November 10, 2020
Called Meeting
6:00 PM

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1. **Call to Order**
2. **Roll Call**
3. **Closed Session**
    1. Adjourn to closed session pursuant to Texas Government Code Section 551.074, Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, specifically to include the Superintendent's evaluation; 551.071, Consultation with the Board's attorney; and 551.072, Real Property.
4. **Reconvene**
    1. Reconvene to Open Session
5. **Meeting Opening**
    1. Prayer
    2. Pledges
6. **Public Comments**
    1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda. Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.
7. **Business Items Requiring Board Action**
    1. Consideration & Approval of the City of Mansfield Permanent Drainage Easement at Pond Located on Mary Lillard Intermediate School Property — 2
    2. Consideration & Approval of a Temporary Construction & Drainage Easement Agreement Between Total E&P USA Real Estate, LLC and Mansfield I.S.D. — 9
8. **Work Session**
    1. Lone Star Governance: Quarterly Board Self-Evaluation — 25
9. **Adjourn**

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration & Approval of the City of Mansfield Permanent Drainage Easement at Pond located on Mary Lillard Intermediate School property

DATE: November 10, 2020

ACTION

BACKGROUND:

City requesting permanent drainage easement at the pond located on the northern side of Mary Lillard IS, 1301 N. Day Miar Road.

CONSIDERATION:

That, **MANSFIELD INDEPENDENT SCHOOL DISTRICT** (Grantor), acting by and through the undersigned, their duly authorized representative, of the County of Tarrant, State of Texas, for and in consideration of One Dollar, and other good and valuable considerations paid by the City of Mansfield, a municipal corporation of Tarrant County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said city, its successors and assigns, a **PERMANENT DRAINAGE EASEMENT** and the right to construct, reconstruct and perpetually maintain drainage facilities, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein, and for the purpose of construction, reconstructing and maintaining said drainage facilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Tarrant County, Texas, being described as follows:

Exhibits "A" and "B", attached hereto and made a part hereof.

RECOMMENDATION:

The Superintendent recommends that the Board approve the City of Mansfield Permanent Drainage Easement at Pond located on Mary Lillard Intermediate School property.

RECOMMENDED MOTION:

"Move to adopt the City of Mansfield Permanent Drainage Easement as presented."

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

CITY OF MANSFIELD
PERMANENT DRAINAGE EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

THAT, **MANSFIELD INDEPENDENT SCHOOL DISTRICT (Grantor)**, acting by and through the undersigned, their duly authorized representative, of the County of Tarrant, State of Texas, for and in consideration of ONE DOLLAR, and other good and valuable considerations paid by the City of Mansfield, a municipal corporation of Tarrant County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said City, its successors and assigns, a **PERMANENT DRAINAGE EASEMENT** and the right to construct, reconstruct and perpetually maintain drainage facilities, together with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein, and for the purpose of constructing, reconstructing and maintaining said drainage facilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Tarrant County, Texas, being described as follows:

EXHIBITS "A" and "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the City of Mansfield, its successors and assigns.

WITNESS MY HAND, this the ____ day of _____, 2020.

MANSFIELD INDEPENDENT SCHOOL DISTRICT

_____
By:

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2020.

_____
Notary Public in and for The State of Texas
Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION
PERMANENT DRAINAGE EASEMENT

BEING 4.179 acres of land located in Lot 1, Block 1, H. BRANDENBURG ADDITION, to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7944, of the Plat Records of Tarrant County, Texas. Said 4.179 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point lying in the North boundary line of said Lot 1, Block 1, and the South right-of-way line of East Broad Street, being located N 59° 36' 41" E 642.63 feet, from a ½" iron rod found at the Northeast corner of said Lot 1;

THENCE along the North boundary line of said Lot 1, Block 1, and the South right-of-way line of said East Broad Street, as follows:

1. N 59° 36' 41" E 142.93 feet, to a point;
2. N 64° 09' 06" E 100.34 feet, to a point;
3. N 59° 29' 29" E 94.60 feet, to a point at the beginning of a non-tangent curve to the right;

THENCE SOUTHEASTERLY 17.88 feet, along said curve to the right, having a radius of 30.00 feet, a central angle of 34° 08' 56", and a chord bearing S 46° 26' 38" E 17.62 feet, to a point at the end of said curve;

THENCE S 29° 22' 10" E 26.99 feet, to a point;

THENCE N 59° 35' 14" E 41.17 feet, to a point;

THENCE N 29° 22 10" W 44.00 feet, to a point lying in the North boundary line of aforesaid Lot 1, Block 1, and the South right-of-way line of said East Broad Street;

THENCE along the North boundary line of said Lot 1, Block 1, and the South right-of-way line of East Broad Street, as follows:

1. N 59° 29' 29" E 19.05 feet, to a point;
2. N 29° 29' 24" E 15.16 feet, to a point;
3. N 59° 36' 41" E 39.54 feet, to a point;
4. N 63° 48' 22" E 150.40 feet, to a point;
5. N 59° 36' 41" E 180.00 feet, to a point;
6. S 74° 53' 49" E 28.04 feet, to a point at the intersection of the South right-of-way line of East Broad Street and the West right-of-way line of Day Miar Road, and the North boundary line of Lot 1, Block 1, and the East boundary line of said Lot 1, Block 1;

THENCE S 29° 24' 19" E 380.88 feet, along the East boundary line of said Lot 1, Block 1, and the West right-of-way line of said Day Miar Road, to a point;

THENCE S 60° 33' 41" W 55.54 feet, to a point;

THENCE S 29° 03' 42" E 47.39 feet, to a point;

THENCE N 60° 33' 41" E 55.82 feet, to a point lying in the East boundary line of said Lot 1, Block 1, and the West right-of-way line of said Day Miar Road;

THENCE S 29° 24' 19" E 449.25 feet, along the East boundary line of said Lot 1, Block 1, and the West right-of-way line of said Day Miar Road, to a point;

THENCE S 60° 35' 23" W 53.56 feet, to a point;

THENCE S 28° 55' 59" E 49.91 feet, to a point;

THENCE S 60° 35' 23" W 15.00 feet, to a point;

THENCE N 28° 55' 59" W 49.91 feet, to a point;

THENCE S 60° 35' 23" W 49.73 feet, to a point at the beginning of a curve to the right;

THENCE NORTHWESTERLY 47.15 feet, along said curve to the right, having a radius of 30.00 feet, a central angle of 90° 02' 50", and a chord bearing N 74° 23' 11" W 42.44 feet, to a point at the end of said curve;

THENCE N 29° 21' 46" W 83.58 feet, to a point at the beginning of a curve to the right;

THENCE NORTHWESTERLY 23.14 feet, along said curve to the right, having a radius of 65.00 feet, a central angle of 20° 23' 49", and a chord bearing N 19° 09' 52" W 23.02 feet, to a point at the end of said curve;

THENCE N 08° 57' 58" W 40.52 feet, to a point at the beginning of a curve to the left;

THENCE NORTHWESTERLY 103.10 feet, along said curve to the left, having a radius of 290.00 feet, a central angle of 20° 22' 12", and a chord bearing N 19° 09' 04" W 102.56 feet, to a point at the end of said curve;

THENCE N 29° 20' 10" W 144.11 feet, to a point at the beginning of a curve to the right;

THENCE NORTHEASTERLY 47.07 feet, along said curve to the right, having a radius of 30.00 feet, a central angle of 89° 53' 51", and a chord bearing N 15° 36' 46" E 42.39 feet, to a point at the end of said curve;

THENCE N 60° 33' 41" E 15.75 feet, to a point;

THENCE N 29° 03' 42" W 47.39 feet, to a point;

THENCE S 60° 33' 41" W 34.13 feet, to a point at the beginning of a curve to the right;

THENCE NORTHWESTERLY 26.14 feet, along said curve the right, having a radius of 30.00 feet, a central angle of 49° 55' 04", and a chord bearing N 54° 24' 51" W 25.32 feet, to a point at the end of said curve;

THENCE N 29° 23' 14" W 137.93 feet, to a point at the beginning of a curve to the left;

THENCE NORTHWESTERLY 203.80 feet, along said curve to the left, having a radius of 130.00 feet, a central angle of 89° 49' 14", and a chord bearing N 74° 16' 11" W 183.56 feet, to a point at the end of said curve;

THENCE S 60° 49' 12" W 152.05 feet, to a point at the beginning of a curve to the right;

THENCE NORTHWESTERLY 47.02 feet, along said curve to the right, having a radius of 30.00 feet, a central angle of 89° 48' 38", and a chord bearing N 74° 16' 29" W 42.36 feet, to a point at the end of said curve;

THENCE N 29° 22' 10" W 21.46 feet, to a point;

THENCE S 59° 35' 14" W 41.17 feet, to a point;

THENCE S 29° 22' 10" E 21.11 feet, to a point at the beginning of a curve to the right;

THENCE SOUTHWESTERLY 47.13 feet, along said curve to the right, having a radius of 30.01 feet, a central angle of 89° 58' 08", and a chord bearing S 15° 38' 36" W 42.44 feet, to a point at the end of said curve;

THENCE S 60° 39' 23" W 106.67 feet, to a point at the beginning of a curve to the left;

THENCE SOUTHWESTERLY 89.81 feet, along said curve to the left, having a radius of 260.00 feet, a central angle of 19° 47' 25", and a chord bearing S 50° 45' 40" W 89.36 feet, to a point at the end of said curve;

THENCE S 40° 51' 58" W 111.44 feet, to a point at the beginning of a curve to the right;

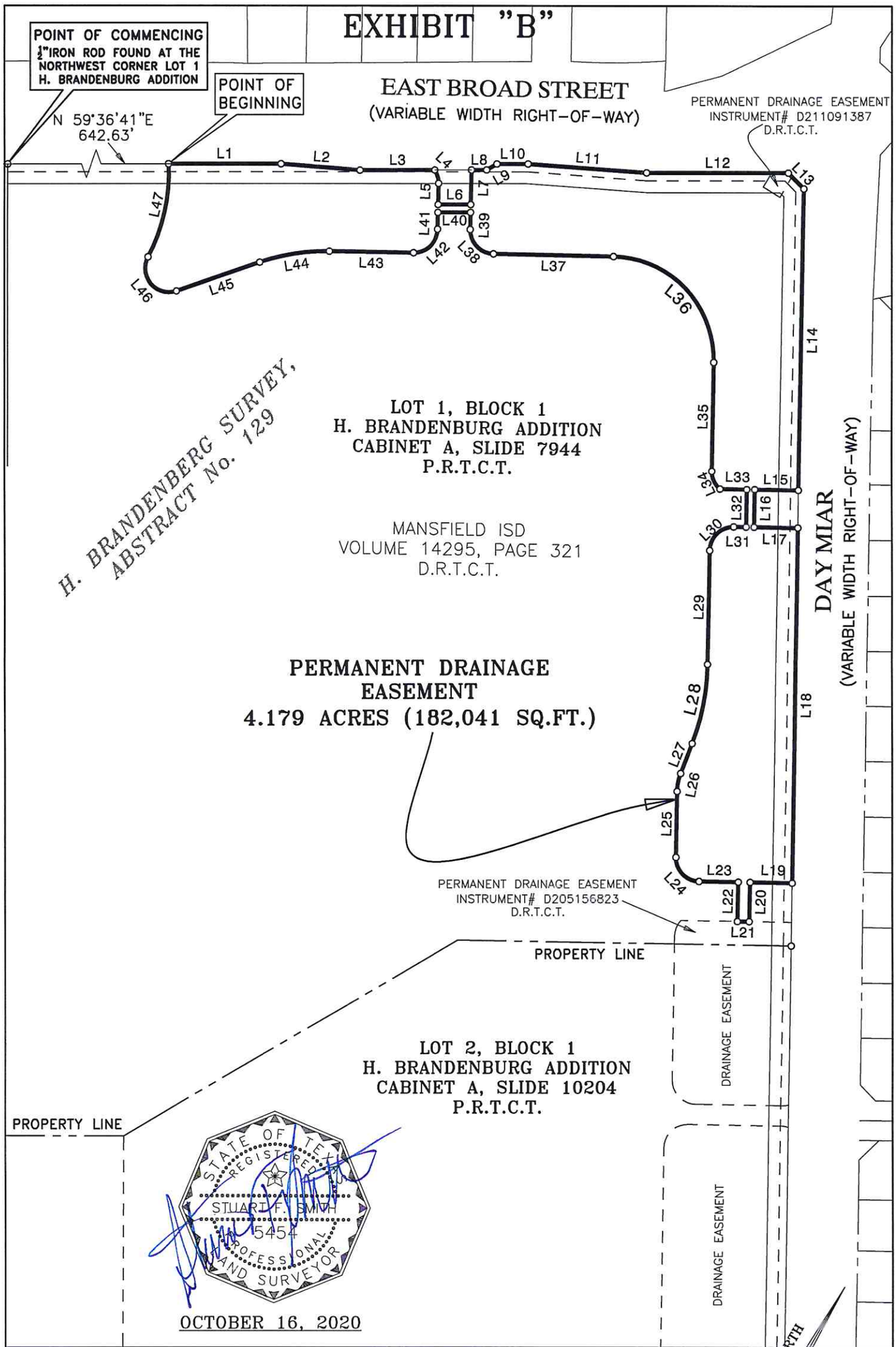
THENCE NORTHWESTERLY 71.67 feet, along said curve to the right, having a radius of 30.00 feet, a central angle of 136° 52' 58", and a chord bearing N 70° 41' 33" W 55.80 feet, to a point at the end of said curve and the beginning of another curve to the left;

THENCE NORTHWESTERLY 121.60 feet, along said curve to the left, having a radius of 220.90 feet, a central angle of 31° 32' 20", and a chord bearing N 18° 01' 14" W 120.07 feet, to the POINT OF BEGINNING containing 4.179 acres (182,041 square feet) of land.

STATE OF TEXAS
REGISTERED
STUART F. SMITH
5754
PROFESSIONAL
LAND SURVEYOR

10/16/20

EXHIBIT "B"



BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
(817) 926-0211 – METRO (817) 429-5112
FAX No. (817) 926-9347
P.O. BOX 11374 * 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com

PERMANENT DRAINAGE EASEMENT
4.179 ACRES OF LAND
LOCATED IN
LOT 1, BLOCK 1, H. BRANDENBURG ADDITION ALSO BEING LOCATED IN THE H. BRANDENBERG SURVEY ABSTRACT No. 129, MANSFIELD, TARRANT COUNTY, TEXAS

SCALE 1"=150'

(CRC) G:\CHAD\PROJECTS\Su\MAN_GRAND_MEADOWS\MAN_GRAND_MEADOWS_TCE A&B_BARKSDALE_TRACT.DWG

EXHIBIT "B"

Course	Bearing	Distance
L1	N 59°36'41" E	142.93'
L2	N 64°09'06" E	100.34'
L3	N 59°29'29" E	94.60'
L4	Rad: 30.00' Tan: 9.21' Chd: S 46°26'38" E	Arc: 17.88' CA: 34°08'56" 17.62'
L5	S 29°22'10" E	26.99'
L6	N 59°35'14" E	41.17'
L7	N 29°22'10" W	44.00'
L8	N 59°29'29" E	19.05'
L9	N 29°29'24" E	15.16'
L10	N 59°36'41" E	39.54'
L11	N 63°48'22" E	150.40'
L12	N 59°36'41" E	180.00'
L13	S 74°53'49" E	28.04'
L14	S 29°24'19" E	380.88'
L15	S 60°33'41" W	55.54'
L16	S 29°03'42" E	47.39'
L17	N 60°33'41" E	55.82'
L18	S 29°24'19" E	449.25'
L19	S 60°35'23" W	53.56'
L20	S 28°55'59" E	49.91'
L21	S 60°35'23" W	15.00'
L22	N 28°55'59" W	49.91'
L23	S 60°35'23" W	49.73'
L24	Rad: 30.00' Tan: 30.02' Chd: N 74°23'11" W	Arc: 47.15' CA: 90°02'50" 42.44'
L25	N 29°21'46" W	83.58'
L26	Rad: 65.00' Tan: 11.69' Chd: N 19°09'52" W	Arc: 23.14' CA: 20°23'49" 23.02'
L27	N 08°57'58" W	40.52'
L28	Rad: 290.00' Tan: 52.10' Chd: N 19°09'04" W	Arc: 103.10' CA: 20°22'12" 102.56'
L29	N 29°20'10" W	144.11'
L30	Rad: 30.00' Tan: 29.95' Chd: N 15°36'46" E	Arc: 47.07' CA: 89°53'51" 42.39'
L31	N 60°33'41" E	15.75'
L32	N 29°03'42" W	47.39'
L33	S 60°33'41" W	34.13'
L34	Rad: 30.00' Tan: 13.96' Chd: N 54°24'51" W	Arc: 26.14' CA: 49°55'04" 25.32'
L35	N 29°23'14" W	137.93'
L36	Rad: 130.00' Tan: 129.59' Chd: N 74°16'11" W	Arc: 203.80' CA: 89°49'14" 183.56'
L37	S 60°49'12" W	152.05'
L38	Rad: 30.00' Tan: 29.90' Chd: N 74°16'29" W	Arc: 47.02' CA: 89°48'38" 42.36'
L39	N 29°22'10" W	21.46'
L40	S 59°35'14" W	41.17'
L41	S 29°22'10" E	21.11'
L42	Rad: 30.01' Tan: 30.00' Chd: S 15°38'36" W	Arc: 47.13' CA: 89°58'08" 42.44'
L43	S 60°39'23" W	106.67'
L44	Rad: 260.00' Tan: 45.35' Chd: S 50°45'40" W	Arc: 89.81' CA: 19°47'25" 89.36'
L45	S 40°51'58" W	111.44'
L46	Rad: 30.00' Tan: 75.93' Chd: N 70°41'33" W	Arc: 71.67' CA: 136°52'58" 55.80'
L47	Rad: 220.91' Tan: 62.38' Chd: N 18°01'14" W	Arc: 121.60' CA: 31°32'20" 120.07'

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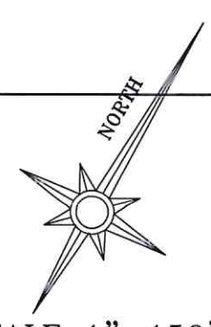
PERMANENT DRAINAGE EASEMENT
4.179 ACRES OF LAND
LOCATED IN
LOT 1, BLOCK 1, H. BRANDENBURG ADDITION ALSO BEING LOCATED IN THE H. BRANDENBERG SURVEY ABSTRACT No. 129, MANSFIELD, TARRANT COUNTY, TEXAS



SCALE 1"=150'

(CRC) G:\CHAD\PROJECTS\Su\MAN_GRAND_MEADOWS\MAN_GRAND_MEADOWS_TCE A&B_BARKSDALE_TRACT.DWG

Board of School Trustees
Mansfield Independent School District

TITLE: Consideration & Approval of a Temporary Construction & Drainage Easement Agreement between Total E&P USA Real Estate, LLC and Mansfield I.S.D.

DATE: November 10, 2020

ACTION

BACKGROUND:

Total E&P USA Real Estate, LLC is the owner of that certain tract of real property located in Mansfield, Texas, more particularly described in Exhibit A attached hereto ("**Grantor Tract**"), which includes an approximately 0.070 acre tract of real property more particularly described in *Exhibit B* attached hereto and shown on *Exhibit B-1* attached hereto ("Drainage Easement Tract").

Mansfield I.S.D. is the owner of that certain approximately 1.923 acre tract of real property located in Mansfield, Texas, located adjacent to a portion of the Grantor Tract and more particularly described in *Exhibit C* attached hereto ("**Grantee Tract**").

CONSIDERATION:

Grantor and Grantee desire to permit Grantee access to the Grantor Tract for the purpose of construction and utilizing a grading improvement in the Drainage Easement Tract, and to permit Grantee's use of such improved grading in the Drainage Easement Tract, for the benefit of the Grantee Tract.

Grantor and Grantee desire to enter into this Agreement to evidence such temporary construction and drainage easements on the terms below.

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor and Grantee agree as follows in attached Agreement.

RECOMMENDATION:

The Superintendent recommends that the Board approve Temporary Construction Easement & Drainage Easement between Total E&) USA Real Estate, LLC and Mansfield I.S.D.

RECOMMENDED MOTION:

"Move to adopt the Temporary Construction Easement & Drainage Easement as presented."

TEMPORARY CONSTRUCTION EASEMENT AND DRAINAGE EASEMENT AGREEMENT

After Recording Return to:

_____

_____

_____

_____

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

This Temporary Construction Easement and Drainage Easement Agreement ("**Agreement**"), is made as of October 30, 2020, between **TOTAL E&P USA REAL ESTATE, LLC** ("**Grantor**"), whose address is 301 Commerce Street, Suite 3701, Fort Worth, Texas, 76102, and **MANSFIELD INDEPENDENT SCHOOL DISTRICT** ("**Grantee**"), whose address is 605 East Broad Street, Mansfield, Texas, 76063.

BACKGROUND

A. Grantor is the owner of that certain tract of real property located in Mansfield, Texas, more particularly described in Exhibit A attached hereto ("**Grantor Tract**"), which includes an approximately 0.070 acre tract of real property more particularly described in Exhibit B attached hereto and shown on Exhibit B-1 attached hereto ("**Drainage Easement Tract**").

B. Grantee is the owner of that certain approximately 1.923 acre tract of real property located in Mansfield, Texas, located adjacent to a portion of the Grantor Tract and more particularly described in Exhibit C attached hereto ("**Grantee Tract**").

C. Grantor and Grantee desire to permit Grantee access to the Grantor Tract for the purpose of constructing and utilizing a grading improvement in the Drainage Easement Tract, and to permit Grantee's use of such improved grading in the Drainage Easement Tract, for the benefit of the Grantee Tract.

D. Grantor and Grantee desire to enter into this Agreement to evidence such temporary construction and drainage easements on the terms below.

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor and Grantee agree as follows:

AGREEMENT

1. **Temporary Construction Easement**. Grantor grants to Grantee a private, temporary, and non-exclusive construction easement over Grantor Tract for the term described below for the following purpose and no other: for Grantee to perform the construction of the grading improvements located in the Drainage Easement Tract as more specifically set forth in Exhibit D attached hereto ("**Improvements**"). The area of the Grantor Tract used by Grantee shall be no larger than is reasonably necessary for the purpose stated above. Grantee hereby agrees to obtain all required permits and governmental approvals for its construction activity so as to meet all regulatory requirements and shall complete all construction in a workmanlike manner. Grantee shall not permit any lien arising from such work by or on behalf of Grantee to accrue against or attach to any portion of the Grantor Tract. Grantee shall not bring, and shall not permit any of its contractors to bring, any hazardous materials onto the Grantor Tract.

    a. Upon completion of construction of the Improvements, Grantee shall promptly clean and restore any part of the Grantor Tract disturbed by its construction activity to as near its natural contour as is reasonably practical, including, but not limited to, any concrete or structural improvements and any landscaping, trees, and other vegetation, to a condition which is substantially the same or better than the condition which existed prior to any exercise by Grantee of the temporary easement rights granted herein. Notwithstanding anything to the contrary, Grantee's obligations to complete the restoration requirements herein shall survive the expiration or earlier termination of this Agreement and the easement(s) granted hereunder. Nothing in this Agreement shall be construed to obligate Grantee to continuously restore Grantor's tract after the initial restoration upon completion of construction of the Improvements.

    The easement(s) granted herein shall automatically terminate upon the earlier of (i) completion of Grantee's obligations under this paragraph, or (ii) 120 days from the date of full execution of this Agreement.

2. **Payment and Performance Bond**. Grantee has secured proof that its contractors have obtained a payment and performance bond insuring that the Improvements will be constructed as set forth herein, that: (a) has been duly issued by a surety licensed to do business in the State of Texas and (b) insures (i) all subcontractors and materialmen have been paid as to any contract for construction in the amount of $25,000 or more, and (ii) the performance of the required Improvements.

3. **Drainage Easement**. Grantor grants to Grantee, and its successors and assigns, a private, nonexclusive easement and right-of-way ("**Drainage Easement**") for the following purpose and no other: to discharge water flow from Grantee Tract into the existing pond by utilizing the Improvements located in the Drainage Easement Tract, together with the right of ingress and egress along and upon said Drainage Easement for the purpose of, and with the right to, construct, maintain, repair, replace, and reconstruct the Improvements.

    Upon the conveyance of Grantor's Tract, Grantor's successor-in-interest shall have the ability to request a release from the Drainage Easement for the sole purpose of constructing its own improvements, for the purpose of water flow drainage, on Grantor's tract, which release

Grantee shall provide in a written instrument in recordable form within 20 days of such request. Grantor's successor-in-interest shall have the ability to tie into the existing drainage improvements running under the surface assuming any and all required permits and licenses, if any, from the city are obtained. Notwithstanding the above, under no circumstances at any time, including but not limited to the period of construction of Grantor's improvements or after completion, shall Grantor's or Grantor's successor-in-interest's improvements or construction of improvements interfere with in any material respect, or negatively impact in any material respect Grantee's improvements on Grantee's Tract or Grantee's ability to discharge water flow from Grantee's Tract.

4. **Maintenance**. Upon completion of the Improvements, Grantee shall be responsible, at its sole cost and expense, for maintaining the Improvements in good repair.

5. **Covenants Run With Land**. All provisions of this Agreement should be interpreted as running with the land, so that the provisions hereof are binding upon and inure to the benefit of all present and future owners of the Grantee Tract. Notwithstanding anything to the contrary contained herein, Grantor and Grantee, and their respective successors in interest, shall only be obligated under this Agreement to the extent the terms hereof relate to the period during which they own the Grantor Property or the Grantee Property, as applicable. Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to fully use and enjoy the easement areas for all purposes that do not unreasonably interfere with or restrict the use of the easement areas for the purpose permitted hereunder.

6. **Severability**. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Texas.

8. **Notices**. Any notice to be given herein shall be deemed given (a) as of the date actually delivered to the applicable party at the address set forth below, or (b) three (3) days after the date of deposit thereof in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to Grantor or Grantee, as the case may be, at the addresses set forth below. Grantor or Grantee may change its address for notice by giving written notice of such change to the other party not less than ten (10) days prior to the effective date of such address change

9. **Headings**. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

10. **Relationship of Parties**. Nothing in this Agreement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other. Further, Grantee acknowledges, understands and agrees that the temporary construction easement and drainage easement conveyed by this instrument do not constitute a conveyance of any part of the Grantor Tract.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. **Modifications and Amendments.** This Agreement may be amended or modified at any time by a declaration in writing, executed and acknowledged by Grantor and Grantee or the then owners of the Grantor Tract and the Grantee Tract.

13. **Authority.** Each party represents to the others that by its signature below, to each such party's respective knowledge and belief, no other consents or approvals are necessary or required to be obtained as to any of their respective obligations under this Agreement.

14. **Counterparts and Separate Signature Page.** This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed shall constitute a single instrument.

15. Insurance.

    a. Grantee shall maintain, and shall cause all of Grantee's contractors to maintain, the following insurance coverages:

        i. Commercial General Liability written on an occurrence form with policy limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, providing coverage for claims including: damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; personal and advertising injury; damages because of physical damage to or destruction of tangible property, including the loss of use of such property; bodily injury or property damage arising out of completed operations; and the indemnity obligations under this Agreement.

        ii. Automobile Liability covering vehicles owned by Grantee or the applicable contractors and non-owned vehicles used by Grantee or the applicable contractors, with policy limits of not less than $1,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

        iii. Workers' Compensation at statutory limits.

        iv. Employers' Liability with policy limits not less than $1,000,000.00 each accident, $1,000,000.00 each employee, and $1,000,000.00 policy limit.

        v. Umbrella Liability with policy limits not less than $5,000,000.00 and containing a "follow form" statement.

    b. Grantee shall provide certificates of insurance acceptable to the Grantor evidencing compliance with the requirements hereof at the following times: (1) prior to entering the Grantor Parcel; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Grantor's written request. Grantor's acceptance of certificates of insurance, as provided in this section, shall not be unreasonably withheld.

16. Grantee agrees to accept the easement areas in there "AS-IS, WHERE IS" condition and with all faults, and without representations and warranties of any kind, express or implied, or arising by operation of law, as to the condition thereof or the suitability for any particular purpose. The easements granted hereunder are conveyed by Grantor and accepted by Grantee subject any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions or any overlapping of improvements, and all other matters evident on the ground or that a current survey or visual inspection of the applicable easement areas would reveal, all easements, restrictions, conditions, outstanding oil, gas and mineral interests, including royalty interests, all other exceptions and encumbrances to the extent the same are of record, valid, enforceable and affect the applicable easement areas, and all laws, rules, and regulations (including zoning ordinances) of applicable governmental authorities having or asserting jurisdiction over the applicable easement areas.

17. Neither this Agreement nor the easements granted hereunder shall be deemed to create a gift or dedication to the general public or for any public purpose whatsoever.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

GRANTOR:
Total E&P USA Real Estate, LLC,
a limited liability company

By: Caleb Francis
Name: Caleb Francis
Title: Vice President, Operations & Engineering

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Caleb Francis, as Vice President of Operations & Engineering of Total E&P USA Real Estate, LLC, a limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, 2 day of November, A.D. 2020.

ROBERT K. STRAWSER
Notary Public, State of Texas
Comm. Expires 12-14-2021
Notary ID 126569701

Notary Public in and for the State of Texas

GRANTEE:

Mansfield Independent School District,
a Texas independent school district

By: Karen Marcucci
Name: Karen Marcucci
Title: MISD School Board President

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Karen Marcucci, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, 30 day of October, A.D. 2020.

Laverne Bramson
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
LAVERNE BRAMSON
My Notary ID # 7056801
Expires April 19, 2022

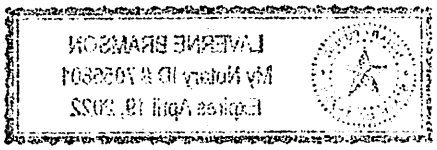

LAVERNE BRAMSON
My Notary ID # 705501
Expires April 19, 2022

EXHIBIT "A"
GRANTOR TRACT

BEING a 16.08 acre tract of land situated in the Henry McGehee Survey, Abstract Number 998, located in the City of Mansfield, Tarrant County, Texas and being all of a tract of land described in Special Warranty Deed with Vendor's Lien to HealthFirst Real Estate Holdings III, LTD., a Texas limited partnership, et al., dated March 26, 2007 and as recorded in County Clerk's Document No. D207105625 of the Deed Records of Tarrant County (D.R.T.C.T.), said 16.08 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch found iron rod with cap stamped "Wier & Assoc" on the easterly right-of-way line of Walnut Creek Drive (variable width), said point being the northeast corner of a tract of land described in Warranty Deed to the City of Mansfield, as recorded in Volume 5884, Page 384, (D.R.T.C.T.);

THENCE North 03 degrees 36 minutes 34 seconds West, along said easterly right-of-way line, a distance of 546.90 feed to a ½-inch found iron rod stamped "Wier & Assoc";

THENCE North 07 degrees 09 minutes 59 seconds West, continuing along said easterly right-of-way line, a distance of 134.42 feet to a ½-inch found iron rod stamped "Wier & Assoc" for the beginning of a circular curve to the left, having a radius of 252.69 feet and whose chord bears North 12 degrees 53 minutes 02 seconds West, a distance of 50.42 feet;

THENCE Northwesterly, continuing along said easterly right-of-way line and along said circular curve to the left, through a central angle of 11 degrees 27 minutes 05 seconds and an arc length of 50.50 feet to a ½-inch found iron rod stamped "Wier & Assoc" for the point of compound curvature of a circular curve to the left, having a radius of 806.00 feet and whose chord bears North 21 degrees 44 minutes 18 seconds West, a distance of 87.98 feet;

THENCE Northwesterly, continuing along said easterly right-of-way line and along said circular curve to the left, through a central angle of 06 degrees 15 minutes 27 seconds and an arc length of 88.03 feet to a ½-inch found iron rod stamped "Wier & Assoc" for the point of reverse curvature of a circular curve to the right, having a radius of 68.00 feet and whose chord bears North 17 degrees 22 minutes 04 seconds East, a distance of 91.42 feet;

THENCE Northeasterly, continuing along said easterly right-of-way line and along said circular curve to the right, through a central angle of 84 degrees 28 minutes 11 seconds and an arc length of 100.25 feet to a ½-inch found iron rod stamped "Wier & Assoc" on the southeasterly right-of-way line of Debbie Lane (variable width);

THENCE North 59 degrees 34 minutes 14 seconds East, along said southeasterly right-of-way line, a distance of 113.05 feet to a ½-inch found iron rod stamped "Wier & Assoc";

THENCE North 60 degrees 29 minutes 04 seconds East, continuing along said southeasterly right-of-way line, a distance of 62.00 feet to a ½-inch found iron rod stamped "Wier & Assoc" for the

beginning of a circular curve to the right, having a radius of 1,940.00 and whose chord bears North 62 degrees 00 minutes 05 seconds East, a distance of 40.73 feet;

THENCE Northeasterly, continuing along said southeasterly right-of-way line and along said circular curve to the right, through a central angle of 01 degree 12 minutes 11 seconds and an arc length of 40.73 feet to a ½-inch found iron rod stamped "Wier & Assoc";

THENCE North 62 degrees 36 minutes 10 seconds East, continuing along said southeasterly right-of-way line, a distance of 291.25 feet to a ½-inch found iron rod stamped "Wier & Assoc" for the beginning of a circular curve to the left, having a radius of 2,060 feet and whose chord bears North 61 degrees 07 minutes 46 seconds East, a distance of 105.99 feet;

THENCE continuing along said southeasterly right-of-way line and along said circular curve to the left, through a central angle of 02 degrees 56 minutes 54 seconds and an arc length of 106.00 feet to a ½-inch found iron rod stamped "Wier & Assoc";

THENCE North 59 degrees 39 minutes 21 seconds East, continuing along said southeasterly right-of-way line, a distance of 61.99 feet to a ½-inch found iron rod stamped "Beasley 4050" for the northwest corner of Lot 1 of the Final Plat of Hunter's Row at Walnut Creek, Section One, an addition to the City of Mansfield as recorded in Cabinet A, Slide 4150 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.);

THENCE South 30 degrees 21 minutes 36 seconds East, departing said southeasterly right-of-way line and along the southwesterly line of said Hunter's Row at Walnut Creek, Section One, passing at a distance of 200.27 feet the southwest corner of said Hunter's Row at Walnut Creek, Section One and the northwest corner of the Final Plat of Hunter's Row at Walnut Creek, Section Two, an addition to the City of Mansfield as recorded in Cabinet A, Slide 6529, P.R.T.C.T., and continuing along the southwesterly line of said Hunter's Row at Walnut Creek Addition, Section Two, for a total distance of 787.44 feet to a ½-inch found iron rod stamped "Wier & Assoc" for the southwest corner of said Hunter's Row at Walnut Creek Addition, Section Two, said corner being on the northwesterly line of a tract of land described in Deed to Mansfield Independent School District, recorded in Volume 9236, Page 56, D.R.T.C.T.;

THENCE South 59 degrees 35 minutes 55 seconds West, along said northwesterly line, passing at a distance of 81.63 feet the northeast corner of Lot 1, Block 1 of the Final Plat of North Park, an addition to the City of Mansfield as recorded in Cabinet A, Slide 9091, P.R.T.C.T., and continuing along the northwesterly line of said North Park for a total distance of 1,069.62 feet to the POINT OF BEGINNING and containing 16.08 acres, 700,416 square feet of land, more or less.

EXHIBIT "B"
DRAINAGE EASEMENT TRACT

EXHIBIT "A"

LEGAL LAND DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

BEING a portion of that certain tract of land in the Henry McGehee Survey, Abstract No. 998, City of Mansfield, Tarrant County, Texas, described in a deed to Total E&P USA Real Estate, LLC (hereinafter referred to as Total E&P USA Real Estate tract), as recorded in Instrument number D216266570, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a one-half inch iron rod with plastic cap stamped "BEASLEY" found for the Northeasterly corner of that certain tract of land described in a Special Warranty Deed to Mansfield Independent School District (hereinafter referred to as MISD tract), as recorded in Instrument Number D220097207, same the Northwesterly corner of that certain tract of land described as Lot 1, Hunter's Row at Walnut Creek, Section Two, an addition to the City of Mansfield, Tarrant County, Texas, according to the plat recorded in Instrument Number D201059271, O.P.R.T.C.T., same also being the existing Southeasterly right-of-way line of East Debbie Lane (variable width right-of-way), as recorded in Instrument Number D201260741, O.P.R.T.C.T.;

THENCE South 30 degrees 22 minutes 58 seconds East with the common line between said MISD tract and said Hunter's Row at Walnut Creek, Section Two, a distance of 381.51 feet;

THENCE South 59 degrees 18 minutes 27 seconds West, departing the Southwesterly line of said Hunter's Row at Walnut Creek, Section Two, crossing said MISD tract, a distance of 55.01 feet to the Southwesterly line of said MISD tract, same being the Northeasterly line of the remainder of said Total E&P USA Real Estate tract, same also being the **PLACE OF BEGINNING;**

THENCE South 30 degrees 22 minutes 32 seconds East with the common line between said MISD tract and the remainder of said Total E&P USA Real Estate tract, a distance of 40.22 feet;

THENCE South 59 degrees 37 minutes 51 seconds West, crossing said Total E&P USA Real Estate tract, a distance of 15.56 feet;

THENCE North 70 degrees 55 minutes 36 seconds West, continue crossing said Total E&P USA Real Estate tract, a distance of 65.48 feet;

THENCE North 30 degrees 22 minutes 09 seconds West, continue crossing said Total E&P USA Real Estate tract, a distance of 20.75 feet;

THENCE North 59 degrees 37 minutes 51 seconds East, continue crossing said Total E&P USA Real Estate tract, a distance of 58.12 feet to the Northeasterly line of the remainder of said Total E&P USA Real Estate tract, same being the Southwesterly line of said MISD tract;

THENCE South 30 degrees 22 minutes 32 seconds East, with the common line between the remainder of said Total E&P USA Real Estate tract and said MISD tract, a distance of 30.30 feet to the **PLACE OF BEGINNING.**

Project No. 029-20-001	Date: 10/7/2020	Page 1 of 2	Drawn by: SA	Checked by: MDZ

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
PORTION OF TOTAL E&P USA REAL ESTATE, LLC
OUT OF THE HENRY McGEHEE SURVEY, ABSTRACT NO. 998
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

BANNISTER ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBPLS REGISTRATION NO. 10193823

B:\Clients\029 (Mansfield ISD)\029-20-001 (ASA Low Access Drive)\Survey\Survey Docs\029-20-001 Temp Const Esmt.dwg 10/7/2020 2:16:27 PM

EXHIBIT "B-1"
DRAINAGE EASEMENT TRACT

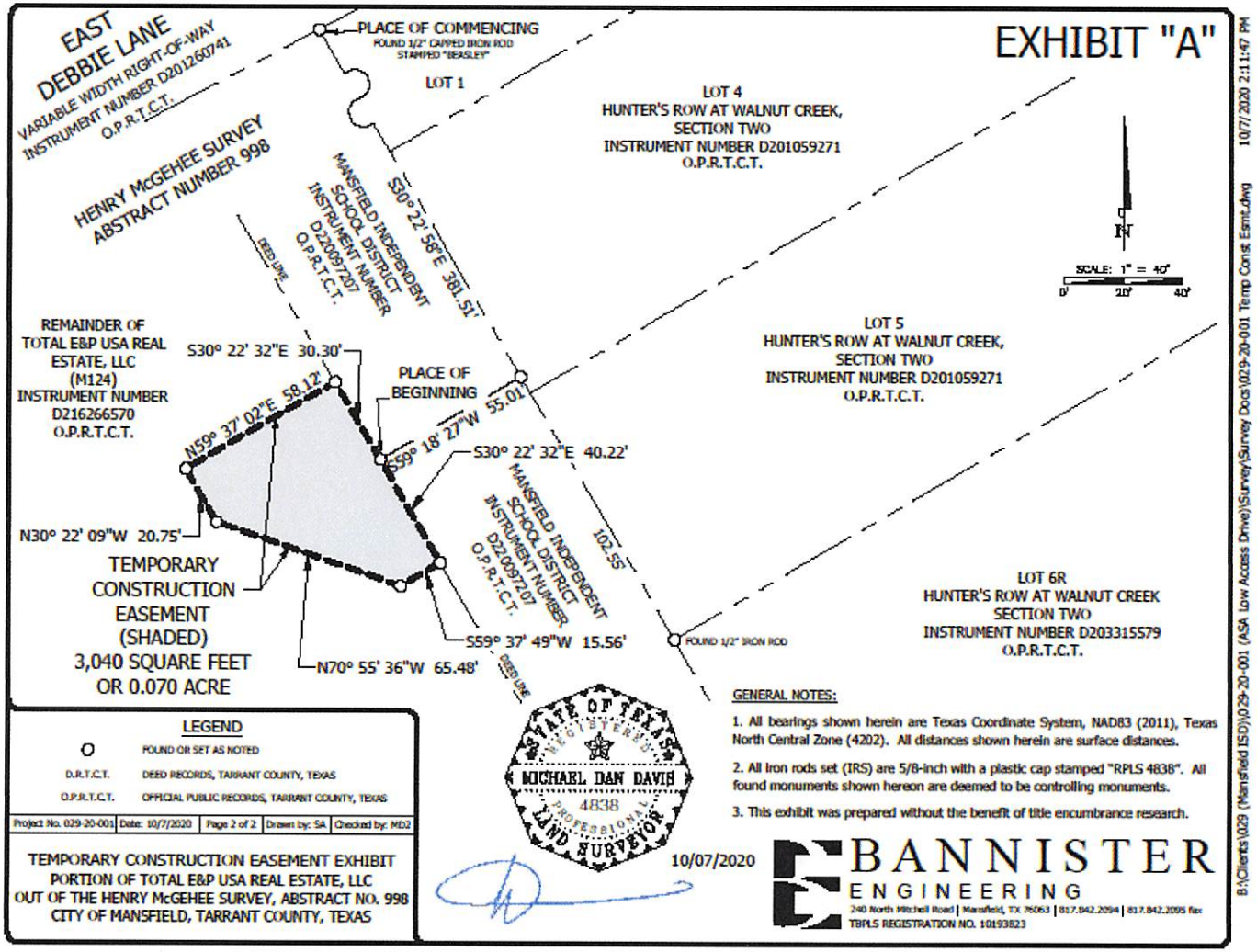


EXHIBIT "C"
GRANTEE TRACT

EXHIBIT A

Being 1.923 acres of land located in the Henry McGehee Survey, Abstract No. 998, Tarrant County, Texas, being a portion of the tract of land described as Parcel M124 in the deed to Total E & P USA Real Estate, LLC, recorded in Instrument No. D216266570, Deed Records, Tarrant County, Texas. Said 1.923 acres of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod stamped "Beasley RPLS 4050" found at the Northeast corner of said Parcel M124, being the Northwest corner of Lot 1, Hunter's Row at Walnut Creek, Section One, an addition to the City of Mansfield, Tarrant County, Texas, recorded in Cabinet A, Slide 4150, Plat Records, Tarrant County, Texas;

THENCE S30°23'05"E, along the East line of said Parcel M124 and the West line of said Hunter's Row, at a distance of 200.18 feet passing a 1/2" iron rod stamped "Beasley RPLS 4050" found at the Southwest corner of said Hunter's Row, being the Northwest corner of Hunter's Row at Walnut Creek, Section Two, recorded in Cabinet A, Slide 8529, Plat Records, Tarrant County, Texas, at a distance of 484.24 feet passing a 1/2" iron rod found at the Southwest corner of Lot 5, said Hunter's Row at Walnut Creek, Section Two, being the Northwest corner of Hunter's Row at Walnut Creek, Section Two, recorded in Cabinet A, Slide 8594, Plat Records, Tarrant County, Texas, continuing in all a distance of 787.44 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" found at the Southeast corner of said Parcel M124, being in the North line of Lot 1, Block 1, MISD McGehee Addition, an addition to the City of Mansfield, Tarrant County, Texas, recorded in Cabinet A, Slide 12132, Plat Records, Tarrant County, Texas;

THENCE S59°35'22"W, along said Lot 1 north line, at 81.98 feet passing an 1/2" iron rod stamped "Beasley RPLS 4050" found at the northeast corner of said Lot 1, in all a distance of 87.43 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set, from which an 1/2" iron rod stamped "Wier" found at the southwest corner of said Parcel M124 bears S59°35'22"W 982.45 feet;

THENCE northerly, 73.53 feet along a non tangent curve to the right, having a radius of 282.50 feet, a central angle of 14°54'47" and a chord bearing N22°29'57"W, 73.32 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE N15°03'22"W, a distance of 55.29 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE northwesterly, 58.24 feet along a non tangent curve to the left, having a radius of 217.50 feet, a central angle of 15°20'33" and a chord bearing N22°42'49"W, 58.07 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE N30°23'05"W, a distance of 427.76 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE westerly, 46.34 feet along a non tangent curve to the left, having a radius of 29.50 feet, a central angle of 90°00'01" and a chord bearing N75°23'05"W, 41.72 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE S59°36'55"W, a distance of 126.70 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE westerly, 148.44 feet, along a curve to the right, having a radius of 94.50 feet, a central angle of 90°00'00" and a chord bearing N75°23'05"W 133.64 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE N30°23'05"W, a distance of 37.05 feet to an 1/2" iron rod stamped "Beasley RPLS

6066" set;

THENCE N73°53'17"W, a distance of 21.76 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE S62°36'30"W, a distance of 64.61 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set;

THENCE S68°11'26"W, a distance of 101.13 feet to an 1/2" iron rod stamped "Beasley RPLS 6066" set in the north line of said Parcel M124, from which an 1/2" iron rod stamped "Weir" found bears S60°31'07"W 61.81 feet;

THENCE along said Parcel M124 north line as follows:

1. Northeasterly, 26.62 feet along a non tangent curve to the right, having a radius of 1,940.00 feet, a central angle of 00°47'10" and a chord bearing N62°15'29"E, 26.62 feet to an 1/2" iron rod stamped "Wier" found;

2. N62°36'30"E, a distance of 291.20 feet to an 1/2" iron rod stamped "Wier" found;

3. Northeasterly, 105.92 feet along a non tangent curve to the left, having a radius of 2,058.36 feet, a central angle of 02°56'54" and a chord bearing N61°03'33"E, 105.91 feet to 1/2" iron rod stamped "Beasley RPLS 4050" found;

4. N59°35'09"E, a distance of 61.94 feet to the point of beginning, containing 1.923 acres of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

SHEET 1 OF 2
SEE 8-1/2"X11" PLAT ATTACHED

Dick S. Jones
Registered Professional
Land Surveyor No. 5524

REGISTERED PROFESSIONAL SURVEYORS

HERBERT S. BEASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-448-5488
hsbeasley@msn.com

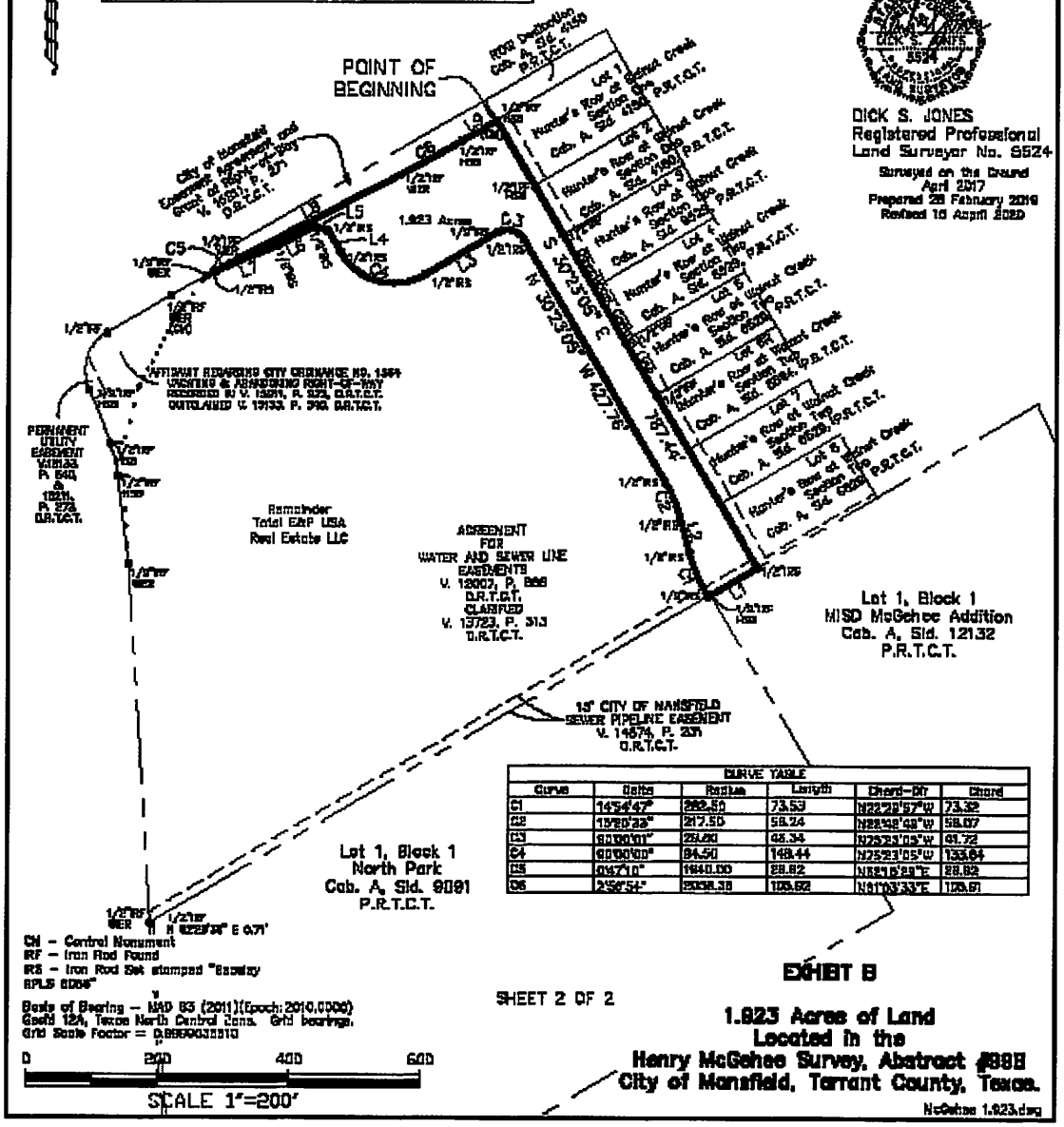
P. O. BOX 8873
FORT WORTH, TEXAS 76124

DICK S. JONES
Registered Professional
Land Surveyor No. 5524

Surveyed on the Ground
April 2017
Prepared 28 February 2018
Revised 10 April 2020

N

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°35'22"W	87.43
L2	N15°03'22"W	55.29
L3	S58°36'55"W	126.70
L4	N30°23'05"W	37.05
L5	N73°53'17"W	21.76
L6	S82°38'30"W	64.81
L7	S68°11'26"W	101.13
L8	N82°38'30"E	291.20
L9	N58°35'09"E	61.94



CURVE TABLE					
Curve	Delta	Radius	Length	Chord-Dir	Chord
C1	14°54'47"	282.50	73.53	N22°28'57"W	73.32
C2	15°20'32"	217.50	58.24	N22°38'48"W	58.07
C3	90°00'01"	250.00	62.34	N75°23'05"W	61.72
C4	90°00'00"	84.50	148.44	N75°23'05"W	133.64
C5	0°47'10"	1440.00	28.82	N83°15'25"E	28.82
C6	2°56'54"	2000.38	105.92	N81°03'33"E	105.91

SHEET 2 OF 2

EXHIBIT B

1.823 Acres of Land
Located in the
Henry McGehee Survey, Abstract #888
City of Mansfield, Tarrant County, Texas.

McGehee 1.823.dwg

Board of School Trustees
Mansfield Independent School District

TITLE: Lone Star Governance: Quarterly Board Self-Evaluation

DATE: November 10, 2020

DISCUSSION

BACKGROUND:

The Board will review quarterly progress related to the Lone Star Governance Texas Framework rubric and will set next quarter goals.

CONSIDERATIONS:

The Texas Framework embodies five areas for consideration:

- Vision
- Accountability
- Structure
- Advocacy
- Unity