

Agenda of Special Meeting

The Board of Trustees Mineral Wells ISD

A Special Meeting of the Board of Trustees of Mineral Wells ISD will be held Thursday, July 1, 2021, beginning at 5:00 PM in the District Services Complex.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Public Comment**
2. **Call to Order/Establish Quorum**
3. **Closed Session - Texas Government Code 551.074**
 - A. Employment/Appointment/Reassignment/Evaluation/Compensation/Duties of Personnel
 - B. Renewal/Nonrenewal/Assignment/Reassignment/Probationary Status/Return to Probationary Status/Continuing Status of District Personnel
4. **Open Session - 5:00 p.m.**
5. **Consider authorizing superintendent to enter into a contract with Oncor for the establishment of a utility easement at the site of the new ag barn (3801 Ram Boulevard) See Exhibit A** **2**
6. **Vote on Closed Session Items**
7. **Adjournment**



BOARD OF TRUSTEES Agenda Item

MEETING DATE: July 1, 2021

MEETING TYPE:

- Regular Meeting
- Special Meeting

AGENDA ITEM TYPE:

- Action Item
- Non-Action Item

BOARD GOALS (check all that apply)

Academic Goals

- Academic Competitiveness
 - Early Literacy (HB3)
 - Early Math (HB3)
 - Other
- Career Certifications (HB3)

Operational Goals

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

TITLE:

Consider authorizing superintendent to enter into a contract with Oncor for the establishment of a utility easement at the site of the new ag barn (3801 Ram Boulevard)

RECOMMENDED ACTION: It is recommended to authorize the superintendent to enter into a contract with Oncor for the establishment of a utility easement at the site of the new ag barn (3801 Ram Boulevard)

BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable): Board Policy CVE(LEGAL)

OVERVIEW:

An easement is needed for the installation of utilities for the new ag barn facility.

FISCAL IMPACT: _____

ATTACHMENTS: Easement and Right of Way

DEPARTMENT(S) SUBMITTING FORM: Superintendent

DEPARTMENT SIGNATURE/APPROVAL:

PT #: 2021-1948
District: BMW
WR #: 3546106
ER # _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS

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COUNTY OF PALO PINTO

KNOW ALL MEN BY THESE PRESENTS:

That **Mineral Wells Independent School District**, a body corporate and politic, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20__.

Mineral Wells Independent School District

By: _____

Title: _____

STATE OF TEXAS

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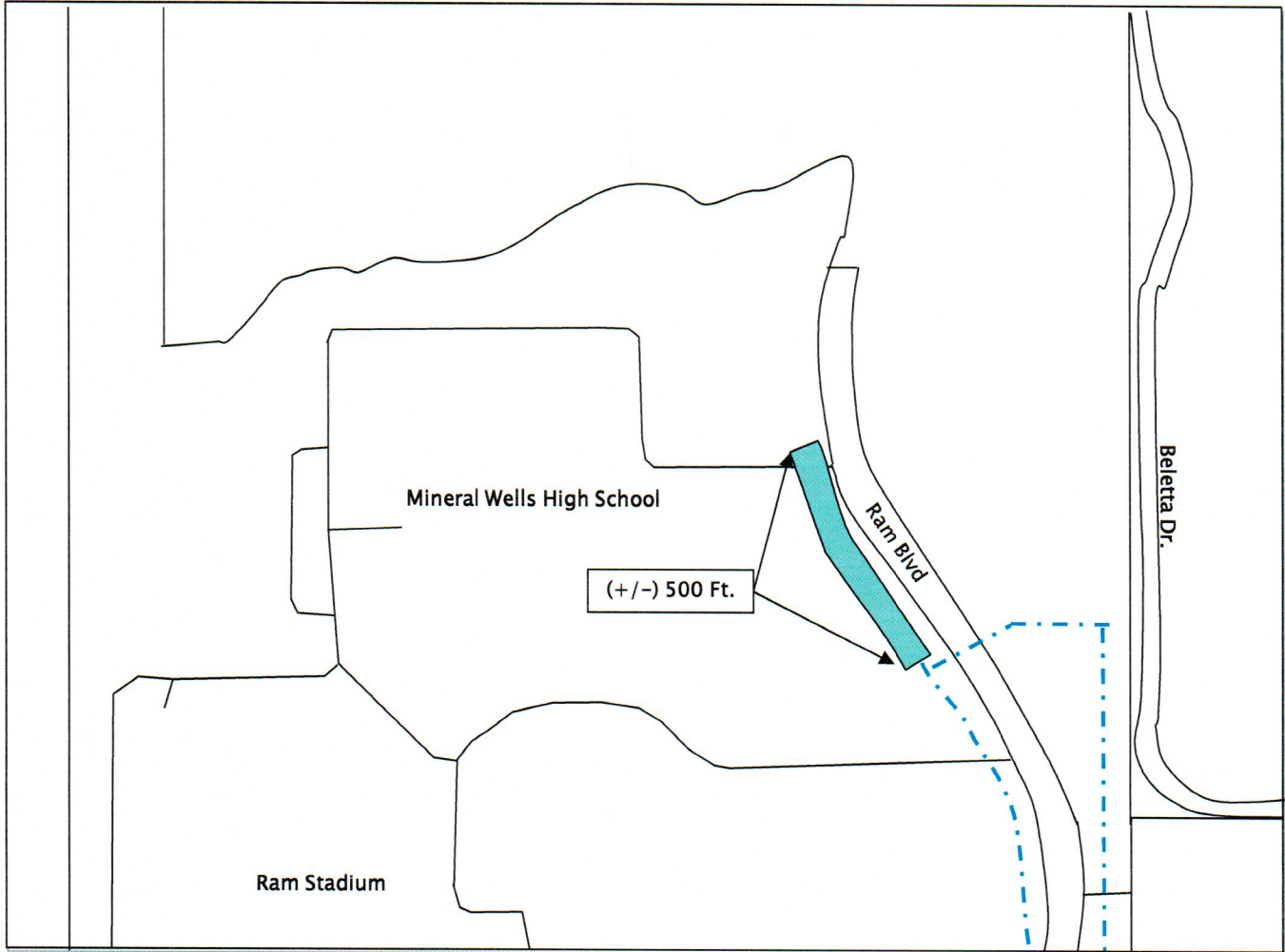
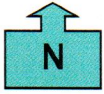
COUNTY OF _____

BEFORE ME, the undersigned authority, 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 he/she executed the same as the act and deed of **Mineral Wells Independent School District**, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20__.

Notary Public in and for the State of Texas

EXHIBIT "A"



Easement Width: 20 FT Oncor Electric Delivery Company Easement



Denotes Existing Easement



Denotes Easement

Scale: Not to scale

The intent of this "EXHIBIT" is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made as to the validity of these calls.

Grantor: Mineral Wells ISD
Volume: 326
Survey: TR 4 TP RR Co.
District: BMW

Page: 394
Abstract: 701
WR#: 3546106

County: Palo Pinto