



City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 14-0717

Agenda Date: 12/2/2014

Version: 2

Status: Consent Agenda

In Control: Public Works

File Type: Agenda Item

Agenda Number: 11D.

Title

Consider and take action on abandonment and release of rights-of-way underlying Clear Creek Independent School District ("CCISD") properties within League City (Deputy City Manager)

..Background:

Approval of this item will accept the abandonment and release of any remaining rights-of-way underlying any CCISD properties located within the City of League City, save and except the 30-feet wide by approximately 3,400 linear feet long segment of right-of-way along CCISD's east property line from FM 518 to FM 2094, and save and except the City's right-of-way interests in and to Village Way (abutting CCISD's Education Village campus).

This rights-of-way abandonment and release is required under Section 7 of the *Interlocal Cooperative Agreement Regarding Development* dated March 10, 2014 approved under Item 18C of City Council's February 25, 2014 meeting (see attachment).

Attachments:

1. Data Sheet
2. Agenda Item & Executed ILA
3. Rights-of-way abandonment and release document
4. Aerial map

CONTRACT ORIGINATION: City Project Management Office (form vetted by City Attorney)

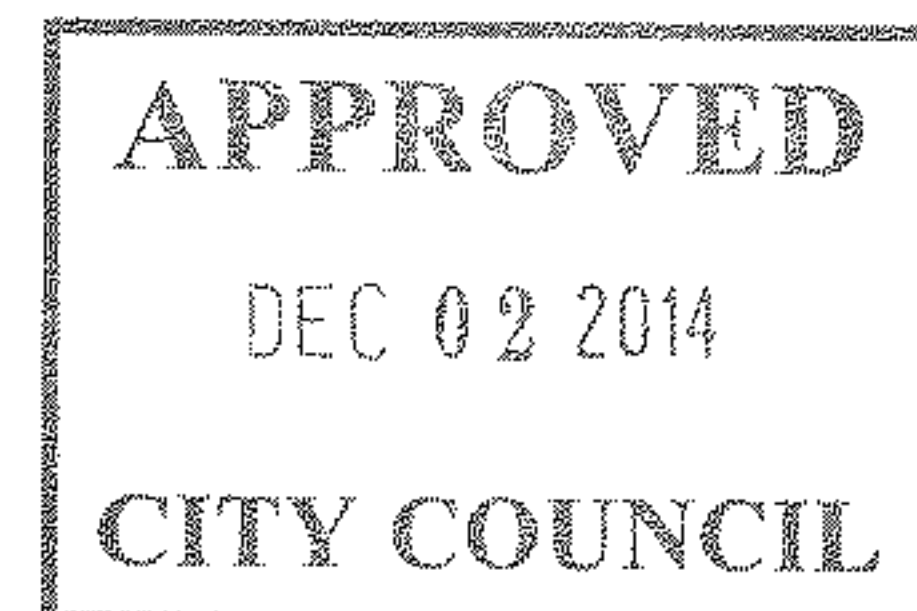
FUNDING

{X} NOT APPLICABLE

{ } Funds are available from

{ } Requires Budget Amendment to transfer from Account #

to Account #





City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 14-0125

Agenda Date: 2/25/2014

Version: 1

Status: Action Item after ES

In Control: City Council

File Type: Agenda Item

Agenda Number: 18C.

Title

Consider and take action arising from consultations with City Attorney regarding possible interlocal cooperative agreement with Clear Creek Independent School District (City Attorney)

..Background:

FUNDING

{ } NOT APPLICABLE

{ } Funds are available from Account # _____

{ } Requires Budget Amendment to transfer from Account # _____ to
Account # _____

Approved the agreement and
instructed the City Attorney to
continue to negotiate for the terms in
Section 1



INTERLOCAL COOPERATION AGREEMENT
REGARDING DEVELOPMENT

This Interlocal Cooperation Development Agreement ("Agreement") is made and entered into as of March 10, 2014 (the "Effective Date"), by and between Clear Creek Independent School District (the "District") and the City of League City, Texas (the "City"). Collectively, the District and the City may be referred to herein as the "Parties" and individually, as a "Party."

WHEREAS, both Parties to this Agreement are governmental entities in the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the District is constructing public facilities consisting of an athletic stadium and other multipurpose facilities ("School Facilities") on land owned by the District, located at 1955 W. NASA Boulevard, League City, Texas and depicted in Exhibit A to this Agreement, which is located partially within the boundaries of the City ("CCISD Site"); and

WHEREAS, the City has a legitimate interest in promoting the efficient construction, renovation and/or maintenance of School Facilities for the benefit of residents of the City whereby such citizens will be able to reap the educational benefits and recreational enjoyment that access to new or improved School Facilities will provide; and

WHEREAS, the City is constructing certain infrastructure improvements, including road and utility improvements, near District campuses, which will provide additional benefits to the District; and

WHEREAS, the District has a legitimate interest in conveying certain utility easements and right-of-way dedications ("Dedications") to the City to facilitate the City's construction of

infrastructure improvements and the District's students, parents and staff will reap the benefits of such infrastructure improvements; and

WHEREAS, the Parties agree to participate jointly in the development of certain infrastructure necessary for the School Facilities and other District facilities and, by this Agreement, wish to memorialize the understandings of the Parties as it relates to such development;

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration as described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Platting and Permits.** The City hereby certifies, represents and warrants that the platting of the CCISD Site shall not be required, nor shall any special use permit be required, for District's current and future intended use or development of the CCISD Site as generally depicted on Exhibit A. The City shall cooperate in the expediting and processing of District's building and related permit applications for the development of the CCISD Site. District acknowledges that payment of standard fees associated with the issuance of such permits shall be required in connection with the development of the CCISD Site, including without limitation, a performing arts center and multi-use arena.

2. **Utilities.** District shall be allowed to install, or cause to be installed (i) one (1) 4" domestic water meter, (ii) one (1) 2" irrigation meter; and (iii) one (1) 2" domestic water meter at the CCISD site. The City certifies that adequate public facilities are currently in place to facilitate the District's connection to, sufficient capacity in and service from the City's water system to serve the District's planned development on the CCISD Site and the District's future planned development on the CCISD Site as depicted in Exhibit A.

3. **Drainage and Storm Water Detention.** The City hereby certifies, represents and warrants that the existing detention facilities serving the CCISD Site are adequate and sufficient for District's intended use and development of the Property, as well as any future development by District on the CCISD Site.

4. **Access.** The City hereby agrees to allow all necessary City approved curb cuts required for District's development of the CCISD Site, to be designed and constructed in accordance with City design and engineering standards and codes in effect at the time of the execution of this Agreement. The locations of all proposed curb cuts shall be approved by the City's Director of Engineering. The cost of construction of all proposed curb cuts shall be borne by the District.

5. **Site Plan.** The terms and conditions set forth herein affecting Utilities, Drainage and Storm Water Detention and Access shall be generally consistent with the site plan for the current and future planned development of the CCISD Site as depicted in Exhibit A.

6. **Dedication.** As further consideration for the mutual covenants contained herein, the District agrees to make the following easement and right-of-way conveyances to the City, by separate recordable instrument to be approved by the CCISD Board of Trustees:

- A. The District hereby agrees to grant the following easements to the City as shown on the Exhibit "B" attached hereto, to-wit:
- a 10-foot wide utility easement, at no cost to the City, extending 3,300 linear feet along right-of-way abutting and north of the north right-of-way line of FM 518 between Louisiana Avenue and FM 2094 for purposes of construction of a reuse water line. The construction of such water line shall not destroy any existing District improvements, and the City will be required to reasonably restore any damage to the surface area of the easement.
 - a 20-foot wide access easement, at no cost to the City, consisting of 1,220 linear feet along the southern side of what is commonly referred to as the Genco Canal extending from FM 2094 to the

right-of-way for an extended Louisiana Street, 190 feet across a bridge connecting the southern and northern sides of the Genco Canal, and 460 feet along the northern side of the Genco Canal extending from the connection with the bridge crossing to the right-of-way for an extended Louisiana Street, for a total of 1,879 linear feet for construction of a portion of a hike and bike trail. The City shall strategically remove overgrown vegetation and grade at least 8.3 acres as shown on Exhibit D, adjacent to the location of the requested 20-foot wide access easement at no cost to District.

- a 15-foot wide utility easement, at no cost to the City, located southwest of and abutting the current pipeline corridor and extending 2,120 linear feet from a point along a right-of-way for an extended Louisiana Avenue to FM 2094 for use of construction of a 36" water line. The construction of such water line shall not destroy any existing District improvements, and the City will be required to reasonably restore any damage to the surface area of the easement.

- B.** The District will take action to rescind its previous agreement to sell the fee simple title to that certain .0978-acre parcel as shown on the attached Exhibit C, and instead agrees, for the mutual consideration stated in this Agreement, to convey to the City an easement in, along and over such .0978-acre parcel of real property. Such easement shall be for the purposes of City-planned road improvements near the intersection of Hobbs Road and League City Parkway, including the construction of a dedicated right-turn lane into Bauerschlag Elementary School.

7. Right-of-Way Abandonment. In consideration of the payment by District to City in the amount of \$26,129.00, the City hereby agrees to, and will take any and all further action necessary to abandon and release any remaining rights-of-way underlying any District properties located within the City, save and except to the extent the City owns a 30-foot wide segment of right-of-way along the District's east property line from FM 518 to FM 2094 extending approximately 3,400 linear feet. Such payment to be made no later than May 13, 2014.

8. Further Assurances. Except as otherwise provided in this Agreement, the City shall not require any conveyances or dedications to be granted to the City, nor shall the City

require any assessments, additional impact fees or costs sharing in connection with the current or future development of the CCISD Site.

9. **Traffic Plan.** The City hereby certifies, represents and warrants that it has reviewed District's existing traffic management plan, that such traffic management plan is acceptable to the City with mutually acceptable revisions that do not increase District's construction budget, and that no additional traffic studies are required to be provided by CCISD for the purposes of construction of a stadium on the CCISD Site.

10. **Conveyance Deadline.** The parties mutually agree that all actions necessary to effect the conveyances and/or abandonments required herein shall be completed no later than December 31, 2014.

11. **Right of Rescission.** It is expressly agreed and understood that if City zoning and land use restrictions in effect on or after April 29, 2014 preclude the District's ability to develop the CCISD Site for the purposes stated herein, then in that event the District may unilaterally terminate this Agreement by providing written notice to the City. In order to be effective, such written notice must be served upon the City no later than May 13, 2014.

12. **Miscellaneous Provisions.**

(a) **Notices.** Notice or demand to any Party, as required by this Agreement, shall be in writing and delivered by certified mail, return receipt requested, or personal delivery as follows:

If to the DISTRICT:

Superintendent
Clear Creek Independent School District
P. O. Box 799
League City, Texas 77573

If to CITY:

Mayor
City of League City
300 West Walker
League City, Texas 77573

(b) **No Waiver.** The failure of any Party hereto to insist, in any one or more instances, upon performance of any of the terms, provisions, or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, provision, or condition by the other Party hereto; the obligation of such Party with respect to such future performance shall continue in full force and effect.

(c) **No Oral Modifications.** This Agreement may not be altered, amended, or modified in any way except in writing executed by all the Parties. All written modifications of this Agreement, including appended and substituted Exhibits shall supersede all previous versions of this Agreement.

(d) **Applicable Law.** This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations, and/or ordinances of the State of Texas, the County of Harris, the City of League City, and the Board policies of the District (collectively, "Applicable Laws"), without regard to the conflicts of laws provisions of the State of Texas. In performing the obligations required of them under the terms of the Agreement, the Parties will comply with all Applicable Laws.

(e) **Attorneys Fees.** In the event of a dispute arising from this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs and expenses of dispute resolution or litigation incurred by the prevailing party, including reasonable attorneys' fees.

(f) **No Assignment.** This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable in whole or in part, or bestow any rights or benefits upon any third parties.


(g) **Section Headings.** The section headings inserted in this Agreement are for convenience only and are intended to, and shall not be construed to, limit, enlarge, or affect the scope of this Agreement, nor the meaning of any provision hereof.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(i) **Execution Date.** The term "Execution Date" is the date duly authorized representatives of both Parties have signed this Agreement.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the day and year first above written.


CLEAR CREEK INDEPENDENT SCHOOL
DISTRICT, a Texas political subdivision

By: 
Signature

Ann Hammond
Printed name

Board President
Position

CITY OF LEAGUE CITY,
a Texas political subdivision

By: 
Signature

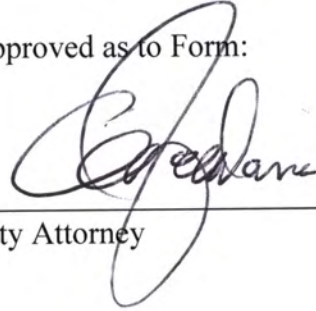
John Baumgartner
Printed name

Acting City Manager
Position



Attest: 
City Clerk

Approved as to Form:

A handwritten signature in black ink, appearing to read "E. J. [unclear]", is written over a horizontal line.

City Attorney

EXHIBIT A

[CCISD Site Plan]



11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0008 P
713-965-1457 F
TX Permit F-32709
pnpk.com

SPORTS

KEY PLAN

PLAN NORTH

TRUE NORTH

THIS DOCUMENT IS BELIEVED
FOR THE PURPOSE OF RETURN
REVIEW UNDER THE AUTHORITY
OF U.S. SECRETARY, N. P.L.
(P.L. 100-616, 1988). IT
IS NOT TO BE USED FOR
CONSTRUCTION, REPAIRS OR
OTHER PURPOSES.

CLEAR CENTER IS D.

RECEIVED 11. 27. 74

11/11/2010

35% DISCOUNT FOR CASH

SILE PLAIN

10

C-101A

EXHIBIT B

[Dedications]

EXHIBIT "B"

Trail in CCISD Canal Tract
North side - 460 LF
Bridge crossing - 190 LF
South side - 1220 LF
Total: 1,870 LF length x 20 LF width = 37,400 SF

36" WL:
FM 2094 to CCISD East Line
2,120 LF length x 15 LF width = 31,800 SF

Re-Use Line
3,300 LF x 10 LF = 33,000 LF

© 2013 Google

Google earth

Imagery Date: 10/31/2013 29°31'42.21" N 95°04'17.65" W elev 13 ft eye alt 6304 ft

EXHIBIT C

[Legal Description for Bauerschlag ROW conveyance]

EXHIBIT "C"

Being 0.0978 acre (4493 square feet) tract of land situated in the Stephen F. Austin League A-3, being a part of and out of that certain 11.87 acre tract described in Exhibit A of conveyance as recorded in Galveston County Clerk's File No. 2000028696 in Galveston County, Texas, said 0.0978 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod set at the intersection of the most westerly southwest line of said 11.87 acre tract and the south line of Brittany Bay Blvd. (130' right of way);

Thence N 56°47'10" E along and with said south line of Brittany Bay Blvd. (130' right of way), a distance of 436.52 feet to the most northerly corner of the herein described tract;

Thence S 33°12'50" E, a distance of 10.61 feet to the most easterly corner of the herein described tract;

Thence S 56°47'10" W, a distance of 290.18 feet to the point of curvature of a curve to the right;

Thence along said curve to the right having a radius of 511.00 feet, a chord which bears S 57°55'46" W, 20.39 feet, an arc distance of 20.39 feet to the point of tangency;

Thence S 59°04'22" W, a distance of 126.05 feet to a point in the northeast line of BRITTANY LAKES SECTION ONE, a subdivision in Galveston County as per the map or plat thereof recorded in Volume 18 Page 653 of the Galveston County Map Records;

Thence N 33°12'50" W, with the said northeast line of BRITTANY LAKES SECTION ONE, a distance of 5.17 feet to the PLACE OF BEGINNING.

BEARING REFERENCE: Platted south line of Brittany Bay Blvd. (N 56°47'10" E) as shown on Brittany Bay Section Two Volume 17 Page 184 Galveston County Map Records

NOTE: THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BASED ON AN ACTUAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF ROBERT D. ELLIS REGISTERED PROFESSIONAL LAND SURVEYOR 4006, DATED SEPT 24, 2012, AND TO WHICH REFERENCE IS HEREBY MADE.

PREPARED
SEPT 24, 2012
BY

ELLIS SURVEYING SERVICES
8419 EMMETT F. LOWRY EXPY. TEXAS CITY, TX. 77591
TEL.: 409-938-8700 FAX: 866-678-7685





BRITTANY BAY
SECTION TWO
VOLUME 17 PAGE 184
G.C.M.R.

BRITTANY BAY BLVD.
(130' ROW)
G.C.C.F. No. 8413033
G.C.D.R.

S33°12'50"E
10.61'

N56°47'10"E
436.52'

0.0978 ACRES (4261 SQ FT)

S56°47'10"W
290.18'

11.87 ACRE TRACT
EXHIBIT "A"
G.C.C.F. No. 2000028696
G.C.D.R.

R=511.00'
L=20.39'
CH BEARING=N57°55'46"E
CH LENGTH=20.39'

S59°04'22"W
126.05'

P.O.B.

N33°12'50"W
5.17'

BRITTANY LAKES
SECTION ONE
VOLUME 18 PAGE 653
G.C.M.R.



EXHIBIT "C"

A 0.0978 ACRE (4493 SQUARE FEET)
TRACT OF LAND SITUATED IN THE
STEPHEN F. AUSTIN LEAGUE A-3
AND BEING OUT OF A CALLED
11.87 ACRE TRACT DESCRIBED IN
EXHIBIT "A" OF THE CONVEYANCE AS
DESCRIBED IN GALVESTON COUNTY
CLERK'S FILE NO. 2000028696

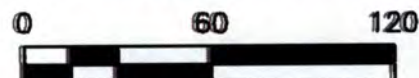
CITY OF LEAGUE CITY,
GALVESTON COUNTY, TEXAS

NOTES:

- 1) All corners set with $\frac{3}{8}$ " iron rods, stamped RD ELLIS RPLS 4006 unless otherwise noted.
- 2) Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone

ELLIS SURVEYING SERVICES

8419 Emmett F. Lowry Texas City, Texas 77591
Tel.: 409-938-8700 Fax: 886-678-7885



SCALE: 1" = 60'

EXHIBIT D

[Graphic Showing the General Area of 8.3 Acres for Clearing]

Exhibit D

Areas of Clearing
(+/- 8.3 Acres)

