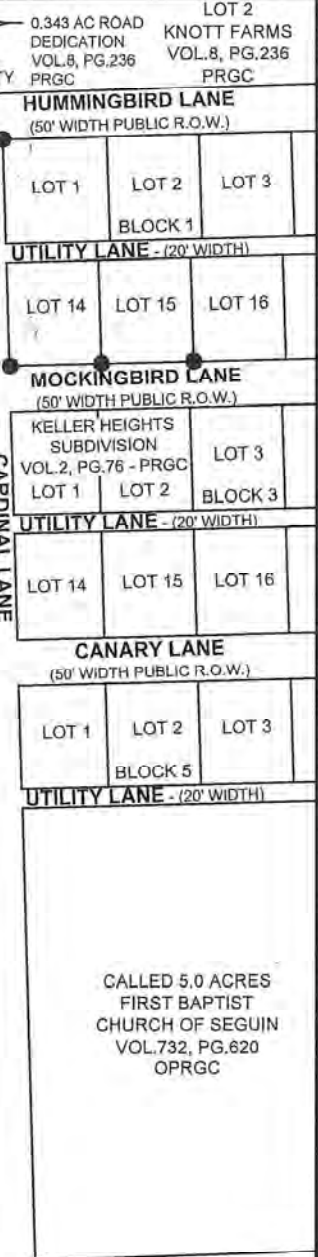


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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/29/2024	064500205	1 OF 3



WATER LINE EASEMENT
0.796 ACRES
(34,684 SQ. FT.)



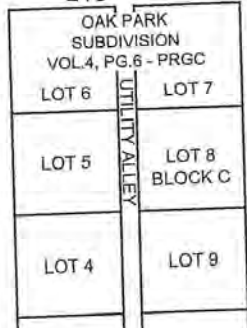
20.969 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1057, PG. 394
 OPRGC

20.829 ACRES
 EASEMENT OVER, UPON AND
 UNDER THE PROPERTY FOR
 SEWER LINES, WATER LINES,
 ELECTRIC TRANSMISSION LINES,
 TELEPHONE LINES & GAS LINES
 CITY OF SEGUIN
 VOL. 380, PG. 89
 OPRGC

20.829 ACRES
 GAS PIPE LINES EASEMENT
 UNITED GAS CORPORATION
 VOL. 380, PG. 418
 OPRGC

32.95 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1551, PG. 866
 OPRGC

SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE



LEGEND	
○	= 1/2" IRON ROD W/"KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
□	= TXDOT TYPE II BRASS DISC
■	= TXDOT TYPE III ALUMINUM DISC
○	= LIGHT POLE
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
- - -	EXISTING EASEMENT LINE

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO TITLE RESEARCH WAS PROVIDED IN THE PREPARATION OF THIS EXHIBIT. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY.

GEODETTIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	SAL	JGM	2/29/2024	064500205	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°33'11"E	14.79'
L2	N31°33'11"E	7.99'
L3	N44°31'39"E	284.09'
L4	N89°31'39"E	35.31'
L5	N44°26'02"E	407.83'
L6	N00°28'21"W	30.76'
L7	N44°30'01"E	223.55'
L8	N88°44'40"E	28.66'
L9	S44°30'01"W	235.80'
L10	S00°28'21"E	30.75'
L11	S44°26'02"W	424.40'
L12	S89°31'39"W	35.33'
L13	S44°31'39"W	273.53'
L14	S31°33'11"W	14.00'
L15	S76°33'11"W	14.14'
L16	S31°33'11"W	112.85'
L17	S25°33'15"W	131.30'
L18	S01°56'22"E	39.82'
L19	S88°10'19"W	46.34'
L20	N88°44'40"E	138.42'
L21	N44°30'01"E	34.10'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°38'46"	1106.30'	591.73'	N19°31'01"E	584.70'
C2	5°59'56"	290.00'	30.36'	S28°33'13"W	30.35'
C3	18°26'48"	790.49'	254.50'	S07°35'53"W	253.40'
C4	12°26'31"	1106.30'	240.23'	S41°03'39"W	239.76'

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	3 OF 3

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1 - 0.662 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 88°10'19" EAST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY LINE OF SAID CEDAR ST. AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

1. NORTH 01°56'22" WEST, 39.82 FEET TO A CALCULATED POINT;
2. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.49 FEET, A CHORD NORTH 07°35'53" EAST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
3. NORTH 25°33'15" EAST, 131.30 FEET TO A CALCULATED POINT;
4. IN A NORTHEASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF NORTH 28°33'13" EAST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
5. NORTH 31°33'11" EAST, 112.85 FEET TO A CALCULATED POINT;
6. NORTH 76°33'11" EAST, 14.14 FEET TO A CALCULATED POINT;
7. NORTH 31°33'11" EAST, 14.00 FEET TO A CALCULATED POINT;
8. NORTH 44°31'39" EAST, 273.53 FEET TO A CALCULATED POINT;
9. NORTH 89°31'39" EAST, 35.33 FEET TO A CALCULATED POINT;
10. NORTH 44°26'02" EAST, 424.40 FEET TO A CALCULATED POINT;
11. NORTH 00°28'21" WEST, 30.75 FEET TO A CALCULATED POINT;
12. NORTH 44°30'01" EAST, 88.86 FEET TO A CALCULATED POINT;
13. SOUTH 45°29'59" EAST, 20.00 FEET TO A CALCULATED POINT;
14. SOUTH 44°30'01" WEST, 80.58 FEET TO A CALCULATED POINT;
15. SOUTH 00°28'21" EAST, 30.73 FEET TO A CALCULATED POINT;
16. SOUTH 44°26'02" WEST, 440.96 FEET TO A CALCULATED POINT;
17. SOUTH 89°31'39" WEST, 35.35 FEET TO A CALCULATED POINT;
18. SOUTH 44°31'39" WEST, 262.97 FEET TO A CALCULATED POINT;
19. SOUTH 31°33'11" WEST, 20.01 FEET TO A CALCULATED POINT;
20. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
21. SOUTH 31°33'11" WEST, 104.57 FEET TO A CALCULATED POINT;
22. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 28.26 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 28.27 FEET TO A CALCULATED POINT;
23. SOUTH 25°33'15" WEST, 129.77 FEET TO A CALCULATED POINT;
24. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.49 FEET, A CHORD SOUTH 07°32'37" WEST, 245.44 FEET, A CENTRAL ANGLE OF 18°19'47", AND AN ARC LENGTH OF 246.49 FEET TO A CALCULATED POINT;
25. SOUTH 01°56'22" EAST, 39.80 FEET TO A CALCULATED POINT ALONG THE NORTHERLY LINE OF AFORESAID CEDAR ST.;

THENCE, SOUTH 88°10'19" WEST, 20.00 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.662 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 10:41 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMT\IV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



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John G. Mosier
3-14-2024

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

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San Antonio, Texas 78216 FIRM # 10193973

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	1 OF 4

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 2 - 0.050 ACRES

BEING A 0.050 ACRE (2,177 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDE PUBLIC RIGHT-OF-WAY), AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. SOUTH 44°30'01" WEST, 119.14 FEET TO A CALCULATED POINT;
- 2. NORTH 45°29'59" WEST, 20.00 FEET TO A CALCULATED POINT;

NORTH 44°30'01" EAST, 98.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.050 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 1:52 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

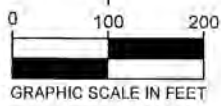
**LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES**

**BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS**

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SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

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		SCALE	DRAWN BY	CHECKED BY	DATE
N/A	SAL	JGM	3/14/2024	064500205	2 OF 4



TEMPORARY CONSTRUCTION EASEMENT 2 0.050 ACRES (2,177 SQ. FT.)

PROPOSED WATER LINE EASEMENT (BY SEPARATE DOCUMENT)

4x4 CONCRETE MONUMENT DISTURBED

EXHIBIT "B" CALLED 0.0804 ACRES ACCESS AND UTILITY EASEMENT DOC# 202099032097 OPRGC

EXHIBIT "A" CALLED 0.1469 ACRES LEASED PREMISES DOC# 202099032097 OPRGC

CALLED 20.969 ACRES SEGUIN INDEPENDENT SCHOOL DISTRICT VOL. 1057, PG. 394 OPRGC

CALLED 20.829 ACRES EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES & GAS LINES CITY OF SEGUIN VOL. 380, PG. 89 OPRGC

CALLED 20.829 ACRES GAS PIPE LINES EASEMENT UNITED GAS CORPORATION VOL. 380, PG. 418 OPRGC

CALLED 5.0 ACRES FIRST BAPTIST CHURCH OF SEGUIN VOL.732, PG.620 OPRGC

TEMPORARY CONSTRUCTION EASEMENT 1 0.662 ACRES (28,835 SQ. FT.)

PROPOSED WATER LINE EASEMENT (BY SEPARATE DOCUMENT)

P.O.C.

P.O.B.

E KINGSBURY ST
U.S. HIGHWAY 90
(120' WIDTH PUBLIC R.O.W.)

E KINGSBURY ST
(80' WIDTH PUBLIC R.O.W.)

CEDAR ST
(70' WIDTH PUBLIC R.O.W.) - VOL.4, PG.6 - PRGC

0.343 AC ROAD DEDICATION VOL.8, PG.236 PRGC
LOT 2 KNOTT FARMS VOL.8, PG.236 PRGC

HUMMINGBIRD LANE
(50' WIDTH PUBLIC R.O.W.)

LOT 1 LOT 2 LOT 3
BLOCK 1

UTILITY LANE - (20' WIDTH)

LOT 14 LOT 15 LOT 16

MOCKINGBIRD LANE
(50' WIDTH PUBLIC R.O.W.)

KELLER HEIGHTS SUBDIVISION VOL.2, PG.76 - PRGC
LOT 1 LOT 2 BLOCK 3

UTILITY LANE - (20' WIDTH)

LOT 14 LOT 15 LOT 16

CANARY LANE
(50' WIDTH PUBLIC R.O.W.)

LOT 1 LOT 2 LOT 3
BLOCK 5

UTILITY LANE - (20' WIDTH)

LEGEND	
○	= 1/2" IRON ROD W/"KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
■	= TxDOT TYPE II BRASS DISC
◻	= TxDOT TYPE III ALUMINUM DISC
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
---	EXISTING EASEMENT LINE

CALLED 32.95 ACRES SEGUIN INDEPENDENT SCHOOL DISTRICT VOL.1551, PG.886 - OPRGC

SEE PAGE 1 OF 4 FOR SURVEY SEAL AND SIGNATURE

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

0.662 & 0.050 ACRES

BEING A PORTION OF THE JOHN SOWELL SURVEY, ABSTRACT 35 CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL, NO IMPROVEMENTS ARE SHOWN. THE EASEMENTS SHOWN IN THIS EXHIBIT ARE BASED ON TITLE RESEARCH PROVIDED BY FIVE STAR TITLE, LLC ON 2-5-2024. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com 68

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	SAL	JGM	3/18/2024	064500205	3 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°10'19"E	46.34'
L2	N01°56'22"W	39.82'
L3	N25°33'15"E	131.30'
L4	N31°33'11"E	112.85'
L5	N76°33'11"E	14.14'
L6	N31°33'11"E	14.00'
L7	N44°31'39"E	273.53'
L8	N89°31'39"E	35.33'
L9	N44°26'02"E	424.40'
L10	N00°28'21"W	30.75'
L11	N44°30'01"E	88.86'
L12	S45°29'59"E	20.00'
L13	S44°30'01"W	80.58'
L14	S00°28'21"E	30.73'
L15	S44°26'02"W	440.96'
L16	S89°31'39"W	35.35'
L17	S44°31'39"W	262.97'
L18	S31°33'11"W	20.01'
L19	S76°33'11"W	14.14'
L20	S31°33'11"W	104.57'
L21	S25°33'15"W	129.77'
L22	S01°56'22"E	39.80'
L23	S88°10'19"W	20.00'
L24	N88°44'40"E	28.66'
L25	N88°44'40"E	28.66'
L26	S44°30'01"W	119.14'
L27	N45°29'59"W	20.00'
L28	N44°30'01"E	98.60'
L29	N88°44'40"E	109.75'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°26'48"	790.49'	254.50'	N07°35'53"E	253.40'
C2	5°59'56"	290.00'	30.36'	N28°33'13"E	30.35'
C3	5°59'56"	270.00'	28.27'	S28°33'13"W	28.26'
C4	18°19'47"	770.49'	246.49'	S07°32'37"W	245.44'

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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 San Antonio, Texas 78216 FIRM # 10193973

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69

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	4 OF 4

SEE PAGE 1 OF 4 FOR
 SURVEY SEAL AND SIGNATURE

Exhibit "A"

Permanent Utility Easement

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.

**PERMANENT UTILITY EASEMENT
(Corporate)**

STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

DATE: _____, 2024

GRANTOR: Seguin Independent School District

GRANTOR'S MAILING ADDRESS: 1231 East Kingsbury Street
Seguin, Texas 78155

GRANTEE: CITY OF SEGUIN, TEXAS

GRANTEE'S MAILING ADDRESS: 205 North River Street
Seguin, Texas 78155

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: Being a variable width permanent utility easement containing 0.796 of an acre (34,684) square feet of land in Guadalupe County, Texas, said location being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: GRANTOR grants, sells and conveys to GRANTEE, its successors and assigns, a perpetual 20 foot wide easement appurtenant and right of way in, upon, over, under and across the Easement Property for the installation, construction, operation, maintenance, repair, upgrade and removal of multiple water, wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenances thereto, including but not limited to lift stations and fencing, together with the right of ingress and egress in, through, upon, over, under and across said right of way for the purpose of constructing, reconstructing, inspecting, maintaining, and removing said line(s) and related improvements within the Easement Property.

GRANTOR expressly covenants and agrees that GRANTOR will not make changes to the grade of the Easement Property or further burden the Easement Property with additional

or rights-of-way without prior written approval of GRANTEE, and that no building, structures, or trees of any kind will be placed on said Easement Property and the right of way herein granted.

Together with the right of ingress and egress over said Easement Area and over GRANTOR'S adjoining lands for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area.

GRANTOR grants to GRANTEE the right to remove from said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which may interfere with exercise of the rights granted hereunder.

Upon completion of construction of the line(s) GRANTEE agrees to restore the surface of the Easement Property to as near its condition as existed immediately prior to any such construction as is reasonably practicable. GRANTEE may place line markers and appurtenances related to the line, including but not limited to manhole covers and valves.

GRANTOR reserves the right to fully use and enjoy the Easement Property for so long as such uses and enjoyment do not interfere with and are not inconsistent with the easement and rights granted to GRANTEE, including building of driveways or roads as long as such are constructed so that they cross the road at a right angle.

This agreement and the rights and privileges granted hereby, may be assigned or conveyed by GRANTEE, its successors and permitted assigns, in whole or in part, or in undivided interests, vesting in such assignee any and all rights, interests, and estates so assigned and leaving in GRANTEE, its successors or permitted assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately. In the event of an assignment of all or a portion of the rights granted under this Agreement by GRANTEE, all terms and provisions of this Agreement shall be binding on any assignee.

TO HAVE AND TO HOLD the above-described easement and rights unto GRANTEE, its successors and assigns, until the use of said easement by GRANTEE, its successors and assigns shall be permanently abandoned. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the above described easements and rights unto said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

This easement is effective upon the signing of this document by both Grantor and Grantee.

[Signatures on following page]

WITNESS our hand this _____ day of _____, 2024.

GRANTOR:

Seguin Independent School District

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, the _____ for Seguin Independent School District.

Notary Public In and For
The State of Texas

My Commission expires: _____

EXHIBIT "A"

DRAFT

LEGAL DESCRIPTION:

WATER LINE EASEMENT - 0.796 ACRES

BEING A 0.796 ACRE (34,884 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES, DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES EASEMENT, DESCRIBED TO UNITED GAS CORPORATION RECORDED IN VOLUME 380, PAGE 418 ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1106.30 FEET, A CHORD NORTH 19°31'01" EAST, 584.70 FEET, A CENTRAL ANGLE OF 30°38'48", AND AN ARC LENGTH OF 591.73 FEET, ALONG THE EASTERLY LINE OF SAID E. KINGSBURY ST. AND THE WESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT, TO A CALCULATED POINT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID E. KINGSBURY ST., CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 76°33'11" EAST, 14.78 FEET TO A CALCULATED POINT;
2. NORTH 31°33'11" EAST, 7.99 FEET TO A CALCULATED POINT;
3. NORTH 44°31'39" EAST, 284.08 FEET TO A CALCULATED POINT;
4. NORTH 89°31'39" EAST, 35.31 FEET TO A CALCULATED POINT;
5. NORTH 44°26'02" EAST, 407.83 FEET TO A CALCULATED POINT;
6. NORTH 00°28'21" WEST, 30.76 FEET TO A CALCULATED POINT, ALONG THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDTH PUBLIC RIGHT-OF-WAY), AND THE NORTHWESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 44°30'01" EAST, 223.55 FEET TO A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID U.S. HIGHWAY 90, AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDTH PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 285.80 FEET TO A CALCULATED POINT;
2. SOUTH 00°28'21" EAST, 30.75 FEET TO A CALCULATED POINT;
3. SOUTH 44°28'02" WEST, 424.40 FEET TO A CALCULATED POINT;
4. SOUTH 89°31'39" WEST, 35.33 FEET TO A CALCULATED POINT;
5. SOUTH 44°31'39" WEST, 273.53 FEET TO A CALCULATED POINT;
6. SOUTH 31°33'11" WEST, 14.00 FEET TO A CALCULATED POINT;
7. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
8. SOUTH 31°33'11" WEST, 112.85 FEET TO A CALCULATED POINT;
9. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
10. SOUTH 25°33'15" WEST, 131.30 FEET TO A CALCULATED POINT;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.49 FEET, A CHORD SOUTH 07°35'53" WEST, 253.40 FEET, A CENTRAL ANGLE OF 18°28'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
12. SOUTH 01°58'22" EAST, 39.82 FEET TO A CALCULATED POINT;

THENCE, SOUTH 88°10'19" WEST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.796 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/7/2024 AT 4:32 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



John G. Mosier
3-4-2024

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

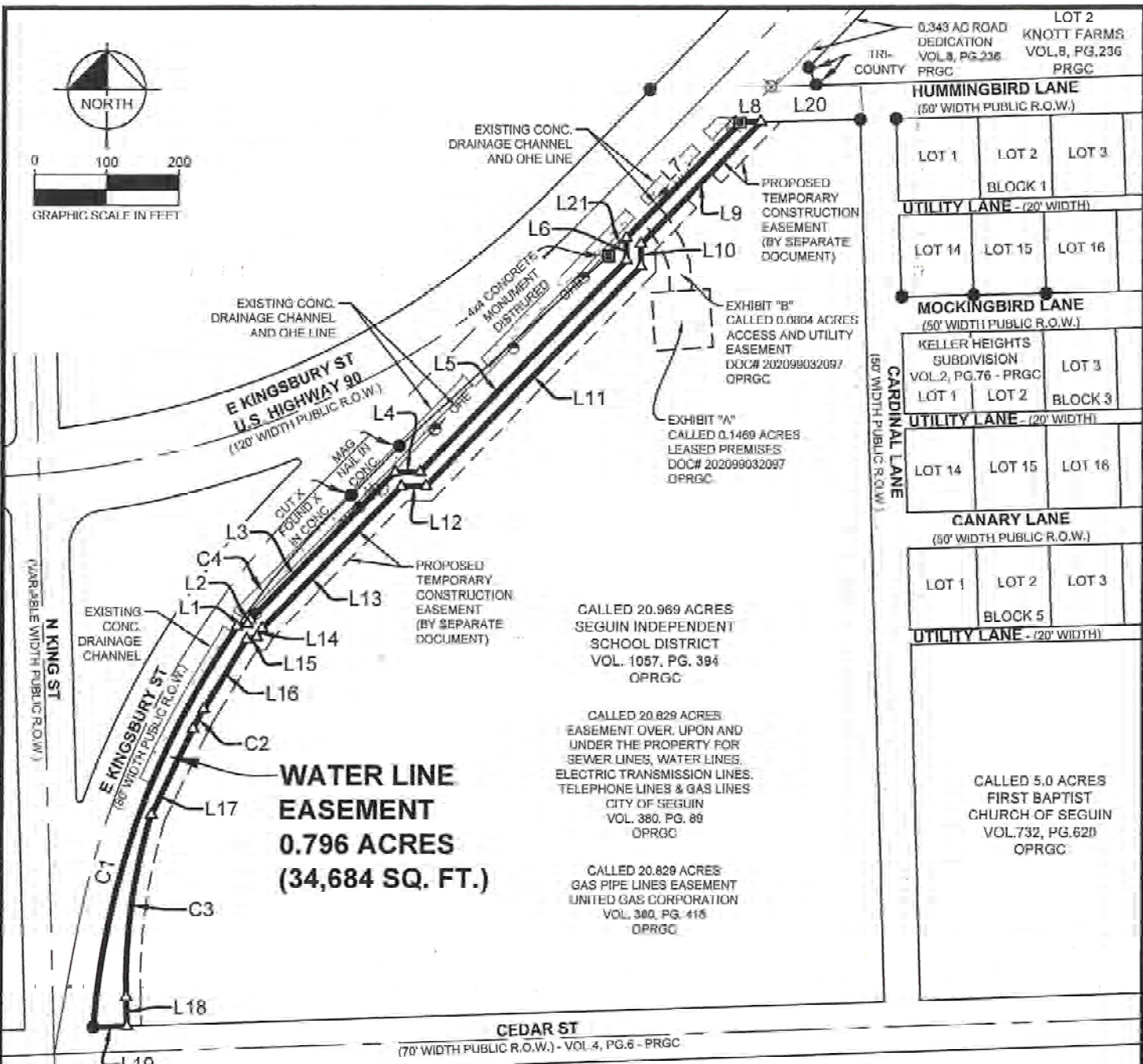
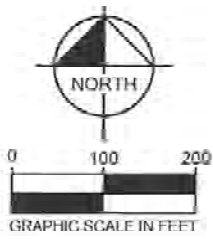
LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

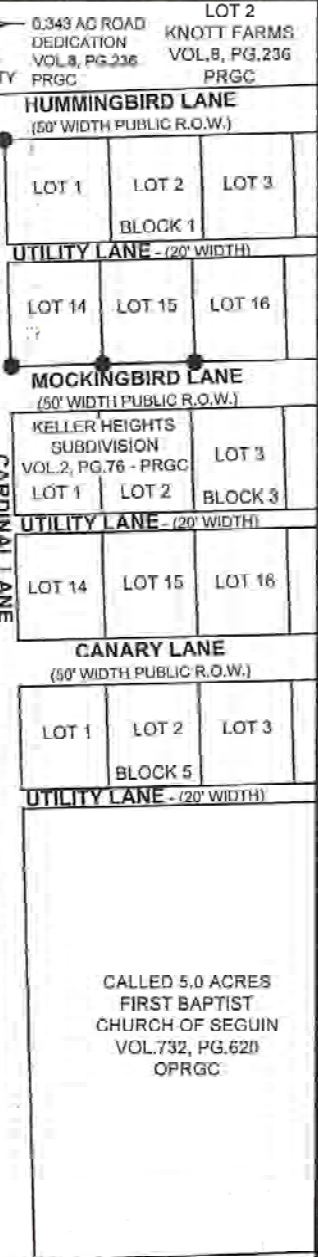
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/29/2024	064500205	1 OF 3



WATER LINE EASEMENT
0.796 ACRES
(34,684 SQ. FT.)



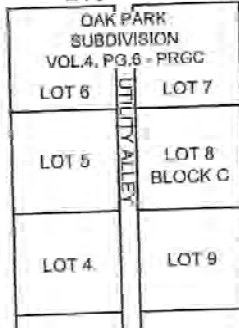
CALLED 20.969 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1057, PG. 394
 OPRGC

CALLED 20.829 ACRES
 EASEMENT OVER, UPON AND
 UNDER THE PROPERTY FOR
 SEWER LINES, WATER LINES,
 ELECTRIC TRANSMISSION LINES,
 TELEPHONE LINES & GAS LINES
 CITY OF SEGUIN
 VOL. 380, PG. 89
 OPRGC

CALLED 20.829 ACRES
 GAS PIPE LINES EASEMENT
 UNITED GAS CORPORATION
 VOL. 380, PG. 415
 OPRGC

CALLED 32.95 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1551, PG. 866
 OPRGC

SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE



LEGEND	
○	= 1/2" IRON ROD W/ "KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
■	= TxDOT TYPE II BRASS DISC
◻	= TxDOT TYPE III ALUMINUM DISC
○	= LIGHT POLE
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
- - -	EXISTING EASEMENT LINE

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO TITLE RESEARCH WAS PROVIDED IN THE PREPARATION OF THIS EXHIBIT. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
T' = 80'	SAL	JSM	2/28/2024	064500205	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°33'11"E	14.79'
L2	N31°33'11"E	7.99'
L3	N44°31'39"E	284.09'
L4	N89°31'39"E	35.31'
L5	N44°26'02"E	407.83'
L6	N00°28'21"W	30.76'
L7	N44°30'01"E	223.55'
L8	N88°44'40"E	28.66'
L9	S44°30'01"W	235.80'
L10	S00°28'21"E	30.75'
L11	S44°26'02"W	424.40'
L12	S89°31'39"W	35.33'
L13	S44°31'39"W	273.53'
L14	S31°33'11"W	14.00'
L15	S76°33'11"W	14.14'
L16	S31°33'11"W	112.85'
L17	S25°33'15"W	131.30'
L18	S01°56'22"E	39.82'
L19	S88°10'19"W	46.34'
L20	N88°44'40"E	138.42'
L21	N44°30'01"E	34.10'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°38'46"	1106.30'	591.73'	N19°31'01"E	584.70'
C2	5°59'56"	290.00'	30.36'	S28°33'13"W	30.35'
C3	18°26'48"	790.49'	254.50'	S07°35'53"W	253.40'
C4	12°26'31"	1106.30'	240.23'	S41°03'39"W	239.76'

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

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Tel. No. (210) 541-9166
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SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	3 OF 3

Exhibit "B"

Temporary Construction Easement

reconstructing, inspecting, maintaining, and removing said line(s) and related improvements within the Easement Property, such easement being in, upon, over, under and across the Temporary Easement Property.

TO HAVE AND TO HOLD the Temporary Construction Easement and rights unto the said GRANTEE, its successors and assigns, beginning upon construction of this Easement and terminating upon the earlier of (i) the GRANTEE's return and surrender of the Temporary Construction Easement to GRANTOR or; (ii) **July 31, 2026**, at which time this Temporary Construction Easement shall expire.

GRANTEE expressly agrees that it will remove from the Temporary Easement Property all surplus materials upon the completion of work related to this Temporary Easement and will cause the land to be left as nearly as is practicable in the condition as it existed prior to the use thereof by GRANTEE.

GRANTEE shall have the right to remove from said Temporary Easement Property all trees and other vegetation in whole or in parts thereof which may interfere with exercise of the rights granted hereunder; GRANTEE shall not damage, destroy or remove any trees within the Temporary Easement Property with a trunk diameter greater than four inches (4") without the approval of GRANTOR.

GRANTEE, without waiving its governmental immunity, agrees to maintain adequate intergovernmental risk management fund coverage and shall require its contractor(s) to maintain adequate insurance coverage during the term of this Temporary Construction Easement and to be responsible for any damage or injury resulting from GRANTEE's or its contractor's activities on the Temporary Easement Property. GRANTOR shall be a named additional insured under the policies, furnished with certificates of insurance and will be given not less than 15 days prior written notice of any termination of coverage.

GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above-described temporary easement and rights unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by through or under GRANTOR.

[Signature on following page]

Executed effective this _____ day of _____, 2024.

GRANTOR:

Seguin Independent School District

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF _____

§
§
§

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, the _____ for Seguin Independent School District.

Notary Public In and For
The State of Texas

My Commission expires: _____

Exhibit A

Temporary Easement Property

DRAFT

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1 - 0.662 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 88°10'19" EAST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY LINE OF SAID CEDAR ST. AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

1. NORTH 01°56'22" WEST, 39.82 FEET TO A CALCULATED POINT;
2. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.49 FEET, A CHORD NORTH 07°35'53" EAST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
3. NORTH 25°33'15" EAST, 131.30 FEET TO A CALCULATED POINT;
4. IN A NORTHEASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF NORTH 28°33'13" EAST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
5. NORTH 31°33'11" EAST, 112.85 FEET TO A CALCULATED POINT;
6. NORTH 76°33'11" EAST, 14.14 FEET TO A CALCULATED POINT;
7. NORTH 31°33'11" EAST, 14.00 FEET TO A CALCULATED POINT;
8. NORTH 44°31'39" EAST, 273.53 FEET TO A CALCULATED POINT;
9. NORTH 89°31'39" EAST, 35.33 FEET TO A CALCULATED POINT;
10. NORTH 44°26'02" EAST, 424.40 FEET TO A CALCULATED POINT;
11. NORTH 00°28'21" WEST, 30.75 FEET TO A CALCULATED POINT;
12. NORTH 44°30'01" EAST, 88.86 FEET TO A CALCULATED POINT;
13. SOUTH 45°29'59" EAST, 20.00 FEET TO A CALCULATED POINT;
14. SOUTH 44°30'01" WEST, 80.58 FEET TO A CALCULATED POINT;
15. SOUTH 00°28'21" EAST, 30.73 FEET TO A CALCULATED POINT;
16. SOUTH 44°26'02" WEST, 440.96 FEET TO A CALCULATED POINT;
17. SOUTH 89°31'39" WEST, 35.35 FEET TO A CALCULATED POINT;
18. SOUTH 44°31'39" WEST, 262.97 FEET TO A CALCULATED POINT;
19. SOUTH 31°33'11" WEST, 20.01 FEET TO A CALCULATED POINT;
20. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
21. SOUTH 31°33'11" WEST, 104.57 FEET TO A CALCULATED POINT;
22. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 28.26 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 28.27 FEET TO A CALCULATED POINT;
23. SOUTH 25°33'15" WEST, 129.77 FEET TO A CALCULATED POINT;
24. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.49 FEET, A CHORD SOUTH 07°32'37" WEST, 245.44 FEET, A CENTRAL ANGLE OF 18°19'47", AND AN ARC LENGTH OF 246.49 FEET TO A CALCULATED POINT;
25. SOUTH 01°56'22" EAST, 39.80 FEET TO A CALCULATED POINT ALONG THE NORTHERLY LINE OF AFORESAID CEDAR ST.;

THENCE, SOUTH 88°10'19" WEST, 20.00 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.662 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 10:41 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMT\IV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



JOHN G. MOSIER
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John G. Mosier
3-14-2024

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com 83

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	1 OF 4

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 2 - 0.050 ACRES

BEING A 0.050 ACRE (2,177 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDE PUBLIC RIGHT-OF-WAY), AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. SOUTH 44°30'01" WEST, 119.14 FEET TO A CALCULATED POINT;
- 2. NORTH 45°29'59" WEST, 20.00 FEET TO A CALCULATED POINT;

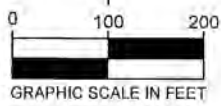
NORTH 44°30'01" EAST, 98.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.050 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 1:52 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SEE PAGE 1 OF 4 FOR
 SURVEY SEAL AND SIGNATURE

<h1 style="margin: 0;">Kimley»Horn</h1>	
10101 Reunion Place, Suite 400 San Antonio, Texas 78216	FIRM # 10193973
Tel. No. (210) 541-9166 www.kimley-horn.com	84
SCALE N/A	DRAWN BY SAL
CHECKED BY JGM	DATE 3/14/2024
PROJECT NO. 064500205	SHEET NO. 2 OF 4



**TEMPORARY
CONSTRUCTION
EASEMENT 2
0.050 ACRES
(2,177 SQ. FT.)**

PROPOSED
WATER LINE
EASEMENT
(BY SEPARATE
DOCUMENT)

4x4 CONCRETE
MONUMENT
DISTURBED

EXHIBIT "B"
CALLED 0.0804 ACRES
ACCESS AND UTILITY
EASEMENT
DOC# 202099032097
OPRGC

EXHIBIT "A"
CALLED 0.1469 ACRES
LEASED PREMISES
DOC# 202099032097
OPRGC

CALLED 20.969 ACRES
SEGUIN INDEPENDENT SCHOOL
DISTRICT
VOL. 1057, PG. 394
OPRGC

CALLED 20.829 ACRES
EASEMENT OVER, UPON AND
UNDER THE PROPERTY FOR
SEWER LINES, WATER LINES,
ELECTRIC TRANSMISSION LINES,
TELEPHONE LINES & GAS LINES
CITY OF SEGUIN
VOL. 380, PG. 89
OPRGC

CALLED 20.829 ACRES
GAS PIPE LINES EASEMENT
UNITED GAS CORPORATION
VOL. 380, PG. 418
OPRGC

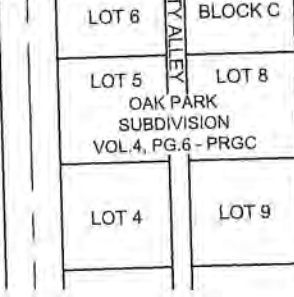
CALLED 5.0 ACRES
FIRST BAPTIST
CHURCH OF SEGUIN
VOL.732, PG.620
OPRGC

**TEMPORARY
CONSTRUCTION
EASEMENT 1
0.662 ACRES
(28,835 SQ. FT.)**

PROPOSED
WATER LINE
EASEMENT
(BY SEPARATE
DOCUMENT)

CEDAR ST
(70' WIDTH PUBLIC R.O.W.) - VOL.4, PG.6 - PRGC

P.O.B.



LEGEND	
○	= 1/2" IRON ROD W/"KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
■	= TxDOT TYPE II BRASS DISC
◻	= TxDOT TYPE III ALUMINUM DISC
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
— PROPERTY LINE	
— EASEMENT BOUNDARY LINE	
- - - EXISTING EASEMENT LINE	

CALLED 32.95 ACRES
SEGUIN INDEPENDENT
SCHOOL DISTRICT
VOL.1551, PG.886 - OPRGC

SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

LEGAL DESCRIPTION
**TEMPORARY
CONSTRUCTION EASEMENT**
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL, NO IMPROVEMENTS ARE SHOWN. THE EASEMENTS SHOWN IN THIS EXHIBIT ARE BASED ON TITLE RESEARCH PROVIDED BY FIVE STAR TITLE, LLC ON 2-5-2024. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

Kimley»Horn

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	SAL	JGM	3/18/2024	064500205	3 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°10'19"E	46.34'
L2	N01°56'22"W	39.82'
L3	N25°33'15"E	131.30'
L4	N31°33'11"E	112.85'
L5	N76°33'11"E	14.14'
L6	N31°33'11"E	14.00'
L7	N44°31'39"E	273.53'
L8	N89°31'39"E	35.33'
L9	N44°26'02"E	424.40'
L10	N00°28'21"W	30.75'
L11	N44°30'01"E	88.86'
L12	S45°29'59"E	20.00'
L13	S44°30'01"W	80.58'
L14	S00°28'21"E	30.73'
L15	S44°26'02"W	440.96'
L16	S89°31'39"W	35.35'
L17	S44°31'39"W	262.97'
L18	S31°33'11"W	20.01'
L19	S76°33'11"W	14.14'
L20	S31°33'11"W	104.57'
L21	S25°33'15"W	129.77'
L22	S01°56'22"E	39.80'
L23	S88°10'19"W	20.00'
L24	N88°44'40"E	28.66'
L25	N88°44'40"E	28.66'
L26	S44°30'01"W	119.14'
L27	N45°29'59"W	20.00'
L28	N44°30'01"E	98.60'
L29	N88°44'40"E	109.75'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°26'48"	790.49'	254.50'	N07°35'53"E	253.40'
C2	5°59'56"	290.00'	30.36'	N28°33'13"E	30.35'
C3	5°59'56"	270.00'	28.27'	S28°33'13"W	28.26'
C4	18°19'47"	770.49'	246.49'	S07°32'37"W	245.44'

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	86 4 OF 4

SEE PAGE 1 OF 4 FOR
 SURVEY SEAL AND SIGNATURE



APPRAISAL REPORT

PARCEL 1

1231 East Kingsbury Street
Seguin, Guadalupe County, Texas 78155



FOR



Cedar Street Water Line Expansion Project

March 11, 2024

Erin Newberry
 Real Estate Services Project Manager
HDR Engineering
 613 North Loop 410 West, Suite 700
 San Antonio, Texas 78216



PARCEL 1
CEDAR STREET WATER LINE EXPANSION PROJECT

1231 East Kingsbury Street
 Seguin, Guadalupe County, Texas 78155

In accordance with your request and authorization, we have completed an Appraisal Report of the captioned property for the purpose of providing an opinion of total compensation due to the property owner as a result of the acquisition of a permanent water line easement containing 0.796 acre (34,684 SF) and two temporary construction easements containing a total of 0.712 acre (31,012 SF). The property rights appraised herein are those constituting the fee simple title to the whole property and easement rights to the partial acquisition. It is our intent to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Texas Property Code, Title 4, Chapter 21, Subchapter A.

It should be noted that the undersigned has experience in appraising properties considered similar to the subject, in the subject market area, and therefore comply with the Competency Rule as outlined in USPAP.

The following report, plus the Addendum, sets forth our findings and conclusions. Maps, plats, and photographs that are considered essential to explain the reasoning followed in making the appraisal have been included and the conclusions are expressed therein. Please refer to the Basic Assumptions and Limiting Conditions section of this report. This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP). Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report. Furthermore, as agreed upon with the client prior to the preparation of this appraisal, this is an appraisal as set forth by USPAP.

USPAP Standards Rule 1-2(h) states that an appraiser must identify the scope of work necessary to complete an assignment. The scope of work is acceptable when it is consistent with: (1) the expectations of participants in the market for the same or similar appraisal services; and (2) what the appraiser's peers' actions would be in performing the same or similar assignment in compliance with USPAP. In the case of the subject property, both of these USPAP criteria have been met.

NOTEWORTHY POINTS

- The whole property of this report consists of a 20.969-acre (913,410 SF) tract of land on the northeast corner of East Kingsbury Street and Cedar Street. It is improved with multiple buildings primarily utilized as the Seguin ISD administrative office facility and related site improvements. As the primary improvements are not impacted by the partial acquisition and will have similar utility after the water line is constructed, these improvements are not included in this appraisal.
- The parts to be acquired consist of a 0.796 acre (34,684 SF) permanent water line easement and two temporary construction easements containing a total of 0.712 acre (31,012 SF). The proposed easement extends along the western property line with the East Kingsbury Street frontage. The remainder property will be of similar shape, size, and configuration as the whole property before the acquisition.
- The partial acquisition is improved with asphalt and concrete paving, concrete curbs, and an on premise sign. According to the client, any affected improvements will be restored on the remainder property. Thus, these improvements are excluded from the following analysis and only the land is appraised.
- **Reader is referred to the Extraordinary Assumption and Hypothetical Condition in the Scope of Work section.**

The appraisal, subject to the assumptions and limiting conditions as expressed herein and conducted according to the Uniform Standards of Professional Appraisal Practice, led me to the conclusion that the total compensation due to the property owner as a result of the partial acquisition contained herein was:

COMPENSATION CONCLUSION		
Interest	Date	Compensation
Permanent Easement	March 4, 2024	\$91,100
Temporary Construction Easement	March 4, 2024	\$21,800
		\$112,900
Total Compensation		\$112,900

Support and explanation for my value conclusion is explained in detail in the contents of the attached report. It has been a pleasure to assist you, and if I can be of service to you in the future, please let me know.

Lowery Property Advisors, LLC



MARIO CARO, MAI, AI-GRS, SR/WA
Texas State Certified General Real Estate Appraiser
 Certificate No. TX1334889-G
mario@lowerypa.com



CARL K. EISENHAUER, MAI
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CONTENTS

SALIENT DATA	5
SUBJECT PHOTOGRAPHS.....	7
INTRODUCTION	11
SCOPE OF WORK	13
REGIONAL.....	16
NEIGHBORHOOD	23
ECONOMIC UPDATE.....	28
SITE DESCRIPTION	33
IMPROVEMENTS	41
PROPERTY HISTORY	42
REAL ESTATE TAXES.....	43
HIGHEST & BEST USE	44
LAND VALUATION	47
PART TO BE ACQUIRED	60
REMAINDER BEFORE THE ACQUISITION	70
REMAINDER AFTER THE ACQUISITION	71
TEMPORARY EASEMENT.....	72
TOTAL COMPENSATION	73
ASSUMPTIONS & LIMITING CONDITIONS	74
CERTIFICATION	76
ADDENDUM.....	77



SALIENT DATA

GENERAL

Date of Valuation	March 4, 2024, 2024 "As Is"
Date of Inspection	March 4, 2024
Property Rights Appraised	Fee Simple and Easement Estates
Property Identification	Parcel 1

SITE DESCRIPTION

Location	The subject property is located on the northeast corner of East Kingsbury Street and Cedar Street, Seguin, Guadalupe County, Texas. The physical address associated with the subject is 1231 East Kingsbury Street, Seguin, Texas 78155.	
Site Description	The subject property of this report consists of a 20.969-acre (913,410 SF) tract of land. None of the subject property is located in flood plain. The subject is irregular in shape with level terrain. Reader is referred to the <i>Site Description</i> section for further details.	
Legal Description – Parent Property	Being a 20.969-acre tract of land out of the John Sowell Survey, Abstract 35, City of Seguin, Guadalupe County, Texas.	
Property Ownership Info	Seguin Independent School District 1231 East Kingsbury Street, Seguin, Texas 78155 830.401.8610 – Robert Gonzales	
Zoning	P, Public District and C, Commercial District	
Land Area – Whole Property	20.969 Acres	913,410 SF
<u>Waterline Easement (Parcel 1)</u>	<u>0.796 Acre</u>	<u>34,684 SF</u>
Remainder Property	20.173 Acres	878,726 SF
Remainder Property – Easement	0.796 Acre	34,684 SF

It should be noted that the area being acquired is in easement interest only and will not change the remainder property area. As such, the remainder tract is equal in size to the whole property tract.





IMPROVEMENTS

General Description

The subject is improved with multiple buildings primarily utilized as the Seguin ISD administrative office facility and related site improvements. As the primary building improvements are located a sufficient distance from the acquisition area and are not adversely impacted, an analysis of the subject as improved is not applicable. The partial acquisition is improved with asphalt and concrete paving, concrete curbs, and an on-premise sign. According to the client, any impacted site improvements will be replaced upon completion of construction. Thus, these improvements are excluded from the analysis. Additionally, it was indicated that no trees will be removed as a result of the construction of the water line. **The appraisal is subject to the Extraordinary Assumption that the construction contractor will restore the property to as original condition as possible.**

HIGHEST & BEST USE

As If Vacant
As Improved

Mixed use as warranted by demand
Not applicable

COMPENSATION SUMMARY		
Appraisal Premise	Value	Compensation
Whole Property	\$3,196,900	
Part to Be Acquired		\$91,100
Remainder Before the Acquisition	\$3,105,800	
Remainder After the Acquisition	\$3,105,800	
Net Damages or Enhancements, in any		\$0
Temporary Construction Easement		\$21,800
Cost to Cure		\$0
Total Compensation		\$112,900





SUBJECT PHOTOGRAPHS



Looking southeast at whole property, from E Kingsbury St



Looking south at subject property from northwest corner



Looking east at whole property from west boundary



Looking south at whole property from Hummingbird Ln



Looking southwest at whole property from Cardinal Ln



Looking north along the partial acquisition from south boundary

NOTE: The yellow line drawn on the photo is used to identify the approximate location of the proposed acquisition and is meant for illustration purposes only.



SUBJECT PHOTOGRAPHS



Looking south along the partial acquisition on west boundary



Looking northeast at the partial acquisition



Looking northeast along the partial acquisition



Looking southwest along the partial acquisition



Looking northeast along the partial acquisition



Looking southwest at partial acquisition from north boundary

NOTE: The yellow line drawn on the photo is used to identify the approximate location of the proposed acquisition and is meant for illustration purposes only.





SUBJECT PHOTOGRAPHS



Looking northeast at the remainder, from partial acquisition



Looking north along Kingsbury St, subject on right



Looking southwest along US Highway 90, subject on left



Looking east along Cedar Street, subject to the left



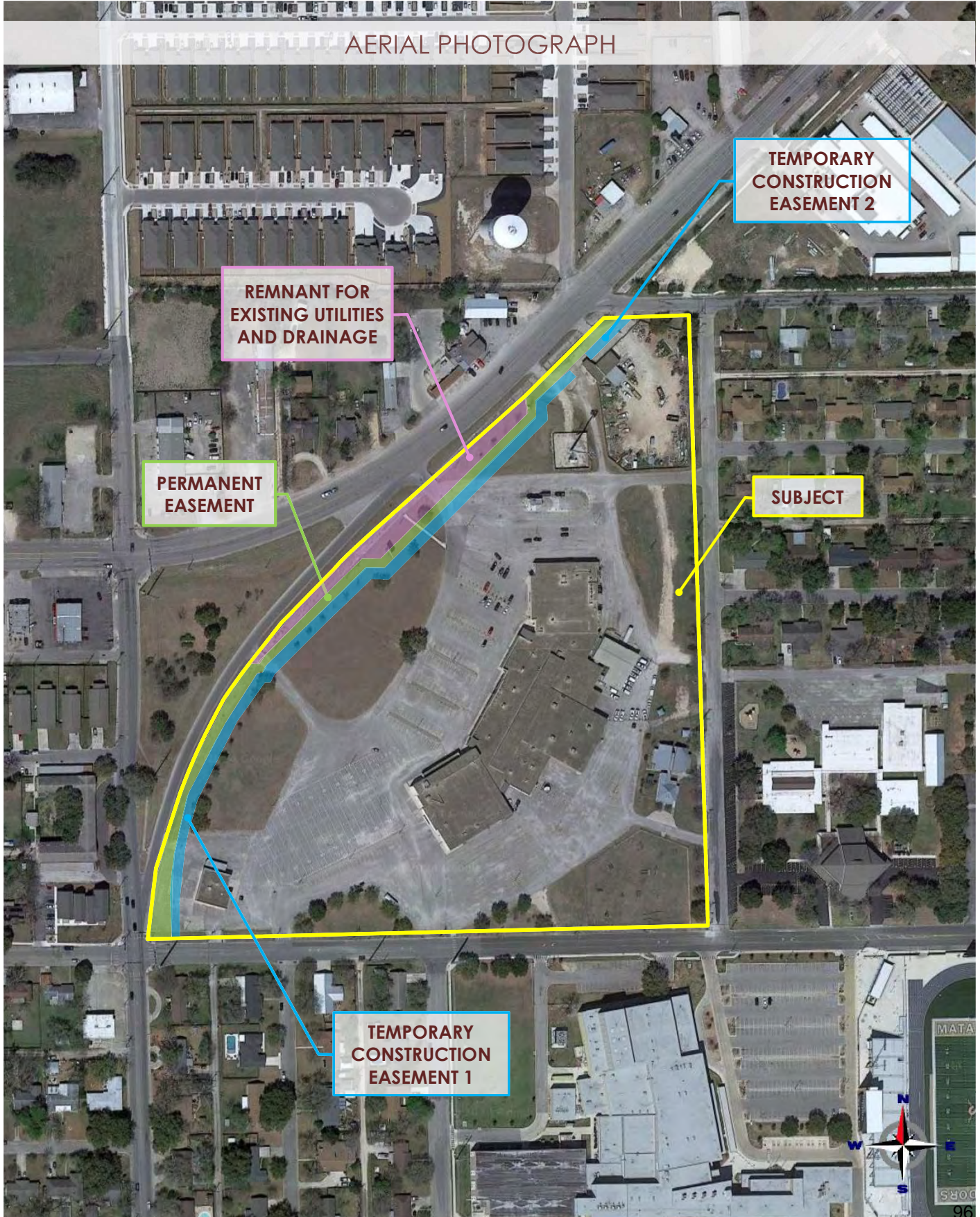
Looking north along Cardinal Lane, subject on left



Looking east along Hummingbird Ln, subject on right

NOTE: The yellow line drawn on the photo is used to identify the approximate location of the proposed acquisition and is meant for illustration purposes only.







INTRODUCTION

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report. Furthermore, as agreed upon with the client prior to the preparation of this appraisal, this is an appraisal as set forth by USPAP and the Texas Property Code, Title 4, Chapter 21, Subchapter A.

TYPE OF VALUE

The definition of market value, as defined in *City of Austin v. Cannizzo et al.*¹, is stated as follows:

Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.

INTENDED USE AND CLIENT OF THE REPORT

This appraisal is to be used to assist HDR Engineering, the intended user and client, in negotiations concerning the purchase of the acquisitions described herein. An additional intended user is the City of Seguin. No other use is permitted.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide an opinion of total compensation due to the property owner as a result of the partial acquisition described herein.

¹ City of Austin v. Cannizzo et al., 267 S.W. 2d 808, 815 [Tex. 1954].





INTEREST APPRAISED

The interest appraised represents the Fee Simple Estate to the whole property and easement rights for the partial acquisitions. Fee Simple Estate is defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. ²

Easement – An interest in real property that conveys use but not ownership to a portion of a property. ³

DATE OF VALUE AND DATE OF REPORT

The effective date of the appraisal is the date the property was viewed March 4, 2024. The date of the report is March 11, 2024.

² *The Dictionary of Real Estate, 7th ed. (Chicago: Appraisal Institute, 2022), page 73*

³ *The Dictionary of Real Estate, 7th ed. (Chicago: Appraisal Institute, 2022), page 58*





SCOPE OF WORK

The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied. In preparing this appraisal, the appraisers did the following:

- Reviewed a warranty deed, aerial photographs, zoning map, and a floodplain map, associated with the subject whole property and surveys and field note descriptions of the partial acquisition.
- Inspected the subject property.
- Gathered applicable market comparable data. We utilized multiple sources including but not limited to: *Costar*, *Loopnet*, area brokers, local MLS, as well as our proprietary database.
- Interviewed landowners and local brokers familiar with the subject area and considered their insight of the current market and transactions.
- Obtained information from the Guadalupe County Appraisal District, and city resources regarding taxes, property history, flood plain, utilities, etc.
- Analyzed the property by the Sales Comparison Approach to value the land. It is noted that the Sales Comparison, as improved, Cost, and Income Approaches to value were not considered to be applicable as the subject is essentially appraised as vacant land. This omission is not considered to, in any way, reduce the reliability of the value conclusions herein. The inclusion or exclusion of approaches to value was determined by LPA and not our client.
- Provided an opinion of the value of the whole property, partial acquisition, remainder before and after the acquisition, and the compensation due to the property owner.
- To develop the opinion of value, the appraisers performed an appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.





EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS

It is emphasized that per USPAP, “the use of extraordinary assumptions and or hypothetical conditions may have affected assignment results.” These terms are defined as follows:

Extraordinary Assumption is “directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.” This report is made with the following extraordinary assumption(s):

- The partial acquisition is improved with asphalt and concrete paving, concrete curbs, and an on-premise sign. According to the client, any impacted site improvements will be replaced upon completion of construction. Thus, these improvements are excluded from the analysis. Additionally, it was indicated that no trees will be removed as a result of the construction of the water line. **This appraisal is subject to the Extraordinary Assumption that the construction contractor will restore the property to as much as the original condition as possible.**

Hypothetical Condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. This report is made with the following hypothetical condition(s):

- **The value of the remainder after the acquisition is subject to the Hypothetical Condition that, as of the effective date of appraisal, the water line was constructed.**





JURISDICTIONAL EXCEPTIONS

Certain departures from Standard 1 were invoked due to the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP). A Jurisdictional Exception is “an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.” (Source: USPAP 2024 Edition, Page 5)

According to USPAP Standard Rule 1-2(c), when exposure time is a component of the definition for the value opinion being developed, an appraiser must develop an opinion of reasonable exposure time linked to the value opinion. As exposure time is not a component of the market value definition found on Page 10, a Jurisdictional Exception to the USPAP rule relating to exposure time applies.

The Jurisdictional Exception applies to Standard Rule 1-4(f), which states that “when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.” In the appraisal of property for eminent domain, numerous court cases, including *City of Ft. Worth v. Corbin* 504 S.W. 2d 828, 830 (Tex. 1974) have established that project influence (both positive and negative) should be disregarded. Therefore, departure from this provision has been invoked.

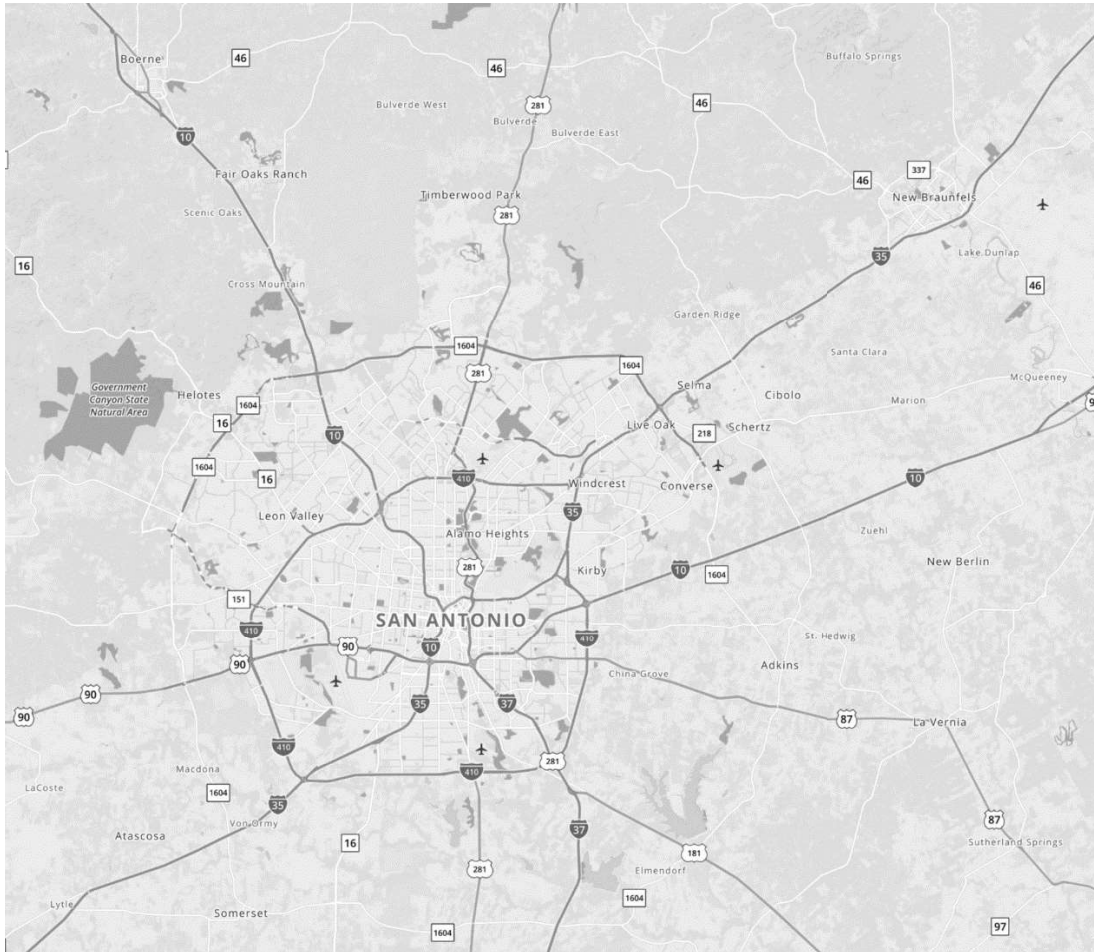
In the value of the remainder before the acquisition, the Jurisdictional Exception applies to Standards Rule 1-4, which cites that an appraiser must collect, verify, and analyze all information applicable to the appraisal problem, given the scope of work identified in the assignment. The value of the remainder before the acquisition is the value of the whole property less the value of the acquisition, a mathematical calculation utilized to estimate severance damages to the remainder. The method for measuring severance damages was set forth in the case styled *State v. Carpenter* 89 S.W. 2d 194, 197-198, 200 (Tex. 1936). The Cost, Sales Comparison, and Income Capitalization approaches are not analyzed in the appraisal of the remainder before the acquisition.





REGIONAL

The subject is located within the San Antonio-New Braunfels Consolidated Metropolitan Statistical Area (CMSA), otherwise more commonly referred to as Greater San Antonio. The CMSA is made up of eight contiguous counties in South Central Texas, namely Bexar, Atascosa, Bandera, Comal, Guadalupe, Kendall, Medina, and Wilson Counties.



DEMOGRAPHICS

According to Moody's Analytics, the 2020 population estimate of the San Antonio-New Braunfels Metro Area is 2,579,100, making it the 24th largest metropolitan area in the US. Based on that estimate, the San Antonio-New Braunfels Consolidated Metropolitan Statistical Area grew by 1.3%. San Antonio-New Braunfels is the third-largest metro area in Texas, after Dallas-Fort Worth-Arlington and Houston-The Woodlands-Sugar Land. Based on historical growth along the Interstate 35 and the Interstate 10 corridors to the north, west and east, it is likely that the metropolitan area will continue to expand.



ECONOMICS

San Antonio – New Braunfels MSA

Job growth in San Antonio-New Braunfels has decelerated in recent months but is still slightly above the national pace. Most industries have outperformed their respective national totals except manufacturing and professional services. The unemployment rate has risen by 0.5 percentage point since mid-2022, but labor force growth has matched that of the nation. As elsewhere, the housing market has weakened substantially.

The substantial military presence in the metro area will help keep the local economy stable during the current period of weakness. For example, although total employment nationally fell more than 6% during the Great Recession, local employment fell by only 2%. The key is the huge number of active-duty personnel at Joint Base San Antonio, which includes Fort Sam Houston, Lackland Air Force Base, Randolph AFB, and Camp Bullis. The approximately 80,000 soldiers account for about 7% of total payrolls in the metro area. Further, many federal civilian employees also work there in support functions, lifting the civilian federal government share of the total to twice the national share. Additionally, demand from the base provides work for thousands of contractors. In contrast with the private sector, this employment is much less sensitive to the business cycle. Therefore, although the defense presence will not add to growth, it will insulate San Antonio-New Braunfels if there is a recession in 2023.

Residential construction will remain subdued in 2023 amid higher mortgage rates. Although house prices have fallen much less than the national average, new permits for single-family homes have dropped about 50% from their peak in 2021, compared with a national decline of about 30%. One reason is that the jump in activity in San Antonio-New Braunfels between mid-2020 and mid-2021 was especially large, so the recent sharp drop is a reversion to trend. However, new permits for multifamily units in San Antonio-New Braunfels are also down 50%, compared with a national drop of only 10%. The explanation is that after rising sharply in 2021, apartment rents began to level off and decline toward the end of 2022. Longer term, after the current cycle ends, the prospects for homebuilding are better. Population growth, 1.9% in 2022, is far above the national average, especially among the cohort in the prime homebuying age range. With respect to multifamily, the large number of soldiers in the labor force will be a source of support, as they prefer to rent rather than to buy because of the likelihood of transfer.

The near-term outlook for production at the Toyota truck facility will gradually improve over the coming year as the chip shortage eases. Although elevated interest rates are cutting into affordability, the backlog of orders implies that demand will be sufficient to maintain activity. Longer term, the prospects are positive, following the company's completion of the upgrade to its factory. Likewise, Navistar opened a new plant last year and Caterpillar expanded its engine plant in Schertz.





Financial services will continue to grow at a robust pace. Industry employment is up nearly 5% over the past year, compared with 1% nationally, and the total has nearly doubled over the past two decades. In addition to trending growth in the Southwest, the large presence of active military and retired military personal also lifts demand.

Strengths

- Faster-than-expected revival in cross-border trade boosts distribution industry.
- Supply shortages resolve sooner than expected, boosting truck production.

Weaknesses

- Lower oil prices cool drilling in Eagle Ford, limiting growth in related manufacturing in metro area.
- Homebuilding weakens more than expected because of rising interest rates.

2018	2019	2020	2021	2022	INDICATORS	2023	2024	2025	2026	2027
124.4	125.1	120.8	129.6	136.5	Gross metro product (C12\$ bil)	142.1	145.5	150.7	156.8	162.7
4.5	0.6	-3.5	7.3	5.3	% change	4.0	2.4	3.6	4.0	3.8
1059.0	1077.5	1027.0	1063.8	1125.3	Total employment (thrs)	1157.9	1170.0	1183.3	1194.4	1205.0
1.9	1.7	-4.7	3.6	5.8	% change	2.9	1.0	1.1	0.9	0.9
3.4	3.1	7.4	5.2	3.6	Unemployment rate (%)	3.8	3.7	3.6	3.5	3.5
6.6	2.1	4.4	8.3	4.1	Personal income growth (%)	6.9	5.1	4.8	4.9	4.7
58.8	61.2	64.2	66.8	68.5	Median household income (\$ ths)	70.9	73.1	75.6	78.2	80.9
2501.3	2535.2	2568.0	2604.5	2647.2	Population (thrs)	2685.1	2717.0	2747.4	2777.8	2808.7
1.7	1.4	1.3	1.4	1.6	% change	1.4	1.2	1.1	1.1	1.1
28.3	20.2	22.8	30.1	34.0	Net migration (thrs)	26.4	20.1	18.7	18.9	19.8
8013.0	9103.0	10541.0	13945.0	10281.2	Single-family permits (#)	8374.9	9906.2	10870.9	11353.9	11132.5
3484.0	6792.0	6156.0	8319.0	14363.4	Multifamily permits (#)	6165.0	4574.8	4423.8	4109.6	3652.3
239.7	253.8	266.3	302.6	363.8	FHFA house price (1995Q1=100)	366.0	345.6	334.0	334.3	338.8

Moody's Analytics



MAJOR ATTRACTIONS

The San Antonio area is a popular tourist destination and is home to The Alamo and the famed San Antonio Riverwalk.

The historic Mission San Antonio de Valero, commonly referred to as the Alamo, is one of four other missions clustered around the San Antonio River and are recognized as the largest collection of Spanish colonial architecture anywhere in the world. In July 2015, the San Antonio Missions National Park were granted World Heritage status by UNESCO, the first such designated site in the State of Texas, the third site in the United States within the last 20 years (Statue of Liberty and Independence Hall), and the 23rd such US site. Founded in the 18th century as a Roman Catholic mission and fortress compound, it was the site of the Battle of the Alamo in 1836. The Alamo is now a museum in the Alamo Plaza Historic District. The missions welcome over 5 million visitors each year, making it one of the most popular historic parks in the United States. Visitors tour the Alamo's chapel, as well as the Long Barracks, which contains a small museum with weapons, and other artifacts from the era of the Texas Revolution. Additional artifacts are displayed in another complex building, alongside a large diorama that recreates the compound as it existed in 1836. Subsequent to the World Heritage designation, city and county authorities issued \$48 million in public funds to improve Alamo Plaza, the area encompassing the Alamo, along with fundraising efforts by a private endowment board. In addition to the future renovations at the Alamo, a \$358 million San Antonio river restoration project is nearly complete along the mission's trail, expanding the "Mission Reach" of the river from 3 to 15 miles and creating a portal from the river to each of the mission sites. The World Heritage designation is estimated to generate \$44 to \$105 million in additional economic activity in the next decade and create over 1,000 new jobs.



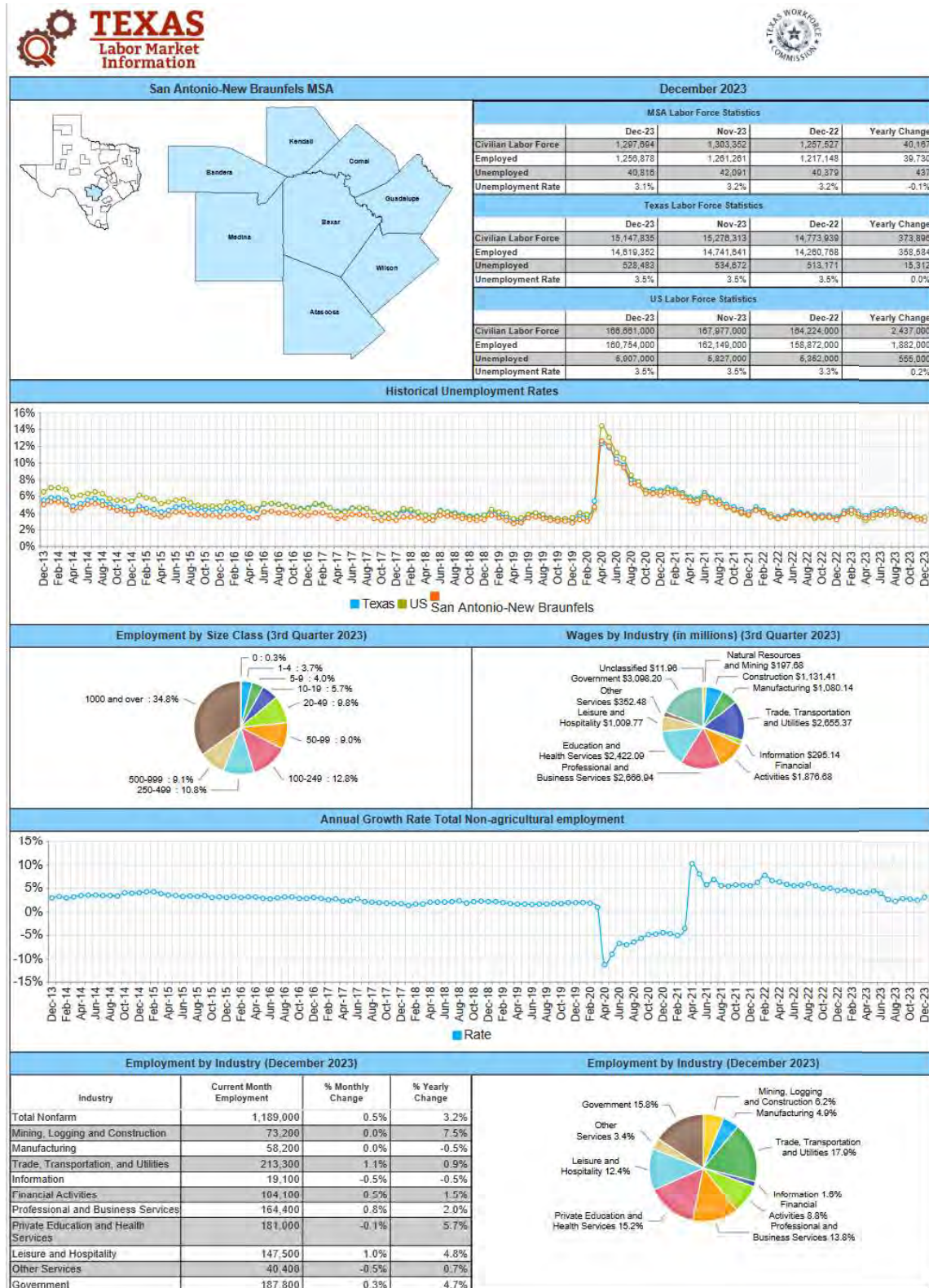
The San Antonio Riverwalk meanders through the downtown area and is the city's second most visited tourist attraction behind the Alamo. The Riverwalk is lined with a variety of local restaurants, shops, and galleries and serves as a connector between tourist draws such as the Alamo, Rivercenter Mall, and La Villita in downtown, to the Tobin Center for the Performing Arts and the Pearl Brewery at the "River North" extension of the San Antonio Riverwalk and the San Antonio Missions to the south via the "Mission Reach" of the Riverwalk.





REGIONAL LABOR FORCE

The following tables show a recent snapshot of labor statistics in terms of the San Antonio-New Braunfels metro area Divisions' employment, unemployment, and labor force. From the Texas Workforce Commission:





TRANSPORTATION

San Antonio International Airport



San Antonio International Airport provides commercial airline service for the South Texas region. The monthly passenger count at San Antonio International Airport eclipsed the 500,000 mark with 546,000 passengers flying into or out of the airport in April for the first time since the pandemic. Routes include more than 38 non-stop domestic and international destinations like Mexico and Canada on 11 airlines. The airport is located in Northern San Antonio, approximately eight miles or 15 minutes from the downtown area. Loop 410 and U.S. 281 are the two highways providing access to the main entry points.

The Texas Department of Transportation



The San Antonio area has thousands of lane-miles of freeways and interstates. The area is on the path of three interstates, which are I-10, I-35, and I-37. I-10 provides easy access to Houston to the east and El Paso to the west, I-35 provides easy access to Austin up to Dallas, and I-37 connects the area to Corpus Christi. Other important thoroughfares include US Highway 281, Loop 410, and Loop 1604.

VIA Metropolitan Transit



VIA is the public transportation system that serves the San Antonio area. VIA Metropolitan transit provides regional multimodal transportation options that connect the community to opportunity, support economic vitality and enhance quality of life throughout the region. The system operates in 14 different cities with 90 different routes. The fleet includes 474 buses as well as 139 vans. The total service area is 1,226.07 square miles, which is 98 percent of Bexar County. Services available to the public include regular bus service, paratransit service for riders with disabilities, vanpool service for commuters, special event park & ride service and VIA Primo, a rapid bus service.



MILITARY

Often referred to as Military City, USA, San Antonio has carried a strong military presence for centuries. With 4 major military bases as part of Joint Base San Antonio (JBSA), it is no surprise that the city is home to one of the largest active and retired military populations in the nation. The military in San Antonio not only has brought a sense of pride to the city, but also strengthens the economy and provides world-class medical facilities.

Randolph Air Force Base – Headquarters for Air Education and Training Command and the Air Force Military Personnel Center

Fort Sam Houston – Brooke Army Medical Center, Institute of Surgical Research, Defense Medical Readiness Training Institute

Lackland Air Force Base – Air Force Basic Training and headquarters for Air Force Intelligence Agency

Camp Bullis – Provides Base Operations Support and Training Support to JBSA

San Antonio Economic Development Foundation

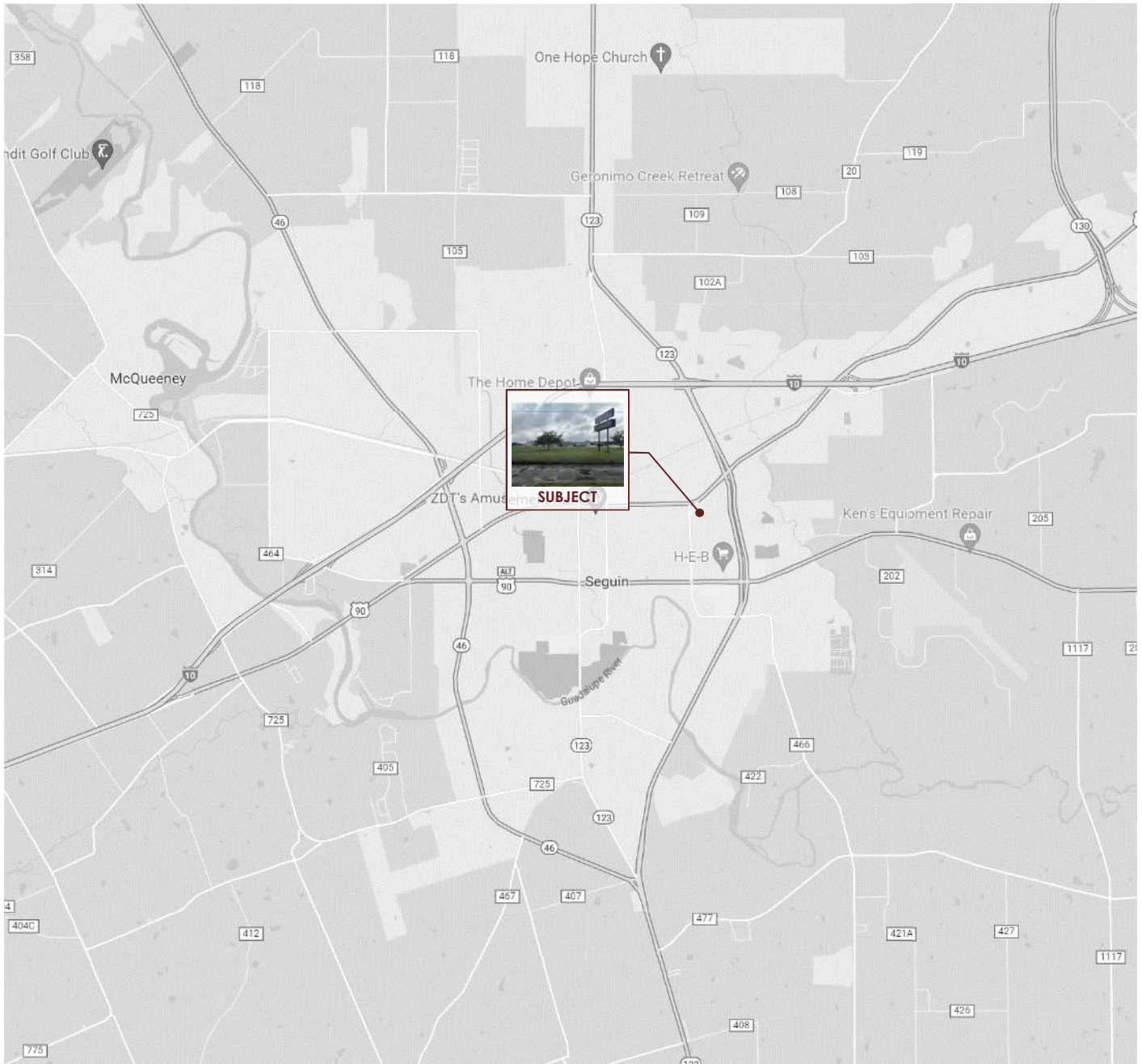
CONCLUSION

San Antonio-New Braunfels MSA should continue to grow over the coming year, led by private services and stabilized by the defense presence. Longer term, the metro area's strong population gains and low costs of doing business should contribute to above-average overall performance.



NEIGHBORHOOD

A neighborhood is typically a segment of a community, city or town which is a homogeneous grouping of individuals, buildings or business enterprises within the larger community. A neighborhood has three stages of life and possibly a fourth. They are (1) integration (the development stage), (2) equilibrium (the static stage), (3) disintegration (the declining or decaying stage), and possibly (4) a redevelopment or rejuvenation state or period and continuance of the neighborhood life cycle.





LOCATION

The subject neighborhood is considered to be the northern portion of the City of Seguin, Guadalupe County, Texas. The subject neighborhood is generally defined by use patterns, as well as the location of major thoroughfares. Interstate Highway 10 traverses the City of Seguin in an east/west direction. The Guadalupe River surrounds the City of Seguin to the west and to the south, and Lake McQueeney is a short drive northwest. Neighborhood boundaries are generally defined as follows: Interstate Highway 10 to the north, Business State Highway 123 to the west, Alternate Highway 90 to the south and Geronimo Creek to the east. State Highway 123 Bypass traverses the neighborhood in a north/south direction and US Highway 90 (Kingsbury Street) crosses the neighborhood in an east/west direction.

GENERAL INFO

Seguin is approximately 37 miles east of San Antonio and approximately 49 miles southwest of Austin. Seguin, serves as the county seat for one of the fastest growing counties in the United States. According to the US Census Bureau, in 2010 the City of Seguin had a population of 25,175 and Guadalupe County reflected a population of 131,533, and in 2020 the city had a population of 29,433 with the county reporting an estimated population of 29,433. Based on this information, Seguin and Guadalupe County populations have grown 16.9% and 31.3%, respectively, over the last 10 years. Seguin has a total area of 38.5 square miles, of which 0.20 square miles, or 0.01%, is covered by water. Seguin is served by the Seguin Independent School District. The major employers in the region include Caterpillar, Vitesco Technologies, Seguin ISD, CMC Steel, Guadalupe Regional Medical Center, Tyson Food, HEB, Texas Lutheran University, Walmart, Hexcel, Minigrip, and Niagra Bottling.

In addition to these developments, a number of properties in the neighborhood are either being developed or have been developed with single-family residential subdivisions. This growth is attributable to being in proximity to employment and being a reasonable commuting distance to San Antonio, Austin, San Marcos and New Braunfels. The map on the following page shows new subdivisions in Seguin that are either in the review process for development or currently under construction.



Seguin Development

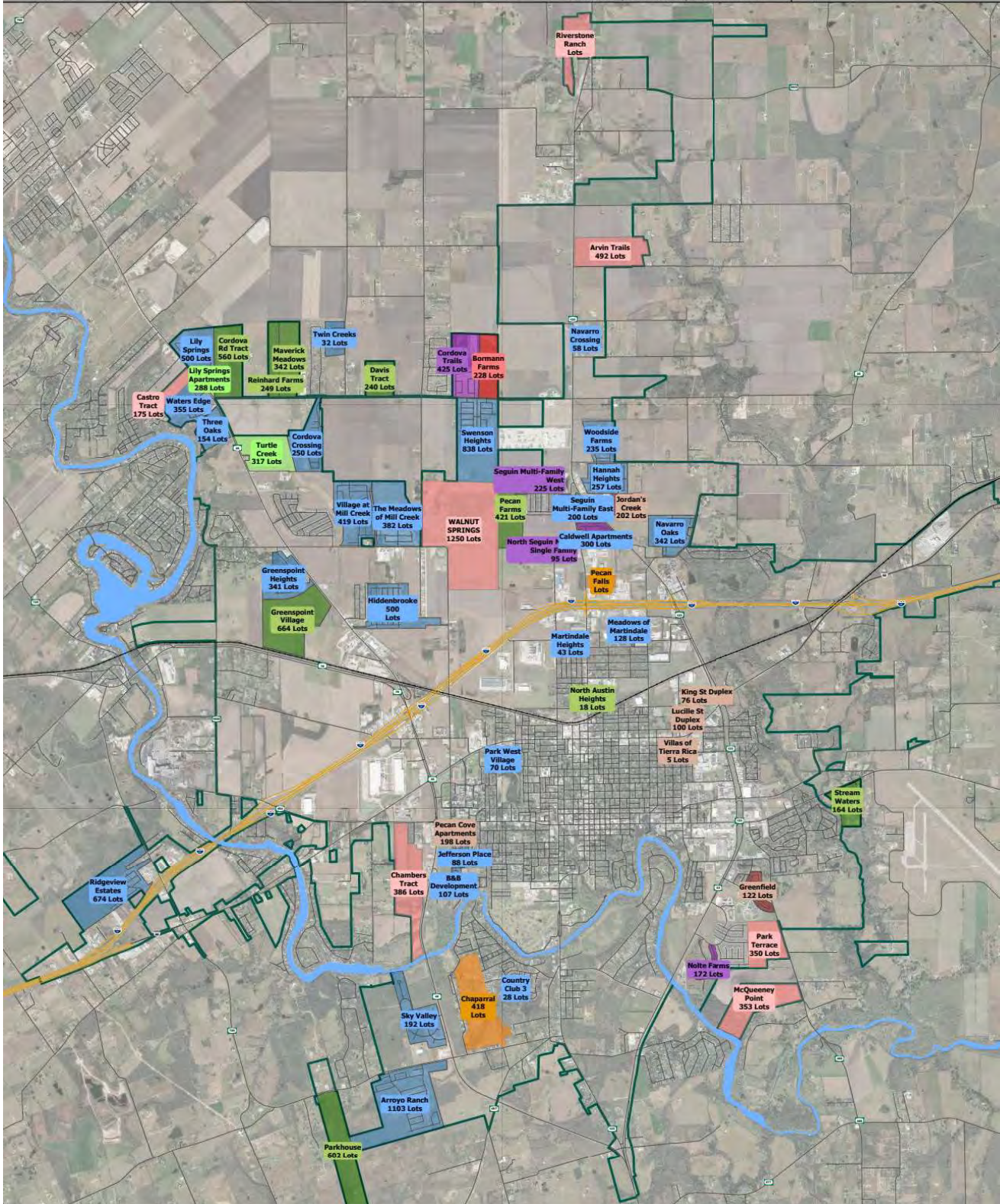
SEGUIN
TEXAS

It's real.

- Interstate Highway
- US Highway
- State Highway
- Road
- Railroad
- Water Bodies
- Proposed Housing
- Complete
- Construction
- Final Plat Approval
- Prelim Plat Approval
- Plat Review
- Concept Plan Approved
- Concept Plan Review
- Dev Studies Approval
- Dev Studies Review
- <all other values>
- Seguin City Limits

Export Date: 2/1/2024

This map is for information purposes only and represents the best data available at the time of printing. The City of Seguin assumes no liability for errors on this map or use of this information.





ACCESS

Access to the subject neighborhood is considered good, due to the presence of Interstate Highway 10 which connects Seguin to San Antonio in the southwest and Houston to the east, State Highway 46 which joins Seguin to New Braunfels to the north, and State Highway 123 which provides access to San Marcos. Nationally, Interstate Highway 10 extends to California to the west and Florida to the east. A toll road built just east of Seguin, named Texas State Highway 130, was created to relieve traffic congestion on Interstate Highway 35 heading north to Austin. A main rail line cutting through the middle of Seguin with several branches and spurs provides railroad access throughout the city.

UTILITIES

The subject neighborhood is adequately served by all the typical utilities, including water, sewer, electric service, natural gas, private well and septic and public telephone. No shortages of utility service in the developed portions of the neighborhood were reported and lack of utilities has not been detrimental in the development of the area. Major utility companies servicing the neighborhood include the City of Seguin and Guadalupe Valley Electric Co-Op Inc.

NUISANCES & HAZARDS

Nuisances in the neighborhood include the City of Seguin Geronimo Creek Wastewater Treatment Plant and the Seguin Auxiliary Airfield, which creates additional vibration, smoke, smog, odors, and intense noise in the surrounding area. Additionally, vehicular traffic along the major thoroughfares poses problems ranging from congestion to noise. These problems are not severe and are a natural part of most communities.

LIFE CYCLE

Each neighborhood has a unique and dynamic quality all its own, given man's unique imagination, design and development of an area. This quality is described as a "life cycle," which is identified in *The Appraisal of Real Estate* as evolving through the following four stages.

Growth	Neighborhood gains public favor and acceptance
Stability	Equilibrium without marked gains or losses
Decline	Diminishing demand
Revitalization	Renewal, modernization and increasing demand





The subject neighborhood appears to be in the **growth** period of its life cycle. Although historically the economy of Seguin was focused primarily on ranching, farming, and manufacturing, its location along Interstate Highway 10, south of Interstate Highway 35, gives it easy access to Houston, Austin, San Antonio and the Gulf Coast which has attracted more businesses to the area. This has resulted in the neighborhood from transitioning from rural vacant land to more intense uses to include residential subdivisions and large industrial facilities, with a variety of commercial uses on the main thoroughfares. The neighborhood is considered to be approximately 40% developed. Properties appear to range in age from new to over 50 years old.

CONCLUSION

The subject neighborhood is located in the city limits of Seguin, Guadalupe County, Texas. Demand for virtually all types of real estate in this area has been mostly stable in recent years. The future growth of the neighborhood relies heavily upon the economy and the overall strength of the real estate market within the entire Southwest Texas region. The subject property displays good locational attributes in the defined neighborhood and should benefit from any positive economic conditions experienced by the immediate area.





ECONOMIC UPDATE

LPA is committed to monitoring the current economic environment. The following section analyzes several current economic factors such as the lingering effects of COVID-19, inflation, gas prices, supply chain issues, unemployment, etc. and the effects on commercial real estate.

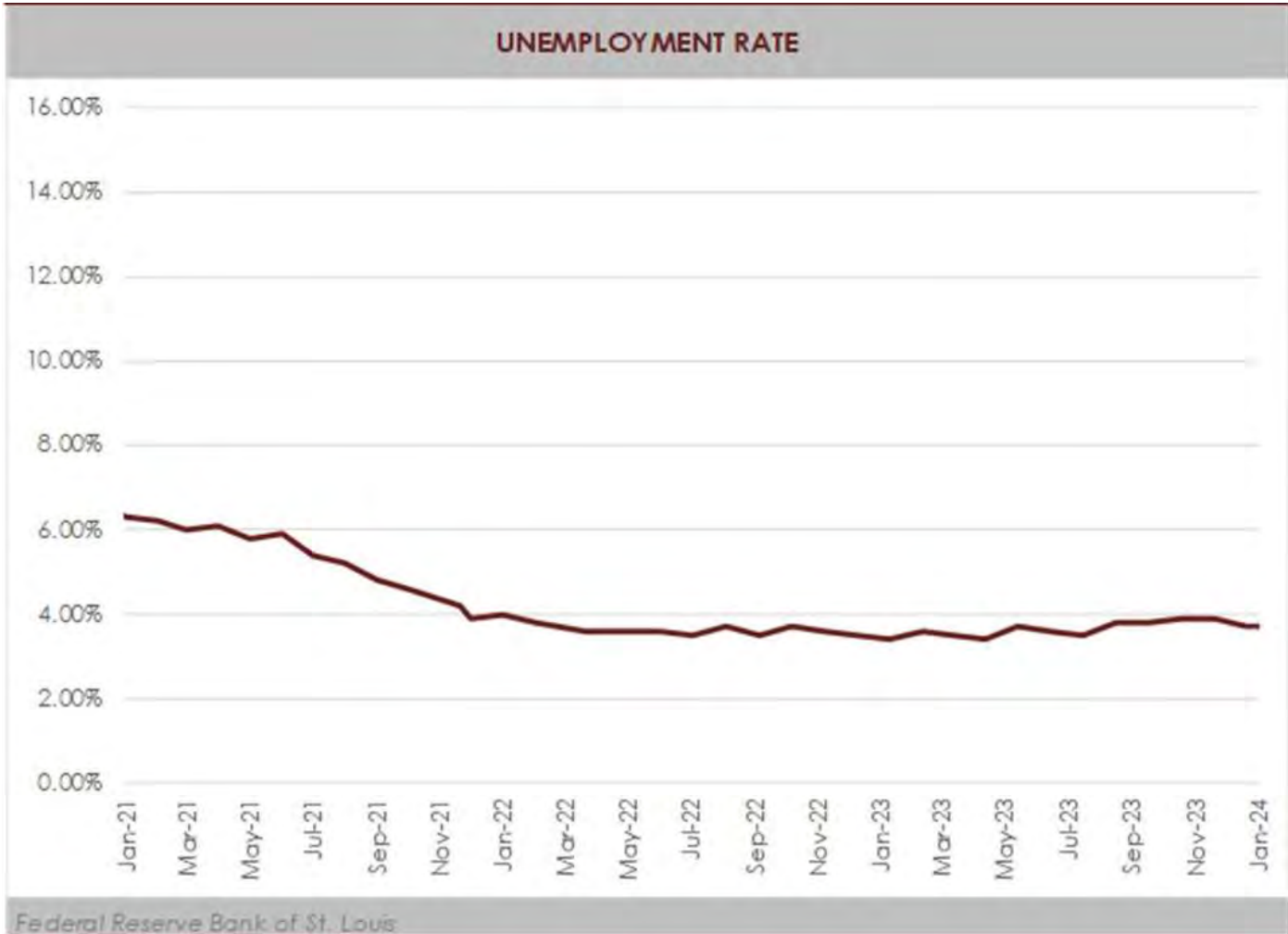
COVID-19

As COVID-19 began in 2020, unemployment reached a high of 14.7%. GDP declined 34% in Q2 2020. The CARES Act, enacted shortly after the beginning of COVID, was a shot in the arm of the U.S. economy. Throughout 2020 and as we entered 2021, the economy began to ease slightly. In 2021 the U.S. began offering four vaccines: Johnson & Johnson, Pfizer, Moderna, and Novavax. Although riddled with supply chain problems and closing businesses, the unemployment rate continuously decreased to 3.7% where it stands as of January 2024. GDP has increased since Q2 2020. The U.S. government has enacted various monetary and fiscal policies to assist the economy, such as \$377 billion in emergency grants and loans for small businesses and decreasing the federal fund rate. Although the economy is recovering from COVID-19, these are still unpredictable times.

UNEMPLOYMENT

The COVID-19 pandemic accelerated already emerging trends in slow labor force growth and higher demand for skilled labor. The number of jobless claims skyrocketed in March 2020, when the pandemic officially began, with official unemployment numbers reaching 23.1 million or 14.7%. Unemployment has steadily declined over the following months, with the unemployment rate as of the start of November 2023 recorded at 3.9%, which is back to pre-pandemic levels. In 2022, US employers added a total of 4.5 million new jobs, which is the second strongest year in the past 40 years after 2021. The majority of the new jobs were led by the leisure and hospitality industry as well as professional and business services. Despite the low unemployment rate and job creations, industries are still having problems being understaffed as people used COVID-19 to change jobs and careers, leaving holes in the industries they've left behind. Career changes and the need to work remotely have led to a worker shortage, especially in the food service and hospitality industries. The following chart shows the monthly unemployment rate since January 2021.







INFLATION

Inflation has hit the United States hard since the beginning of 2021. Inflation is the rate of increase in prices over a given period of time. The most common form of measurement is the Consumer Price Index (CPI). This measures the percentage change in price over a “basket” of goods and services in households. According to the U.S Bureau of Labor Statistics, the annual inflation rate in the U.S. has slowed more than expected to 3.1% in January 2024 from an over 40-year high of 9.1% in June 2022. The below chart using data from the U.S. Bureau of Statistics shows the inflation rate over the last 40 years and the increase of inflation in the U.S. since April 2020, and the start of the COVID-19 pandemic.



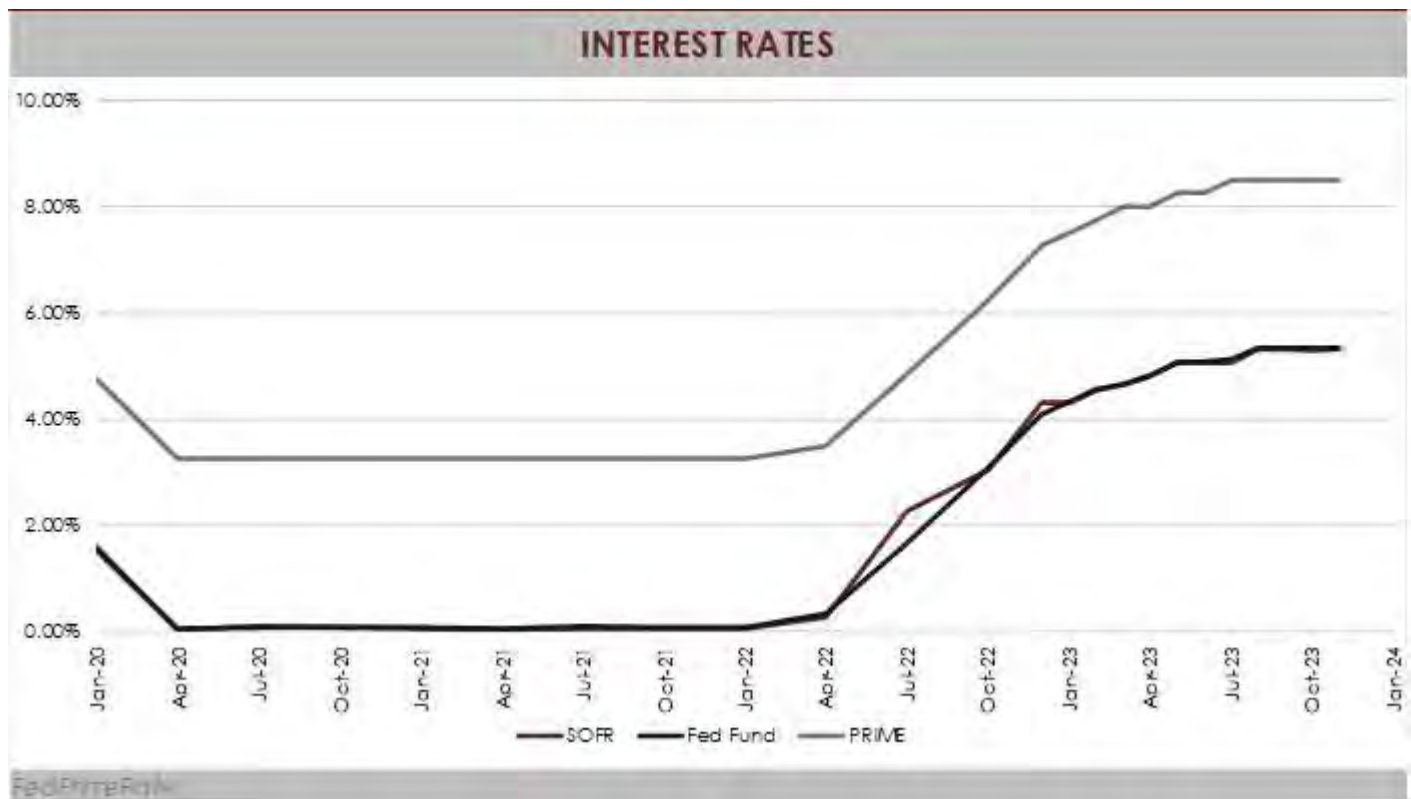


INTEREST RATES

Prime Rate is individually determined by banks and often used as a reference rate (also known as the base rate) for several types of loans. Examples of the types of loans using this rate include credit card loans and small business loans. The prime rate is used by banks to lend to consumers and are fixed and typically do not change over extended periods of time.

Secured Overnight Financing Rate is a benchmark interest rate that institutions utilize for business and consumer loans. Unlike its predecessor, SOFR incorporates actual lending transaction data amongst institutions making it a more reliable source. The Secured Overnight Financing Rate (SOFR) as of January 31, 2024, was 5.31%.

Federal Funds Rate is set by the Federal Open Market Committee (FOMC). This rate is the target at which excess reserves are lent and borrowed amongst commercial banks overnight. This rate influences short-term rates on credit cards and consumer loans as well as piquing investors' interest by impacting the stock market.



To combat higher than average inflation, rates began increasing in early 2022. Interest rates and capitalization rates generally move in tandem. Increased cost of capital commonly results in upward pressure on capitalization rates which can, but does not always, cause softening in the market. LPA is committed to monitoring and analyzing the impact of increasing interest rates.



SUPPLY CHAIN

As businesses re-opened due to the slowing of COVID-19, e-commerce accelerated the demand for products, which quickly outpaced the capacity of manufacturing plants. Businesses have begun to focus on near-sourcing materials closer to their manufacturing plants and ultimately closer to the end users. The need to decrease the demand and delays at ports and other entry points was a major reason for companies to focus more on manufacturing from home and less on importing goods and materials. The supply chain issues began in 2020 after computer processor chip manufacturers began slowing and shutting down operations due to the COVID pandemic, resulting in manufacturers not being able to keep up with the increased demand of computer electronics due to a large number of companies moving towards work from home policies.

CONCLUSION

The current economic environment is ever changing. As mentioned previously, LPA is working diligently to capture and analyze current market data to reliably quantify impacts on real property values, national and regional. As the situation evolves, LPA is committed to monitoring current events and how they impact the commercial real estate market.





SITE DESCRIPTION

PHYSICAL

Location

The subject property is located on the northeast corner of East Kingsbury Street and Cedar Street, Seguin, Guadalupe County, Texas. It is bounded on the east by Cardinal Lane and the north by Hummingbird Lane. The physical address associated with the subject is 1231 East Kingsbury Street, Seguin, Texas 78155.

Legal Description

Being a 20.969-acre tract of land out of the John Sowell Survey, Abstract 35, City of Seguin, Guadalupe County, Texas

Size / Configuration / Flood Zone

The subject property is an irregularly shaped tract of land. Guadalupe County Deed Records indicate that the subject property contains an area of 20.969 acres (913,410 SF). The site is generally at street grade and level in terrain. The site is not located within a designated flood zone.

Frontage / Accessibility

The subject property has approximately 1,596 feet of frontage along the easterly side of East Kingsbury Street / U. S. Highway 90, 1,094.50 feet of frontage along the north side of Cedar Street, 1,215.30 feet of frontage along the west side of Cardinal Lane, and 167.08 feet of frontage along the south side of Hummingbird Lane. East Kingsbury Street / U. S. Highway 90 is a two-way, four lane asphalt paved road with turn lanes at the intersection. A segment of East Kingsbury Street at the subject is an asphalt paved, one-way, one lane street. Cedar Street, Hummingbird Lane, and Cardinal Lane are two-way, asphalt paved streets. The subject displays adequate access and visibility.

Utilities

Water and sanitary sewer service are provided by the City of Seguin. The city also provides fire and police protection. Electric and natural gas are provided by the region's typical providers. At present time, all public utilities appear to be sufficient for area development patterns.

Environmental Assumptions

We are not qualified to detect the existence of any potentially hazardous materials such as oil drums, lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the property. The existence of such substances may affect the value of the property. For the purpose of this assignment, we have assumed there are no hazardous materials that would cause a loss in value to the subject.



LEGAL

Zoning / Restrictions

The subject property is zoned P, Public District and Commercial District by the City of Seguin. Public zoning is intended to encourage the use of unique areas especially suited for public assembly, meetings, recreational areas, schools, places of worship, public service facilities, governmental, and civic uses. Examples of general uses in this district include places of worship, city, county, state or federal government facilities, and schools/parks/playgrounds. The Commercial District is the primary commercial and service zoning district of the community. Access should be provided by an arterial street, with the heaviest concentration of this component located at the intersections of arterial streets. This district is an intensive classification in which the commingling of many retail, service and office uses is permitted. Structures located in this district may vary from freestanding buildings to community and regional shopping centers. Example of general uses in this district include retail, professional office, community center, parks/playground, medical office, restaurants, day care, auto repair, gas station, drive-thru windows – retail and/or restaurant, and first floor commercial with secondary story apartment.

The following are the lot and building requirements of the P, Public and C, Commercial districts, per the Unified Development Code.

	NC	C	P	LI	I
Lot Area (internal lot)	6,000 sf	6,000 sf	6,000 sf	6,000 sf	6,000 sf
Lot Area (corner lot)	7,500 sf	7,500 sf	7,500 sf	7,500 sf	7,500 sf
Lot Frontage (internal lot/corner lot)	50'/60'	50'/60'	50'/60'	50'/60'	50'/60'
Lot Depth	100'	100'	100'	100'	100'
Units per acre	n/a	n/a	n/a	n/a	n/a
Front Yard Setback	20'	20'	25'	25'	25'
Rear Yard Setback	5' with an additional 2' for each story above 24' with max of 25'	5' with an additional 2' for each story above 24' with max of 25'	5' with an additional 2' for each story above 24' with max of 25'	5' with an additional 2' for each story above 24' with max of 25'	5' with an additional 2' for each story above 24' with max of 25'
Side Setback (internal lot)	5'	5'	5'	5'	5'
Side Setback (corner lot)	15'	15'	15'	15'	15'
Impervious Cover Max.	80% of lot area	80% of lot area	75% of lot area	80% of lot area	80% of lot area
Maximum Height of Structures	n/a	n/a	n/a	n/a	n



Easements / Encroachments

A 0.1469 acre (6,400 SF) leased premises for a communication tower and a 0.0804 acre (3,504 SF) access and utility easement are in the north portion of the whole property. Due to the location of the leased premises, access and utility easement, they are not considered detrimental toward development and/or the site's overall marketability. No other detrimental easements and/or encroachments were noted upon physical inspection of the subject tract. It should be noted, however, that if a current survey map indicates that adverse easements exist, these factors might impact the market value and/or the marketability of the subject property. The easements indicated in the provided title commitment are as follows:

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **Easement for sewer lines, water lines, electric transmission lines, guy lines, telephone lines and gas lines granted to City of Seguin by Roy L. Martin in instrument dated August 30, 1965, and recorded in Volume 380, Page 89 of the Deed Records of Guadalupe County, Texas.**
 - b. **Easement for gas pipe lines and appurtenances granted to United Gas Corporation by Roy L. Martin in instrument dated September 16, 1965, and recorded in Volume 380, Page 418 of the Deed Records of Guadalupe County, Texas.**
 - c. **Agreement on the subject of easements, water taps and sewer taps by Star Properties Joint Venture to the City of Seguin, recorded in Volume 672, Page 571 of the Official Records of Guadalupe County, Texas.**
 - d. **Temporary Easement granted to DAG Management, Inc. as set forth in instrument recorded in Volume 1057, Page 399 of the Official Public Records of Guadalupe County, Texas.**
 - e. **Terms and conditions of Memorandum of Lease dated February 13, 2019, by and between Seguin Independent School District and New Cingular Wireless PCS, LLC by instrument recorded under Clerk's File No. 201999005894 of the Official Public Records of Guadalupe County, Texas. Said lease having been assigned to PI Tower Development LLC by instrument recorded under Clerk's File No. 202099032096 of the Official Public Records of Guadalupe County, Texas. Said lease having been amended by instrument recorded under Clerk's File No. 202099032097 of the Official Public Records of Guadalupe County, Texas.**
 - f. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants exceptions or reservations of mineral interests that are not listed.**
 - g. **Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.**
 - h. **Visible and apparent easements on or across property described in Schedule A.**
 - i. **Rights of parties in possession. (Owners Policy Only)**



The permitted exceptions / easements indicated in the subject vesting deed filed in Volume 1057 Page 394 of the Guadalupe County Deed Records (copy provided in the Addendum) are as follows:

PERMITTED EXCEPTIONS

1. **Restrictions filed for record in Volume 258, Pages 418-422 and Volume 296, Pages 116-119 of the Deed Records of Guadalupe County, Texas.**
2. **Agreement on the subject of easements, water taps and sewer taps by Star Properties Joint Venture to the City of Seguin, recorded in Volume 672, Pages 571-573 of the Official Records of Guadalupe County, Texas.**
3. **Easement for sewer lines, water lines, electric transmission lines, guy lines, telephone lines and gas lines granted to City of Seguin by Roy L. Martin in instrument dated August 30, 1965 and recorded in Volume 380, Page 89 of the Deed Records of Guadalupe County, Texas.**
4. **Easement for gas pipe lines and appurtenances granted to United Gas Corporation by Roy L. Martin in instrument dated September 16, 1965 and recorded in Volume 380, Page 418 of the Deed Records of Guadalupe County, Texas.**
5. **Terms and conditions of that certain Shopping Center Lease Agreement dated October 17, 1980 by and between Roy L. Martin and Associates as Landlord and Wuest's Oak Park, Inc. as Tenant.**
6. **Concrete lined drainage channel encroaching onto Property (Kingsbury Street property line) as reflected on survey prepared by Armando A. Aranda, Registered professional Land Surveyor No. 1398, dated June 12, 1989, last updated August 24, 1993.**

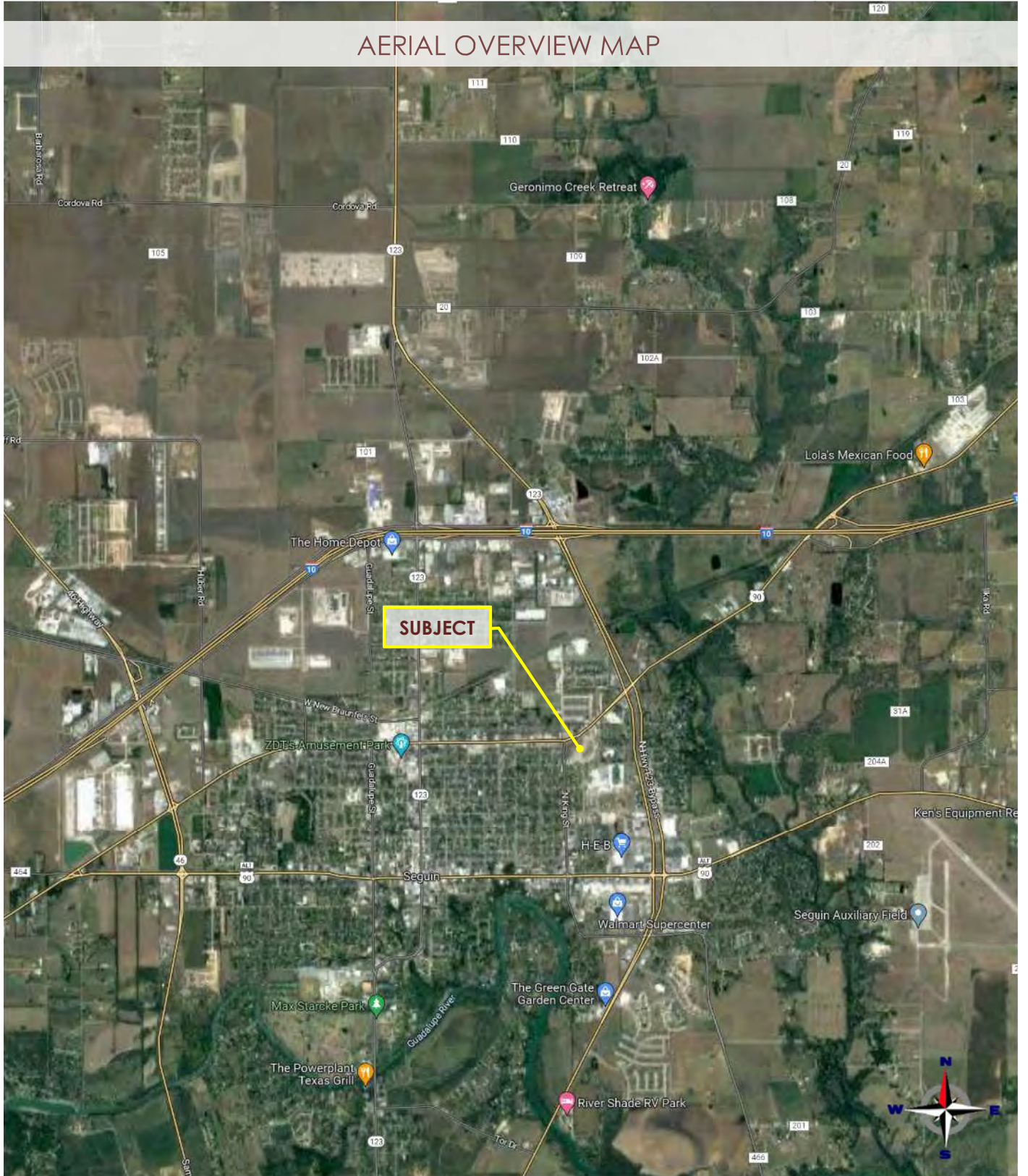
CONCLUSION – SITE DESCRIPTION

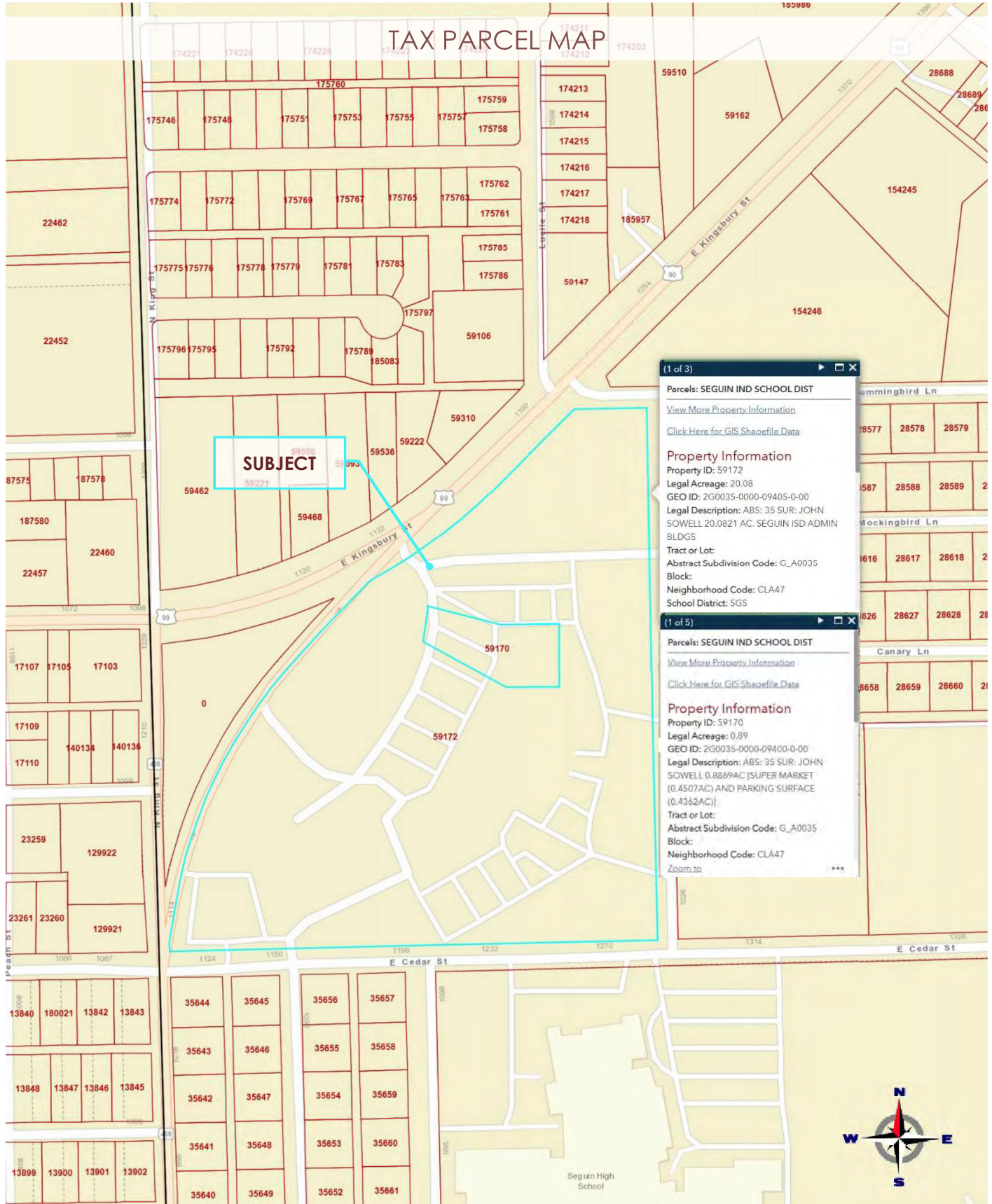
Given its physical and legal characteristics, the subject property is capable of being developed with a variety of uses.

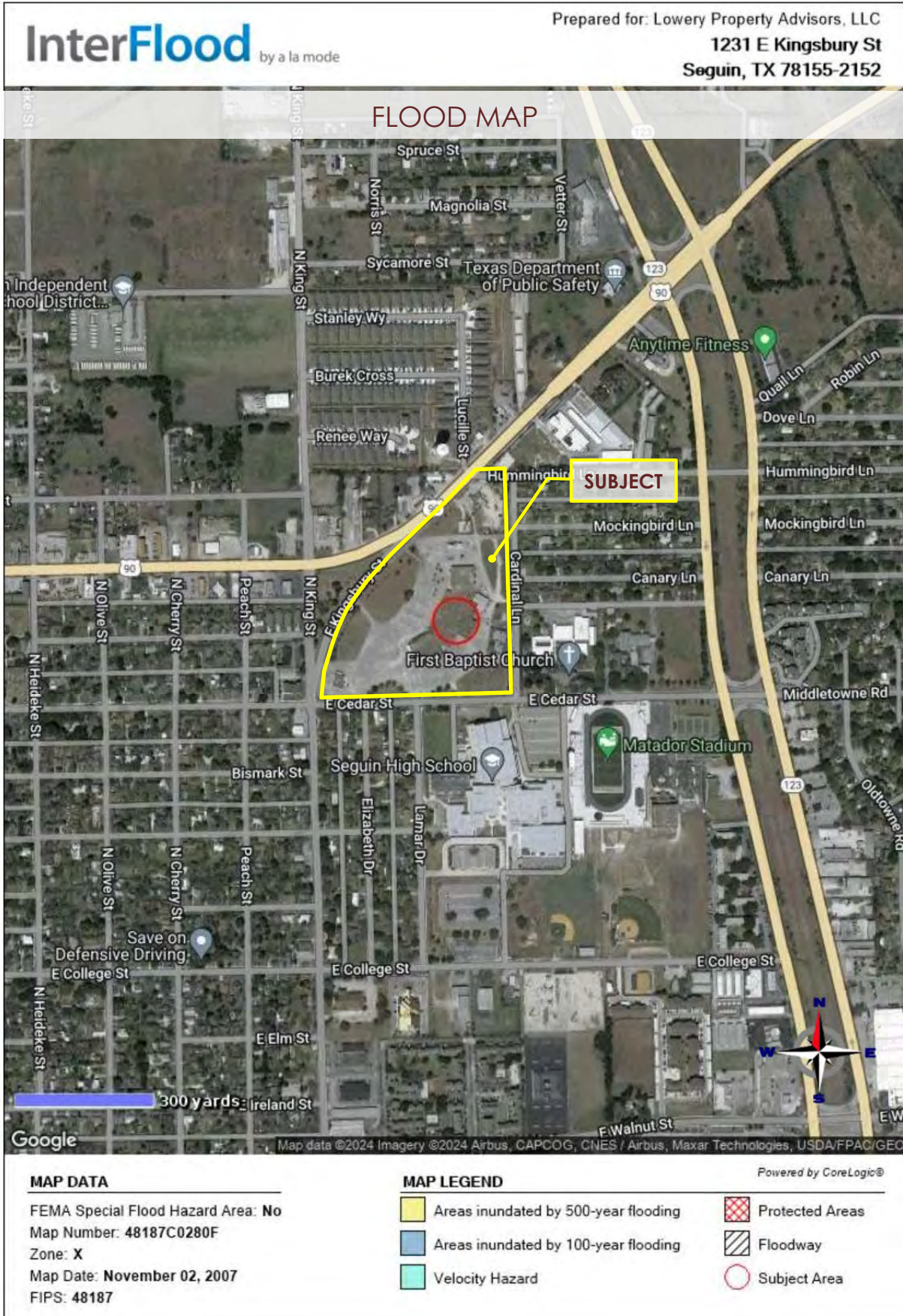




AERIAL OVERVIEW MAP









IMPROVEMENTS

As previously mentioned, the subject is improved with multiple buildings primarily utilized as the Seguin ISD administrative office facility and related site improvements. As the primary building improvements are located a sufficient distance from the acquisition area and are not adversely impacted, an analysis of the subject as improved is not applicable. The partial acquisition is improved with asphalt and concrete paving, concrete curbs, and an on-premise sign. According to the client, any impacted site improvements will be replaced upon completion of construction. Thus, these improvements are excluded from the analysis. Additionally, it was indicated that no trees will be removed as a result of the construction of the water line. **This appraisal is subject to the Extraordinary Assumption that the construction contractor will restore the property to as original condition as possible.**

It should be noted that there may be utility lines or water meters within the acquisition; however, these items are to be handled as part of construction and are not included in our analysis. The opinion of compensation in this report is for real property interest, or real estate. This report does not include a value opinion for personal property or trade fixtures.

Conclusion

There are no known factors that could be considered to adversely impact the marketability of the subject property.





PROPERTY HISTORY

Ownership of the subject property is currently vested in *Seguin Independent School District*, as evidenced by the Guadalupe County Deed Records and provided title commitment. The property has been under said ownership for over three years. The subject property is not currently being marketed for sale. There are no known transactions regarding the subject property within the last three years and there are no known contracts, options, or current offers.

The tax records associated with the subject are presented below.

Account		
Property ID:	59172	Geographic ID: 2G0035-0000-09405-0-00
Type:	Real	Zoning: PUBLIC
Property Use:	005 TAX EXEMPT PROPERTIES	
Location		
Situs Address:	1231 E KINGSBURY ST TX	
Map ID:	N-11-D	Mapsco:
Legal Description:	ABS: 35 SUR: JOHN SOWELL 20.0821 AC, SEGUIN ISD ADMIN BLDGS	
Abstract/Subdivision:	G_A0035 - SOWELL JOHN	
Neighborhood:	CLA47	
Owner		
Owner ID:	4566	
Name:	SEGUIN IND SCHOOL DIST	
Agent:		
Mailing Address:	1221 E KINGSBURY ST SEGUIN, TX 78155	
% Ownership:	100.0%	

Account		
Property ID:	59170	Geographic ID: 2G0035-0000-09400-0-00
Type:	Real	Zoning: COMMERCIAL
Property Use:	210 DISCOUNT STORE	
Location		
Situs Address:	1231 E KINGSBURY ST TX	
Map ID:	N-11-D	Mapsco:
Legal Description:	ABS: 35 SUR: JOHN SOWELL 0.8869AC [SUPER MARKET (0.4507AC) AND PARKING SURFACE (0.4362AC)]	
Abstract/Subdivision:	G_A0035 - SOWELL JOHN	
Neighborhood:	CLA47	
Owner		
Owner ID:	139814	
Name:	SEGUIN IND SCHOOL DIST	
Agent:		
Mailing Address:	1231 E KINGSBURY ST SEGUIN, TX 78155	
% Ownership:	100.0%	





REAL ESTATE TAXES

The subject property is located in Guadalupe County, Texas and is mostly exempt from ad valorem taxes as it is owned by a governmental entity. Although the majority of the property is exempt from ad valorem taxes, the Guadalupe County Appraisal District **does** display an assessed value for the subject property. The tax rates are applied to the assessed value of the subject property, and the taxes for the subject property are then estimated. The taxes are estimated per \$100 of assessed value. This property is located in the taxing jurisdictions of Guadalupe County, the City of Seguin, and Seguin ISD.

The subject property currently displays a 2023 total tax assessment, including improvements, of \$9,374,901. The land is taxed based on a value of \$2,411,742 (\$2.64/SF), which is considered favorable based on the analysis herein. There were no reported delinquent taxes for the subject property, according to information provided by the Guadalupe County Tax Assessor-Collector.

Estimated taxes based on the 2023 tax rates and **without** taking into consideration any applicable exemptions are projected as follows:

PROPERTY TAX CALCULATION			
Account #'s: 59172 & 59170			
Authority	Assessed Value	Rate / \$100	Tax Liability
City	\$9,374,901	\$0.5125000	\$48,046
County	\$9,374,901	\$0.3231000	\$30,290
School	\$9,374,901	\$1.1166000	\$104,680
		\$1.9522000	\$183,016



HIGHEST & BEST USE

The Appraisal Institute defines highest and best use as follows: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriate supported, financially feasible, and that results in the highest value."

The four criteria the highest and best use must meet are:

PHYSICALLY POSSIBLE		LEGALLY PERMISSIBLE	
1	What uses of the site in question are physically possible?	2	What uses are permitted by zoning and deed restrictions?
FINANCIALLY FEASIBLE		MAXIMALLY PRODUCTIVE	
3	Which possible and permissible uses will produce a net return to the owner of the site?	4	Among the financially feasible uses that are physically possible and legally permissible, which use will produce the highest net return or the highest present worth?

There are two types of highest and best use studies. The first is the highest and best use of the land or site as though vacant. The second is the highest and best use of the property as improved. The highest and best use of land or a site as though vacant assumes that the parcel is vacant or can be made vacant by demolishing any improvements. The question to be answered in this analysis is: If the land is, or were vacant, what use should be made of it?

The highest and best use of a property as improved pertains to the use that should be made of an improved property in light of its improvements. Should it be maintained as it is, or be renovated, expanded, demolished, or partly demolished? Should it be replaced with a different type or intensity of use, or should it be held as an interim use? The improvements should be retained as long as they have some value and the return from the property exceeds the return that would be realized by a new use, after deducting the costs of demolishing the old building and constructing a new one.





HIGHEST & BEST USE - AS IF VACANT

Physically Possible

The subject property is a 20.969 acres (913,410 SF) irregular shaped tract of land located on the northeast corner of East Kingsbury Street and Cedar Street, Seguin, Guadalupe County, Texas. It is bounded on the east by Cardinal Lane and the north by Hummingbird Lane. The subject property has approximately 1,596 feet of frontage along the easterly side of East Kingsbury Street / U. S. Highway 90, 1,094.50 feet of frontage along the north side of Cedar Street, 1,215.30 feet of frontage along the west side of Cardinal Lane, and 167.08 feet of frontage along the south side of Hummingbird Lane. The subject displays adequate access and visibility. The site is generally at street grade and is level in terrain. The subject is not located in a designated flood plain. The majority of the properties in the neighborhood consist of residential subdivisions, multifamily developments, school facilities, places of worship, undeveloped land, as well as some scattered commercial and industrial uses along the major thoroughfares.

The principle of conformity is an important consideration in determining the physically possible uses of a site. Conformity is the appraisal principle that holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market. The styles and uses of the properties in an area may conform for several reasons, including economic pressures; the shared preferences of owners for certain types of structures, amenities, services; and the enforcement of uniform standards by zoning ordinances. Based on the subject's physical characteristics and the principle of conformity, the subject is capable of accommodating a variety of uses. The subject is not significantly limited by its physical characteristics.

Legally Permissible

The subject property is zoned P, Public District and Commercial District by the City of Seguin. Public zoning is intended to encourage the use of unique areas especially suited for public assembly, meetings, recreational areas, schools, places of worship, public service facilities, governmental, and civic uses. Examples of general uses in this district include places of worship, city, county, state or federal government facilities, and schools/parks/playgrounds. The Commercial District is the primary commercial and service zoning district of the community. Access should be provided by an arterial street, with the heaviest concentration of this component located at the intersections of arterial streets. This district is an intensive classification in which the commingling of many retail, service and office uses is permitted. Structures located in this district may vary from freestanding buildings to community and regional shopping centers. Example of general uses in this district include retail, professional office, community center, parks/playground, medical office, restaurants, day care, auto repair, gas station, drive-thru windows – retail and/or restaurant, and first floor commercial with secondary story apartment. These zonings provide for a uniform set of standards for development, lot requirements and building setbacks.



Other than the zoning, no other deed restrictions were uncovered during a normal investigation, which would further limit the potential uses of the subject sites. No other legal restrictions or covenants were found to be imposed on the subject property at the time of the appraisal, which would further restrict its development. The sites' zoning requirements support the physical indication that the sites' most probable uses, as if vacant, would be for some form of mixed use development, subject to obtaining the appropriate zoning.

Based on the zoning of other properties along Kingsbury Street, it appears reasonable that the subject property could be rezoned for commercial use.

Financially Feasible & Maximally Productive

The determination of financial feasibility is determined primarily on the relationship of supply and demand for the legally probable and physically possible land uses versus the cost to create the uses. The prior consideration of physically possible uses and legally permissible does not significantly narrow the use of the subject property. The subject property is located in an area of mixed-use development to include a scattering of commercial uses along the major thoroughfares.

Considering all of the factors which affect the subject, including location, physical characteristics, and the surrounding neighborhood, it is our opinion that the highest and best use of the subject tract, as if vacant, would be for some type of mixed use as warranted by demand, subject to obtaining the appropriate zoning.

AS IMPROVED

The subject property is improved with multiple buildings primarily utilized as the Seguin ISD administrative office facility and related site improvements. The primary building improvements are located a sufficient distance from the acquisition area and are not adversely impacted. Thus, an analysis as improved is not considered applicable.





LAND VALUATION

The principles of real estate appraisal are basic to the sales comparison approach; however, one of the most important is the principle of substitution. "As applied to the sales comparison approach, the principle of substitution holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability."

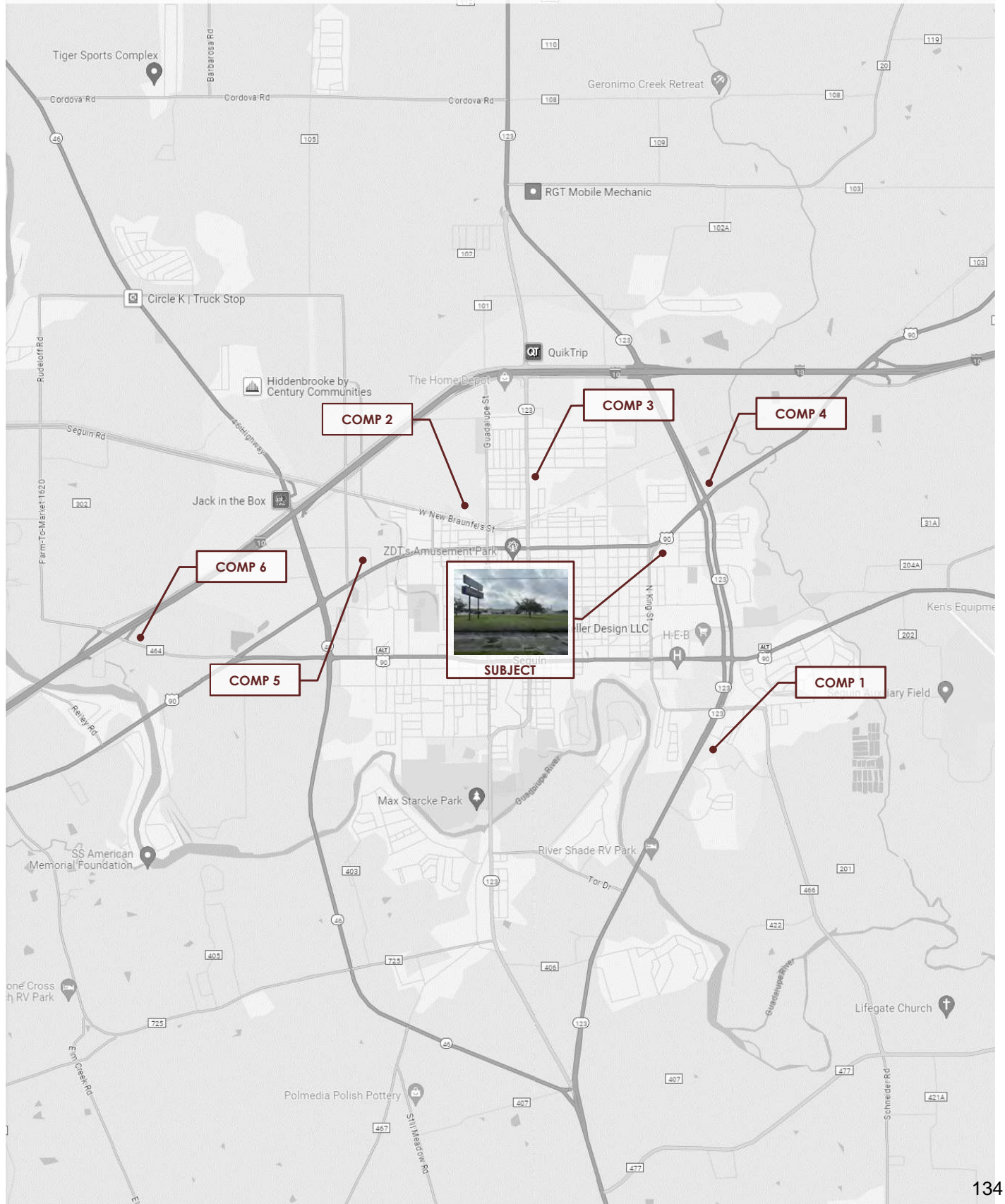
The sales comparison approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently. One premise of the sales comparison approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the sales comparison approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that cause real estate prices to vary.

In the application of the Sales Comparison Approach, I searched for sales of tracts of land similar to the subject whole property.





COMP MAP





COMPARABLE 1



LOCATION		SALES DATA	
Address / Location	TBD State Highway 123, Seguin, Texas	Date of Sale	November 21, 2023
		Sales Price	\$1,100,000
		Price Per Acre	\$133,869
		Price Per SF	\$3.07
PHYSICAL DATA		Grantor:	Triple M Development Corp
Size (acres)	8.22	Grantee:	Grogan's West LLC
Size (SF)	357,933	Recording	202399028745
Zoning	C - Commercial	Confirmation	Broker
Shape	Irregular		
Topography	Generally Level		
Utilities	All Available		

COMMENTS

The property is located along the east side of State Highway 123 between Joe Carrillo Boulevard and Harry Miller Pass. The property is not located in a designated flood plain.
Source: Jim Price (830) 660-5335





COMPARABLE 2



LOCATION

Address / Location East side of 8th Street and west side of North Guadalupe Street, Seguin, Texas

SALES DATA

Date of Sale	November 29, 2022
Sales Price	\$3,092,713
Price Per Acre	\$93,043
Price Per SF	\$2.14

PHYSICAL DESCRIPTION

Size (acres) 33.24
Size (SF) 1,447,924
Zoning Light Industrial
Shape Irregular
Topography Generally Level
Utilities All Available

Grantor: Seguin Economic Development Corporation
Grantee: Maruchi Stainless Tube Texas Corporation
Recording 202299036183
Confirmation Grantor

COMMENTS

The property is located on the northeast side of a Union Pacific Railroad, between 8th Street and North Guadalupe Street. It is noted that at the time of the sale 8th Street had not been constructed at the property; however, the right-of-way was going to be extended to the subject. The site is at street grade and is generally level in terrain. The property is not located in a designated flood plain. The site is to be developed with a 125,000 SF manufacturing facility. As part of the sale, the Seguin Economic Development Corporation approved the property for a Performance Based Cash Grant, which totals \$1,013,249, to be paid in four installments as each requirement is met. The cash grant is deducted from the total sale price of \$4,105,962. Source: Joshua Schneker (830) 401-2415





COMPARABLE 3



LOCATION

Address / Location 1903 North Austin Street,
Seguin, Texas

SALES DATA

Date of Sale	October 11, 2022
Sale Price	\$585,000
Price Per Acre	\$100,068
Price Per SF	\$2.30

PHYSICAL DATA

Size (acres) 5.85
Size (SF) 254,652
Zoning Industrial
Shape Rectangular
Topography Generally level
Utilities All public available

Grantor ACF Austin Concrete Fence, LLC
Grantee VG Seguin Storage, LLC
Recording 202299031725
Confirmation Broker

COMMENTS

The property is located on the east side of North Austin Street, south of East Baxter Street. None of the site is located in a designated flood plain. The tract is to be developed with a self storage facility.
 Source: Carlos Marquez (210) 896-2525





COMPARABLE 4



LOCATION		SALES DATA	
Address / Location	1631 North State Highway 123 Seguin, Guadalupe County, Texas	Date of Sale	June 10, 2022
		Sales Price	\$980,000
		Price Per Acre	\$213,787
		Price Per SF	\$4.91
PHYSICAL DESCRIPTION		Grantor:	Sunoco Retail, LLC
Size (acres)	4.58	Grantee:	Unity Four 2150 Investment, LLC
Size (SF)	199,697	Recording	202299018506
Zoning	Commercial	Confirmation	Broker
Shape	Rectangular		
Topography	Generally Level		
Utilities	Water and electric; wastewater by extension		

COMMENTS

The property is located on the north corner of State Highway 123 Bypass and U.S. Highway 90 (East Kingsbury Street). It is at to below street grade. Drainage appears to be adequate. The property is not located in a designated flood plain. A 50 - foot utility easement bisects the east half of the site in a north/south direction. The property is deed restricted for 10 years from being used for the sale or dispensing of motor fuels; unless, such motor fuel is supplied to the property by the seller or an affiliate, or successors or assigns of either. The billboards did not convey with the sale of the property.
Source: Nick Altomar (210) 408-6468





COMPARABLE 5



LOCATION

Address / Location 1255 West Kingsbury Street, Seguin, Texas

SALES DATA

Date of Sale	May 25, 2022
Sales Price	\$1,845,000
Price Per Acre	\$116,311
Price Per SF	\$2.67

PHYSICAL DESCRIPTION

Size (acres)	15.86
Size (SF)	690,979
Zoning	Commercial
Shape	Irregular
Topography	Generally Level
Utilities	All Available

Grantor:	US 90 West Venture Group LLC & Guadalupe Media, Ltd.
Grantee:	BGO-Yukon Seguin LLC
Recording	202299017604 & 202299017623
Confirmation	Broker

COMMENTS

The property is located at the northwest side of West Kingsbury Street, east side of Fleming Drive, south side of CH Matthies Jr. Drive and west side of Lawson Street. The site is at street grade and is generally level in terrain. The property is not located in a designated flood plain. It was reported that the property was the result of a block-up from two sellers that was negotiated simultaneously. An approximately 12.372 acre tract was acquired from US 90 West Venture Group, LLC and a 3.491 acre tract acquired from Guadalupe Media, Ltd. It was reported the antenna located on the smaller tract was relocated and not included in the sale. The site is to be developed with a cold storage facility.
Source: Jim Price (830) 400-0829





COMPARABLE 6



LOCATION

Address / Location 2460 Interstate Highway 10 E.,
Seguin, Guadalupe County,
Texas

SALES DATA

Date of Sale January 28, 2022
Adj. Sales Price \$2,204,162
Price Per Acre **\$213,540**
Price Per SF **\$4.90**

PHYSICAL DESCRIPTION

Size (acres) 10.32
Size (SF) 449,626
Zoning Commercial
Shape Triangular
Topography Generally Level
Utilities All Available

Grantor: Seguin Land Investments, L.P.
Grantee: Road Ranger, LLC
Recording 202299003243
Confirmation Broker

COMMENTS

The property is located on the east corner of Interstate Highway 10 and FM 464. It is relatively level in terrain and appears to have adequate drainage. None of the property is located in the 100 year flood plain. The buyer intends on developing the property with a travel center.
Source: Mike Weiss (210) 342-4242





LAND SALES SUMMARY

The market data utilized for the basis of this analysis is considered the best available and indicative of current market trends for undeveloped land in the subject market area. Components that affect the sale price of vacant land are numerous, but the most prominent are property rights conveyed, terms, conditions of sale, market conditions, size, location, physical features, zoning and public utility availability. The following criteria and subsequent adjustment grid have been implemented in order to reconcile the quality and quantity of the data available and analyzed within this approach to value.

Property Rights

The adjustment for property rights conveyed recognizes that differences in legal interest or estate between the subject and the comparable properties may occur. In this analysis, the comparables occurred in fee simple title and therefore, no adjustments are made.

Financing Terms

The adjustment for cash equivalency takes into account the fact that the transaction price of the comparable property may not be equal to its cash equivalent price. All the comparables utilized in this analysis were cash to seller transactions or transactions involving market financing, and no adjustment for cash equivalency was necessary.

Conditions of Sale

Adjustments for conditions of sale are intended to recognize motivations of the buyer and the seller that are unique to ordinary market conditions. With respect to this factor, all of the comparables were arm's length transactions. Thus, no adjustment is warranted.

Market Conditions

Each of the previous sales have been given consideration for the lapse of time between the date of sale and the effective date of this appraisal. Sales that occur at times with inferior market conditions warrant upward adjustments to account for value gains, while sales that occur at times of superior market conditions warrant downward adjustments to account for value losses; sales that occur at times with relatively similar market conditions warrant no adjustment as overall values have remained relatively stable.

In the case of the subject, adequate market support was found in pairing a sale and resale of a property in the immediate market area in order to extract an indication of market conditions affecting land sales prices. Please refer to the table on the following page.





MARKET CONDITIONS PAIRING		
Location	3540 N SH 123 Bypass, Seguin, Texas	SEC SH 123 Bypass
Sale Date	2/15/2024	7/7/2022
Land Size (SF)	55,278	94,525
Sales Price	\$300,000	\$460,000
Unit Price/SF	\$5.43	\$4.87
Size Adjustment	0%	5%
Physical Features	0%	0%
Total Adjustment	0%	5%
Adj. Unit Price/SF	\$5.43	\$5.11
% Change/Difference	6.2%	
% Change/Year	3.9%	Rd. 5.0%

Both sales are located on State Highway 123 Bypass in the City of Seguin and are similar in location, access/exposure, zoning, and utilities. Given the similarities, the difference in sale prices is isolated to size and market conditions. An upward adjustment is applied to the larger sale to account for its size. Over a 19 month, 1.6 year time period, the percentage change in price was 3.9% a year, rounded to 5.0%. With respect to this factor, Sale 1 is not adjusted as it is reflective of current market conditions. The remaining sales are adjusted upward for improving market conditions since their transaction dates.

Location

Differences in value occur due to varying degrees of accessibility, exposure and surrounding development to a site. Access is often determined by corner locations, natural barriers, ease of entrance on and off of major thoroughfares, etc. Surrounding development also plays an important part of locational influences for a property. The subject is comprised of an entire block with four street frontage. It has good accessibility and exposure. Sales 1 through 3 are adjusted upward as they are located amongst inferior development and have less road frontage/exposure relative to the subject. A larger adjustment is applied to Sale 3 as it has an interior location with one street frontage. Sale 4, situated at the intersection of two highways, and Sale 6, on Interstate Highway 10, are adjusted downward for their superior locations when compared to the subject. Sale 5 is considered to have a similar location to the subject property and is not adjusted.





Size

Size is a factor that must be considered when comparing vacant land sales. Typically, but not always, larger tracts sell for a lower unit value. Therefore, when making comparisons on a per unit basis, such as price per unit, the larger tracts tend to be adjusted upward and the smaller tracts tend to be adjusted downward to accurately reflect the differences. With respect to this factor, materially larger tracts of land were adjusted upward accordingly, and materially smaller tracts of land were adjusted downward accordingly. Sales 1, 3, 4, and 6 are adjusted downward for their materially smaller size when compared to the subject. Conversely, Sale 2 is adjusted upward for its materially larger size.

Physical Features

The overall site characteristics of each sale have been compared to the subject site. These include traits such as drainage, site preparation expense, topography, and configuration. The subject is an irregular shaped tract of land. None of the property is located in the 100-year flood plain. Sale 4 is adjusted upward for the fact that it is bisected by an electric line easement that would likely require some additional land planning and engineering for development. The remaining comparables have similar physical features as the subject and are not adjusted.

Utilities

The availability of public utilities such as water, electric power and sanitary sewer service have an impact on property values since the non-availability of such utilities could restrict the overall development and/or potential use of an individual site. Therefore, when analyzing vacant land, it is important to determine whether or not public utilities are available. If they are not available, the appraiser must examine to what extreme a potential developer would have to go in gaining access to such services. The subject and sales have access to all public utilities; therefore, no adjustments are warranted.

Zoning

Adjustments for zoning typically recognize the different densities and restrictions of different zoning classifications, as well as use potential, and directly relates these differences between the comparable sales and the subject property. With respect to this factor, no adjustment is deemed necessary as based on zoning of other properties along Kingsbury Street it appears reasonable that a commercial zoning would be readily obtainable.





CONCLUSION – LAND VALUATION

In the final analysis of the subject property, similar weight is placed on all of the comparables surveyed. The following is the adjustment table with the concluded opinion of land value via the Sales Comparison Approach.

	SUBJECT	1	2	3	4	5	6
Date	Current	Nov-23	Nov-22	Oct-22	Jun-22	May-22	Jan-22
Sale Price		\$1,100,000	\$3,092,713	\$585,000	\$980,000	\$1,845,000	\$2,204,162
SIZE - SF	913,410	357,933	1,447,924	254,652	199,697	690,979	449,626
Unit Price (\$ / SF)		\$3.07	\$2.14	\$2.30	\$4.91	\$2.67	\$4.90
TRANSACTION ADJUSTMENTS							
Property Rights	Fee Simple	Similar 0% \$3.07	Similar 0% \$2.14	Similar 0% \$2.30	Similar 0% \$4.91	Similar 0% \$2.67	Similar 0% \$4.90
Financing Terms	Cash	Cash 0% \$3.07	Cash 0% \$2.14	Cash 0% \$2.30	Cash 0% \$4.91	Cash 0% \$2.67	Cash 0% \$4.90
Conditions of Sale	Arm's Length	Normal 0% \$3.07	Normal 0% \$2.14	Normal 0% \$2.30	Normal 0% \$4.91	Normal 0% \$2.67	Normal 0% \$4.90
Market Conditions	Current	Nov-23 0% \$3.07	Nov-22 10% \$2.35	Oct-22 10% \$2.53	Jun-22 10% \$5.40	May-22 10% \$2.94	Jan-22 10% \$5.39
PROPERTY ADJUSTMENTS							
Location	Average	Inferior 10%	Inferior 10%	Inferior 20%	Superior -10%	Similar 0%	Superior -10%
Size - SF	913,410	357,933 -5%	1,447,924 5%	254,652 -10%	199,697 -10%	690,979 0%	449,626 -5%
Physical Features	Average	Similar 0%	Similar 0%	Similar 0%	Inferior 5%	Similar 0%	Similar 0%
Utilities	All available	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Zoning	Public & Commercial	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Total Adjustment		5%	15%	10%	-15%	0%	-15%
Adjusted \$ / SF		\$3.23	\$2.70	\$2.78	\$4.59	\$2.94	\$4.58
Adjusted Mean \$ / SF							\$3.47
A value generally in-line with the mean of the sales is well supported.						Concluded Unit Value	\$3.50
Land Size (SF)							913,410
Value Indication "As Is"							\$3,196,935
Concluded Value Via Land Valuation							\$3,196,900





CONCLUSION

Consideration was given to each of the sales, which together provide a range of activity for recent development in the market. The comparables sold in the range of \$2.14 to \$4.91 per SF. After adjustments, the sales indicate a value in the range of \$2.78 to \$4.59 per SF. The mean indicated value of the comparables is \$3.47 per SF. A value in-line with the mean is generally well supported.

The following table presents the valuation conclusion for the subject whole property.

CONCLUDED LAND VALUE		
\$/SF	Subject Size (SF)	Total
\$3.50	x 913,410	\$3,196,935
Indicated Value		Rd. \$3,196,900





PART TO BE ACQUIRED

The part to be acquired consists of a 0.796 acre (34,684 SF) permanent water line easement. It is a long, narrow strip of land that extends along and in proximity to the western property line with the East Kingsbury Street frontage. The proposed easement extends the length of the northwest boundary of the subject whole property. The south boundary adjoins the north side of Cedar Street for 46.34 feet and the north boundary adjoins the south side of Hummingbird Lane for 28.66 feet. Additionally, there will be two (2), 20-foot wide temporary construction easements (TCE) that will adjoin and parallel the southeast side of the proposed waterline easements comprising a total of 0.712 acre (31,012 SF). According to the client, the TCE's are to be in effect for a period of no longer than two (2) years.

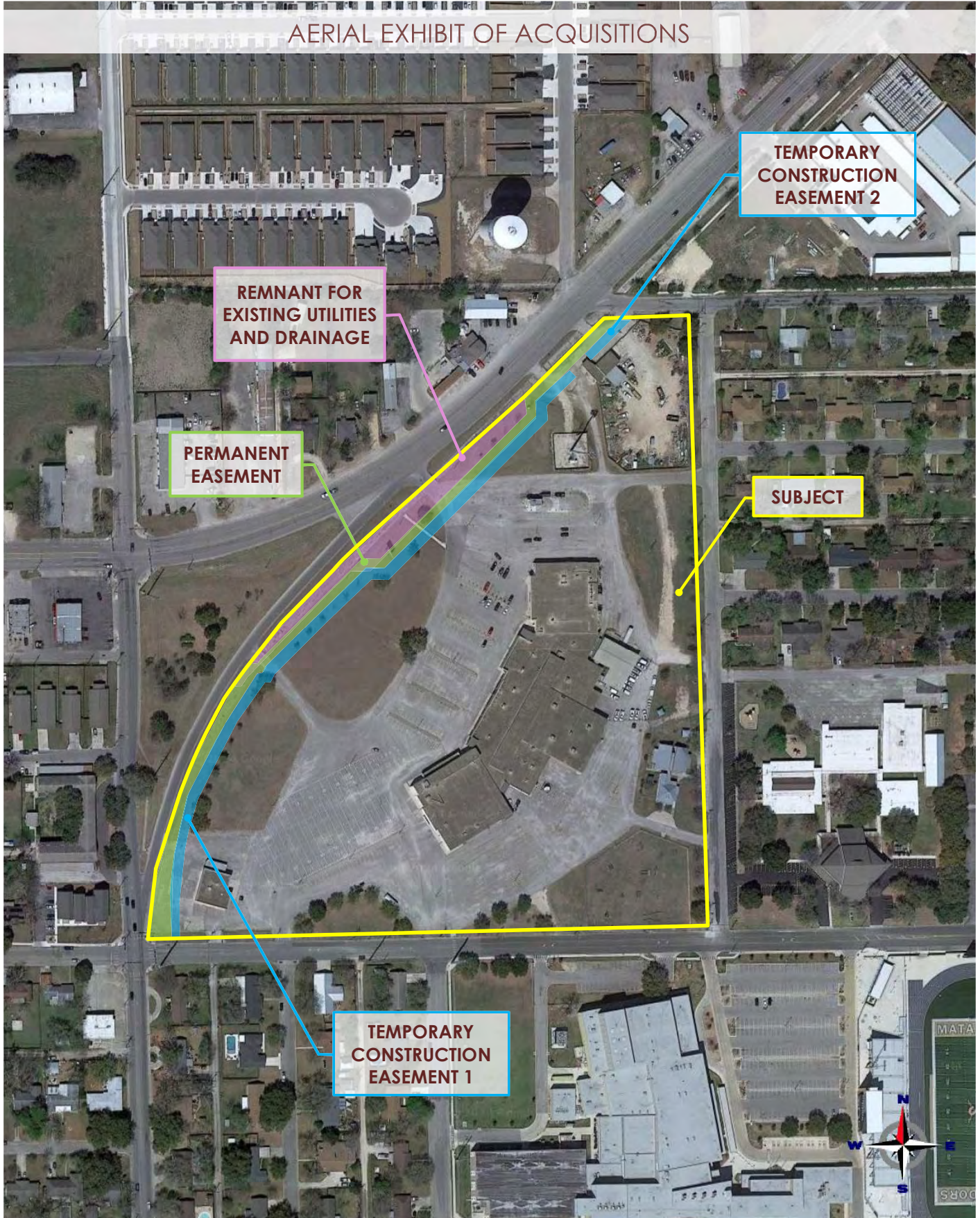
The partial acquisition is improved with asphalt and concrete paving, concrete curbs, and an on-premise sign. According to the client, any impacted site improvements will be replaced upon completion of construction. Thus, these improvements are excluded from the analysis.

Since there are no primary building improvements located within the proposed acquisition area and any impacted site improvements will be restored by the client, no analysis of improvements within the acquisition area or cost to cure items are considered in this analysis of the water easement rights. Additionally, it was indicated that no trees will be removed as a result of the construction of the water line.

An aerial exhibit and the legal description and survey description of the partial acquisitions are included on the following pages.



AERIAL EXHIBIT OF ACQUISITIONS





WATER LINE EASEMENT LEGAL DESCRIPTION / SURVEY

LEGAL DESCRIPTION:

WATER LINE EASEMENT - 0.796 ACRES

BEING A 0.796 ACRE (34,684 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES, DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES EASEMENT, DESCRIBED TO UNITED GAS CORPORATION RECORDED IN VOLUME 380, PAGE 418 ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1106.30 FEET, A CHORD NORTH 19°31'01" EAST, 584.70 FEET, A CENTRAL ANGLE OF 30°38'46", AND AN ARC LENGTH OF 591.73 FEET, ALONG THE EASTERLY LINE OF SAID E. KINGSBURY ST. AND THE WESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT, TO A CALCULATED POINT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID E. KINGSBURY ST., CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 76°33'11" EAST, 14.79 FEET TO A CALCULATED POINT;
2. NORTH 31°33'11" EAST, 7.99 FEET TO A CALCULATED POINT;
3. NORTH 44°31'39" EAST, 284.09 FEET TO A CALCULATED POINT;
4. NORTH 89°31'39" EAST, 35.31 FEET TO A CALCULATED POINT;
5. NORTH 44°26'02" EAST, 407.83 FEET TO A CALCULATED POINT;
6. NORTH 00°28'21" WEST, 30.76 FEET TO A CALCULATED POINT, ALONG THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDTH PUBLIC RIGHT-OF-WAY), AND THE NORTHWESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT;

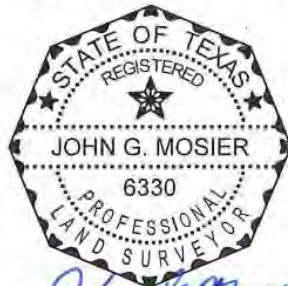
THENCE, NORTH 44°30'01" EAST, 223.55 FEET TO A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID U.S. HIGHWAY 90, AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WMDTH PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 235.80 FEET TO A CALCULATED POINT;
2. SOUTH 00°28'21" EAST, 30.75 FEET TO A CALCULATED POINT;
3. SOUTH 44°26'02" WEST, 424.40 FEET TO A CALCULATED POINT;
4. SOUTH 89°31'39" WEST, 35.33 FEET TO A CALCULATED POINT;
5. SOUTH 44°31'39" WEST, 273.53 FEET TO A CALCULATED POINT;
6. SOUTH 31°33'11" WEST, 14.00 FEET TO A CALCULATED POINT;
7. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
8. SOUTH 31°33'11" WEST, 112.85 FEET TO A CALCULATED POINT;
9. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF SOUTH 23°33'13" WEST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
10. SOUTH 25°33'15" WEST, 131.30 FEET TO A CALCULATED POINT;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.49 FEET, A CHORD SOUTH 07°35'53" WEST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
12. SOUTH 01°56'22" EAST, 39.82 FEET TO A CALCULATED POINT;

THENCE, SOUTH 88°10'19" WEST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.796 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/7/2024 AT 4:32 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



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John G. Mosier
3-4-2024

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

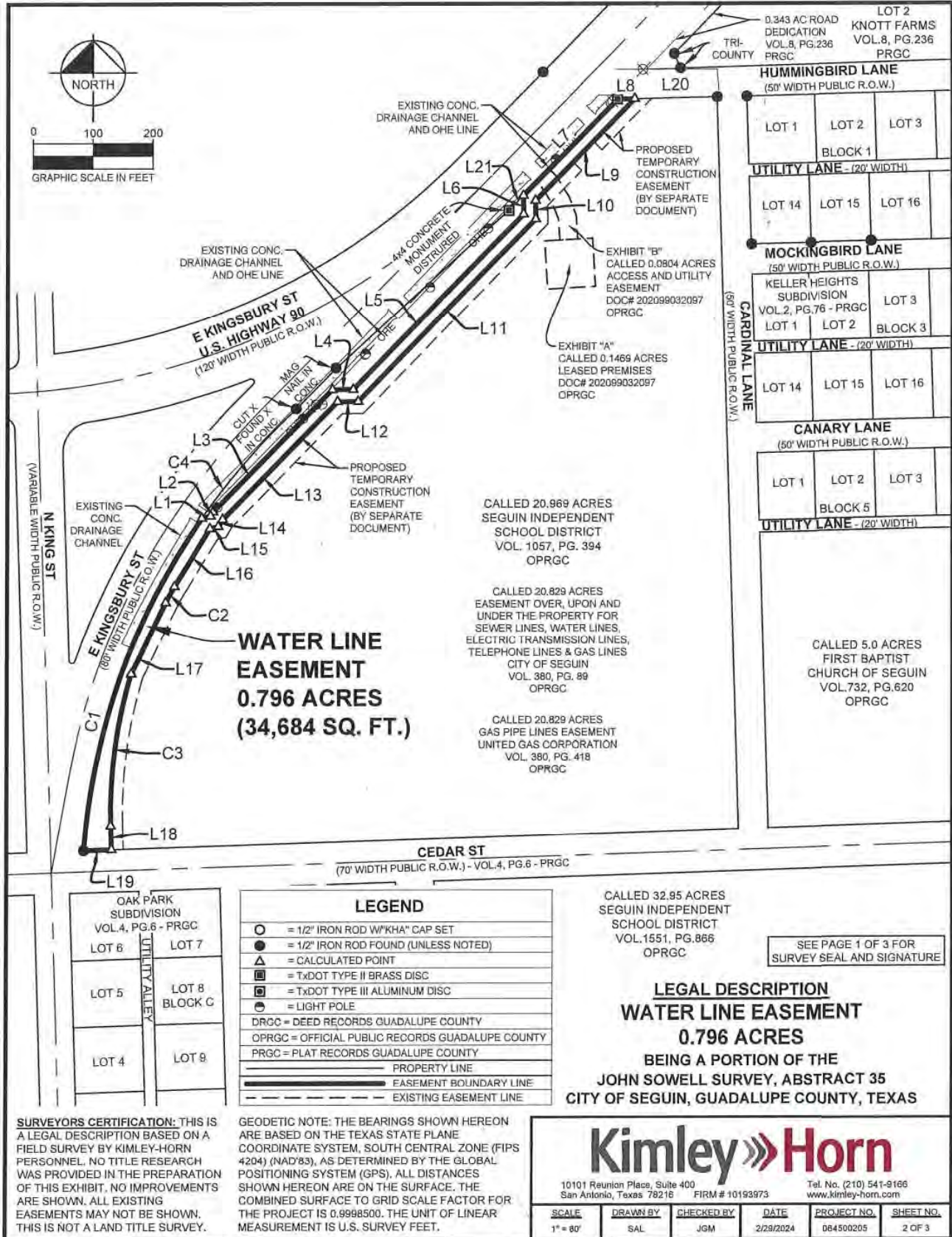


10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel No. (210) 541-9166 www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/29/2024	064500205	1 OF 3

LUCIO, STEVE 2/29/2024 12:39 PM K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG





LUCIO, STEVE 2/29/2024 12:39 PM K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG





LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°33'11"E	14.79'
L2	N31°33'11"E	7.99'
L3	N44°31'39"E	284.09'
L4	N89°31'39"E	35.31'
L5	N44°26'02"E	407.83'
L6	N00°28'21"W	30.76'
L7	N44°30'01"E	223.55'
L8	N88°44'40"E	28.66'
L9	S44°30'01"W	235.80'
L10	S00°28'21"E	30.75'
L11	S44°26'02"W	424.40'
L12	S89°31'39"W	35.33'
L13	S44°31'39"W	273.53'
L14	S31°33'11"W	14.00'
L15	S76°33'11"W	14.14'
L16	S31°33'11"W	112.85'
L17	S25°33'15"W	131.30'
L18	S01°56'22"E	39.82'
L19	S88°10'19"W	46.34'
L20	N88°44'40"E	138.42'
L21	N44°30'01"E	34.10'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°38'46"	1106.30'	591.73'	N19°31'01"E	584.70'
C2	5°59'56"	290.00'	30.36'	S28°33'13"W	30.35'
C3	18°26'48"	790.49'	254.50'	S07°35'53"W	253.40'
C4	12°26'31"	1106.30'	240.23'	S41°03'39"W	239.76'

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
 JOHN SOWELL SURVEY, ABSTRACT 35
 CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	3 OF 3

SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

PLotted: STEVE 2/8/2024 5:02 PM KASNA SURVEY064500205-SEGUIN S3-F

HEET-P1-WATERLINE.DWG





TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION / SURVEYS

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1 - 0.662 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 88°10'19" EAST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY LINE OF SAID CEDAR ST. AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

1. NORTH 01°56'22" WEST, 39.82 FEET TO A CALCULATED POINT;
2. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.49 FEET, A CHORD NORTH 07°35'53" EAST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
3. NORTH 25°33'15" EAST, 131.30 FEET TO A CALCULATED POINT;
4. IN A NORTHEASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF NORTH 28°33'13" EAST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
5. NORTH 31°33'11" EAST, 112.85 FEET TO A CALCULATED POINT;
6. NORTH 76°33'11" EAST, 14.14 FEET TO A CALCULATED POINT;
7. NORTH 31°33'11" EAST, 14.00 FEET TO A CALCULATED POINT;
8. NORTH 44°31'39" EAST, 273.53 FEET TO A CALCULATED POINT;
9. NORTH 89°31'39" EAST, 35.33 FEET TO A CALCULATED POINT;
10. NORTH 44°26'02" EAST, 424.40 FEET TO A CALCULATED POINT;
11. NORTH 00°28'21" WEST, 30.75 FEET TO A CALCULATED POINT;
12. NORTH 44°30'01" EAST, 88.86 FEET TO A CALCULATED POINT;
13. SOUTH 45°29'59" EAST, 20.00 FEET TO A CALCULATED POINT;
14. SOUTH 44°30'01" WEST, 80.58 FEET TO A CALCULATED POINT;
15. SOUTH 00°28'21" EAST, 30.73 FEET TO A CALCULATED POINT;
16. SOUTH 44°26'02" WEST, 440.96 FEET TO A CALCULATED POINT;
17. SOUTH 89°31'39" WEST, 35.35 FEET TO A CALCULATED POINT;
18. SOUTH 44°31'39" WEST, 262.97 FEET TO A CALCULATED POINT;
19. SOUTH 31°33'11" WEST, 20.01 FEET TO A CALCULATED POINT;
20. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
21. SOUTH 31°33'11" WEST, 104.57 FEET TO A CALCULATED POINT;
22. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 28.26 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 28.27 FEET TO A CALCULATED POINT;
23. SOUTH 25°33'15" WEST, 129.77 FEET TO A CALCULATED POINT;
24. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.49 FEET, A CHORD SOUTH 07°32'37" WEST, 245.44 FEET, A CENTRAL ANGLE OF 18°19'47", AND AN ARC LENGTH OF 246.49 FEET TO A CALCULATED POINT;
25. SOUTH 01°56'22" EAST, 39.80 FEET TO A CALCULATED POINT ALONG THE NORTHERLY LINE OF AFORESAID CEDAR ST.;

THENCE, SOUTH 88°10'19" WEST, 20.00 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.662 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 10:41 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



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greg.mosier@kimley-horn.com

John G. Mosier
2-8-24

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS



10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	1 OF 4

LUCIO, STEVE 2/8/2024 5:22 PM K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG





LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 2 - 0.050 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDE PUBLIC RIGHT-OF-WAY), AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. SOUTH 44°30'01" WEST, 119.14 FEET TO A CALCULATED POINT;
- 2. NORTH 45°29'59" WEST, 20.00 FEET TO A CALCULATED POINT;

NORTH 44°30'01" EAST, 98.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.050 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 1:52 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5

PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

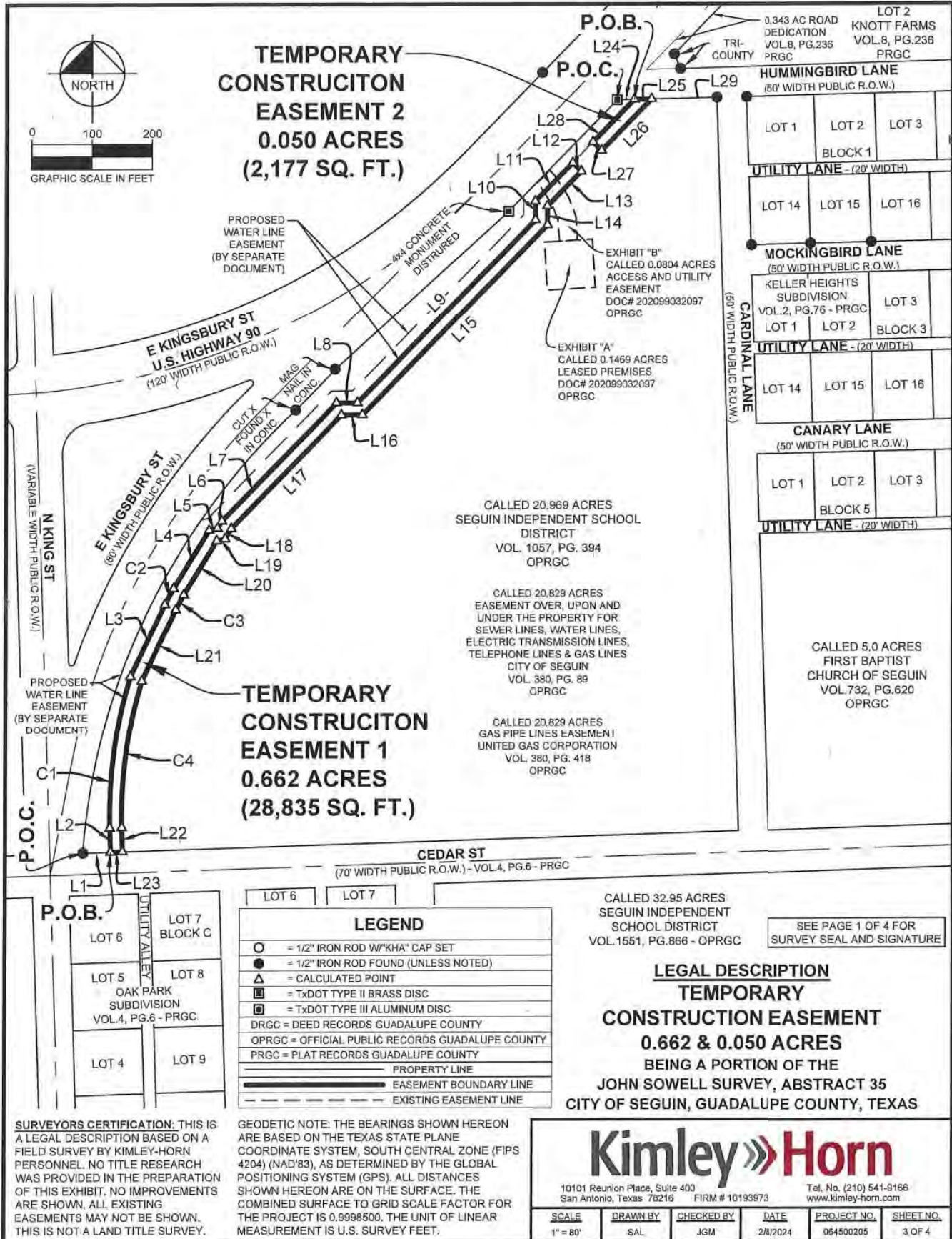
JOHN G. MOSIER
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greg.mosier@kimley-horn.com

SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

<h1 style="margin: 0;">Kimley»Horn</h1>					
10101 Reunion Place, Suite 400 San Antonio, Texas 78216	FIRM # 10193173 Tel. No. (210) 541-9166 www.kimley-horn.com				
<u>SCALE</u>	<u>DRAWN BY</u>	<u>CHECKED BY</u>	<u>DATE</u>	<u>PROJECT NO.</u>	<u>SHEET NO.</u>
N/A	SAL	JGM	2/8/2024	064500205	2 OF 4

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LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°10'19"E	46.34'
L2	N01°56'22"W	39.82'
L3	N25°33'15"E	131.30'
L4	N31°33'11"E	112.85'
L5	N76°33'11"E	14.14'
L6	N31°33'11"E	14.00'
L7	N44°31'39"E	273.53'
L8	N89°31'39"E	35.33'
L9	N44°26'02"E	424.40'
L10	N00°28'21"W	30.75'
L11	N44°30'01"E	88.86'
L12	S45°29'59"E	20.00'
L13	S44°30'01"W	80.58'
L14	S00°28'21"E	30.73'
L15	S44°26'02"W	440.96'
L16	S89°31'39"W	35.35'
L17	S44°31'39"W	262.97'
L18	S31°33'11"W	20.01'
L19	S76°33'11"W	14.14'
L20	S31°33'11"W	104.57'
L21	S25°33'15"W	129.77'
L22	S01°56'22"E	39.80'
L23	S88°10'19"W	20.00'
L24	N88°44'40"E	28.66'
L25	N88°44'40"E	28.66'
L26	S44°30'01"W	119.14'
L27	N45°29'59"W	20.00'
L28	N44°30'01"E	98.60'
L29	N88°44'40"E	109.75'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°26'48"	790.49'	254.50'	N07°35'53"E	253.40'
C2	5°59'56"	290.00'	30.36'	N28°33'13"E	30.35'
C3	5°59'56"	270.00'	28.27'	S28°33'13"W	28.26'
C4	18°19'47"	770.49'	246.49'	S07°32'37"W	245.44'

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	4 OF 4

SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

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CONCLUSION

Given the long, narrow shape of the proposed easement, it has limited utility as a stand-alone tract. The highest and best use of the part to be acquired is for use in conjunction with the whole property, thus the value of the acquisition is based on a pro-rata share of the whole property. Please refer to the *Land Valuation* section of the report for the analysis of the land value for the Part to Be Acquired.

In order to determine the appropriate compensation to the property owner, the appraiser has considered the extent of impact, or detriment, of the partial acquisition on the proposed easement area and applied an appropriate factor to the pro rata fee simple value. The proposed permanent waterline easement is a strip of land that extends along and in proximity to the western property line with the East Kingsbury Street frontage. It extends the length of the northwest boundary of the subject whole property and mostly lies within the required building setback line per the Unified Development Code of the City of Seguin. Based on the location and use of the permanent easement, it is our opinion that the rights to be acquired are 75% of the per square foot fee simple value.

The computation of the value of the partial acquisition is presented below:

Calculations of the Partial Acquisitions				
Land Value				
Permanent Easement	34,684 SF	x	\$3.50 /SF x 75%	= \$91,046
Total Value of the Part to be Acquired				(Rd.) \$91,100

The opinion of compensation in this report is for real property interest, or real estate which includes the physical land and improvements, if any, attached to the land. This report does not include a value opinion for personal property or trade fixtures.





REMAINDER BEFORE THE ACQUISITION

The value of the remainder before the acquisition is a mathematical computation where the value of the acquisition is subtracted from the value of the whole property. The resultant value is the remainder immediately before the acquisition, as set forth in the following table, is compared to the value of the remainder after the acquisition to determine potential damages or enhancements to the remainder.

VALUE OF THE REMAINDER BEFORE THE ACQUISITION	
Value of Whole Property	\$3,196,900
Less: Value of Part to be Acquired	(\$91,100)
Value of Remainder Before Acquisition	\$3,105,800



REMAINDER AFTER THE ACQUISITION

The valuation of the remainder after the acquisition takes into consideration any severance damage accruing to the remainder as a result of the condemnation and the intended use of the partial acquisition.

The acquisition is intended to improve water service in the area. As the acquisition is a water easement, the remainder property generally resembles that of the whole property before the acquisition, thus the reader is referred to whole property section of the report for a site description.

The permanent acquisition extends along and in proximity to the western property line with the East Kingsbury Street frontage. It extends the length of the northwest boundary of the remainder property. The south boundary adjoins the north side of Cedar Street for 46.34 feet and the north boundary adjoins the south side of Hummingbird Lane for 28.66 feet. Market data does not indicate any diminution in value when an acquisition extends along a boundary. However, the acquisition severs an irregular shaped strip of land between the permanent water line easement and the northwest property line on the remainder. Per information obtained from Kimley-Horn, the water line easement design/alignment was based on discussions with the property owner to avoid drainage infrastructure (as discussed in the subject vesting deed filed in Volume 1057 Page 394), power poles, trees, and signage within the remainder strip. As the design/alignment was based on information and recommendations from the property owner, the remainder strip is not considered to be damaged. It is also our understanding that the property will be restored to as close to its present state as possible after the water line is installed. As the acquisition is an easement, the remainder property generally resembles that of the whole property before the acquisition, thus the reader is referred to the whole property section of the report for a site description.

Given the similar highest and best use of the remainder property as compared to the whole property, the same per unit fee simple land value is applied to the remainder. It is noted that a portion of the remaining property rights are held by the subject owner for the easement area. The computations are as follows:

Calculations of the Remainder After the Acquisition					
Land Value					
Remainder	878,726 SF	x	\$3.50 /SF	=	\$3,075,541
Permanent Easement	34,684 SF	x	\$3.50 /SF x 25%	=	\$30,349
					\$3,105,890
Total Value of the Remainder After the Acquisition					(Rd.) \$3,105,800





TEMPORARY EASEMENT

Two (2), 20-foot wide Temporary Construction Easements (TCE) are proposed to be acquired to facilitate construction of the water project. Based on the survey, the proposed Temporary Construction Easement 1 contains an area of 0.662 acre (28,835 SF) and Temporary Construction Easement 2 contains an area of 0.050 acre (2,177 SF). The proposed TCE's are located adjacent to the southeast boundary of the proposed waterline easement and contain a combined total area of 0.712 acre (31,012 SF).

Since there are no primary building improvements located within the proposed acquisition area and any impacted site improvements will be replaced by the client, no analysis of improvements within the acquisition or cost to cure items are considered in this analysis of the temporary easement rights.

Based on information provided by the client, the TCE will be in place for a maximum period of two (2) years. Considering the nature of temporary easements, an appropriate rental rate to the land is 10% of the fee simple value per year for the term of the temporary easements.

Therefore, the compensation due to the landowner for the temporary easement is as follows:

TEMPORARY EASEMENT ACQUISITION			
31,012 SF	x	\$3.50 /SF	x 10% x 2 years = \$21,708
Total Value		Rd.	\$21,800



TOTAL COMPENSATION

This appraisal, subject to the assumptions and limiting conditions as expressed herein and conducted according to the Uniform Standards of Professional Appraisal Practice, led me to the opinion that the total compensation due to the property owner as a result of the proposed acquisition described herein:

COMPENSATION SUMMARY	
WHOLE PROPERTY:	
The market value of the whole property is:	\$3,196,900
PART TO BE ACQUIRED:	
Considered as severed land, the easement rights for the part being acquired for easement purposes is:	\$91,100
REMAINING PROPERTY:	
The value of the remainder immediately before the taking is:	\$3,105,800
Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is:	\$3,105,800
NET DAMAGES OR ENHANCEMENTS, if any:	
The loss in value to the remainder property calculated as the difference between the value of the whole property before and after the acquisition. In the case of the remainder property, a "paper enhancement", which does not offset compensation, is indicated as there is no material difference to the remainder property after the acquisition.	\$0
TEMPORARY CONSTRUCTION EASEMENT	
Considered as severed land, the temporary easement rights for the part being acquired for temporary construction purposes is:	\$21,800
COST TO CURE:	
The cost to correct a damage to the remainder property only if the correction is less than the amount of damages incurred.	\$0
TOTAL COMPENSATION:	\$112,900





ASSUMPTIONS & LIMITING CONDITIONS

"Report" signifies the appraisal or consulting report and its conclusions, to which these Assumptions and Limiting Conditions are annexed.

"Property" signifies the subject of the Report.

"LPA" means Lowery Property Advisors, LLC, or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of LPA who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- Unless otherwise specifically noted in the body of the report, it is assumed that the title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. LPA is not aware of any title defects nor has it been advised of any representations relative to the condition of the title. LPA has not reviewed any documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of the title. Insurance against financial loss resulting in claims that may arise out of defects in the subject's title should be sought from a reputable title company which specializes in real property.
- Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property was not observed by the appraisers. LPA has no knowledge of the existence of such materials on or in the property. LPA, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would constitute a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. LPA has inspected as thoroughly as possible by observation. However, it was impossible to personally inspect conditions beneath the soil. Therefore, no representation is made as to these matters unless specially considered in the appraisal.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable. However, LPA gives no warranty for its accuracy.
- LPA assumes that all engineering is correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- If provided, the estimated insurable value is included at the request of the client and has not been performed by a qualified insurance agent or risk management underwriter. The cost estimate should not be solely relied upon for insurable value purposes. The appraisers are not familiar with the definition of insurable value from the actual insurance provider, the local government underwriting regulations, or the types of insurance coverage available. LPA has followed traditional appraisal standards to develop a reasonable calculation based upon industry practices and industry accepted publications such as the Marshall Valuation Service handbook. Actual construction costs can vary greatly from this estimate. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The appraisers are not cost experts in cost estimating for insurance purposes.
- LPA assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- All applicable zoning and use regulations and restrictions are assumed to have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
- Required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization are assumed to have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.





- The utilization of the land and improvements is assumed to be within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- All information, comments and conclusions pertaining to subject and other properties described represent the opinion of the appraiser formed after a personal examination of each.
- The appraiser has no interest, present or prospective, in the subject property.
- Sketches in this report are included to assist the reader in visualizing the property.
- LPA assumes that there are no hidden or unapparent conditions of the appraised property, which would render it more or less valuable. Furthermore, the appraisers assume that there are no potentially harmful asbestos or other materials and/or site contaminants in, on, or near soil, subsoil, or structure of the appraised property and that there has been no disposal, discharge, leakage, or spillage of pollutants or contaminant which would render it more or less valuable, whether or not these materials or contaminants are apparent or hidden and unapparent.
- No responsibility is assumed by the appraisers for these conditions. In addition, no responsibility is assumed by LPA for the cost of engineering and/or laboratory studies which might be required to discover such materials or contaminants. And no such engineering or laboratory studies have been ordered for the appraised property.
- Disclosure by the appraiser of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of The Appraisal Institute.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication, unless prior arrangements have been made.
- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.
- This appraisal was made in accordance with the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and the Appraisal Institute.
- Acceptance of and/or use of this report constitutes acceptance of all assumptions and limiting conditions stipulated.
- The *Americans with Disabilities Act* ("ADA") became effective July 26, 1990. LPA has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
- Unless otherwise noted in the body of the report, it is assumed that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated, it is also assumed that there are no air or developments rights of value that may be transferred.

By use of this Report, each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.





CERTIFICATION

We certify to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the State of Texas.
- Carl K. Eisenhauer, MAI made a personal inspection of the property that is the subject of this report. Mario Caro, MAI, AI-GRS, SR/WA did not make a personal inspection of the subject property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- As of the date of this report, Mario A. Caro, MAI, AI-GRS, SR/WA and Carl K. Eisenhauer, MAI have completed the continuing education program of the Appraisal Institute. Moreover, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- We **have not** provided services, as an appraiser or in any other capacity regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

MARIO CARO, MAI, AI-GRS, SR/WA
Certificate No. TX1334889-G

CARL K. EISENHAUER, MAI
Certificate No. TX1332801--G



ADDENDUM





SUBJECT VESTING DEED





GCAC GF# 25446 MLC

1057/0394

9533

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GUADALUPE §

THAT DAG MANAGEMENT, INC. (herein referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by SEGUIN INDEPENDENT SCHOOL DISTRICT (herein referred to as "Grantee"), whose mailing address is 1227 E. Cedar Street, Seguin, Texas 78155, and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee (a) that certain tract of land (hereinafter called the "Land") situated in Guadalupe County, Texas, described in Exhibit A attached hereto and made a part hereof for all purposes, (b) all buildings, together with all other improvements owned by Grantor situated on the Land and all fixtures and other property owned by Grantor affixed thereto (hereinafter collectively called the "Improvements"), and (c) all and singular any rights and appurtenances of Grantor pertaining to the Land, including any right, title and interest of Grantor (but without warranty whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way. The items described in (a), (b) and (c) above are hereinafter called the "Property".

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its heirs, executors, administrators, legal representatives, successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, executors, administrators, legal representatives,



**1057/0395**

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated, (b) any and all matters listed on Exhibit B attached hereto and made a part hereof for all purposes.

Notwithstanding any provision herein to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical or environmental condition of the Property and Grantee, by acceptance of this Deed, accepts the Property "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor except as expressly set forth herein. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING ENVIRONMENTAL CONDITION, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND GRANTEE ACKNOWLEDGES THAT GRANTEE ACCEPTS THIS DEED WITHOUT RELYING UPON ANY SUCH STATEMENT OR REPRESENTATION MADE BY GRANTOR, ITS AGENTS OR CONTRACTORS, OR BY ANY OTHER PERSON(S).

All ad valorem taxes and assessments for the Property for the current calendar year have been prorated by the parties hereto as of the effective date of this Deed and by acceptance hereof Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon such taxes and assessments for the prior calendar year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for the current calendar year are available.



1057/0396

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the 31st day of August, 1993.

GRANTOR:

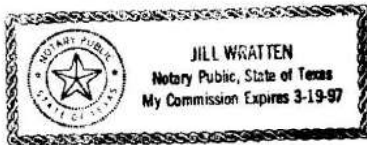
DAG MANAGEMENT, INC.

By: *Nathan E. Baker*
Nathan E. Baker
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of August, 1993, by Nathan E. Baker, Vice President of DAG Management, Inc., a Colorado corporation, on behalf of said corporation.

Jill Wratten
Notary Public in and for
the State of Texas



RETURN TO:
GARRY L. CARR
CHARTER TITLE COMPANY
700 LOUISIANA #3340
HOUSTON, TEXAS 77002
GF # 93030468



Exhibit A

1057/0397

FIELD NOTES DESCRIBING 20.969 ACRES OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABST. 35, SEGUIN, GUADALUPE COUNTY, TEXAS. SAID 20.969 ACRE TRACT IS PART OF THAT TRACT CALLED 20.829 ACRES IN CONVEYANCE FROM ROY L. MARTIN TO STAR PROPERTY JOINT VENTURE BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 660 AT PAGE 497 OF THE DEED RECORDS OF SAID COUNTY, AND BEING DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING at an iron pin set at the intersection of the north line of Cedar Street and the west line of Cardinal Lane;

THENCE; with said north line S 88°56' W, 1094.50 feet to an iron pin set on the east line of King St.;

THENCE; with the southeast right of way line of the connection road between King Street and U.S. Highway No. 90 along a circular curve to the right having a radius of 1106.3 feet and a length chord that bears N 26°29'57" E, 812.50 feet to a chiseled cross set;

THENCE; continuing along said southeast line of N 45°28' E, 95.0 feet to a chiseled cross at the intersection of said connection road and the southeast line of U.S. Highway No. 90 (Kingsbury Street);

THENCE; with said southeast line, as follows:

N 48°38' E, 390.3 feet to a concrete monument found and; . . .

N 45°17' E, 258.6 feet to a lead plug and tack set marking the northwest corner of the tract herein described same being the intersection of the southeast line of said U.S. Highway No. 90 and the south line of Hummingbird Lane (50 foot right of way);

THENCE; with said south line N 89°28' E, 167.1 feet to a lead plug and tack set marking the northeast corner of the tract herein described same being the intersection of the south line of said Hummingbird Lane and the west line of Cardinal Lane (50 feet right of way);

THENCE; with said west line S 1°00' E, 1215.3 feet to the POINT OF BEGINNING and containing 20.969 acres of land.



1057/0398

EXHIBIT B

PERMITTED EXCEPTIONS

1. Restrictions filed for record in Volume 258, Pages 418-422 and Volume 296, Pages 116-119 of the Deed Records of Guadalupe County, Texas.
2. Agreement on the subject of easements, water taps and sewer taps by Star Properties Joint Venture to the City of Seguin, recorded in Volume 672, Pages 571-573 of the Official Records of Guadalupe County, Texas.
3. Easement for sewer lines, water lines, electric transmission lines, guy lines, telephone lines and gas lines granted to City of Seguin by Roy L. Martin in instrument dated August 30, 1965 and recorded in Volume 380, Page 89 of the Deed Records of Guadalupe County, Texas.
4. Easement for gas pipe lines and appurtenances granted to United Gas Corporation by Roy L. Martin in instrument dated September 16, 1965 and recorded in Volume 380, Page 418 of the Deed Records of Guadalupe County, Texas.
5. Terms and conditions of that certain Shopping Center Lease Agreement dated October 17, 1980 by and between Roy L. Martin and Associates as Landlord and Wuest's Oak Park, Inc. as Tenant.
6. Concrete lined drainage channel encroaching onto Property (Kingsbury Street property line) as reflected on survey prepared by Armando A. Aranda, Registered professional Land Surveyor No. 1398, dated June 12, 1989, last updated August 24, 1993.

THE STATE OF TEXAS
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Guadalupe County, Texas, on



Lupe M. Arroyo
County Clerk, Guadalupe County, Texas

FILED FOR RECORD
93 SEP -1 PM 3:51

COUNTY CLERK, GUADALUPE COUNTY, TEXAS

Virginia M. Culloch





PROFESSIONAL QUALIFICATIONS



MARIO CARO, MAI, AI-GRS, SR/WA

SAN ANTONIO OFFICE

100 NE Loop 410 #1350
San Antonio, Texas 78216

direct 210.528.1491
mario@lowerypa.com

EXPERIENCE

Mario Caro has served as Senior Managing Director of LPA San Antonio since 2016. LPA is a commercial appraisal and consulting firm completing a wide range of projects throughout the southwest. Property types include, but are not limited to office, retail, industrial, multi-family, mixed-use, self-storage, hotel/motel, car washes, vacant land, daycare, subdivisions, and special use.

Mario began his appraisal career in 2001 with a regional appraisal company in Houston and specialized in right-of-way and eminent domain appraisal on public and private projects nationwide. In 2005, he returned to his hometown in San Antonio and joined a boutique appraisal firm providing right-of-way and commercial valuation. After 10 years, he transitioned to a global real estate firm where he developed their Texas right-of-way/litigation support practice and appraised commercial properties for lending purposes.

Mario has over 20 years of experience appraising for litigation and legal support matters in both federal and state courts. Numerous clients, including public agencies, attorneys, title companies, and lenders nationwide have relied on his expertise in an appraiser and review appraiser capacity. Mario has provided expert witness testimony and support on a variety of property types for public transportation, utility and recreational corridors, and drainage facilities.

PROFESSIONAL ASSOCIATIONS

- Appraisal Institute
 - Designated Member (MAI, AI-GRS)
 - 3rd Director, Region VIII
 - President 2022, South Texas Chapter
 - First and Second Vice President 2021 & 2020, South Texas Chapter
 - Treasurer 2019, South Texas
 - Secretary 2018, South Texas
 - National Nominating Committee Alternate 2023, Region VIII
 - Regional Rep 2020-2021, South Texas
 - Education Chair 2020, South Texas
 - Alternate Regional Rep 2014-2019, South Texas Chapter
 - Candidate Guidance Chair 2014-2019, South Texas Chapter
- International Right-of-Way Association
 - Designated Member (SR/WA, R/W-AC)
 - President 2022-2023, South Texas
 - Vice President 2021-2022, South Texas
 - Treasurer 2020-2021, South Texas
 - Secretary 2019-2020, South Texas
 - Activities Chair 2012-2013, South Texas

LICENSES

Texas General Appraiser
1334889-G
New Mexico General Appr.
REA-2023-0077

EDUCATION

BS – Texas A&M University – Agribusiness
Coursework for MAI designation
Coursework for SR/WA designation
Coursework for AI-GRS designation
Coursework for R/W-AC designation



Appraiser: **MARIO ANTONIO CARO**
License #: **TX 1334889 G**

**Certified General
Real Estate Appraiser**

License Expires: **05/31/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

CARL EISENHAUER, MAI

SAN ANTONIO OFFICE

100 NE Loop 410 #1350
San Antonio, Texas 78216

direct 210.874.2881
ofc 210.390.0492 x 406
ceisenhauer@lowerypa.com

EXPERIENCE

Carl Eisenhauer has served as Director of LPA San Antonio since 2022. LPA is a commercial appraisal and consulting firm completing a wide range of projects throughout the southwest. Property types include, but are not limited to office, retail, industrial, multi-family, mixed-use, self-storage, hotel / motel, carwash, vacant land, daycare, subdivisions, and special use.

Carl began his appraisal career in 2000 with a boutique appraisal company in San Antonio and specialized in right-of-way and eminent domain appraisal on public and private projects in the State of Texas. Prior to 2000, he was employed by one of the largest property tax consulting firms in San Antonio and represented clients both locally and statewide.

Carl has 23 years' experience appraising for litigation and legal support matters in both federal, state courts and county courts. Numerous clients served, including public agencies, attorneys, land acquisition firms, and property owners have relied on his expertise in an appraiser and review appraiser capacity. Carl has provided expert witness testimony and support on a variety of property types for public transportation, utility and recreational corridors, and drainage facilities.

PROFESSIONAL ASSOCIATIONS

- Appraisal Institute
 - MAI designation
 - President 2020, South Texas Chapter
 - First and Second Vice President 2019 & 2018 South Texas Chapter
 - Treasurer 2017, South Texas
 - Secretary 2016, South Texas
 - Treasurer North Texas 2017
 - Regional Rep 2018-2020, South Texas
 - Region VIII Nominating Committee, 2022
 - Education Chair 2018, South Texas
 - Board of Directors 2012-2015, South Texas
- International Right-of-Way Association Member - 7902930

LICENSES

Texas General Appr.
TX 1332801 G

EDUCATION

BS – Texas A&M University –
Industrial Distribution
Coursework for MAI designation



**Certified General
Real Estate Appraiser**

Appraiser: **CARL KENNETH EISENHAUER**
License #: **TX 1332801 G** License Expires: **09/30/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1109, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buckholtz
Commissioner

CITY OF SEGUIN

*ACKNOWLEDGEMENT OF RECEIPT
OF APPRAISAL REPORT*

County: Guadalupe

Parcel: CED—1 / 059172

I, _____, of Seguin Independent School District hereby
acknowledge receipt on _____, 2024 of a copy of an appraisal report
prepared by Lowery Property Advisors effective March 4, 2024, related to the above
parcel.

OWNER:

By: _____

Date: _____



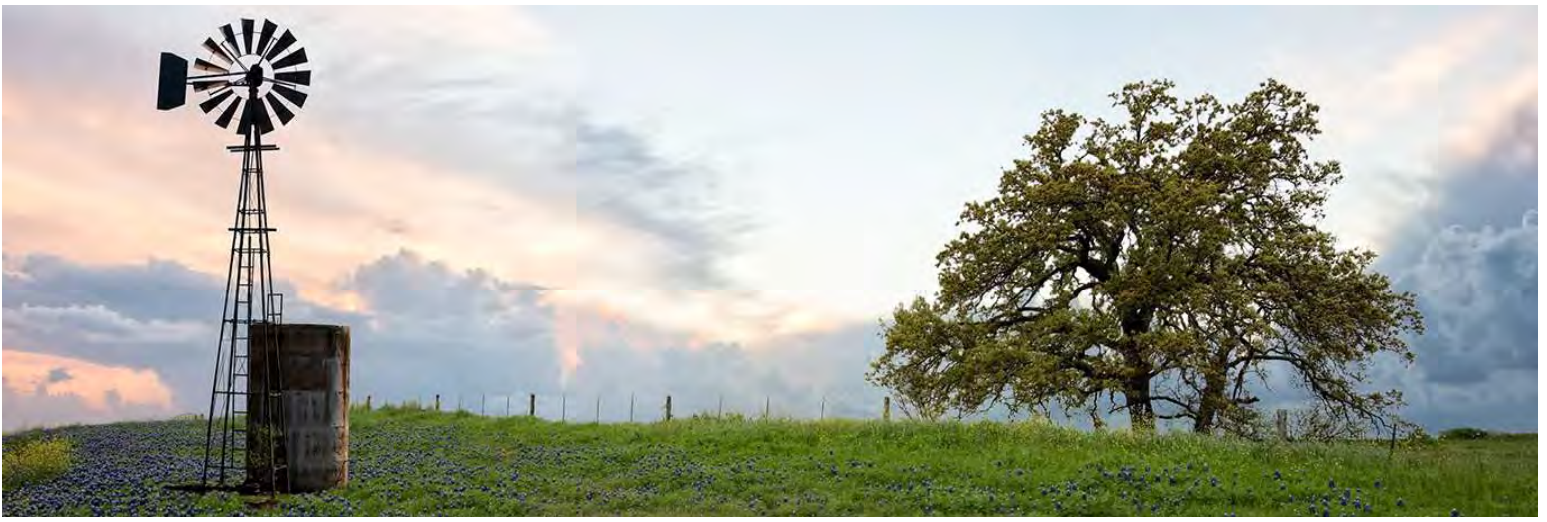
It's real.

NOTICE OF 10-YEAR APPRAISAL SEARCH

This Notice relates to Senate Bill 18, 82nd Legislature (SB 18). The City of Seguin conducted an appraisal search on the following property as required by SB 18:

Address: 1231 East Kingsbury Street, Seguin, Texas 78155

No appraisals were found.



THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

ACKNOWLEDGEMENT OF RECEIPT OF LANDOWNER’S BILL OF RIGHTS

County: Guadalupe

Project: SHWSC CEDAR STREET

Parcel: CED-01 / 059172

I, _____, of Seguin Independent School District, hereby acknowledge receipt on _____ of a copy of the State of Texas Landowner’s Bill of Rights dated January 2022.

Signature of Owner(s)

Date

Signature of Owner(s)

Date



WESTCOR
LAND TITLE INSURANCE COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

Issued by

WESTCOR LAND TITLE INSURANCE COMPANY

We (Westcor Land Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued By:

TX1108 * 075790EA
Five Star Title, LLC
304 N. Austin Street
Seguin, TX 78155

WESTCOR LAND TITLE INSURANCE COMPANY

Karen S. L.

Authorized Signatory



By: *Mary O'Connell*

President

Attest: *[Signature]*

Secretary

Valid only if Schedules A through D are attached

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

-EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

-EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

-CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-629-5842 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

TEXAS FORM T-7
COMMITMENT FOR
TITLE INSURANCE

ISSUED BY

WESTCOR
LAND TITLE
INSURANCE COMPANY

WESTCOR LAND TITLE
INSURANCE COMPANY
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (866) 629-5842

Five Star Title, LLC

June 23, 2023

File No. 075790EA

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for **limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Five Star Title, LLC

Karen Schaker

Five Star Title, LLC
304 North Austin Street
Seguin, Texas 78155
(830)303-5555 phone
kschaker@fivestartitle.net



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **January 31, 2024, 8:00 am**

GF No. **075790EA**

Commitment No. _____, issued **February 12, 2024, 8:00 am**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **City of Seguin**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Easement Estate**
3. Record title to the land on the Effective Date appears to be vested in:
Seguin Independent School District
4. Legal description of land:
SEE ATTACHED EXHIBIT "A"

Countersigned
Five Star Title, LLC

By: 
Authorized Signatory

EXHIBIT "A"**TRACT I:****TEMPORARY CONSTRUCTION EASEMENT 1:**

Being 0.662 acre (28,835 square feet) tract of land situated in the John Sowell Survey, Abstract No. 35, City of Seguin, Guadalupe County, Texas; being a portion of that certain 20.969 acre tract of land described to Seguin Independent School District, recorded in Volume 1057, Page 394, and being a portion of that certain 20.969 acre easement over, upon and under the property for sewer lines, water lines, electric transmission lines, telephone lines and gas lines described to City of Seguin recorded in Volume 380, Page 89, also being a portion of that certain 20.969 acre gas pipe lines, easement described to United Gas Corporation, recorded in Volume 380, Page 418, all three documents of the Official Public Records of Guadalupe County, Texas and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TRACT II:**TEMPORARY CONSTRUCTION EASEMENT 2:**

Being a 0.050 acre tract of land situated in the John Sowell Survey, Abstract No. 35, City of Seguin, Guadalupe County, Texas; being a portion of that certain 20.969 acre tract of land described to Seguin Independent School District, recorded in Volume 1057, Page 394, and being a portion of that certain 20.969 acre easement over, upon and under the property for sewer lines, water lines, electric transmission lines, telephone lines and gas pipe lines described to City of Seguin recorded in Volume 380, Page 89, also being a portion of that certain 20.969 acre gas pipe lines easement described to United Gas Corporation, recorded in Volume 380, Page 418, all three documents of the Official Public Records of Guadalupe County, Texas and being more particularly described on Exhibit "A1" attached hereto and made a part hereof.

TRACT III:**WATERLINE EASEMENT:**

Being a 0.769 acre (34,684 square feet) tract of land situated in the John Sowell Survey, Abstract No. 35, City of Seguin, Guadalupe County, Texas; being a portion of that certain 20.969 acre tract of land described to Seguin Independent School District, recorded in Volume 1057, Page 394, and being a portion of that certain 20.969 acre easement over, upon and under the property for sewer lines, water lines, electric transmission lines, telephone lines and gas lines, described to City of Seguin recorded in Volume 380, Page 89, also being a portion of that certain 20.969 acre gas pipe lines easement, described to United Gas Corporation recorded in Volume 380, Page 418, all three documents of the Official Public Records of Guadalupe County, Texas and being more particularly described on Exhibit "B" attached hereto and made a part hereof.

Any reference in the foregoing legal description is not a guarantee that the area or content is accurate. Any reference herein to area or quantity is for information and/or descriptive purposes only and does not override Item #2 of Schedule B hereof.

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1 - 0.662 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 88°10'19" EAST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY LINE OF SAID CEDAR ST. AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

1. NORTH 01°56'22" WEST, 39.82 FEET TO A CALCULATED POINT;
2. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.49 FEET, A CHORD NORTH 07°35'53" EAST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
3. NORTH 25°33'15" EAST, 131.30 FEET TO A CALCULATED POINT;
4. IN A NORTHEASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF NORTH 28°33'13" EAST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'58", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
5. NORTH 31°33'11" EAST, 112.85 FEET TO A CALCULATED POINT;
6. NORTH 76°33'11" EAST, 14.14 FEET TO A CALCULATED POINT;
7. NORTH 31°33'11" EAST, 14.00 FEET TO A CALCULATED POINT;
8. NORTH 44°31'39" EAST, 273.53 FEET TO A CALCULATED POINT;
9. NORTH 89°31'39" EAST, 35.33 FEET TO A CALCULATED POINT;
10. NORTH 44°26'02" EAST, 424.40 FEET TO A CALCULATED POINT;
11. NORTH 00°28'21" WEST, 30.75 FEET TO A CALCULATED POINT;
12. NORTH 44°30'01" EAST, 88.86 FEET TO A CALCULATED POINT;
13. SOUTH 45°29'59" EAST, 20.00 FEET TO A CALCULATED POINT;
14. SOUTH 44°30'01" WEST, 80.58 FEET TO A CALCULATED POINT;
15. SOUTH 00°28'21" EAST, 30.73 FEET TO A CALCULATED POINT;
16. SOUTH 44°26'02" WEST, 440.96 FEET TO A CALCULATED POINT;
17. SOUTH 89°31'39" WEST, 35.35 FEET TO A CALCULATED POINT;
18. SOUTH 44°31'39" WEST, 262.87 FEET TO A CALCULATED POINT;
19. SOUTH 31°33'11" WEST, 20.01 FEET TO A CALCULATED POINT;
20. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
21. SOUTH 31°33'11" WEST, 104.57 FEET TO A CALCULATED POINT;
22. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 28.26 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 28.27 FEET TO A CALCULATED POINT;
23. SOUTH 25°33'15" WEST, 129.77 FEET TO A CALCULATED POINT;
24. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.49 FEET, A CHORD SOUTH 07°32'37" WEST, 245.44 FEET, A CENTRAL ANGLE OF 18°19'47", AND AN ARC LENGTH OF 246.49 FEET TO A CALCULATED POINT;
25. SOUTH 01°56'22" EAST, 39.80 FEET TO A CALCULATED POINT ALONG THE NORTHERLY LINE OF AFORESAID CEDAR ST.;

EXHIBIT "A"

THENCE, SOUTH 88°10'19" WEST, 20.00 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.662 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 10:41 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\ISNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
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SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier
2-8-24

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	1 OF 4

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 2 - 0.050 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDE PUBLIC RIGHT-OF-WAY), AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 119.14 FEET TO A CALCULATED POINT;
 2. NORTH 45°29'59" WEST, 20.00 FEET TO A CALCULATED POINT;
- NORTH 44°30'01" EAST, 98.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.050 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 1:52 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

EXHIBIT "A1"

**LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES**

BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

JOHN G. MOSIER
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SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

Kimley»Horn		10101 Reunion Place, Suite 400 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com	
		SCALE N/A	DRAWN BY SAL	CHECKED BY JGM	DATE 2/8/2024	PROJECT NO. 064500205	SHEET NO. 2 OF 4

LEGAL DESCRIPTION:

WATER LINE EASEMENT - 0.796 ACRES

BEING A 0.796 ACRE (34,684 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES, DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES EASEMENT, DESCRIBED TO UNITED GAS CORPORATION RECORDED IN VOLUME 380, PAGE 418 ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (60' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1106.30 FEET, A CHORD NORTH 19°31'01" EAST, 584.70 FEET, A CENTRAL ANGLE OF 30°38'46", AND AN ARC LENGTH OF 591.73 FEET, ALONG THE EASTERLY LINE OF SAID E. KINGSBURY ST. AND THE WESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT, TO A CALCULATED POINT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID E. KINGSBURY ST., CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 76°33'11" EAST, 14.79 FEET TO A CALCULATED POINT;
2. NORTH 31°33'11" EAST, 7.99 FEET TO A CALCULATED POINT;
3. NORTH 44°31'39" EAST, 284.09 FEET TO A CALCULATED POINT;
4. NORTH 89°31'39" EAST, 35.31 FEET TO A CALCULATED POINT;
5. NORTH 44°26'02" EAST, 407.83 FEET TO A CALCULATED POINT;
6. NORTH 00°28'21" WEST, 30.76 FEET TO A CALCULATED POINT, ALONG THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDTH PUBLIC RIGHT-OF-WAY), AND THE NORTHWESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 44°30'01" EAST, 223.55 FEET TO A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID U.S. HIGHWAY 90, AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDTH PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET, ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 235.80 FEET TO A CALCULATED POINT;
2. SOUTH 00°28'21" EAST, 30.75 FEET TO A CALCULATED POINT;
3. SOUTH 44°26'02" WEST, 424.40 FEET TO A CALCULATED POINT;
4. SOUTH 89°31'39" WEST, 35.33 FEET TO A CALCULATED POINT;
5. SOUTH 44°31'39" WEST, 273.53 FEET TO A CALCULATED POINT;
6. SOUTH 31°33'11" WEST, 14.00 FEET TO A CALCULATED POINT;
7. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
8. SOUTH 31°33'11" WEST, 112.85 FEET TO A CALCULATED POINT;
9. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
10. SOUTH 25°33'15" WEST, 131.30 FEET TO A CALCULATED POINT;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.49 FEET, A CHORD SOUTH 07°35'53" WEST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
12. SOUTH 01°56'22" EAST, 39.82 FEET TO A CALCULATED POINT;

THENCE, SOUTH 88°10'19" WEST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.796 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/7/2024 AT 4:32 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\ISNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

EXHIBIT "B"



John G. Mosier
2-8-24

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
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PH. 210-541-9166
greg.mosier@kimley-horn.com

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	1 OF 3

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Those Recorded in/under Volume 258, Page 418 and Volume 296, Page 116 of the Deed Records of Guadalupe County, Texas. Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 c

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2023**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of

Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Easement for sewer lines, water lines, electric transmission lines, guy lines, telephone lines and gas lines granted to City of Sequin by Roy L. Martin in instrument dated August 30, 1965, and recorded in Volume 380, Page 89 of the Deed Records of Guadalupe County, Texas.**
 - b. **Easement for gas pipe lines and appurtenances granted to United Gas Corporation by Roy L. Martin in instrument dated September 16, 1965, and recorded in Volume 380, Page 418 of the Deed Records of Guadalupe County, Texas.**
 - c. **Agreement on the subject of easements, water taps and sewer taps by Star Properties Joint Venture to the City of Sequin, recorded in Volume 672, Page 571 of the Official Records of Guadalupe County, Texas.**
 - d. **Temporary Easement granted to DAG Management, Inc. as set forth in instrument recorded in Volume 1057, Page 399 of the Official Public Records of Guadalupe County, Texas.**
 - e. **Terms and conditions of Memorandum of Lease dated February 13, 2019, by and between Seguin Independent School District and New Cingular Wireless PCS, LLC by instrument recorded under Clerk's File No. 201999005894 of the Official Public Records of Guadalupe County, Texas. Said lease having been assigned to PI Tower Development LLC by instrument recorded under Clerk's File No. 202099032096 of the Official Public Records of Guadalupe County, Texas. Said lease having been amended by instrument recorded under Clerk's File No. 202099032097 of the Official Public Records of Guadalupe County, Texas.**
 - f. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants exceptions or reservations of mineral interests that are not listed.**
 - g. **Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.**
 - h. **Visible and apparent easements on or across property described in Schedule A.**
 - i. **Rights of parties in possession. (Owners Policy Only)**

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE C

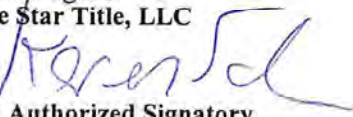
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We find no liens of record against the subject property. Inquiry should be made concerning the existence of any unrecorded lien or indebtedness which could give rise to any security interest claim on the subject property.**
6. **Require standard Affidavit of Debts and Liens be executed by the seller at or before closing. If any additional debts or liens are listed that may attach to the subject property other than the aforementioned deed of trust, contact the Examination Department immediately for further instruction prior to proceeding with closing.**
7. **Intentionally deleted.**
8. **House Bill 2061, effective March 29, 2007, requires that a specific notice set forth in that bill be on the top of the first page of every deed and deed of trust transferring an interest in property to or from an individual.**
9. **Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that ?Good Funds? be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. We reserve the right to determine on a case by case basis what forms of good funds are acceptable.**
10. **NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. APPLIES TO LOAN**

POLICY ONLY.

- 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FINCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form (ICF) prior to closing the transaction contemplated herein.
- 12. This transaction may be subject to a Geographic Targeting Order (GTO) issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
- 13. All Texas Title Agents must collect a Guaranty Fee of \$2.00 on each owner and lender title insurance policy issued, beginning with closings on May 1, 2019. The Guaranty Fee must be charged for all policies issued in conjunction with any transaction closed on or after May 1, 2019.
- 14. **NOTE: FOR INFORMATIONAL PURPOSES ONLY:** Our search of the real property records of Guadalupe County revealed the following deed(s) recorded affecting the Land described in Schedule A.1057/394

Countersigned
Five Star Title, LLC

By: 
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE T-7

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
85.00%	Five Star Title, LLC	Closing/Funding/Issuing
%	Westcor Land Title Insurance Company	Examining

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

WESTCOR LAND TITLE INSURANCE COMPANY

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1	2	3	4 187	5	6	7	8



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

HDR Engineering, Inc.	545983	tmorgan@hdrinc.com	512-431-2742
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Teri Morgan	479121	tmorgan@hdrinc.com	512-431-2742
Designated Broker of Firm	License No.	Email	Phone
Teri Morgan	479121	tmorgan@hdrinc.com	512-431-2742
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Erin Newberry	701007	erin.newberry@hdrinc.com	210-844-9961
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

203

Signature:

Email: 10369530_cityofseguin_rowservices@hdrinc.com

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
SEGUIN INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Board of Trustees of Seguin Independent School District (the “**Board**”) owns that certain real property located at 1231 East Kingsbury Street, Seguin, Texas 78155 together with all improvements thereon situated (the “**Property**”); and

WHEREAS, the City of Seguin (“**City**”) has begun condemnation of a portion of said property under eminent domain procedures pursuant to Chapter 21 of the Texas Property Code; and

WHEREAS, pursuant to said eminent domain procedures, the City has made that certain offer to purchase a Permanent Utility Easement for Waterline for .796 acre tract of land and two Temporary Construction Easements along a .712 acre tract of land situated on the Property (the “**Purchase Agreement**”); and

WHEREAS, the Board approves the grant of easements to the City and approves the Purchase Agreement with the City, attached hereto as **Exhibit A**; and

WHEREAS, the Board desires to delegate authority to Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, to execute said Purchase Agreement and all other documents and instruments necessary to effectuate and complete the grant of the easements on the Property following approval by legal counsel, and the Board; and

NOW, THEREFORE, the Board of Trustees of Seguin Independent School District, at a lawfully called meeting of the Board, held in compliance with the Texas Open Meetings Act, do hereby ratify and adopt the following Resolutions and actions taken:

BE IT HEREBY RESOLVED THAT:

- The Purchase Agreement attached hereto as **Exhibit A**, is approved and adopted; and
- Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, is hereby authorized and empowered, in the name and on behalf of Seguin Independent School District, to execute the Purchase Agreement, and all other documents and instruments necessary to effectuate and complete the grant of easements to City of Seguin on the property located at 1231 East Kingsbury Street, Seguin, Texas 78155, following approval by legal counsel, and the Board.

[Signature Page Follows]

SEGUIN INDEPENDENT SCHOOL DISTRICT

Trustees voting in favor of the Resolution:

Alejandro Guerra

Grace Mueller

Benito Amador

Carl Jenkins

Denise Crettenden

Joshua Bright

The undersigned, being the Secretary of the Board, hereby certifies that the foregoing represents a true copy of a Resolution of the Seguin ISD Board of Trustees, duly held on June 18, 2024, which Resolution is in full force and effect, and has not been revoked or amended.

Linda Duncan, Board Secretary

Dated: _____

EXHIBIT A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is between Seguin Independent School District (GRANTOR) ("Seller") and the City of Seguin, a Texas home rule municipal corporation ("Buyer" or "City").

I.

Sale and Purchase

1.01 **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase a Permanent Utility Easement, (the "Easement Agreement"), as follows:

a. A Permanent Utility Easement upon the allowed uses of land as to approximately 0.796 acres (34,684 square feet) in the form, and as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

b. A Temporary Construction Easement upon the allowed uses of land as to approximately 0.712 acres (31,012 square feet) in the form, and as more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes.

The land area encumbered by the Easement Agreement is referred to in this Agreement as (the "Easement Property").

II.

Consideration

2.01 **Purchase Price.** The purchase price for the Easement Property is **One Hundred Twelve Thousand Nine Hundred and 00/100 (\$112,900.00)** (the "Purchase Price"). The Purchase Price will be proportionately allocated among the Seller/owners of the Easement Property in accordance with their ownership interests.

2.02 **Eminent Domain.** Seller and the Buyer agree that the Easement Property is being sold and conveyed to the City under Buyer's imminent exercise of its power of condemnation as a means of acquiring the Easement Property.

III.

Closing

3.01 **Closing.** Seller will execute and deliver to Buyer the Easement Property in the form shown in the attached exhibits, and sign and deliver all documents required to close the sale and purchase of the Easement Property by Buyer. Buyer will deliver all documents required to close the sale and purchase of the Easement Property. Seller and the City will finalize the transaction by closing at Five Star Title Company at 304 N. Austin Street, Seguin, Texas 78155 on or before sixty (60) days after the effective date of this Agreement, which date is hereinafter referred to as the "Closing Date." This date may be extended upon agreement by the Sellers and the City.

3.02 **Closing Costs.** At the Closing, Buyer will pay all closing costs. Seller will pay Seller's legal expenses, if any.

3.03 **Lienholder Consent.** If necessary, Seller must obtain a duly executed and acknowledged Consent of Lienholder and Subordination of Lien as to the Easement Property on or before the Closing Date. Buyer will have no duty to pay the Purchase Price to Seller until receipt of the Consent of Lienholder and Subordination of Lien.

3.04 **Joinder by Tenant.** If determined by Buyer to be necessary, Seller must obtain a duly executed acknowledgement from the Tenant of the Property for the current transaction.

IV.
Miscellaneous

4.01 **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by Seller and Buyer.

4.02 **Binding.** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Buyer and Seller.

4.03 **Subject to Approval and Appropriation of Funds.** The validity of this Agreement is contingent upon its approval by the City's City Council if the amount of the Purchase Price exceeds \$50,000.00. This Agreement is also subject to the City's discretionary appropriation of funds for the financial obligations of the City herein when the Closing Date is beyond the current fiscal year.

4.04 **Effective Date.** This Agreement is effective on the last date that both Seller and Buyer have signed and executed this Agreement.

4.05 **Addresses.** The addresses of Buyer and Seller are:

Seller: Seguin Independent School District
1231 East Kingsbury Street
Seguin, Texas 78155

Buyer: City of Seguin
205 North Seguin Street
Seguin, Texas 78155
Fax: 512-974-7088
Attn: Real Estate Services Division/Connie Real

4.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas, and is performable in Guadalupe County, Texas. Venue for any dispute regarding this Agreement shall be in the state courts in Guadalupe County, Texas having jurisdiction, or, if in federal court, the United States District Court for the Western District of Texas, San Antonio Division.

EXECUTED by Seller and Buyer to be effective as of the Effective Date defined above.

SELLER:

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By: _____
Steve Parker, City Manager

Date: _____

DRAFT

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents and subordinates tenant's interest to the conveyance of said property to the City of Seguin as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2024.

Print Leaseholder's Name

By:

(Signature)

Print Name:

Title:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date

Seller

Date

LEGAL DESCRIPTION:

WATER LINE EASEMENT - 0.796 ACRES

BEING A 0.796 ACRE (34,884 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES, DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES EASEMENT, DESCRIBED TO UNITED GAS CORPORATION RECORDED IN VOLUME 380, PAGE 418 ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1106.30 FEET, A CHORD NORTH 19°31'01" EAST, 584.70 FEET, A CENTRAL ANGLE OF 30°38'48", AND AN ARC LENGTH OF 591.73 FEET, ALONG THE EASTERLY LINE OF SAID E. KINGSBURY ST. AND THE WESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT, TO A CALCULATED POINT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID E. KINGSBURY ST., CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 76°33'11" EAST, 14.78 FEET TO A CALCULATED POINT;
2. NORTH 31°33'11" EAST, 7.99 FEET TO A CALCULATED POINT;
3. NORTH 44°31'39" EAST, 284.08 FEET TO A CALCULATED POINT;
4. NORTH 89°31'39" EAST, 35.31 FEET TO A CALCULATED POINT;
5. NORTH 44°26'02" EAST, 407.83 FEET TO A CALCULATED POINT;
6. NORTH 00°28'21" WEST, 30.76 FEET TO A CALCULATED POINT, ALONG THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 80 (120' WIDTH PUBLIC RIGHT-OF-WAY), AND THE NORTHWESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 44°30'01" EAST, 223.55 FEET TO A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID U.S. HIGHWAY 90, AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDTH PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 285.80 FEET TO A CALCULATED POINT;
2. SOUTH 00°28'21" EAST, 30.75 FEET TO A CALCULATED POINT;
3. SOUTH 44°28'02" WEST, 424.40 FEET TO A CALCULATED POINT;
4. SOUTH 89°31'39" WEST, 35.33 FEET TO A CALCULATED POINT;
5. SOUTH 44°31'39" WEST, 273.53 FEET TO A CALCULATED POINT;
6. SOUTH 31°33'11" WEST, 14.00 FEET TO A CALCULATED POINT;
7. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
8. SOUTH 31°33'11" WEST, 112.85 FEET TO A CALCULATED POINT;
9. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
10. SOUTH 25°33'15" WEST, 131.30 FEET TO A CALCULATED POINT;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.49 FEET, A CHORD SOUTH 07°35'53" WEST, 253.40 FEET, A CENTRAL ANGLE OF 18°28'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
12. SOUTH 01°58'22" EAST, 39.82 FEET TO A CALCULATED POINT;

THENCE, SOUTH 88°10'19" WEST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.796 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/7/2024 AT 4:32 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



John G. Mosier
3-4-2024

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

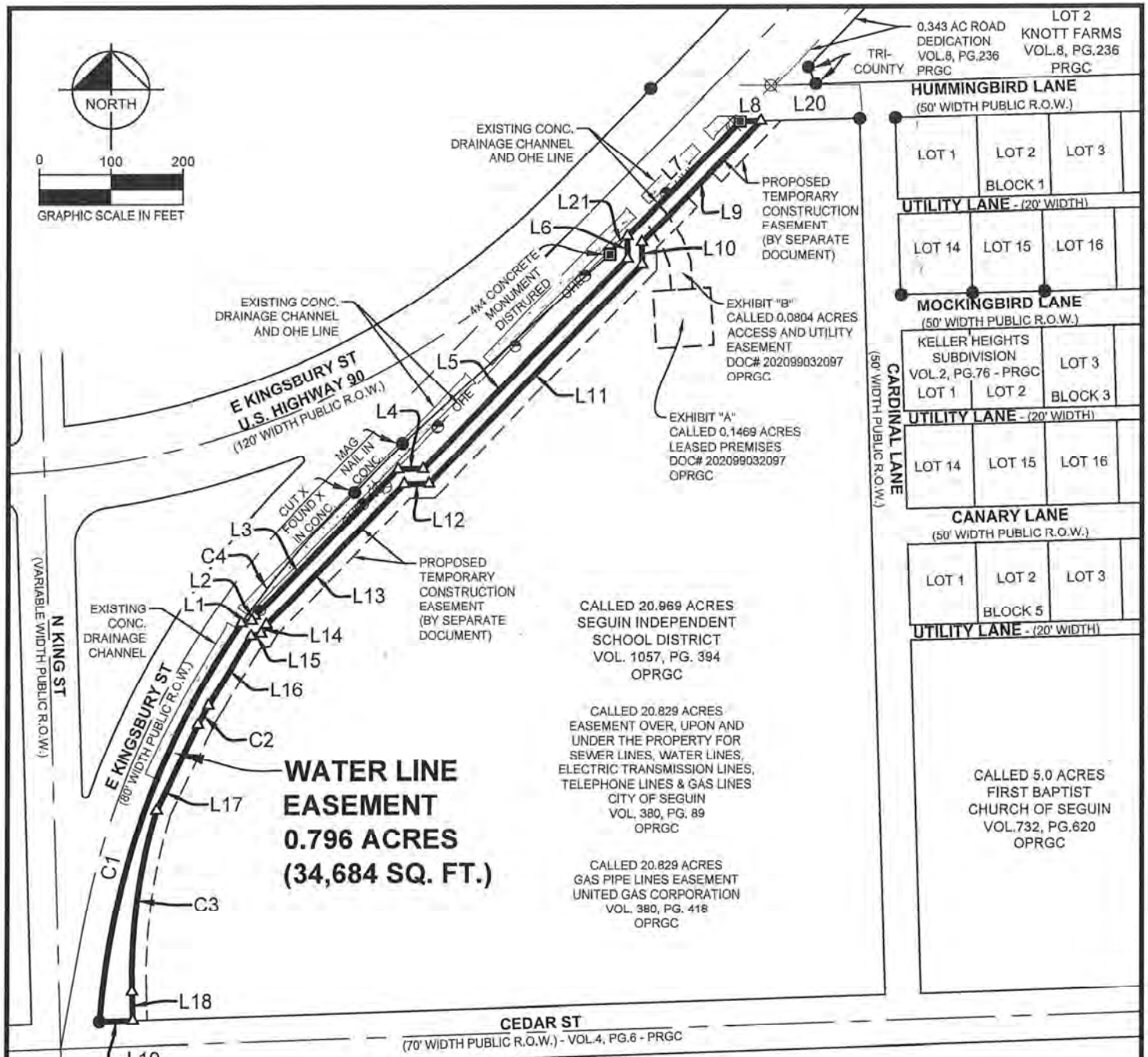
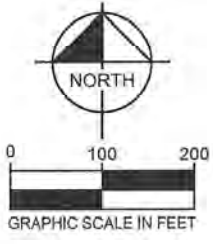
LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES

BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS



10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/29/2024	064500205	1 OF 3

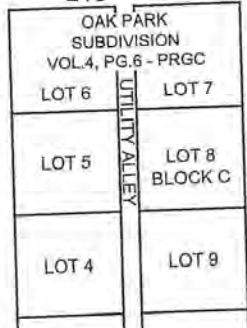
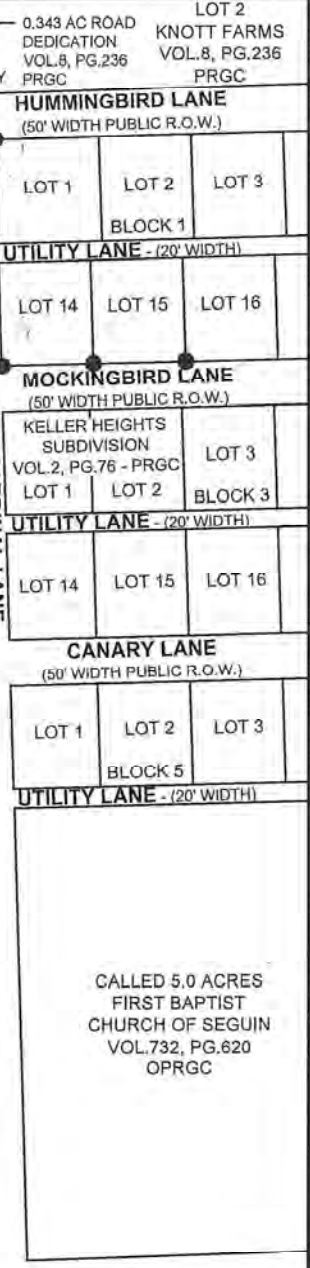


WATER LINE EASEMENT
0.796 ACRES
(34,684 SQ. FT.)

CALLED 20.969 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1057, PG. 394
 OPRGC

CALLED 20.829 ACRES
 EASEMENT OVER, UPON AND
 UNDER THE PROPERTY FOR
 SEWER LINES, WATER LINES,
 ELECTRIC TRANSMISSION LINES,
 TELEPHONE LINES & GAS LINES
 CITY OF SEGUIN
 VOL. 380, PG. 89
 OPRGC

CALLED 20.829 ACRES
 GAS PIPE LINES EASEMENT
 UNITED GAS CORPORATION
 VOL. 380, PG. 418
 OPRGC



LEGEND	
○	= 1/2" IRON ROD W/"KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
□	= TxDOT TYPE II BRASS DISC
■	= TxDOT TYPE III ALUMINUM DISC
○	= LIGHT POLE
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
- - -	EXISTING EASEMENT LINE

CALLED 32.95 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1551, PG. 866
 OPRGC

SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO TITLE RESEARCH WAS PROVIDED IN THE PREPARATION OF THIS EXHIBIT. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY.

GEODETTIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

Kimley»Horn

10101 Reunion Plaza, Suite 400
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Tel. No. (210) 541-9166
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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	SAL	JGM	2/29/2024	064500205	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°33'11"E	14.79'
L2	N31°33'11"E	7.99'
L3	N44°31'39"E	284.09'
L4	N89°31'39"E	35.31'
L5	N44°26'02"E	407.83'
L6	N00°28'21"W	30.76'
L7	N44°30'01"E	223.55'
L8	N88°44'40"E	28.66'
L9	S44°30'01"W	235.80'
L10	S00°28'21"E	30.75'
L11	S44°26'02"W	424.40'
L12	S89°31'39"W	35.33'
L13	S44°31'39"W	273.53'
L14	S31°33'11"W	14.00'
L15	S76°33'11"W	14.14'
L16	S31°33'11"W	112.85'
L17	S25°33'15"W	131.30'
L18	S01°56'22"E	39.82'
L19	S88°10'19"W	46.34'
L20	N88°44'40"E	138.42'
L21	N44°30'01"E	34.10'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°38'46"	1106.30'	591.73'	N19°31'01"E	584.70'
C2	5°59'56"	290.00'	30.36'	S28°33'13"W	30.35'
C3	18°26'48"	790.49'	254.50'	S07°35'53"W	253.40'
C4	12°26'31"	1106.30'	240.23'	S41°03'39"W	239.76'

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	3 OF 3

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1 - 0.662 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 88°10'19" EAST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY LINE OF SAID CEDAR ST. AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

1. NORTH 01°56'22" WEST, 39.82 FEET TO A CALCULATED POINT;
2. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.49 FEET, A CHORD NORTH 07°35'53" EAST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
3. NORTH 25°33'15" EAST, 131.30 FEET TO A CALCULATED POINT;
4. IN A NORTHEASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF NORTH 28°33'13" EAST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
5. NORTH 31°33'11" EAST, 112.85 FEET TO A CALCULATED POINT;
6. NORTH 76°33'11" EAST, 14.14 FEET TO A CALCULATED POINT;
7. NORTH 31°33'11" EAST, 14.00 FEET TO A CALCULATED POINT;
8. NORTH 44°31'39" EAST, 273.53 FEET TO A CALCULATED POINT;
9. NORTH 89°31'39" EAST, 35.33 FEET TO A CALCULATED POINT;
10. NORTH 44°26'02" EAST, 424.40 FEET TO A CALCULATED POINT;
11. NORTH 00°28'21" WEST, 30.75 FEET TO A CALCULATED POINT;
12. NORTH 44°30'01" EAST, 88.86 FEET TO A CALCULATED POINT;
13. SOUTH 45°29'59" EAST, 20.00 FEET TO A CALCULATED POINT;
14. SOUTH 44°30'01" WEST, 80.58 FEET TO A CALCULATED POINT;
15. SOUTH 00°28'21" EAST, 30.73 FEET TO A CALCULATED POINT;
16. SOUTH 44°26'02" WEST, 440.96 FEET TO A CALCULATED POINT;
17. SOUTH 89°31'39" WEST, 35.35 FEET TO A CALCULATED POINT;
18. SOUTH 44°31'39" WEST, 262.97 FEET TO A CALCULATED POINT;
19. SOUTH 31°33'11" WEST, 20.01 FEET TO A CALCULATED POINT;
20. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
21. SOUTH 31°33'11" WEST, 104.57 FEET TO A CALCULATED POINT;
22. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 28.26 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 28.27 FEET TO A CALCULATED POINT;
23. SOUTH 25°33'15" WEST, 129.77 FEET TO A CALCULATED POINT;
24. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.49 FEET, A CHORD SOUTH 07°32'37" WEST, 245.44 FEET, A CENTRAL ANGLE OF 18°19'47", AND AN ARC LENGTH OF 246.49 FEET TO A CALCULATED POINT;
25. SOUTH 01°56'22" EAST, 39.80 FEET TO A CALCULATED POINT ALONG THE NORTHERLY LINE OF AFORESAID CEDAR ST.;

THENCE, SOUTH 88°10'19" WEST, 20.00 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.662 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 10:41 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMT\IV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier
3-14-2024

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com 215

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	1 OF 4

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 2 - 0.050 ACRES

BEING A 0.050 ACRE (2,177 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDE PUBLIC RIGHT-OF-WAY), AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. SOUTH 44°30'01" WEST, 119.14 FEET TO A CALCULATED POINT;
- 2. NORTH 45°29'59" WEST, 20.00 FEET TO A CALCULATED POINT;

NORTH 44°30'01" EAST, 98.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.050 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 1:52 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

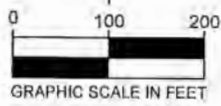
**LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES**

BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

Kimley»Horn		10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com		
		SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.
N/A	SAL	JGM	3/14/2024	064500205	216	2 OF 4



**TEMPORARY
CONSTRUCTION
EASEMENT 2
0.050 ACRES
(2,177 SQ. FT.)**

PROPOSED
WATER LINE
EASEMENT
(BY SEPARATE
DOCUMENT)

4x4 CONCRETE
MONUMENT
DISTURBED

EXHIBIT "B"
CALLED 0.0804 ACRES
ACCESS AND UTILITY
EASEMENT
DOC# 202099032097
OPRGC

EXHIBIT "A"
CALLED 0.1469 ACRES
LEASED PREMISES
DOC# 202099032097
OPRGC

CALLED 20.969 ACRES
SEGUIN INDEPENDENT SCHOOL
DISTRICT
VOL. 1057, PG. 394
OPRGC

CALLED 20.829 ACRES
EASEMENT OVER, UPON AND
UNDER THE PROPERTY FOR
SEWER LINES, WATER LINES,
ELECTRIC TRANSMISSION LINES,
TELEPHONE LINES & GAS LINES
CITY OF SEGUIN
VOL. 380, PG. 89
OPRGC

CALLED 20.829 ACRES
GAS PIPE LINES EASEMENT
UNITED GAS CORPORATION
VOL. 380, PG. 418
OPRGC

CALLED 5.0 ACRES
FIRST BAPTIST
CHURCH OF SEGUIN
VOL. 732, PG. 620
OPRGC

**TEMPORARY
CONSTRUCTION
EASEMENT 1
0.662 ACRES
(28,835 SQ. FT.)**

**E KINGSBURY ST
U.S. HIGHWAY 90**
(120' WIDTH PUBLIC R.O.W.)

E KINGSBURY ST
(80' WIDTH PUBLIC R.O.W.)

N KING ST
(VARIABLE WIDTH PUBLIC R.O.W.)

CEDAR ST
(70' WIDTH PUBLIC R.O.W.) - VOL. 4, PG. 6 - PRGC

CARDINAL LANE
(50' WIDTH PUBLIC R.O.W.)

0.343 AC ROAD
DEDICATION
VOL. 8, PG. 236
PRGC

LOT 2
KNOTT FARMS
VOL. 8, PG. 236
PRGC

HUMMINGBIRD LANE
(50' WIDTH PUBLIC R.O.W.)

LOT 1 LOT 2 LOT 3
BLOCK 1

UTILITY LANE - (20' WIDTH)

LOT 14 LOT 15 LOT 16

MOCKINGBIRD LANE
(50' WIDTH PUBLIC R.O.W.)

KELLER HEIGHTS
SUBDIVISION
VOL. 2, PG. 76 - PRGC

LOT 1 LOT 2 BLOCK 3

UTILITY LANE - (20' WIDTH)

LOT 14 LOT 15 LOT 16

CANARY LANE
(50' WIDTH PUBLIC R.O.W.)

LOT 1 LOT 2 LOT 3
BLOCK 5

UTILITY LANE - (20' WIDTH)

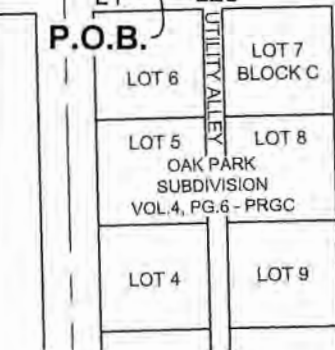
LEGEND

○	= 1/2" IRON ROD W/"KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
■	= TxDOT TYPE II BRASS DISC
□	= TxDOT TYPE III ALUMINUM DISC
DRGC	= DEED RECORDS GUADALUPE COUNTY
OPRGC	= OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY
PRGC	= PLAT RECORDS GUADALUPE COUNTY
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
---	EXISTING EASEMENT LINE

CALLED 32.95 ACRES
SEGUIN INDEPENDENT
SCHOOL DISTRICT
VOL. 1551, PG. 886 - OPRGC

SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

LEGAL DESCRIPTION
**TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES**
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS



SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO IMPROVEMENTS ARE SHOWN. THE EASEMENTS SHOWN IN THIS EXHIBIT ARE BASED ON TITLE RESEARCH PROVIDED BY FIVE STAR TITLE, LLC ON 2-5-2024. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	SAL	JGM	3/18/2024	064500205	3 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°10'19"E	46.34'
L2	N01°56'22"W	39.82'
L3	N25°33'15"E	131.30'
L4	N31°33'11"E	112.85'
L5	N76°33'11"E	14.14'
L6	N31°33'11"E	14.00'
L7	N44°31'39"E	273.53'
L8	N89°31'39"E	35.33'
L9	N44°26'02"E	424.40'
L10	N00°28'21"W	30.75'
L11	N44°30'01"E	88.86'
L12	S45°29'59"E	20.00'
L13	S44°30'01"W	80.58'
L14	S00°28'21"E	30.73'
L15	S44°26'02"W	440.96'
L16	S89°31'39"W	35.35'
L17	S44°31'39"W	262.97'
L18	S31°33'11"W	20.01'
L19	S76°33'11"W	14.14'
L20	S31°33'11"W	104.57'
L21	S25°33'15"W	129.77'
L22	S01°56'22"E	39.80'
L23	S88°10'19"W	20.00'
L24	N88°44'40"E	28.66'
L25	N88°44'40"E	28.66'
L26	S44°30'01"W	119.14'
L27	N45°29'59"W	20.00'
L28	N44°30'01"E	98.60'
L29	N88°44'40"E	109.75'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°26'48"	790.49'	254.50'	N07°35'53"E	253.40'
C2	5°59'56"	290.00'	30.36'	N28°33'13"E	30.35'
C3	5°59'56"	270.00'	28.27'	S28°33'13"W	28.26'
C4	18°19'47"	770.49'	246.49'	S07°32'37"W	245.44'

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	4 OF 4

SEE PAGE 1 OF 4 FOR
 SURVEY SEAL AND SIGNATURE

Exhibit "A"

Permanent Utility Easement

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.

**PERMANENT UTILITY EASEMENT
(Corporate)**

STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

DATE: _____, 2024

GRANTOR: Seguin Independent School District

GRANTOR'S MAILING ADDRESS: 1231 East Kingsbury Street
Seguin, Texas 78155

GRANTEE: CITY OF SEGUIN, TEXAS

GRANTEE'S MAILING ADDRESS: 205 North River Street
Seguin, Texas 78155

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: Being a variable width permanent utility easement containing 0.796 of an acre (34,684) square feet of land in Guadalupe County, Texas, said location being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes.

EASEMENT PURPOSE: GRANTOR grants, sells and conveys to GRANTEE, its successors and assigns, a perpetual 20 foot wide easement appurtenant and right of way in, upon, over, under and across the Easement Property for the installation, construction, operation, maintenance, repair, upgrade and removal of multiple water, wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenances thereto, including but not limited to lift stations and fencing, together with the right of ingress and egress in, through, upon, over, under and across said right of way for the purpose of constructing, reconstructing, inspecting, maintaining, and removing said line(s) and related improvements within the Easement Property.

GRANTOR expressly covenants and agrees that GRANTOR will not make changes to the grade of the Easement Property or further burden the Easement Property with additional

or rights-of-way without prior written approval of GRANTEE, and that no building, structures, or trees of any kind will be placed on said Easement Property and the right of way herein granted.

Together with the right of ingress and egress over said Easement Area and over GRANTOR'S adjoining lands for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, adding and removing said lines, facilities and appurtenances; the right to relocate said lines, facilities and appurtenances within said Easement Area.

GRANTOR grants to GRANTEE the right to remove from said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which may interfere with exercise of the rights granted hereunder.

Upon completion of construction of the line(s) GRANTEE agrees to restore the surface of the Easement Property to as near its condition as existed immediately prior to any such construction as is reasonably practicable. GRANTEE may place line markers and appurtenances related to the line, including but not limited to manhole covers and valves.

GRANTOR reserves the right to fully use and enjoy the Easement Property for so long as such uses and enjoyment do not interfere with and are not inconsistent with the easement and rights granted to GRANTEE, including building of driveways or roads as long as such are constructed so that they cross the road at a right angle.

This agreement and the rights and privileges granted hereby, may be assigned or conveyed by GRANTEE, its successors and permitted assigns, in whole or in part, or in undivided interests, vesting in such assignee any and all rights, interests, and estates so assigned and leaving in GRANTEE, its successors or permitted assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately. In the event of an assignment of all or a portion of the rights granted under this Agreement by GRANTEE, all terms and provisions of this Agreement shall be binding on any assignee.

TO HAVE AND TO HOLD the above-described easement and rights unto GRANTEE, its successors and assigns, until the use of said easement by GRANTEE, its successors and assigns shall be permanently abandoned. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the above described easements and rights unto said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

This easement is effective upon the signing of this document by both Grantor and Grantee.

[Signatures on following page]

WITNESS our hand this _____ day of _____, 2024.

GRANTOR:

Seguin Independent School District

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, the _____ for Seguin Independent School District.

Notary Public In and For
The State of Texas

My Commission expires: _____

EXHIBIT "A"

DRAFT

LEGAL DESCRIPTION:

WATER LINE EASEMENT - 0.796 ACRES

BEING A 0.796 ACRE (34,884 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES, DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES EASEMENT, DESCRIBED TO UNITED GAS CORPORATION RECORDED IN VOLUME 380, PAGE 418 ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDE PUBLIC RIGHT-OF-WAY);

THENCE, IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1106.30 FEET, A CHORD NORTH 19°31'01" EAST, 584.70 FEET, A CENTRAL ANGLE OF 30°38'48", AND AN ARC LENGTH OF 591.73 FEET, ALONG THE EASTERLY LINE OF SAID E. KINGSBURY ST. AND THE WESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT, TO A CALCULATED POINT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID E. KINGSBURY ST., CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 76°33'11" EAST, 14.78 FEET TO A CALCULATED POINT;
2. NORTH 31°33'11" EAST, 7.99 FEET TO A CALCULATED POINT;
3. NORTH 44°31'39" EAST, 284.08 FEET TO A CALCULATED POINT;
4. NORTH 89°31'39" EAST, 35.31 FEET TO A CALCULATED POINT;
5. NORTH 44°26'02" EAST, 407.83 FEET TO A CALCULATED POINT;
6. NORTH 00°28'21" WEST, 30.76 FEET TO A CALCULATED POINT, ALONG THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDTH PUBLIC RIGHT-OF-WAY), AND THE NORTHWESTERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 44°30'01" EAST, 223.55 FEET TO A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID U.S. HIGHWAY 90, AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDTH PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, CROSSING OVER SAID 20.969 ACRE TRACT THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 44°30'01" WEST, 285.80 FEET TO A CALCULATED POINT;
2. SOUTH 00°28'21" EAST, 30.75 FEET TO A CALCULATED POINT;
3. SOUTH 44°28'02" WEST, 424.40 FEET TO A CALCULATED POINT;
4. SOUTH 89°31'39" WEST, 35.33 FEET TO A CALCULATED POINT;
5. SOUTH 44°31'39" WEST, 273.53 FEET TO A CALCULATED POINT;
6. SOUTH 31°33'11" WEST, 14.00 FEET TO A CALCULATED POINT;
7. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
8. SOUTH 31°33'11" WEST, 112.85 FEET TO A CALCULATED POINT;
9. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
10. SOUTH 25°33'15" WEST, 131.30 FEET TO A CALCULATED POINT;
11. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.49 FEET, A CHORD SOUTH 07°35'53" WEST, 253.40 FEET, A CENTRAL ANGLE OF 18°28'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
12. SOUTH 01°58'22" EAST, 39.82 FEET TO A CALCULATED POINT;

THENCE, SOUTH 88°10'19" WEST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.796 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/7/2024 AT 4:32 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-WATERLINE.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



John G. Mosier
3-4-2024

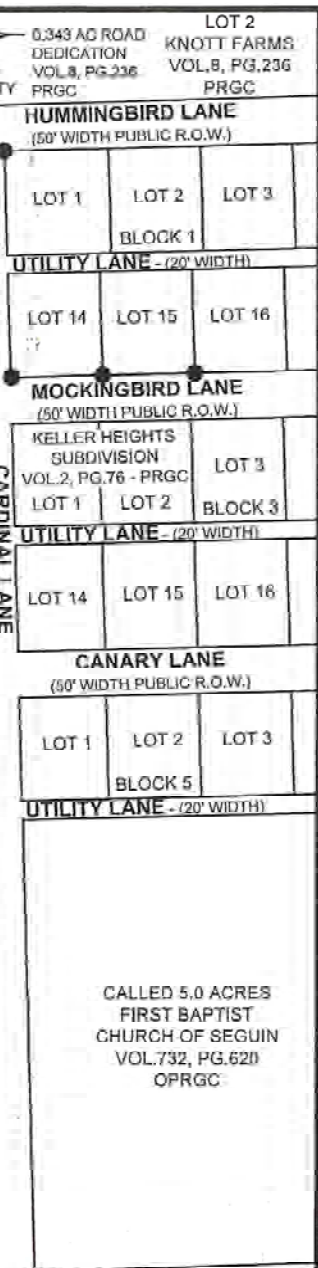
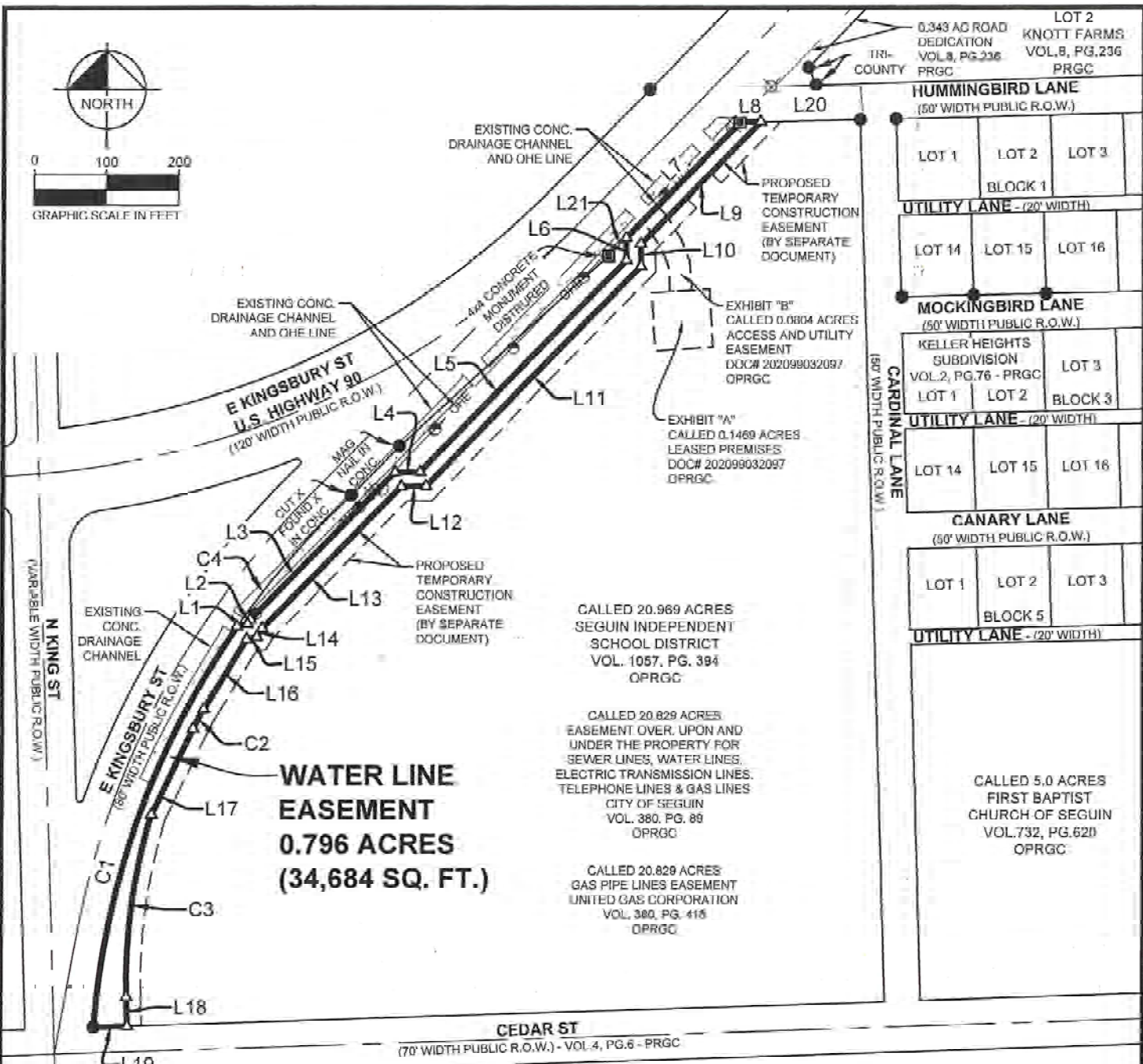
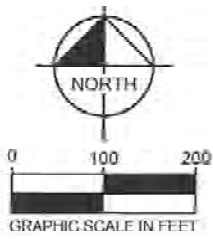
JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/29/2024	064500205	1 OF 3

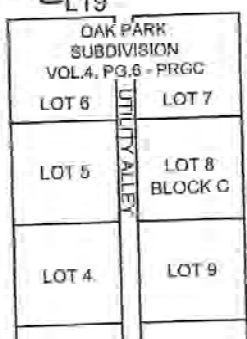


WATER LINE EASEMENT
0.796 ACRES
(34,684 SQ. FT.)

CALLLED 20.969 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1057, PG. 394
 OPRGC

CALLLED 20.829 ACRES
 EASEMENT OVER, UPON AND
 UNDER THE PROPERTY FOR
 SEWER LINES, WATER LINES,
 ELECTRIC TRANSMISSION LINES,
 TELEPHONE LINES & GAS LINES
 CITY OF SEGUIN
 VOL. 380, PG. 89
 OPRGC

CALLLED 20.829 ACRES
 GAS PIPE LINES EASEMENT
 UNITED GAS CORPORATION
 VOL. 380, PG. 415
 OPRGC



LEGEND	
○	= 1/2" IRON ROD W/ "KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
■	= TxDOT TYPE II BRASS DISC
◻	= TxDOT TYPE III ALUMINUM DISC
○	= LIGHT POLE
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
---	EXISTING EASEMENT LINE

CALLLED 32.95 ACRES
 SEGUIN INDEPENDENT
 SCHOOL DISTRICT
 VOL. 1551, PG. 866
 OPRGC

SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL. NO TITLE RESEARCH WAS PROVIDED IN THE PREPARATION OF THIS EXHIBIT. NO IMPROVEMENTS ARE SHOWN. ALL EXISTING EASEMENTS MAY NOT BE SHOWN. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

Kimley»Horn

10101 Reunion Place, Suite 400
 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
 www.kimley-horn.com

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
T' = 80'	SAL	JSM	2/28/2024	064500205	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°33'11"E	14.79'
L2	N31°33'11"E	7.99'
L3	N44°31'39"E	284.09'
L4	N89°31'39"E	35.31'
L5	N44°26'02"E	407.83'
L6	N00°28'21"W	30.76'
L7	N44°30'01"E	223.55'
L8	N88°44'40"E	28.66'
L9	S44°30'01"W	235.80'
L10	S00°28'21"E	30.75'
L11	S44°26'02"W	424.40'
L12	S89°31'39"W	35.33'
L13	S44°31'39"W	273.53'
L14	S31°33'11"W	14.00'
L15	S76°33'11"W	14.14'
L16	S31°33'11"W	112.85'
L17	S25°33'15"W	131.30'
L18	S01°56'22"E	39.82'
L19	S88°10'19"W	46.34'
L20	N88°44'40"E	138.42'
L21	N44°30'01"E	34.10'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°38'46"	1106.30'	591.73'	N19°31'01"E	584.70'
C2	5°59'56"	290.00'	30.36'	S28°33'13"W	30.35'
C3	18°26'48"	790.49'	254.50'	S07°35'53"W	253.40'
C4	12°26'31"	1106.30'	240.23'	S41°03'39"W	239.76'

LEGAL DESCRIPTION
WATER LINE EASEMENT
0.796 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400
 San Antonio, Texas 78216 FIRM # 10193973

Tel. No. (210) 541-9166
 www.kimley-horn.com 226

SEE PAGE 1 OF 3 FOR
 SURVEY SEAL AND SIGNATURE

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	2/8/2024	064500205	3 OF 3

Exhibit "B"

Temporary Construction Easement

reconstructing, inspecting, maintaining, and removing said line(s) and related improvements within the Easement Property, such easement being in, upon, over, under and across the Temporary Easement Property.

TO HAVE AND TO HOLD the Temporary Construction Easement and rights unto the said GRANTEE, its successors and assigns, beginning upon construction of this Easement and terminating upon the earlier of (i) the GRANTEE's return and surrender of the Temporary Construction Easement to GRANTOR or; (ii) **July 31, 2026**, at which time this Temporary Construction Easement shall expire.

GRANTEE expressly agrees that it will remove from the Temporary Easement Property all surplus materials upon the completion of work related to this Temporary Easement and will cause the land to be left as nearly as is practicable in the condition as it existed prior to the use thereof by GRANTEE.

GRANTEE shall have the right to remove from said Temporary Easement Property all trees and other vegetation in whole or in parts thereof which may interfere with exercise of the rights granted hereunder; GRANTEE shall not damage, destroy or remove any trees within the Temporary Easement Property with a trunk diameter greater than four inches (4") without the approval of GRANTOR.

GRANTEE, without waiving its governmental immunity, agrees to maintain adequate intergovernmental risk management fund coverage and shall require its contractor(s) to maintain adequate insurance coverage during the term of this Temporary Construction Easement and to be responsible for any damage or injury resulting from GRANTEE's or its contractor's activities on the Temporary Easement Property. GRANTOR shall be a named additional insured under the policies, furnished with certificates of insurance and will be given not less than 15 days prior written notice of any termination of coverage.

GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above-described temporary easement and rights unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by through or under GRANTOR.

[Signature on following page]

Executed effective this _____ day of _____, 2024.

GRANTOR:

Seguin Independent School District

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF _____

§
§
§

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, the _____ for Seguin Independent School District.

Notary Public In and For
The State of Texas

My Commission expires: _____

Exhibit A

Temporary Easement Property

DRAFT

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1 - 0.662 ACRES

BEING A 0.662 ACRE (28,835 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2-INCH IRON ROD FOUND MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CEDAR ST. (70' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON OAK PARK SUBDIVISION - PLAT, RECORDED IN VOLUME 2, PAGE 6 OF THE PLAT RECORDS OF GUADALUPE COUNTY, AND THE EASTERLY LINE OF N. KING ST. (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), ALSO BEING THE CONNECTION ROAD OF THE EASTERLY LINE OF E. KINGSBURY ST. (80' WIDDE PUBLIC RIGHT-OF-WAY);

THENCE, NORTH 88°10'19" EAST, 46.34 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, MARKING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHERLY LINE OF SAID CEDAR ST. AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING TWENTY-FIVE (25) COURSES AND DISTANCES:

1. NORTH 01°56'22" WEST, 39.82 FEET TO A CALCULATED POINT;
2. IN A NORTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 790.49 FEET, A CHORD NORTH 07°35'53" EAST, 253.40 FEET, A CENTRAL ANGLE OF 18°26'48", AND AN ARC LENGTH OF 254.50 FEET TO A CALCULATED POINT;
3. NORTH 25°33'15" EAST, 131.30 FEET TO A CALCULATED POINT;
4. IN A NORTHEASTERLY DIRECTION ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 290.00 FEET, A CHORD OF NORTH 28°33'13" EAST, 30.35 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 30.36 FEET TO A CALCULATED POINT;
5. NORTH 31°33'11" EAST, 112.85 FEET TO A CALCULATED POINT;
6. NORTH 76°33'11" EAST, 14.14 FEET TO A CALCULATED POINT;
7. NORTH 31°33'11" EAST, 14.00 FEET TO A CALCULATED POINT;
8. NORTH 44°31'39" EAST, 273.53 FEET TO A CALCULATED POINT;
9. NORTH 89°31'39" EAST, 35.33 FEET TO A CALCULATED POINT;
10. NORTH 44°26'02" EAST, 424.40 FEET TO A CALCULATED POINT;
11. NORTH 00°28'21" WEST, 30.75 FEET TO A CALCULATED POINT;
12. NORTH 44°30'01" EAST, 88.86 FEET TO A CALCULATED POINT;
13. SOUTH 45°29'59" EAST, 20.00 FEET TO A CALCULATED POINT;
14. SOUTH 44°30'01" WEST, 80.58 FEET TO A CALCULATED POINT;
15. SOUTH 00°28'21" EAST, 30.73 FEET TO A CALCULATED POINT;
16. SOUTH 44°26'02" WEST, 440.96 FEET TO A CALCULATED POINT;
17. SOUTH 89°31'39" WEST, 35.35 FEET TO A CALCULATED POINT;
18. SOUTH 44°31'39" WEST, 262.97 FEET TO A CALCULATED POINT;
19. SOUTH 31°33'11" WEST, 20.01 FEET TO A CALCULATED POINT;
20. SOUTH 76°33'11" WEST, 14.14 FEET TO A CALCULATED POINT;
21. SOUTH 31°33'11" WEST, 104.57 FEET TO A CALCULATED POINT;
22. IN A SOUTHWESTERLY DIRECTION ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CHORD OF SOUTH 28°33'13" WEST, 28.26 FEET, A CENTRAL ANGLE OF 05°59'56", AND AN ARC LENGTH OF 28.27 FEET TO A CALCULATED POINT;
23. SOUTH 25°33'15" WEST, 129.77 FEET TO A CALCULATED POINT;
24. IN A SOUTHERLY DIRECTION ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.49 FEET, A CHORD SOUTH 07°32'37" WEST, 245.44 FEET, A CENTRAL ANGLE OF 18°19'47", AND AN ARC LENGTH OF 246.49 FEET TO A CALCULATED POINT;
25. SOUTH 01°56'22" EAST, 39.80 FEET TO A CALCULATED POINT ALONG THE NORTHERLY LINE OF AFORESAID CEDAR ST.;

THENCE, SOUTH 88°10'19" WEST, 20.00 FEET ALONG THE NORTHERLY LINE OF SAID CEDAR ST., AND THE SOUTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING, AND CONTAINING 0.662 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 10:41 AM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMT\IV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.



JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

John G. Mosier
3-14-2024

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

Kimley»Horn

10101 Reunion Place, Suite 400 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com **232**

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	1 OF 4

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 2 - 0.050 ACRES

BEING A 0.050 ACRE (2,177 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN SOWELL SURVEY, ABSTRACT NO. 35, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN 20.969 ACRE TRACT OF LAND DESCRIBED TO SEGUIN INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 1057, PAGE 394, AND BEING A PORTION OF THAT CERTAIN 20.969 ACRE EASEMENT OVER, UPON AND UNDER THE PROPERTY FOR SEWER LINES, WATER LINES, ELECTRIC TRANSMISSION LINES, TELEPHONE LINES AND GAS LINES DESCRIBED TO CITY OF SEGUIN RECORDED IN VOLUME 380, PAGE 89, ALSO BEING A PORTION OF THAT CERTAIN 20.969 ACRE GAS PIPE LINES, EASEMENT DESCRIBED TO UNITED GAS CORPORATION, RECORDED IN VOLUME 380, PAGE 418, ALL THREE DOCUMENTS OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A TxDOT TYPE II BRASS DISK FOUND MARKING THE INTERSECTION OF THE SOUTHEASTERLY LINE OF U.S. HIGHWAY 90 (120' WIDE PUBLIC RIGHT-OF-WAY), AND THE SOUTHERLY LINE OF HUMMINGBIRD LANE (50' WIDE PUBLIC RIGHT-OF-WAY) SHOWN ON KELLER HEIGHTS SECTION TWO REVISED - PLAT, RECORDED IN VOLUME 2, PAGE 143 OF THE PLAT RECORDS OF GUADALUPE COUNTY, MARKING THE NORTHWEST CORNER OF SAID 20.969 ACRE TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO THE POINT OF BEGINNING MARKING THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 88°44'40" EAST, 28.66 FEET CONTINUING ALONG THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE, AND THE NORTHERLY BOUNDARY LINE OF SAID 20.969 ACRE TRACT TO A CALCULATED POINT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID HUMMINGBIRD LANE AND CROSSING SAID 20.969 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. SOUTH 44°30'01" WEST, 119.14 FEET TO A CALCULATED POINT;
- 2. NORTH 45°29'59" WEST, 20.00 FEET TO A CALCULATED POINT;

NORTH 44°30'01" EAST, 98.60 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.050 ACRES OF LAND, MORE OR LESS, IN GUADALUPE COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83). ALL DISTANCES ARE ON THE SURFACE AND SHOWN IN U.S. SURVEY FEET. TO CONVERT SURFACE DISTANCES TO GRID APPLY THE SURFACE TO GRID SCALE FACTOR OF 0.9998500. THIS DESCRIPTION WAS GENERATED ON 2/8/2024 AT 1:52 PM, BASED ON GEOMETRY IN THE DRAWING FILE K:\SNA_SURVEY\064500205-SEGUIN S3-5 PIPELINE\DWG\EXHIBITS\ESMTV-ESMT-CEDAR STREET-P1-CONSTRUCTION.DWG, IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES IN SAN ANTONIO, TEXAS.

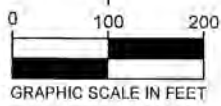
**LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES**

**BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS**

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
greg.mosier@kimley-horn.com

SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

Kimley»Horn		10101 Reunion Place, Suite 400 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com	
		SCALE N/A	DRAWN BY SAL	CHECKED BY JGM	DATE 3/14/2024	PROJECT NO. 064500205	SHEET NO. 233 2 OF 4



**TEMPORARY
CONSTRUCTION
EASEMENT 2
0.050 ACRES
(2,177 SQ. FT.)**

PROPOSED
WATER LINE
EASEMENT
(BY SEPARATE
DOCUMENT)

4x4 CONCRETE
MONUMENT
DISTURBED

EXHIBIT "B"
CALLED 0.0804 ACRES
ACCESS AND UTILITY
EASEMENT
DOC# 202099032097
OPRGC

EXHIBIT "A"
CALLED 0.1469 ACRES
LEASED PREMISES
DOC# 202099032097
OPRGC

CALLED 20.969 ACRES
SEGUIN INDEPENDENT SCHOOL
DISTRICT
VOL. 1057, PG. 394
OPRGC

CALLED 20.829 ACRES
EASEMENT OVER, UPON AND
UNDER THE PROPERTY FOR
SEWER LINES, WATER LINES,
ELECTRIC TRANSMISSION LINES,
TELEPHONE LINES & GAS LINES
CITY OF SEGUIN
VOL. 380, PG. 89
OPRGC

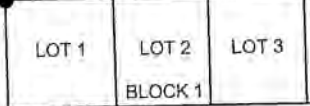
CALLED 20.829 ACRES
GAS PIPE LINES EASEMENT
UNITED GAS CORPORATION
VOL. 380, PG. 418
OPRGC

CALLED 5.0 ACRES
FIRST BAPTIST
CHURCH OF SEGUIN
VOL.732, PG.620
OPRGC

0.343 AC ROAD
DEDICATION
VOL.8, PG.236
PRGC

LOT 2
KNOTT FARMS
VOL.8, PG.236
PRGC

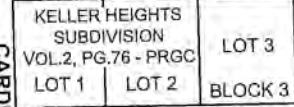
HUMMINGBIRD LANE
(50' WIDTH PUBLIC R.O.W.)



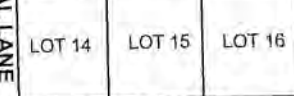
UTILITY LANE - (20' WIDTH)



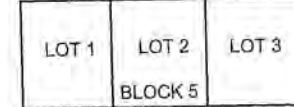
MOCKINGBIRD LANE
(50' WIDTH PUBLIC R.O.W.)



UTILITY LANE - (20' WIDTH)



CANARY LANE
(50' WIDTH PUBLIC R.O.W.)



UTILITY LANE - (20' WIDTH)

CARDINAL LANE
(50' WIDTH PUBLIC R.O.W.)

E KINGSBURY ST
U.S. HIGHWAY 90
(120' WIDTH PUBLIC R.O.W.)

E KINGSBURY ST
(80' WIDTH PUBLIC R.O.W.)

N KING ST
(VARIABLE WIDTH PUBLIC R.O.W.)

CEDAR ST
(70' WIDTH PUBLIC R.O.W.) - VOL.4, PG.6 - PRGC



LEGEND	
○	= 1/2" IRON ROD W/"KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
△	= CALCULATED POINT
■	= TxDOT TYPE II BRASS DISC
◻	= TxDOT TYPE III ALUMINUM DISC
DRGC = DEED RECORDS GUADALUPE COUNTY	
OPRGC = OFFICIAL PUBLIC RECORDS GUADALUPE COUNTY	
PRGC = PLAT RECORDS GUADALUPE COUNTY	
—	PROPERTY LINE
—	EASEMENT BOUNDARY LINE
---	EXISTING EASEMENT LINE

CALLED 32.95 ACRES
SEGUIN INDEPENDENT
SCHOOL DISTRICT
VOL.1551, PG.886 - OPRGC

SEE PAGE 1 OF 4 FOR
SURVEY SEAL AND SIGNATURE

LEGAL DESCRIPTION
**TEMPORARY
CONSTRUCTION EASEMENT**
0.662 & 0.050 ACRES
BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

SURVEYORS CERTIFICATION: THIS IS A LEGAL DESCRIPTION BASED ON A FIELD SURVEY BY KIMLEY-HORN PERSONNEL, NO IMPROVEMENTS ARE SHOWN. THE EASEMENTS SHOWN IN THIS EXHIBIT ARE BASED ON TITLE RESEARCH PROVIDED BY FIVE STAR TITLE, LLC ON 2-5-2024. THIS IS NOT A LAND TITLE SURVEY.

GEODETIC NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (FIPS 4204) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. THE COMBINED SURFACE TO GRID SCALE FACTOR FOR THE PROJECT IS 0.9998500. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

Kimley»Horn

10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166
www.kimley-horn.com 234

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 80'	SAL	JGM	3/18/2024	064500205	3 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°10'19"E	46.34'
L2	N01°56'22"W	39.82'
L3	N25°33'15"E	131.30'
L4	N31°33'11"E	112.85'
L5	N76°33'11"E	14.14'
L6	N31°33'11"E	14.00'
L7	N44°31'39"E	273.53'
L8	N89°31'39"E	35.33'
L9	N44°26'02"E	424.40'
L10	N00°28'21"W	30.75'
L11	N44°30'01"E	88.86'
L12	S45°29'59"E	20.00'
L13	S44°30'01"W	80.58'
L14	S00°28'21"E	30.73'
L15	S44°26'02"W	440.96'
L16	S89°31'39"W	35.35'
L17	S44°31'39"W	262.97'
L18	S31°33'11"W	20.01'
L19	S76°33'11"W	14.14'
L20	S31°33'11"W	104.57'
L21	S25°33'15"W	129.77'
L22	S01°56'22"E	39.80'
L23	S88°10'19"W	20.00'
L24	N88°44'40"E	28.66'
L25	N88°44'40"E	28.66'
L26	S44°30'01"W	119.14'
L27	N45°29'59"W	20.00'
L28	N44°30'01"E	98.60'
L29	N88°44'40"E	109.75'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	18°26'48"	790.49'	254.50'	N07°35'53"E	253.40'
C2	5°59'56"	290.00'	30.36'	N28°33'13"E	30.35'
C3	5°59'56"	270.00'	28.27'	S28°33'13"W	28.26'
C4	18°19'47"	770.49'	246.49'	S07°32'37"W	245.44'

LEGAL DESCRIPTION
TEMPORARY
CONSTRUCTION EASEMENT
0.662 & 0.050 ACRES
 BEING A PORTION OF THE
JOHN SOWELL SURVEY, ABSTRACT 35
CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

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235

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	SAL	JGM	3/14/2024	064500205	4 OF 4

SEE PAGE 1 OF 4 FOR
 SURVEY SEAL AND SIGNATURE



THE STATE OF TEXAS

LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

Oak Park Mall Proposed Easements

City of Seguin Water Line
Expansion Project

The City of Seguin is seeking to acquire both permanent and temporary easements to facilitate the construction of the 24-inch Cedar Street water line that will serve as both a transmission and distribution main. This project will improve service capacity to the Lucille Elevated Storage Tank which will in turn improve service pressures to the immediate area. This project will also increase service capacity to the Vetter Booster Pump Station which seeks to serve the Upper Pressure Plane (roughly the area north of I-10).



The City of Seguin seeks to acquire a 0.796-acre tract of land by Permanent Utility Easement and a 0.712-acre tract of land by two Temporary Construction Easements for the new water line along E. Kingsbury Street.

The City of Seguin has offered SISD \$112,900 for the (1) one Permanent Utility Easement and (2) two Temporary Construction Easements.



Timing

1. 6/18: Board Meeting/Approval (Resolution/Agenda)
2. 6/30: Must Sign Purchase Agreement and Easement Documents according to Offer by 6/30 (or at a Later Date if agreed upon by SISD and City)
3. 60 Days After the Purchase Agreement Execution (or at a Later Date if agreed upon by SISD and City): Closing will be handled by Five Star Title Company

ACTION ITEM:

Consideration and Take Possible Action to Approve Delegating Authority to the Chief Financial Officer, Elizabeth Oaks, to Execute Any and All Necessary Documentation to Grant A Right Of Way Easement at Real Property Located at 1329 Ilka Road, Seguin, Texas

RECOMMENDATION:

That the Board of Trustees Consider and Take Possible Action approving delegating authority to the Chief Financial Officer, Elizabeth Oaks, to execute any and all necessary documentation to grant a right of way easement at real property located at 1329 Ilka Road, Seguin, Texas, 78155.

RATIONALE:

The adoption of this resolution will allow the Chief Financial Officer, Elizabeth Oaks, to sign necessary papers for the district to be able to gain use of the water meter located at the district's ILKA property.

REFERENCE and COMPLIANCE:

CV (LEGAL), CV (LOCAL), CH (LEGAL), CH (LOCAL)

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

None

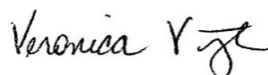
EXHIBITS:

Resolution, Exhibit A Memorandum of Understanding, Right of Way Easement

RESOURCE PERSONNEL:

Elizabeth Oaks, Chief Financial Officer, RTSBA

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Date Submitted: 06/18/24

Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
SEGUIN INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Board of Trustees of Seguin Independent School District (the “**Board**”) owns that certain real property located at 1329 Ilka Road, Seguin, Texas 78155 (the “**Property**”); and

WHEREAS, the Board desires to delegate authority to Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, to execute any and all necessary documentation to grant a right of way easement to Crystal Clear Special Utility on the Property following approval by legal counsel, and the Board; and

NOW, THEREFORE, the Board of Trustees of Seguin Independent School District, at a lawfully called meeting of the Board, held in compliance with the Texas Open Meetings Act, do hereby approve and adopt the following Resolutions and actions taken:

BE IT HEREBY RESOLVED THAT:

- The Memorandum of Understanding with Crystal Clear Special Utility District discussing the granting of such right of way easement attached hereto as Exhibit A is approved and adopted; and
- The Board delegates authority to Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, is hereby authorized and empowered, in the name and on behalf of Seguin Independent School District, to execute any and all necessary documentation to grant a right of way easement to Crystal Clear Special Utility on the property located at 1329 Ilka Road, Seguin, Texas 78155, following approval by legal counsel, and the Board.

[Signature Page Follows]

SEGUIN INDEPENDENT SCHOOL DISTRICT

Trustees voting in favor of the Resolution:

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned, being the Secretary of the Board, hereby certifies that the foregoing represents a true copy of a Resolution of the Seguin Independent School District Board of Trustees, duly held on June 18, 2024, which Resolution is in full force and effect, and has not been revoked or amended.

Board Secretary

Dated: _____

EXHIBIT A



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), attached to and made part of that certain RIGHT-OF-WAY EASEMENT (EASEMENT") dated the _____ day of _____ 20____, by and between _____ and, _____, ("Grantors", whether one or more), whose address is _____, Texas _____, and Crystal Clear Special Utility District ("Grantee") whose address is 2370 F.M. 1979, San Marcos, Texas, 78666.

1. **Purpose:**

To serve as notice to the "Grantor(s)" that this "MOU" will be in addition to the terms of the Easement.

2. **Mutual Understandings:**

As part of CCSUD's rules and regulations an easement is required to be executed and notarized before receiving services. The parties agree to signing a blank easement to proceed with the transfer and does understand that the only edit to be made to the blank easement is the name, property deed information, and street name. CCSUD will provide a copy of the easement once filed via customers request in email or mail.

3. **Terms:**

This "MOU" shall commence on the effective date and will continue indefinitely.

The parties have executed this Memorandum of Understanding this effective date of the ____ day of _____, 20____.

For Grantor:

For Grantee:

Signature

CCSUD Staff Print

Signature

CCSUD Staff Signature

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantor", whether one or more) , in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **Crystal Clear Special Utility District (CCSUD)** (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across a _____ **acre tract of land**, more or less, more particularly described in that certain _____ **Deed**, recorded in **Document No.** _____, Official Public Records of _____ **County, Texas**, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed twenty ft (20') in width, being located across said land as follows:

The easement herein conveyed shall run the length of the Grantor's property line, parallel and adjacent to: _____.

In addition to the twenty ft (20') permanent easement area granted above, Grantor also grants Grantee a temporary workspace easement which shall not exceed twenty ft (20') in width. Said twenty ft (20') wide temporary workspace easement shall run adjacent and parallel to the twenty ft (20') permanent easement. The twenty ft (20') temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal, repair and laying of the pipeline is taking place; and, except when said activities are being completed from time to time, the twenty ft (20') temporary workspace easement shall revert to the sole ownership and control of the Grantor. Grantor reserves the right to enter upon and use the permanent and temporary easement area, for all lawful purposes and to erect improvements thereon, including driveways made out of any material but in no event shall Grantor use the easement area in any manner which interferes in any material way or is inconsistent with the rights granted hereunder.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty ft (20') in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this ____ day of _____ 20__.

Signature

Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 20__, by _____.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ 20__, by _____.

Notary Public, State of Texas

ACTION ITEM:

Discussion and Possible Approval to Initiate the Process to Call a Special Election in Relation to the Tax Rate Including, But Not Limited to, Engaging with District'S Independent Auditors to Perform an Efficiency Audit

RECOMMENDATION:

That the Board of Trustees Consider and take possible action to initiate the process to call a special elction in relation to the tax rate including, but not limited to, engaging with the district's auditor's to perform an efficiency audit.

RATIONALE:

By taking action to initate the process of a special election in relation to the tax rate the district is able to engage with auditors to begin the required efficiency audit. This must be done by July 5th for the district to be able to call a November Voter Approval Tax Rate Election

REFERENCE and COMPLIANCE:

BAA (LEGAL), CCG (LEGAL)

PAPERWORK IMPACT:

None

BUDGET IMPACT / INFORMATION:

There is currently no budget impact. The current plan is to find this money in the soon to be 2024-25 proposed budget by either savings from another expense or an increase in revenue to offset the expense.

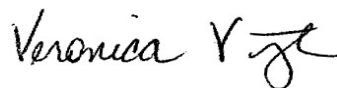
EXHIBITS:

Timeline attachment

RESOURCE PERSONNEL:

Elizabeth Oaks, Chief Financial Officer, RTSBA

Submitted by:
(Signature)
(Name)
(Address)
(Telephone)



Dr. Veronica Vijil, Superintendent
1221 E. Kingsbury St., Seguin, TX 78155
(830) 401-8614

Date Submitted: 06/18/24

Schedule of events for Voter Approval Tax Rate Election (VATRE)

June 18, 2024 Board adopts Budget

June 18, 2024 Board approves resolution to initiate the process of a VATRE which includes engaging with the district's independent auditors to begin the efficiency audit process

July 5, 2024 – Deadline to engage with auditor's for efficiency audit

July 25, 2024 – Tax Assessor submits Certified Property Values and Appraisal Roll

August 5, 2024 – TEA issues District's Preliminary Maximum Compressed Tax Rate

October 4, 2024 – Efficiency Audit report due to be posted online

Future deadlines for tax rate, election and canvassing to be determined if Board of Trustees votes to initiate the process...