

Agenda of Special Meeting

The Board of Trustees Seguin ISD

A Special Meeting of the Board of Trustees of Seguin ISD will be held March 3, 2025, beginning at 7:15 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. Establish Quorum
- B. 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.
- C. Pledges to the United States Flag and Texas Flag. Moment of silence.

2. **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.

3. **Action Items:**

- A. Consideration and Possible Action to Approve Resolution and Delegate Authority to Chief Financial Officer for Easement Purchase Agreement With the City of Seguin 2

4. **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 § 551.074, To conduct the annual Superintendent evaluation/contract.

5. **Open Session:**

- A. Possible action to adopt the Superintendent's evaluation/contract.

6. **Adjourn**

ACTION ITEM: **Consideration and Possible Action to Approve Resolution and Delegate Authority to Chief Financial Officer for Easement Purchase Agreement With the City of Seguin.**

RECOMMENDATION: That the Board of Trustees Consider and Take Possible Action to approve the resolution and delegate authority to the Chief Financial Officer, Elizabeth Oaks, for easement and purchase agreement with the City of Seguin for one permanent utility easement and two temporary construction easements. These will run along the AJB and Rodriguez campuses.

RATIONALE: The granting of this easement will increase water service capacity in the area. It is part of the waterline upgrades being done by the City of Seguin. The purchase amount is \$302,600. The terms are similar to the last easement related to the city water upgrades that was located at 1231 East Kingsbury (central office).

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

PAPERWORK IMPACT: None

BUDGET IMPACT / INFORMATION: None

EXHIBITS: Resolution

RESOURCE PERSONNEL: Elizabeth Oaks, Chief Financial Officer, RTSBA
Robert Gonzales, Maintenance Director
Tim Howe, City of Seguin, Director of Utilities

Submitted by:
(Name) Dr. Veronica Vijil, Superintendent
(Address) 1221 E. Kingsbury St., Seguin, TX 78155
(Telephone) (830) 401-8614
(Date) 03/03/25

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
SEGUIN INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Seguin Independent School District owns that certain real property located at 1616 West Court 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 1.06-acre tract of land, a Temporary Construction Easement along a 0.72-acre tract of land situated on the Property, and a Temporary Construction Easement along a 0.20-acre tract of land situated on the Property (the "**Purchase Agreement**"); and

WHEREAS, the Board of Seguin Independent School District (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 negotiate and execute said Purchase Agreement and all other documents and instruments necessary to effectuate and complete the grant of the easements on the Property following review and approval by legal counsel; and

NOW, THEREFORE, the Board, 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, subject to legal review and approval; 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 negotiate and effectuate and complete the grant of easements to City of Seguin on the property located at 1616 West Court 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:

Denise Crettenden, President

Linda Duncan, Vice President

Grace Mueller, Secretary

William Dwyer, Trustee

Alejandro Guerra, Trustee

Lisa Burns, Trustee

Joshua Bright, Trustee

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 ____, 2025, which Resolution is in full force and effect and has not been revoked or amended.

Grace Mueller, Board Secretary

Dated: _____

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is between Seguin Independent School District, an independent school district and political subdivision of the State of Texas ("Seller," whether one or more) 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 and two Temporary Construction Easements, (the "Easement Agreement"), as follows:

a. A Permanent Utility Easement upon the allowed uses of land as to approximately 1.06-acres (46,056 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 0.72-acre (31,244 square feet) in the form, and as more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes.

c. A Temporary Construction Easement upon the allowed uses of land as to approximately 0.20-acre (8,500 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 **\$302,600** (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 that are required to close the sale and purchase of the Easement Property by Buyer. Buyer will deliver all documents that are required to close the sale and purchase of the Easement Property. Seller and the City will finalize the transaction by closing at Seguin Title Company at 202 N. Camp Street, Suite 110, 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
1221 E. Kingsbury St.
Seguin, Texas 78155

Buyer: City of Seguin
205 North River Street
Seguin, Texas 78155
Attn: Real Estate Services Division/Connie Real
Email: creal@seguintexas.gov

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:

Seguin Independent School District, an independent school district and political subdivision of the State of Texas

By: _____
Elizabeth Oaks, Chief Financial Officer

Date: _____

BUYER:

City of Seguin, a Texas home rule municipal corporation

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" and "B"** 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 _____, 2025.

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

Exhibit A

Permanent Utility Easement

GRANTEE agrees to the following obligations:

- (1) **Driveway Open Access Requirement:** GRANTEE agrees that during the performance of any work on, in, under, around, or across the Easement Property and/or right-of-way associated with the Utilities' Facilities, the GRANTEE will leave the Property's driveways open for free and unfettered ingress/egress during business hours and other times associated with activities on the Property.
- (2) **Restoration:** Upon completion of construction and performance of any work by GRANTEE, GRANTEE agrees, at its sole cost and expense, 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 to the driveway at the sole cost of the GRANTEE. After GRANTEE completes the construction and performance of any such work, GRANTEE must return the Easement Property to at least the same condition, if not better, than what it was prior to the commencement of such work, including, without limitation, (i) removing all rock, gravel, caliche, or other materials foreign to the natural condition of the Easement Property that arise as a result of GRANTEE's activities, (ii) leveling and filling with top soil all holes, ruts, or other surface disturbances in such a manner as to restore the surface to the same natural contour of the surrounding property, (iii) cleaning the area so that all objects, materials, and/or structures foreign to the natural condition of the Property are removed and eliminated, (iv) restoring all fences to at least the same, or better, condition as they were prior to GRANTEE's activities, and (v) repairing or replacing in good and workmanlike manner any underground or surface matters of any kind (e.g. pipelines, improvements, utilities) that become in need of repair and/or are damaged based on this easement. GRANTEE will construct and maintain soil conservation devices on the Easement Property and adjacent portions of the Easements' Area as may be reasonably required to prevent damage to the Property from soil erosion resulting from operations of GRANTEE hereunder. Without limiting the generality of the foregoing, GRANTEE must mechanically compact all fill material to prevent any subsidence. To the extent there exists or hereafter arises any subsidence or erosion attributable to this Easement of the right granted to the GRANTEE herein, GRANTEE has the ongoing obligation to refill with top soil, re-compact and re-grade all affected areas and take any further action necessary to return the surface to at least the same, if not better, condition than adjacent, undisturbed areas and prevent future subsidence or erosion within no more than 30 days after its discovery of same or upon being provided notice of same by a third party.

GRANTOR expressly covenants and agrees that GRANTOR will not make changes to the grade of the Easement Property. 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.

GRANTOR shall not further burden the Easement Property with additional easements 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 without the prior written approval of GRANTEE, such approval not to be unreasonably withheld, conditioned, or delayed.

Together with the right of ingress and egress over said Easement Property 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. At all times that they Easement is in effect, GRANTEE must, at its sole cost and expense, exercise due care and diligence in the use of the rights and privileges granted herein and keep the Utilities' Facilities in a safe and properly maintained condition. GRANTEE must promptly make all necessary or appropriate repairs and replacements of the Utilities' Facilities, and keep the Utilities' Facilities in good order, condition, and repair in compliance with all applicable governmental and regulatory laws, orders, rules, regulations, standards, licensing, permitting, and/or other requirements.

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; provided however, any tree or canopy thereof labeled as protected on Exhibit C attached hereto shall not be subject to disposal.

GRANTOR understands and agrees that the Easement Property shall be limited for staging or storage of materials that does not impede the line of sight from the roadway. Furthermore, at all times during the term of this Easement, GRANTEE shall not interfere with the use and operation of the Easement Property by the GRANTOR, or such party's occupants, invitees, permittees, successors and/or assigns. GRANTEE understands and agrees that no barriers, impediments, or obstructions of any kind shall be erected, built, or place on the Easements Property. During construction activities, GRANTEE, at its sole cost and expense, shall keep the Easement Property in a neat and clean condition, free an clear of trash, rubbish, loose dirt, and construction materials.

GRANTEE must bury all of the Utilities' Facilities to a sufficient depth so it will not interfere with any of the GRANTOR's activities on, under, across and over the Easement Property and GRANTOR's Property. GRANTEE may place line markers and appurtenances related to the line, including but not limited to manhole covers and valves.

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 _____, 2025.

GRANTOR:

Seguin Independent School District, an independent school district and political subdivision of the State of Texas

By: _____
Elizabeth Oaks, Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Elizabeth Oaks, Chief Financial Officer for Seguin Independent School District, an independent school district and political subdivision of the State of Texas.

Notary Public, State of Texas

EXHIBIT A

Easement Property – Legal Description

EXHIBIT A

Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
TBPELS Firm Registration #10194320

WATERLINE EASEMENT

BEING, a 1.06 acre (46,056 square feet) tract of land out of the J. D. Clements Survey, Abstract No. 11, Guadalupe County, Texas, and being a portion of a called 40.33 acre tract described in deed to Seguin Independent School District as recorded in Volume 448, Page 155, of the Deed Records, Guadalupe County, Texas (D.R.G.C.TX.), said easement being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found on the north right-of-way line of Highway 90 Alternate marking the southwest corner of said 40.33 acre tract same being the southeast corner of a called 2.320 acre tract described in deed to Chan and Kim Property, Inc. recorded in Document No. 202099019984 of the Official Public Records, Guadalupe County, Texas (O.P.R.G.C.TX.);

THENCE, North 05°14'15" West, a distance of 715.02 feet along the common line of said 40.33 acre tract and said 2.320 acre tract to a calculated point for the **POINT OF BEGINNING** of the herein described waterline easement;

THENCE, North 05°14'15" West, a distance of 28.42 feet to a point for corner being on the southeast right-of-way line of West Kingsbury Street, marking the northeast corner of said 2.320 acre tract and the northwest corner of said 40.33 acre tract;

THENCE, North 56°22'12" East, a distance of 123.67 feet along said southeast right-of-way line of West Kingsbury Street, same being the northwest line of said 40.33 acre tract to a calculated point;

THENCE, departing said southeast right-of-way line of West Kingsbury Street, over and across said 40.33 acre tract the following three (3) courses and distances:

1. South 78°47'24" East, a distance of 28.36 feet to a calculated point;
2. North 56°22'19" East, a distance of 1543.57 feet to a calculated point; and
3. North 01°12'02" West, a distance of 23.76 feet to a calculated point on said southeast right-of-way line of West Kingsbury Street and the northwest line of said 40.33 acre tract;

CONTINUED ON FOLLOWING PAGE


EXHIBIT A 1 OF 3	PREPARED FOR: 1.06 AC (46,056 SQ. FT.) WATERLINE EASEMENT OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	PREPARED BY:  Texas Survey Firm - 40404320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830.626.3588 (F) 830.626.3601
	CHECKED BY: JMH		DATE: 7/17/2024	
			SCALE: NONE	
			FILE: SISD-40.33 AC	

EXHIBIT A

Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
 TBPELS Firm Registration #10194320

THENCE, North 56°22'12" East, a distance of 29.62 feet along said southeast right-of-way line of West Kingsbury Street to a 1/2-inch iron rod found on said southeast right-of-way line of West Kingsbury Street marking the northeast corner of said 40.33 acre tract, same being the northwest corner of a called 5.964 acre tract (Tract 8) described in deed to Barbara Rush, Trustee, or Successor in Trust Under the Rush Living Trust recorded in Document No. 2017016110 O.P.R.G.C.TX., from which a TXDOT Type II monument found bears North 56°14'12" East, a distance of 365.19 feet;

THENCE, South 01°12'02" East, a distance of 53.31 feet departing said southeast right-of-way line of West Kingsbury Street along the common line of said 40.33 acre tract and said 5.964 acre tract to a calculated point;

THENCE, departing the common line of said 40.33 acre tract and said 5.964 acre tract, over and across said 40.33 acre tract the following seven (7) courses and distances:

1. South 56°22'12" West, a distance of 1567.66 feet to a calculated point;
2. North 78°47'24" West, a distance of 28.36 feet to a calculated point;
3. South 56°22'12" West, a distance of 24.60 feet to a calculated point;
4. South 04°55'06" East, a distance of 121.56 feet to a calculated point;
5. along a curve to the left, through a central angle of 89°56'21", having a radius of 19.76 feet, an arc distance of 31.02 feet, a chord bearing of South 40°48'59" West, a chord distance of 27.93 feet to a calculated point;
6. North 04°55'06" West, a distance of 130.10 feet to a calculated point; and
7. South 56°22'12" West, a distance of 79.46 feet to the **POINT OF BEGINNING**, being on the common line of said 40.33 acre tract and said 2.320 acre tract and containing 1.06 acre (46,056 square feet). The easement to include temporary construction easements as shown on exhibit attached hereto. 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 Grid and shown in U.S. Survey feet.



 John Mark Hickman, RPLS 7001
 Job No.: 90G-001-001
 Date: 7/17/2024




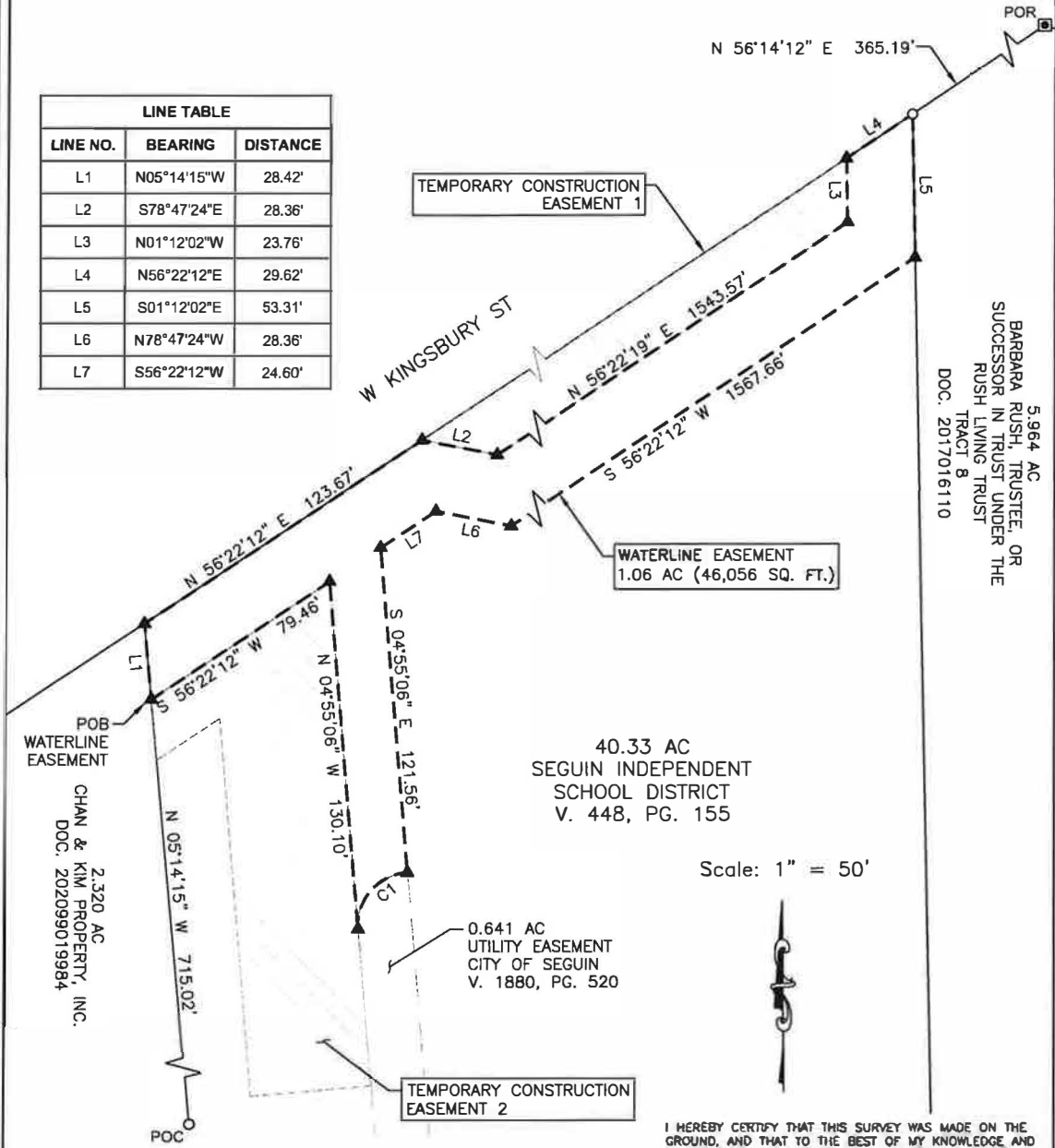
EXHIBIT A 2 OF 3	<small>PREPARED FOR</small> 1.06 AC (46,056 SQ. FT.) WATERLINE EASEMENT OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	<small>DRAWN BY:</small> PME <small>CHECKED BY:</small> JMH <small>DATE:</small> 7/17/2024 <small>SCALE:</small> NONE <small>FILE:</small> SISD-40.33 AC	<small>PREPARED BY:</small>  <small>Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830.625.0337 (F) 830.628.3601</small>

EXHIBIT B

Easement Property – Depiction

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.02'	19.76'	89°56'21"	S40°48'59"W	27.93'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N05°14'15"W	28.42'
L2	S78°47'24"E	28.36'
L3	N01°12'02"W	23.76'
L4	N56°22'12"E	29.62'
L5	S01°12'02"E	53.31'
L6	N78°47'24"W	28.36'
L7	S56°22'12"W	24.60'



LEGEND:

- 1/2" IRON ROD FOUND
- ◻ MONUMENT FOUND
- ◻ POB POINT OF BEGINNING
- ◻ POC POINT OF COMMENCING
- ◻ POR POINT OF REFERENCE
- PROPERTY LINE
- - - PERMANENT EASEMENT
- · - · - TEMPORARY CONSTRUCTION EASEMENT



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

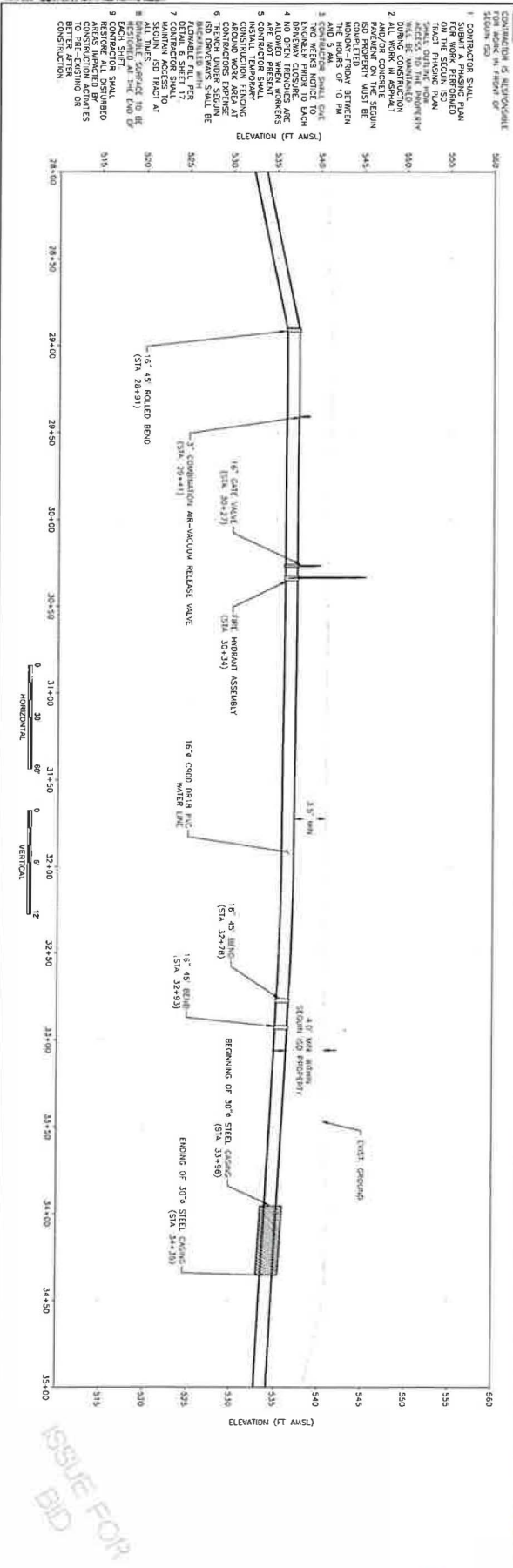
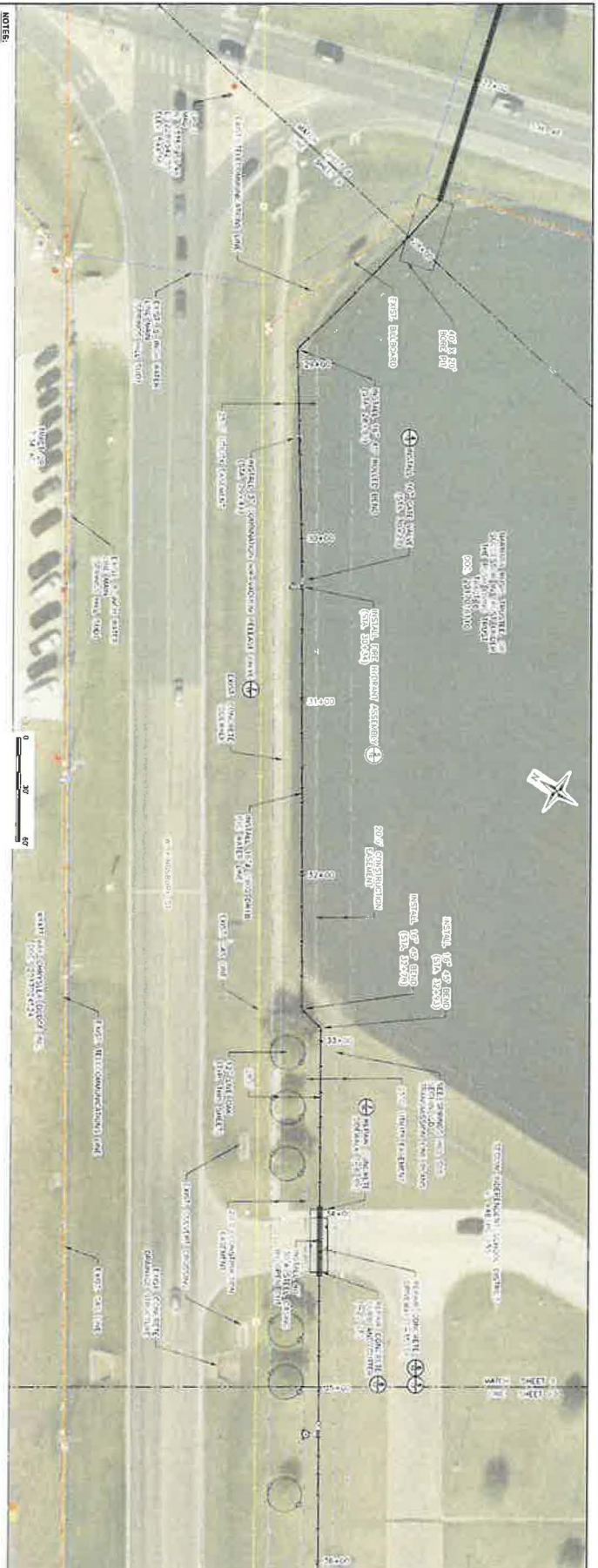
John Mark Hickman

JOHN MARK HICKMAN
REGISTERED PROFESSIONAL LAND SURVEYOR

7001
TEXAS REGISTRATION NO.
JOB # SISD-40.33 AC
DATE: 7/17/24

EXHIBIT A 3 OF 3	PREPARED FOR: 1.06 AC (46,056 SQ. FT.) WATERLINE EASEMENT OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	PREPARED BY: Trihydro See Website for Offices Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830-625-0337 (F) 830-625-3601
	CHECKED BY: JMH			
			DATE: 7/17/2024	
			SCALE: AS SHOWN	
			FILE: SISD-40.33 AC	

Exhibit C
Construction Plan and Tree Survey



NOTES:

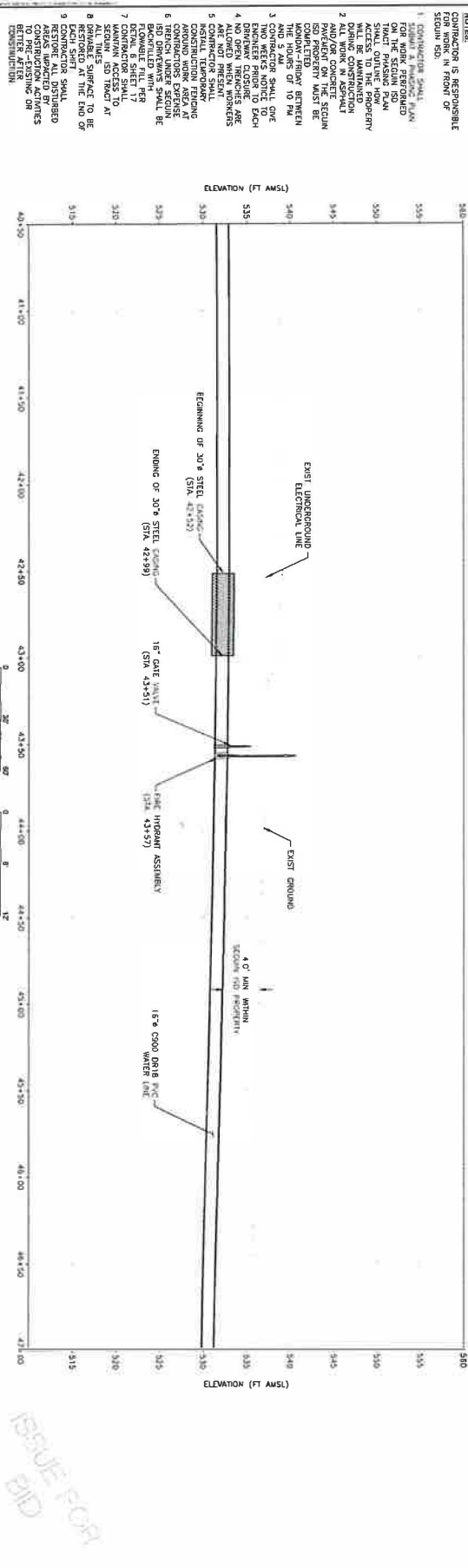
- CONTRACTOR SHALL SUBMIT A PHASING PLAN ON THE SEQUIN ISD TRACT PHASING PLAN ACCESS TO THE PROPERTY DURING CONSTRUCTION.
- ALL WORK IN ASPHALT PAVED ON THE SEQUIN ISD PROPERTY MUST BE MONDAY-FRIDAY BETWEEN 8:00 AM AND 5:00 PM.
- CONTRACTOR SHALL BE ENGINEER PRIOR TO DOING ANY OPEN EXCAVATIONS ALLOWED WHEN WORKERS ARE PRESENT ON THE SEQUIN ISD PROPERTY.
- CONTRACTOR SHALL INSTALL TEMPORARY PROTECTIVE STRUCTURES AROUND WORK AREAS AT ALL TIMES TO PROTECT THE EXISTING UTILITIES AND TO BE REMOVED AS SHEET 17 DETAIL IS SHEET 17.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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PLAN AND PROFILE STA. 28+00 TO 35+00

Trihydro
Engineering & Construction
1100 West Loop West, Suite 710
Houston, Texas 77027
Tel: 281.416.1100
Fax: 281.416.1101
www.trihydro.com

DRAWN BY: JDM
DESIGNED BY: HC
CHECKED BY: HC
SCALE: AS SHOWN
DATE: 12/18/2024
PRJ. NO: 00960-001-001
FILE: 00960-001-001

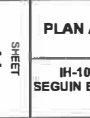
REV.	DATE	DESCRIPTION	BY	CHKD
1	12/18/2024	ISSUE FOR BID		



NOTES:
 CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
 1. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 2. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

ISSUE FOR BID

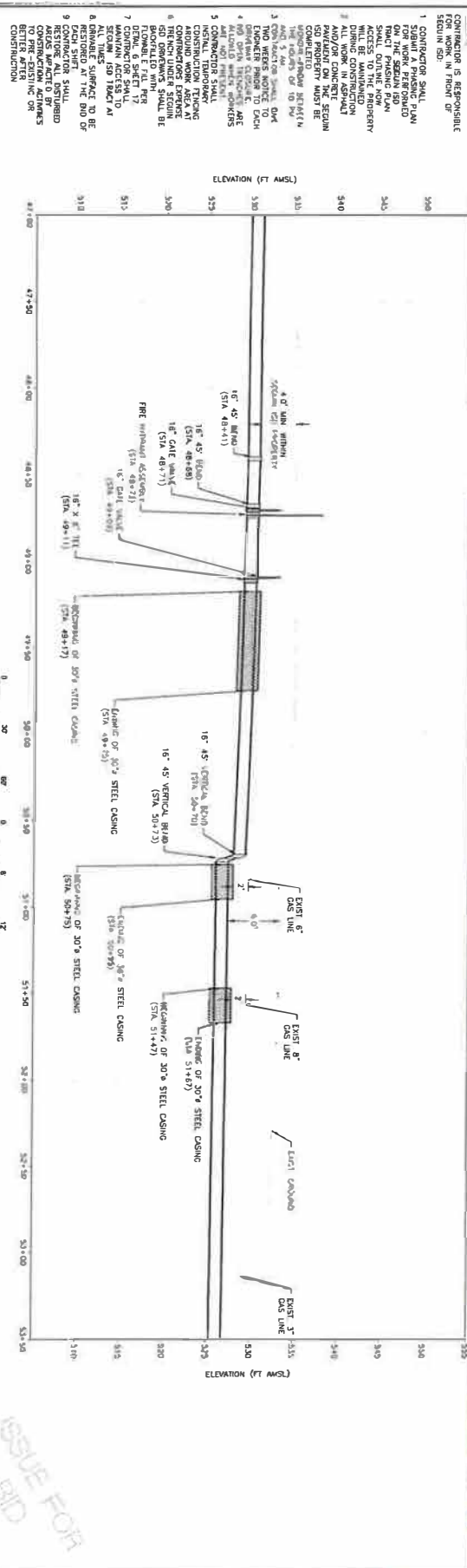
PLAN AND PROFILE STA. 40+50 TO 47+00
 SHEET 11
 11 OF 19
 REV 1



12/18/2024
 12/18/2024
 12/18/2024

DRAWN BY: JDM
 DESIGNED BY: HC
 CHECKED BY: HC
 SCALE: AS SHOWN
 DATE: 12/18/2024
 PR. NO. 0090G-001.001

REV.	DATE	DESCRIPTION	BY	CHKD
1	12/18/2024	ISSUE FOR BID	JDM	HC



ISSUE FOR
BID

PLAN AND PROFILE STA. 47+00 TO 53+00

Trihydro

1H-10 AND FM 464 WATER LINE EXTENSION
SEGUIN ECONOMIC DEVELOPMENT CORPORATION
SEGUIN, TEXAS

DESIGNED BY: JDM
CHECKED BY: HC
SCALE: AS SHOWN
DATE: 12/18/2024
PR. NO. 09900-001-00



REV.	DATE	DESCRIPTION	BY
1	12/18/2024	ISSUE FOR BID	JDM

SHEET
12
12 OF 18
REV. 1

Exhibit B

Temporary Construction Easements

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.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GUADALUPE §

DATE: _____, 2025

GRANTOR: Seguin Independent School District, an independent school district and political subdivision of the State of Texas

GRANTOR'S MAILING ADDRESS: 1221 E. Kingsbury St.
Seguin, Texas 78155

GRANTEE: City of Seguin, a Texas home rule municipal corporation

GRANTEE'S MAILING ADDRESS: 205 N. 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.

TEMPORARY EASEMENT PROPERTY 1:

Being a strip of land containing 0.72-acre of land (31,244 square feet), being more particularly described on Exhibits A and B, attached hereto and by this reference made a part hereof.

TEMPORARY EASEMENT PROPERTY 2:

Being a strip of land containing 0.20-acre of land (8,500 square feet), being more particularly described on Exhibits A and B, attached hereto and by this reference made a part hereof.

CONVEYANCE:

That, GRANTOR does hereby grant and convey to GRANTEE and its, successors and assigns a variable width temporary construction easement for any and all things necessary for the installation and construction of multiple water, wastewater and reuse water transmission and distribution lines, together with service connections, vehicular access, and all other necessary or desirable above-ground and below-ground appurtenances thereto, including but not limited to air release valve vaults 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, 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) **December 31, 2026**, at which time this Temporary Construction Easement shall expire.

GRANTEE agrees to the following obligations:

- (1) **Driveway Open Access Requirement:** GRANTEE agrees that during the performance of any work on, in, under, around, or across the Easement Property and/or right-of-way associated with the Utilities' Facilities, the GRANTEE will leave the Property's driveways open for free and unfettered ingress/egress during business hours and other times associated with activities on the Property.
- (2) **Restoration:** Upon completion of construction and performance of any work by GRANTEE, GRANTEE agrees, at its sole cost and expense, 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, the driveway at the sole cost of GRANTEE. After GRANTEE completes the construction and performance of any such work, GRANTEE must return the Easement Property to at least the same condition, if not better, than what it was prior to the commencement of such work, including, without limitation, (i) removing all rock, gravel, caliche, or other materials foreign to the natural condition of the Easement Property that arise as a result of GRANTEE's activities, (ii) leveling and filling with top soil all holes, ruts, or other surface disturbances in such a manner as to restore the surface to the same natural contour of the surrounding property, (iii) cleaning the area so that all objects, materials, and/or structures foreign to the natural condition of the Property are removed and eliminated, (iv) restoring all fences to at least the same, or better, condition as they were prior to GRANTEE's activities, and (v) repairing or replacing in good and workmanlike manner any underground or surface matters of any kind (e.g. pipelines, improvements, utilities) that become in need of repair and/or are damaged based on this Easement. GRANTEE will construct and maintain soil conservation devices on the Easement Property and adjacent portions of the Easements' Area as may be reasonably required to prevent damage to the Property from soil erosion resulting from operations of GRANTEE hereunder. Without limiting the generality of the foregoing, GRANTEE must mechanically compact all fill material to prevent any subsidence. To the extent there exists or hereafter arises any subsidence or erosion attributable to this Easement or the rights granted to GRANTEE herein, GRANTEE has the ongoing obligation to refill with top soil, re-compact and re-grade all affected areas and take any further action necessary to return the surface to at least the same, if not better, condition than adjacent, undisturbed areas and prevent future subsidence or erosion within no more than 30 days after its discovery of same or upon being provided notice of same by a third party.

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. GRANTOR grants to GRANTEE the right to remove from within said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which may interfere with exercise of the rights granted hereunder; provided, however, any tree or canopy thereof labeled as protected on Exhibit C attached hereto shall not be subject to disposal.

GRANTOR understands and agrees that the Easement Property shall be limited for staging or storage of materials that does not impede the line of sight from the roadway. Furthermore, at all times during the term of this Easement, GRANTEE shall not interfere with the use and operation of the Easement Property by the GRANTOR, or such party's occupants, invitees, permittees, successors and/or assigns. GRANTEE understands and agrees that no barriers, impediments, or obstructions of any kind shall be erected, built, or placed on the Easement Property. During construction activities, GRANTEE, at its sole cost and expense, shall keep the Easement Property in a neat and clean condition, free and clear of trash, rubbish, loose dirt and construction materials.

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}

WITNESS our hand this _____ day of _____, 2025.

GRANTOR:

Seguin Independent School District, an independent school district and political subdivision of the State of Texas

By: _____
Elizabeth Oaks, Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Elizabeth Oaks, Chief Financial Officer of Seguin Independent School District, an independent school district and political subdivision of the State of Texas.

Notary Public, State of Texas

EXHIBIT A

Temporary Easement Properties

EXHIBIT B

Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
 TBPELS Firm Registration #10194320

TEMPORARY CONSTRUCTION EASEMENT 1

BEING, a 0.72 acre (31,244 square feet) tract of land out of the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas, and being a portion of a called 40.33 acre tract described in deed to Seguin Independent School District as recorded in Volume 448, Page 155 Deed Records, Guadalupe County, Texas (D.R.G.C.TX.) said easement being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found on the southeast right-of-way line of West Kingsbury Street marking the northeast corner of said 40.33 acre tract, same being the northwest corner of a called 5.964 acre tract (Tract 8) described in deed to Barbara Rush, Trustee, or Successor in Trust under the Rush Living Trust recorded in Document No. 2017016110 Official Public Records, Guadalupe County, Texas (O.P.R.G.C.TX.);

THENCE, South 56°22'12" West, a distance of 29.62 feet along said southeast right-of-way line of West Kingsbury Street and the northwest line of said 40.33 acre tract to a calculated point for the **POINT OF BEGINNING** of the herein described temporary construction easement;

THENCE, departing said southeast right-of-way line of West Kingsbury Street and the northwest line of said 40.33 acre tract, over and across said 40.33 acre tract the following three (3) courses and distances:

1. South 01°12'02" East, a distance of 23.76 feet to a calculated point;
2. South 56°22'19" West, a distance of 1543.57 feet to a calculated point; and
3. North 78°47'24" West, a distance of 28.36 feet to a calculated point on said southeast right-of-way line of West Kingsbury Street and the northwest line of said 40.33 acre tract;

THENCE, North 56°22'12" East, a distance of 1576.43 feet to the **POINT OF BEGINNING**, being on said southeast right-of-way line of West Kingsbury Street and the northwest line of said 40.33 acre tract and containing 0.72 acre (31,244 square feet). 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 Grid and shown in U.S. Survey feet.

CONTINUED ON FOLLOWING PAGE


EXHIBIT B 1 OF 3	0.72 AC (31,244 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT 1	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	PREPARED BY:  Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830626.8337 (F) 830626.3501
	0.20 AC (8,500 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT 2		CHECKED BY: JMH	
	OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT		DATE: 7/17/2024	
			SCALE: NONE	
			FILE: SISD-40.33 AC	

EXHIBIT B

Trihydro Corporation
1672 Independence Drive, Suite 315 * NEW BRAUNFELS, TX. 78130
PHONE (830) 626-3588
jhickman@trihydro.com
 TBPELS Firm Registration #10194320

TEMPORARY CONSTRUCTION EASEMENT 2

BEING, a 0.20 acre (8,500 square feet) tract of land out of the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas, and being a portion of a called 40.33 acre tract described in deed to Seguin Independent School District as recorded in Volume 448, Page 155 Deed Records, Guadalupe County, Texas (D.R.G.C.TX.), said easement being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found on the north right-of-way line of Highway 90 Alternate marking the southwest corner of said 40.33 acre tract same being the southeast corner of a called 2.320 acre tract described in deed to Chan and Kim Property, Inc. recorded in Document No. 202099019984 of the Official Public Records, Guadalupe County, Texas (O.P.R.G.C.TX.);

THENCE, North 05°14'15" West, a distance of 692.29 feet departing said north right-of-way line of Highway 90 Alternate along the common line of said 40.33 acre tract and said 2.320 acre tract to a calculated point for the **POINT OF BEGINNING** of the herein described temporary construction easement;

THENCE, North 05°14'15" West, a distance of 22.73 feet along the common line of said 40.33 acre tract and said 2.320 acre tract to a calculated point on said common line;

THENCE, departing the common line of said 40.33 acre tract and said 2.320 acre tract, over and across said 40.33 acre tract the following five (5) courses and distances:

1. North 56°22'12" East, a distance of 79.46 feet to a calculated point;
2. South 04°55'06" East, a distance of 188.74 feet to a calculated point;
3. South 85°04'54" West, a distance of 45.00 feet to a calculated point;
4. North 04°55'06" West, a distance of 141.29 feet to a calculated point; and
5. South 56°22'12" West, a distance of 28.01 feet to the **POINT OF BEGINNING**, being on the common line of said 40.33 acre tract and said 2.320 acre tract and containing 0.20 acre (8,500 square feet). 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 Grid and shown in U.S. Survey feet.



 John Mark Hickman, RPLS 7001
 Job No.: 81P-006-001
 Date: 7/17/2024




EXHIBIT B 2 OF 3	0.72 AC (31,244 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT 1 0.20 AC (8,500 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT 2 OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	PREPARED BY  Trihydro Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830.626.3588 (F) 830.626.3601
			CHECKED BY: JMH	
			DATE: 7/17/2024	
			SCALE: NONE	
			FILE: SISD-40.33 AC	

EXHIBIT B

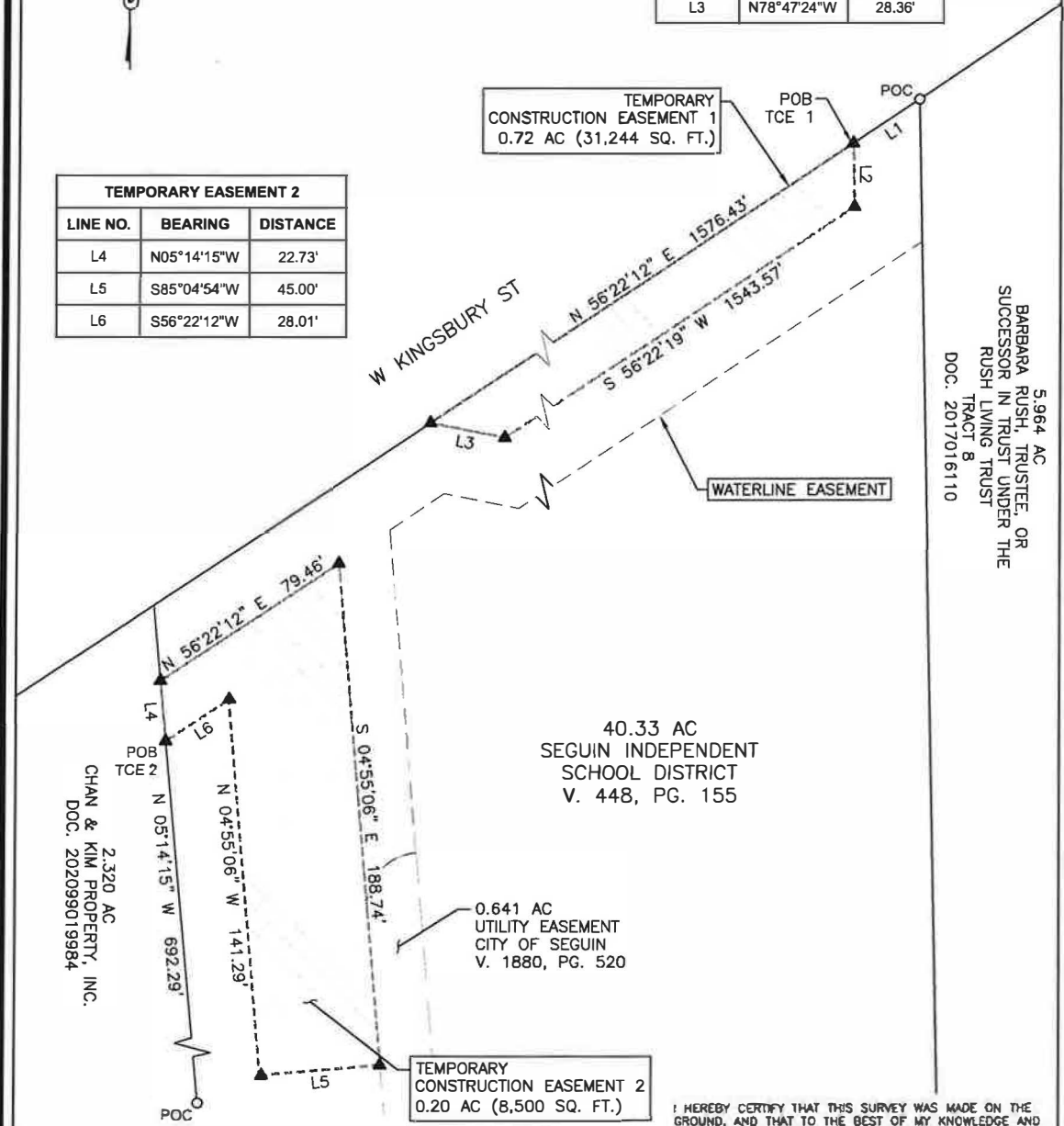
Temporary Easement Depictions

Scale: 1" = 50'



TEMPORARY EASEMENT 1		
LINE NO.	BEARING	DISTANCE
L1	S56°22'12"W	29.62'
L2	S01°12'02"E	23.76'
L3	N78°47'24"W	28.36'

TEMPORARY EASEMENT 2		
LINE NO.	BEARING	DISTANCE
L4	N05°14'15"W	22.73'
L5	S85°04'54"W	45.00'
L6	S56°22'12"W	28.01'



2,320 AC
CHAN & KIM PROPERTY, INC.
DOC. 202099019984

LEGEND:

- 1/2" IRON ROD FOUND
- ▲ CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT



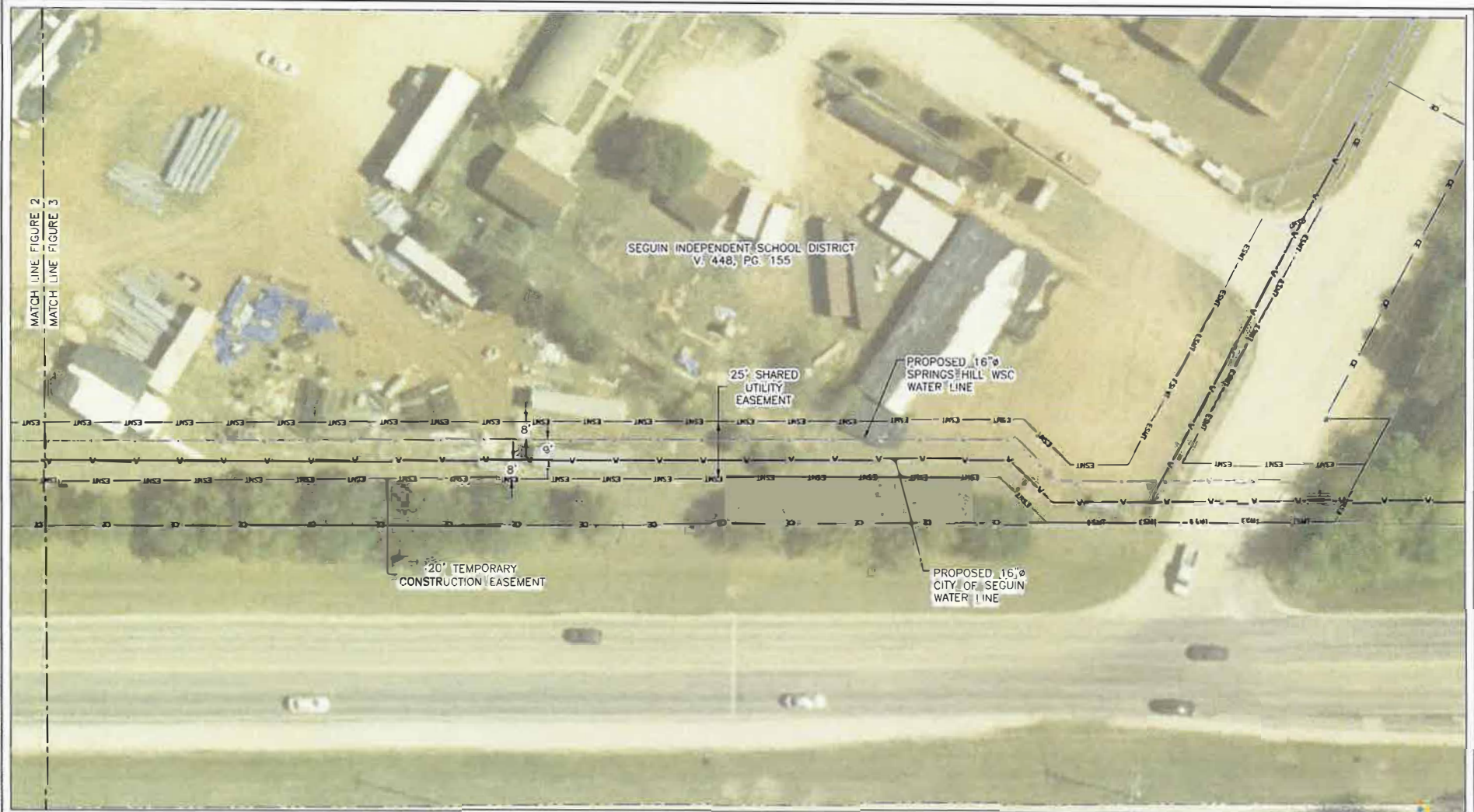
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

John M. Hickman
JOHN MARK HICKMAN
REGISTERED PROFESSIONAL LAND SURVEYOR
7001
TEXAS REGISTRATION NO.
JOB # SISD-40.33 AC
DATE: 7/17/24

EXHIBIT B 3 OF 3	0.72 AC (31,244 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT 1	CITY OF SEGUIN IH-10 AND FM 464 WATERLINE EXTENSION	DRAWN BY: PME	PREPARED BY: Tribhydro Texas Survey Firm 10194320 1672 Independence Dr., Ste 315 New Braunfels, Texas 78132 (P) 830625 0337 (F) 830626 3601
	0.20 AC (8,500 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT 2 OWNER: SEGUIN INDEPENDENT SCHOOL DISTRICT		CHECKED BY: JMH	
			DATE: 7/17/2024	
			SCALE: AS SHOWN	
			FILE: SISD-40.33 AC	

EXHIBIT C

Construction Profile and Tree Survey



EXPLANATION

EXISTING

- TREE
- PROPERTY LINE
- EASEMENT

PROPOSED

- CITY OF SEGUIN WATER LINE
- SHWSC WATER LINE
- TEMPORARY CONSTRUCTION EASEMENT
- EASEMENT



Texas Engineering Firm F-131
 Texas Survey Firm 10194220
 Austin New Braunfels
 5508 Highway 290 Wood Suite 201 1672 Independence Dr. Ste 315
 Austin, Texas 78735 New Braunfels, Texas 78132
 (P) 512.442.3008 (F) 307.725.7729 (P) 817.616.3548 (F) 817.616.3544
 www.trihydro.com

FIGURE 3

SEGUIN ISD EASEMENT EXHIBIT
IH-10 AND FM 464 WATER LINE EXTENSION
SEGUIN ECONOMIC DEVELOPMENT CORPORATION
SEGUIN, TEXAS

Drawn By: JDM | Checked By: HC | Scale: 1" = 40' | Date: 7/18/2024