

CITY OF JOHNSON CITY

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JOHNSON CITY APPROVING AND AUTHORIZING THE DONATION OF A PORTION OF A MUNICIPAL STREET, *i.e.*, AVENUE D, TO THE JOHNSON CITY INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR TERMINATION OF THE LEASE AGREEMENT BETWEEN THE CITY AND THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE

RECITALS

WHEREAS, Texas Local Government Code Section 272.001(l) authorizes the City of Johnson City ("City") to donate municipal land to the Johnson City Independent School District ("District") as long as the land is used for a public purpose benefiting the public interest; and

WHEREAS, in 1995, the City and the District entered into a long-term lease of that portion of Avenue D, which both sides adjoin school property, for use by the District for educational purposes; and

WHEREAS, the District petitioned the City Council to close and donate that portion of the street for continued use for educational purposes; and

WHEREAS, the City Council finds that the District's use meets the public purpose requirement under statute, and that the donation is feasible and in accordance with statute.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City:

Section 1. Findings of Fact

The foregoing recitals are adopted as facts and are incorporated fully herein.

Section 2. Approval

The City Council of the City of Johnson City hereby approves and authorizes the donation to the District of that property, a portion of Avenue D legally described in the Donation Agreement between the City and the District, attached hereto as "Attachment A" and incorporated fully herein.

Section 3. Authorization

The Mayor of the City is hereby authorized to execute, on behalf of the City, the Donation Agreement, and at the appropriate time pursuant to the Agreement, the Donation Deed contained within the Agreement.

Section 4. Termination of Lease

The City Council hereby terminates the Lease Agreement of October 1, 1995 between the City and the District on transfer of the property to the District.

Section 5. Severability and Repealer

All Resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein. Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 6. Effective Date

This Resolution shall be effective immediately upon passage and approval.

PASSED AND APPROVED this, the _____ day of _____, 2022,
by a majority vote of the City Council of Johnson City, Texas.

CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Attest:

Whitney Walston
City Secretary

REAL ESTATE DONATION AGREEMENT

Between the

City of Johnson City and the

Johnson City Independent School District

Date: _____

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("Agreement") is entered into by and between the City of Johnson City, Texas, a Type A General Law Municipality of the State of Texas ("Donor") and the Johnson City Independent School District ("Recipient"; "District"), individually the Party and collectively, the Parties, for the donation of a municipal street by the Donor to the Recipient.

1. The Parties.

Donor: CITY OF JOHNSON CITY, TEXAS
P.O. Box 369 / 303 E. Pecan Drive
Johnson City, Texas 78636
Phone: (830) 868-7111

Recipient: JOHNSON CITY INDEPENDENT SCHOOL DISTRICT
P.O. Box 498 / 304 North LBJ Drive
Johnson City, Texas 78636
Phone: (830) 868-7410

2. Property. The Property to be donated is a portion of Avenue D in the City of Johnson City and consists of a 0.200 of an acre tract of land out of the James Fentress Survey No. 171, Abstract No. 193, situated in Blanco County, Texas, a plat of record in Volume 4, Page 117 of the deed records of said County, and more fully described in the survey description contained in the Donation Deed, "Exhibit B", attached hereto and incorporated fully herein.

3. Donation. The Property is to be donated pursuant to Texas Local Government Code 272.0001(l) ("Statute"). Donor agrees to donate and convey the Property to Recipient, and Recipient agrees to accept the donation of the Property. The promises by Recipient and Donor stated in this Agreement are the consideration for this Agreement.

4. Public Purpose. In accordance with Statute, the Property is to be used for a public purpose, *i.e.*, public education. The Parties agree that Recipient's use of the property shall be to benefit and serve the public interest by furthering public education in the community.

5. Reverter. The Parties agree that the Donation Deed shall contain a fee simple determinable condition pursuant to Statute to assure that title and possession of the Property will revert to the Donor if the Recipient ceases to use the land for the stated public purpose.

6. Approval and Effective Date of Agreement. The Parties agree that this Agreement shall become binding upon formal acceptance and approval by the authority of each respective entity. This agreement shall be effective on the date ("Effective Date") of the last of the signatures by each Party.

7. Transfer Process.

A. Deadlines.

- i. Delivery of Title Commitment: thirty (30) days after the Effective Date.
- ii. Delivery of Survey: thirty (30) days after the Effective Date.

- iii. Delivery of legible copies of instruments referenced in the Title Commitment, if any, and Survey: thirty-five (35) days after the Effective Date.
- iv. Delivery of Title Objections: ten (10) days after receipt of the Title Commitment, Survey, and legible copies of the instruments referenced therein.

B. Documents at closing:

- i. By Donor: Executed Donation Deed; and Resolution evidencing Donor's authority to conduct donation.
- ii. By Recipient: Resolution evidencing Recipient's authority to accept donation.

C. Title and Survey

- i. Review of Title. Recipient is advised and understands that it should either have the abstract covering the Property examined by an attorney of Recipient's own selection or be furnished with or obtain a policy of title insurance at its own expense.
- ii. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Agreement. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Recipient.
- iii. Survey. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a licensed surveyor.
- iv. Title Objections. Upon receipt of the Title, Recipient shall advise Donor of objections, if any, and Donor shall have fifteen (15) days, unless extended by the Parties, to cure. If objections are not cured, the Parties may agree to terminate this Agreement.

D. Closing. This transaction will close at the Title Company's offices at which time the Parties shall execute and deliver the Closing Documents. The Title Company shall issue the Title Policy to Recipient as soon as practicable after closing.

E. Transaction Costs. Recipient will pay all charges for the Title Policy including the escrow fee, if any, costs to prepare the deed, costs to obtain, deliver, and record all documents with Blanco County, survey costs, and Recipient's legal costs and attorney's fees.

8. Representations. The Donor's and Recipient's representations stated in "Exhibit A", attached hereto and incorporated fully herein, are true and correct as of the Effective Date.

9. Possession and Use of Property. The Parties acknowledge that the Recipient District has had possession of the Property pursuant to that Lease Agreement of October 1, 1995, and that the Property is currently being used by the District for educational purposes. The Parties agree that this use shall continue uninterrupted after the donation transfer.

10. No Recording of Agreement. The Parties agree that recording of this Agreement is not necessary and only the Donation Deed shall be recorded at the property records of Blanco County.

11. Ad Valorem Taxes. No *ad valorem* taxes have been assessed or exist on the Property.

12. Notices. All required notices shall be in writing and delivered either in person or deposited in the United States mail, postage prepaid, addressed to the Parties at the addresses provided herein. Either Party may change such address from time to time by providing written notice to the other. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.

13. Entire Agreement. This Agreement, together with its exhibits, and any Closing Documents delivered at closing, constitute the entire agreement of the Parties. There are no oral representations, warranties, agreements, or promises not incorporated in writing in this Agreement.

14. Amendment. This Agreement may be amended only in writing signed by the parties.

15. Assignment. This Agreement may not be assigned without the express prior written consent of the other Party.

16. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Texas. Venue shall lie in Blanco County, Texas.

17. Waiver of Default. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

18. No Third-Party Beneficiaries; No Relationship. There are no third-party beneficiaries of this Agreement. This Agreement does not, nor is it intended to, create any partnership or joint venture between the Parties.

19. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

20. Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

21. Counterparts. If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

22. Exhibits. The following exhibits are attached hereto and are incorporated fully herein:

Exhibit A	Representations; "As is, Where is"
Exhibit B	Donation Deed with Survey

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, with this Agreement to be effective as of the date of the last signature.

(SIGNATURE PAGE FOLLOWS.)

DONOR: CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Date: _____

Attest:

Whitney Walston, City Secretary

Date: _____

RECIPIENT: JOHNSON CITY INDEPENDENT SCHOOL DISTRICT

Richard Kolek, Superintendent

Date: _____

Title Company acknowledges receipt of this Agreement executed by both Recipient and Donor.

Title Company: _____
Address: _____
By: _____
Date: _____
Name: _____
Printed Name: _____
Title: _____

REPRESENTATIONS; AS IS, WHERE IS

A. Parties Representations. To the best of each Party's current, actual knowledge, each Party hereby makes the following representations and warranties:

1. Except for Lease of October 1, 1995, there are no parties other than the District in possession of the Property and there are no other leases affecting the Property.
2. There are no actions, suits or proceedings pending or, threatened or asserted against Donor affecting any portion of the Property.
3. Donor has not received any notice of any pending or threatened condemnation action or similar proceeding with respect to the Property or any portion thereof.
4. Donor has not received any actual notice of any breach or violation of (i) any legal requirement, code, ordinance, regulation, order, decree, law or statute pertaining to the Property or any portion thereof, including those pertaining to zoning, environmental, health and/or safety matters; or (ii) breach or violation of any private declaration, covenant, restriction, easement or other agreement affecting any portion of the Property.
5. Donor, as a Texas general law municipality, has all requisite power and authority to enter into this Agreement.
6. There are no unpaid bills or claims as to the Property.
7. No portion of the Property is subject to service contracts, maintenance agreements, management agreements or other contracts.
8. There are no actions, lawsuits, claims of liens, or proceedings pending, or, knowledge, threatened against (a) any portion of the Property, or (b) affecting Donor, which if determined adversely, would affect its ability to perform its obligations hereunder.
9. Each party has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents have been duly and validly authorized and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument.
10. No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by each Party of this Agreement or the performance of its obligations hereunder.
11. Donor has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Donor's creditors; (c) suffered the appointment of a receiver to take possession of all or substantially all of Donor's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Donor's assets; (e) admitted in writing its inability to pay its debts as they come due; or, (f) made an offer of settlement, extension or composition to its creditors generally.
12. Neither the execution, delivery, or performance of this Agreement, (a) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under any law or any order, writ, injunction or decree of any court or governmental authority; or, (b) results in the creation or imposition of any lien, charge or encumbrance upon the property pursuant to any such agreement or instrument.
13. Donor has not entered into any material commitments or agreements with any governmental authorities or agencies affecting the Property, except as provided in the Property Information.
14. There are no debts, claims, or other liabilities or obligations relating to the Property.
15. Stormwater can be discharged offsite the property, without the need for onsite detention, or offsite improvements. The Property is not, and shall not be, subject to water drainage from adjacent land.

16. *No Other Representation.* Each Party shall promptly notify the other prior to closing if any representation contained in this Agreement is no longer correct.

B. "As Is, Where Is"

1. **IT IS A MATERIAL TERM AND CONDITION OF THE SALE THAT THE PROPERTY SHALL BE DONATED "AS IS, WHERE IS, WITH ALL FAULTS, AND THAT RECIPIENT SHALL ACCEPT THE PROPERTY IN THIS CONDITION.**
2. **DONOR DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF.**
3. **DONOR EXPRESSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY INFORMATION PROVIDED BY ANY TITLE COMPANY, GOVERNMENTAL ENTITY, SURVEYOR, OR ANY OTHER SOURCE. RECIPIENT SHALL CONDUCT AT ITS DISCRETION ITS OWN INDEPENDENT DETERMINATION OF THE CONDITION, MERCHANTABILITY, FITNESS AND USABILITY OF THE PROPERTY FOR THE RECIPIENT'S PURPOSES, INCLUDING ENVIRONMENTAL, TITLE AND ACCESS MATTERS; AND RECIPIENT WILL RELY SOLELY ON SUCH DETERMINATION IN ACQUIRING THE PROPERTY.**

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.

DONATION DEED

Date: _____

Grantor: CITY OF JOHNSON CITY, TEXAS

Grantor's Mailing Address: P.O. Box 369
Johnson City, Texas 78636

Grantee: JOHNSON CITY INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address: P.O. Box 498
Johnson City, TX 78636

Consideration: Donation.

Property: All of that certain parcel of land in Blanco County being more particularly described in surveys, FN-22-7259 and FN-22-7259-WL Easement, and dated September 15, 2022, in Exhibit A ("Property"), attached hereto and incorporated fully herein, as follows: A 0.200 of an acre tract of land out of the James Fentress Survey No. 171, Abstract No. 193, Situated in Blanco County, Texas; being a portion of Avenue D in the City of Johnson City, a plat of record in Volume 4, Page 117, of the deed records of said County.

Right of Reversion: IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee uses the Property for a public purpose, *i.e.*, education, in accordance with Texas Local Government Code Section 272.001(l), provided however, should Grantee cease to use the land in carrying out the public purpose, the title and right to possession of the Property shall revert to Grantor.

Reservations from Conveyance: This conveyance is made by Grantor and accepted by Grantee subject to the following: a fifteen (15) foot utility easement for municipal water and sewer lines as depicted in the survey. Grantor reserves the rights of ingress and egress to the easement for the purpose of maintaining and developing the utility lines contained therein. Grantee acknowledges that such access is necessary and in the interest of public safety or required by applicable local municipal, county, or state requirements. No improvements shall be constructed on the Property by Grantee which shall interfere with the Grantor's rights for continued operation and management of the municipal utility lines.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, if any, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and

to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR: CITY OF JOHNSON CITY, TEXAS

Signature

Printed Name and Title

Attest:

Signature

Printed Name and Title

Acknowledgement

State of Texas
County of Blanco

This instrument was acknowledged before me on _____, 2022

by _____,

of the City of Johnson City, Texas.

Notary Public Signature

Return Certified Copy to:

Grantor:
City of Johnson City
Attn: Chief Administrative Officer
P.O. Box 369
Johnson City, Texas 78636

Grantee:
Johnson City Independent School District
Attn: Richard Kolek, Superintendent
P.O. Box 498
Johnson City, Texas 78636

PROPERTY SURVEY DESCRIPTION AND MAP

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

0.200 OF AN ACRE
CITY OF JOHNSON CITY

FN-22-7259
SEPTEMBER 15TH, 2022

A DESCRIPTION OF A 0.200 OF AN ACRE TRACT OF LAND OUT OF THE JAMES FENTRESS SURVEY NO. 171, ABSTRACT NO. 193, SITUATED IN BLANCO COUNTY, TEXAS; BEING A PORTION OF AVENUE D IN THE CITY OF JOHNSON CITY, A PLAT OF RECORD IN VOLUME 4, PAGE 117 OF THE DEED RECORDS OF SAID COUNTY; SAID 0.200 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an "X" cut in concrete at the point of intersection of the south line of 6th Street with the west line of said Avenue D as shown on said Plat, being at the northeast corner of Block 44, for the northwest corner hereof;

THENCE with the said west line of Avenue D, S 01 ° 04' 23" E, a distance of 133.39 feet to a 3/8 inch iron rod (w/ plastic cap stamped RPLS 4542) set for the southwest corner hereof;

THENCE crossing over said Avenue D, N 88 ° 54' 26" E, a distance of 63.17 feet to a 3/8 inch iron rod (w/ plastic cap stamped RPLS 4542) set on the east line of Avenue D and west line of Block 103 as shown on said Plat, a 1/2 inch iron rod found on May 20th, 2020 had been removed, for the southeast corner hereof;

THENCE with the said east line of Avenue D, N 00 ° 11' 15" E (GPS BASE BEARING), a distance of 136.24 feet to an "X" cut in concrete at the intersection with said south line of 6th Street, a 3/8 inch iron rod (w/ plastic cap stamped RPLS 4542) set on May 20th, 2020 had been removed, at the northwest corner of said Block 103, for the northeast corner hereof;

THENCE crossing over said Avenue D, S 86 ° 27' 58" W, a distance of 66.23 feet to the **POINT OF BEGINNING**, containing 0.200 of an acre of land, more or less.

I, Dale Allen Sultemeler, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 WEST MAIN, SUITE 102
Fredericksburg, Texas 78624



Dale Allen Sultemeler
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

CENTERLINE OF A 15 FT. WIDE STRIP/
PROPOSED WATER LINE SEWER EASEMENT - SEGMENTS A & B
CITY OF JOHNSON CITY

FN-22-7259-WL EASEMENT
SEPTEMBER 15TH, 2022

A DESCRIPTION OF A 15 FOOT WIDE STRIP OF LAND OUT OF THE JAMES FENTRESS SURVEY NO. 171, ABSTRACT NO. 193, SITUATED IN BLANCO COUNTY, TEXAS; BEING A PORTION OF AVENUE D IN THE CITY OF JOHNSON CITY, A PLAT OF RECORD IN VOLUME 4, PAGE 117 OF THE DEED RECORDS OF SAID COUNTY AND BEING PART OF A 0.200 OF AN ACRE TRACT THIS DAY SURVEYED; SAID 15 FOOT WIDE STRIP BEING A PROPOSED WATER LINE EASEMENT, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at a 3/8 Inch Iron rod (w/ plastic cap stamped RPLS 4542) set on the west line of Avenue D and east line of Block 44 as shown on said Plat, being at the southwest corner of the said 0.200 of an acre tract

THENCE crossing over said Avenue D with the south line of the said 0.200 of an acre tract, N 88° 54' 26" E, a distance of 34.01 feet to the POINT OF BEGINNING of the centerline of Segment A of the herein described 15 Foot Wide Strip;

THENCE continuing over and across said Avenue D and the said 0.200 of an acre tract with the said centerline of Segment A of the herein described 15 Foot Wide Strip, N 01° 22' 33" W, at a distance of a distance of 123.81 feet the POINT OF BEGINNING of the centerline of Segment B, continuing for a total distance of 134.81 feet to north line of the said 0.200 of an acre tract, for the north end and POINT OF TERMINATION of the centerline of said Segment A of the herein described 15 Foot Wide Strip, whence an "X" cut in concrete at the northeast corner of said Block 44 bears S 86° 27' 58" W, a distance of 33.33 feet.

TOGETHER WITH SEGMENT B:

BEGINNING AT THE ABOVE MENTIONED POINT OF BEGINNING:

THENCE with the centerline of said Segment B of the herein described 15 Foot Wide Strip, N 88° 07' 16" W, a distance of 33.40 feet to the said west line of Avenue D and east line of Block 44, for the west end and POINT OF TERMINATION of the centerline of said Segment B, whence the said "X" cut in concrete at the northeast corner of Block 44 bears N 01° 04' 23" W, a distance of 7.85 feet.

I, Dale Allen Sultemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 102
Fredericksburg, Texas 78624



A handwritten signature in blue ink that reads "Dale Allen Sultemeier".

Dale Allen Sultemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00

TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

**CENTERLINE OF A 15 FT. WIDE STRIP/
PROPOSED SANITARY SEWER LINE EASEMENT
CITY OF JOHNSON CITY**

**FN-22-7259-SS EASEMENT
SEPTEMBER 15TH, 2022**

A DESCRIPTION OF A 15 FOOT WIDE STRIP OF LAND OUT OF THE JAMES FENTRESS SURVEY NO. 171, ABSTRACT NO. 193, SITUATED IN BLANCO COUNTY, TEXAS; BEING A PORTION OF AVENUE D IN THE CITY OF JOHNSON CITY, A PLAT OF RECORD IN VOLUME 4, PAGE 117 OF THE DEED RECORDS OF SAID COUNTY AND BEING PART OF A 0.200 OF AN ACRE TRACT THIS DAY SURVEYED; SAID 15 FOOT WIDE STRIP BEING A PROPOSED SANITARY SEWER LINE EASEMENT, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at a 3/8 inch Iron rod (w/ plastic cap stamped RPLS 4542) set on the west line of Avenue D and east line of Block 44 as shown on said Plat, being at the southwest corner of the said 0.200 of an acre tract

THENCE crossing over said Avenue D with the south line of the said 0.200 of an acre tract, N 88° 54' 26" E, a distance of 28.53 feet to the **POINT OF BEGINNING** of the centerline of the herein described 15 Foot Wide Strip;

THENCE continuing over and across said Avenue D and the said 0.200 of an acre tract with the centerline of the herein described 15 Foot Wide Strip, N 00° 55' 27" W, a distance of 134.62 feet to north line of the said 0.200 of an acre tract, for the north end and **POINT OF TERMINATION** of the centerline of the herein described 15 Foot Wide Strip, whence an "X" cut in concrete at the northeast corner of said Block 44 bears S 86° 27' 58" W, a distance of 28.91 feet.

I, Dale Allen Sulstemeier, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying plat were prepared from an on the ground survey performed under my direction and supervision.

**SULTEMEIER SURVEYING &
ENGINEERING, LLC
501 West Main, Suite 102
Fredericksburg, Texas 78624**



A handwritten signature in blue ink that reads "Dale Allen Sulstemeier".

**Dale Allen Sulstemeier
Registered Professional Land
Surveyor
No. 4542 - State of Texas**