



RESOLUTION NO. 01-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE EXCHANGE OF PROPERTY IN THE VICINITY OF THE INTERSECTIONS OF MEMORIAL BOULEVARD AND STADIUM DRIVE WITH NORTH PEACH-TREE ROAD WITH THE MESQUITE INDEPENDENT SCHOOL DISTRICT (“MISD”); AND AUTHORIZING THE MAYOR TO EXECUTE THE EXCHANGE AGREEMENT WITH MISD FOR SUCH PURPOSE.

WHEREAS, the City of Mesquite (the “City”) is a home rule municipality duly organized and existing under the laws of the State of Texas; and

WHEREAS, the Mesquite Independent School District (“MISD”) is an independent school district duly organized and existing under the laws of the State of Texas; and

WHEREAS, pursuant to the authority granted by Section 272.001(l) of the Texas Local Government Code, the City and MISD desire to make an exchange of the properties described in the Agreement for Exchange of Real Property (“the Agreement”), which is attached to and incorporated into this Resolution as Exhibit “1”; and

WHEREAS, both MISD and the City are governmental entities with the power of eminent domain to condemn each other’s lands for a paramount public use or need; and

WHEREAS, MISD owns fee simple title to the real property described in Exhibit “A” (“the MISD Tract”) appended to the attached Agreement; and

WHEREAS, the City owns fee simple title to the real property described in Exhibit “B” (“the City Tract”) appended to the attached Agreement; and

WHEREAS, the MISD Tract and the City Tract adjoin and abut each other; and

WHEREAS, the City desires to acquire the MISD Tract for the public purpose of maintaining a water tower on that tract; and

WHEREAS, MISD desires to acquire the City Tract for the public purpose of constructing a groundwater retention pond required in conjunction with the construction of an adjacent school; and

WHEREAS, MISD’s construction of the groundwater retention pond will provide a public benefit to the City; and

WHEREAS, based on the foregoing, the City Council of the City of Mesquite (“City Council”) finds and determines that the MISD Tract and the City Tract, respectively, will carry out a purpose, when conveyed to the other, that benefits the public interest of each granting political subdivision; and that it is in the public interest of the City to acquire the MISD Tract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council hereby finds and determines that the foregoing recitals are true and correct and are incorporated for all purposes into this Resolution.

SECTION 2. That the City Council approves the transfer of the City Tract to the MISD in exchange for the transfer of the MISD Tract to the City.

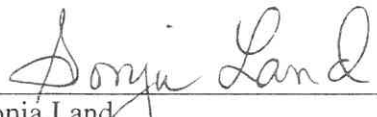
SECTION 3. That the City Council approves the terms and provisions of the Exchange Agreement attached hereto and incorporated herein, and authorizes the Mayor to execute the Exchange Agreement and all documents necessary to consummate the transactions contemplated therein including all documents necessary to transfer the City Tract to the MISD in exchange for the transfer of the MISD Tract to the City.

SECTION 4. That the Mayor is authorized to execute the deed appended as Exhibit "C" to the Agreement.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 3rd day of January, 2017.

  
\_\_\_\_\_  
Stan Pickett  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:

  
\_\_\_\_\_  
B. J. Smith  
City Attorney

**EXHIBIT "1"**

**Agreement between**

**The City of Mesquite and Mesquite Independent School District**

**Regarding the Exchange of Property**

**(to be attached)**

**RESOLUTION**

WHEREAS, Mesquite Independent School District is an independent school district duly organized and existing by virtue of the laws of the State of Texas; and,

WHEREAS, City of Mesquite, Texas is a home rule municipality duly organized and existing under and by virtue of the laws of the State of Texas; and,

WHEREAS, Mesquite Independent School District and the City of Mesquite desire to make an exchange of the properties described in the agreement attached to this Resolution pursuant to authority granted to said entities by Section 272.001 (1) Texas Local Government Code; and,

WHEREAS, Mesquite Independent School District owns fee simple title to the real property described in Exhibit "A" appended to the agreement attached to this Resolution; and,

WHEREAS, the City of Mesquite owns fee simple title to the real property described in Exhibit "B" appended to the agreement attached to this Resolution; and,

WHEREAS, the tracts of real property described in Exhibits "A" and "B" appended to the agreement attached to this Resolution adjoin and abut each other; and,

WHEREAS, the Board of Trustees of Mesquite Independent School District finds and determines that the properties described in Exhibits "A" and "B" appended to the agreement attached to this resolution will carry out a purpose, when conveyed to the other, that benefits the public interest of each granting political subdivision; and,

WHEREAS, Mesquite Independent School District and the City of Mesquite each are governmental entities with the power of eminent domain to condemn each other's lands for a paramount public use or need; and,

WHEREAS, the Board of Trustees of Mesquite Independent School District finds and determines that it is in the public interest of the operation of the school district to acquire the real property described in Exhibit "B" appended to the agreement attached to this resolution;

NOW, THEREFORE, it is:

RESOLVED that the Board of Trustees of Mesquite Independent School District finds and determines that the foregoing recitals are true and correct and same are incorporated for all purposes in this Resolution.

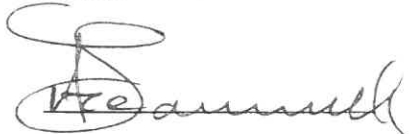
IT IS FURTHER RESOLVED THAT THE Board of Trustees authorizes Dr. David Vroonland, Superintendent, or Kathryn Bohling, Assistant Superintendent, to execute and enter into the agreement for exchange of real property with the City of Mesquite attached to this Resolution.

IT IS FURTHER RESOLVED THAT Dr. David Vroonland, Superintendent, or Kathryn Bohling, Assistant Superintendent, are authorized to negotiate and execute changes to the agreement attached to this resolution necessary, in said parties discretion, to effectuate the exchange of real property made the subject of this Resolution.


IT IS FURTHER RESOLVED that Dr. David Vroonland, Superintendent, or Kathryn Bohling, Assistant Superintendent, are authorized to execute the deed appended, as Exhibit "C", to the agreement attached to this Resolution.

Dated December 12, 2016.

Attest:

  
Secretary

Mesquite Independent School District

By:   
President of the Board of Trustees

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DALLAS    §

AGREEMENT FOR  
EXCHANGE OF REAL PROPERTY

This agreement for the exchange of real property is made by and between Mesquite Independent School District (“MISD”) and the City of Mesquite (“City”).

Recitals

MISD is an independent school district duly organized and existing under and by virtue of the laws of the State of Texas.

City is a Texas home rule municipality duly organized and existing under and by virtue of the laws of the State of Texas.

MISD owns fee simple title to the real property legally described in Exhibit “A” appended to this agreement. The real property described in Exhibit “A” is surplus property not presently used for school purposes, nor necessary for school purposes in the future.

City owns fee simple title to the real property legally described in Exhibit “B” appended to this agreement. The real property described in Exhibit “B” is surplus property not presently used by the City for municipal purposes, nor necessary for municipal purposes.

City desires to acquire fee simple title to the real property described in Exhibit “A” from MISD for the public purpose of maintaining a water tower on said tract. MISD desires to acquire fee simple title to the real property described in Exhibit “B” from City for the public purpose of constructing a groundwater retention pond required in conjunction with the construction of a school on property adjacent to the real property described in Exhibit “B”.

The tracts of real property described in Exhibits “A” and “B” adjoin and abut each other.

MISD and City have found and determined, and by this agreement find and determine, that the properties described in Exhibits "A" and "B" will carry out a purpose, when conveyed to the other, that benefits the public interest of each granting political subdivision.

MISD and City desire and intend to make an exchange of the properties described in Exhibits "A" and "B" pursuant to authority granted to City and MISD by Section 272.001(l) Texas Local Government Code.

Both MISD and City are governmental entities with the power of eminent domain to condemn each other's lands for a paramount public use or need.

Accordingly, for Ten Dollars (\$10.00) and other good and valuable consideration, MISD and City agree as follows:

Agreement, Terms and Conditions

1. The Recitals contained above are incorporated in this agreement for all purposes.
2. MISD agrees to transfer the real property described in Exhibit "A" to City.
3. City agrees to transfer the real property described in Exhibit "B" to MISD.
4. MISD warrants and represents to City that, at time of closing, it will convey good and marketable fee simple title to the real property described in Exhibit "A" to City, free and clear of any encumbrances other than easements that will not interfere with City's use of the property.
5. City warrants and represents to MISD that, at time of closing, it will convey good and marketable fee simple title to the real property described in Exhibit "B" to MISD, free and clear of any encumbrances other than easements that will not interfere with MISD's use of the property.

6. The closing under this agreement shall take place within thirty (30) days of the enactment of resolutions of MISD's Board of Trustees and City's City Council approving this transaction.

7. At closing, MISD shall deliver a deed in substantially the form as that appended to this agreement as Exhibit "C" to City; and, City shall deliver a deed in substantially the form as that appended to this agreement as Exhibit "D" to MISD.

8. Exhibits "A", "B", "C" and "D" and the Recitals set out above are incorporated in this agreement by reference for all purposes.

9. All closing costs and survey costs shall be paid by MISD.

10. This agreement contains the complete agreement between the parties and cannot be modified except through the written agreement of the parties.

11. The terms of this agreement shall survive closing and shall not merge with any deeds delivered by the parties.

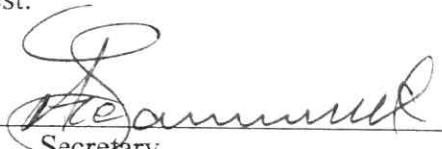
12. This agreement shall be construed and interpreted under and in accordance with the laws of the State of Texas; and, is wholly performable in Dallas County, Texas.

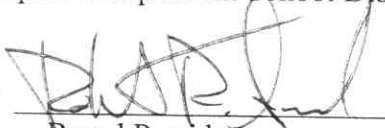
13. Any party to this agreement who is a prevailing party in a legal proceeding against the other party brought under or in relation to this agreement shall be entitled to recover from the other party reasonable attorney's fees and costs of litigation.

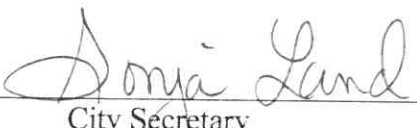


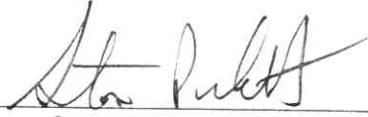
14. MISD and City agree that the title and right to possession of the real properties described in Exhibits "A" and "B" shall revert to the granting political subdivision if the acquiring political subdivision ceases to use the land in carrying out the public purpose set out and defined in this agreement.

Dated: January 9, 2016. 17

Attest:  
  
\_\_\_\_\_  
Secretary

Mesquite Independent School District  
By:   
\_\_\_\_\_  
Board President

Attest:  
  
\_\_\_\_\_  
City Secretary

City of Mesquite  
By:   
\_\_\_\_\_  
Mayor (Title)

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

BEING a tract of land situated in the Daniel Tanner Survey, Abstract Number 1462, City of Mesquite, Dallas County, Texas, and being a portion of West Mesquite High School Addition, Block B, Lot 1R, an addition to the City of Mesquite, Texas, according to the plat thereof recorded in Instrument Number 200503600833, Official Public Records of Dallas County, Texas, and being a portion of a 200' x 200' easement to the City of Mesquite according to the instrument recorded in Volume 88193, Page 1211, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found with plastic cap stamped "TX REG NO. 100189-00" found for the most southerly corner of a 5' x 5' Corner Clip Dedication as dedicated by said plat of West Mesquite High School Addition, Block B, Lot 1R, said iron rod being in the north right of way line of Sandy Lane (60' right of way) and the south line of said 200' x 200' easement to the City of Mesquite;

THENCE N 89°59'25" W, with the north right of way line of said Sandy Lane, the south line of said West Mesquite High School Addition, Block B, Lot 1R, and the south line of said 200' x 200' easement to the City of Mesquite, a distance of 195.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" set for corner at the southwest corner of said 200' x 200' easement to the City of Mesquite;

THENCE N 01°05'24" W, departing the north right of way line of said Sandy Lane, and with the west line of said 200' x 200' easement to the City of Mesquite, a distance of 200.00 feet to a 1/2" iron rod set with plastic cap stamped "TX REG NO. 100189-00" set for corner at the northwest corner of said 200' x 200' easement to the City of Mesquite;

THENCE S 89°59'25" E, with the north line of said 200' x 200' easement to the City of Mesquite, 200.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" set for corner at the northeast corner of said 200' x 200' easement to the City of Mesquite, and being in the west right of way line of Peachtree Road (100' right of way), same being the east line of said West Mesquite High School Addition, Block B, Lot 1R;

THENCE S 01°05'24" E, with the west right of way line of said Peachtree Road, the east line of said West Mesquite High School Addition, Block B, Lot 1R, and the east line of said 200' x 200' easement to the City of Mesquite, a distance of 195.00 feet to a 1/2" iron rod with plastic cap stamped "TX REG NO. 100189-00" found for the most northerly corner of the aforementioned 5' x 5' Corner Clip Dedication;

THENCE S 44°27'35" W with said 5' x 5' Corner Clip Dedication, a distance of 7.00 feet to the POINT of BEGINNING and containing 0.918 acres (39,980 square feet) of land, more or less.

**EXHIBIT "A" - Page 1**

INDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.

TBPE FIRM REG. NO. F-356

TBPLS FIRM REG. NO. 100189-00

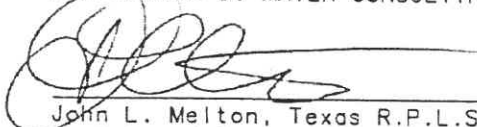
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

PAGE 1 OF 3

10/17/2016  
16-06-029.X1  
16029BN01.dwg

EXHIBIT "A"

FOR-NATHAN D. MAIER CONSULTING ENGINEERS, INC.



John L. Melton, Texas R.P.L.S. No. 4268  
Registered Professional Land Surveyor



NOTES

Bearings for this survey are based on the Western Data Systems Texas Cooperative RTK Network and are referenced to the Texas State Plane Coordinate System (NAD83), North Central Zone 4202. Station DUNP\_G1012 was utilized as a base station during GPS data collection sessions.

No easements or improvements are reflected on this survey.

EXHIBIT "A" - Page 2

NDM

NATHAN D. MAIER CONSULTING ENGINEERS, INC.  
TBPE FIRM REG. NO. F-356  
TBPLS FIRM REG. NO. 100189-00  
Two Park Lane Place / 8080 Park Lane / Suite 600  
Dallas, Texas 75231 / Ph. (214) 739-4741

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10/17/2016  
16-06-029.X1  
16029BN01.dwg



DANIEL TANNER SURVEY  
 ABSTRACT NO. 1462

LOT 1, BLOCK A  
 DOCUMENT NO. 199102197283  
 COUNTY CLERK RECORDS, DALLAS COUNTY, TEXAS

N88° 59' 51"E  
 60.00'

(POINT OF BEGINNING)  
 FOUND 1/2" IRON ROD W/"#100189-00" CAP  
 SCYENE RODEO, LTD.  
 VOL. 2000064, PG. 2651  
 DEED RECORDS, DALLAS COUNTY, TEXAS

STADIUM DRIVE  
 (60' RIGHT-OF-WAY)

CITY OF MESQUITE, TEXAS  
 VOL. 86214, PG. 5994  
 DEED RECORDS, DALLAS COUNTY, TEXAS

ABANDONMENT OF RIGHT-OF-WAY  
 0.841 ACRES (36,645 SQ. FT.)

S0° 47' 41"E  
 543.47'

N0° 47' 41"W  
 690.51'

FOUND 1/2"  
 IRON ROD W/  
 "#100189-00"  
 CAP

SOUTH PEACHTREE ROAD  
 (50' RIGHT-OF-WAY)

TOWN RIDGE ADDITION

S64° 33' 29"E  
 1.13'  
 $\Delta=12° 35' 09"$   
 $R=725.00'$   
 $T=79.95'$   
 $L=159.26'$   
 $S21° 46' 43"W$   
 $Lc=158.94'$

BASIS OF BEARING IS NORTH AMERICAN DATUM  
 OF 1983 (NAD-83) (2011) STATE PLANE  
 COORDINATE SYSTEM, TEXAS NORTH CENTRAL  
 ZONE BASED ON GPS OBSERVATIONS.

EXHIBIT "A"

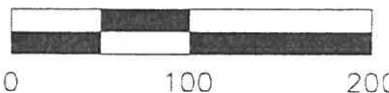
PARTIAL ABANDONMENT OF STADIUM DRIVE RIGHT-OF-WAY

0.841 ACRES - (36,645 SQUARE FEET)  
 F. B. DANIEL TANNER SURVEY, ABSTRACT NO. 1462  
 CITY OF MESQUITE, DALLAS COUNTY, TEXAS



Graham Associates, Inc.  
 CONSULTING ENGINEERS & PLANNERS  
 600 SIX FLAGS DRIVE, SUITE 500  
 ARLINGTON, TEXAS 76011 (817) 640-8535  
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00

GRAPHIC SCALE 1"=100'



DRAWN BY: GAI

DATE: 9/30/2016

SHEET 1 OF 2

EXHIBIT B - Page 1

**EXHIBIT "A"**  
**ABANDONMENT OF RIGHT-OF-WAY**  
0.841 ACRES - (36,645 SQUARE FEET)  
A PORTION OF STADIUM DRIVE  
IN THE F. B. DANIEL TANNER SURVEY, ABSTRACT NO. 1462,  
CITY OF MESQUITE, DALLAS COUNTY, TEXAS.

Being a portion of the Stadium Road right-of-way situated in the Daniel Tanner Survey, Abstract No. 1462, City of Mesquite, Dallas County, Texas;

**BEGINNING** at a found 1/2 inch iron rod with "#100189-00" cap being in the east right-of-way line of Stadium Road (a 60' right-of-way) and the northwest corner of a tract of land conveyed to the City of Mesquite, Texas, as recorded in Volume 86214, Page 5994, Deed Records, Dallas County, Texas;

**THENCE** South 00°47'41" East, along said east right-of-way line and the west line of said City of Mesquite tract, being a common line, a distance of 543.47 feet to a found 1/2 inch iron rod with "#100189-00" cap, being the southwest corner of said City of Mesquite tract;

**THENCE** South 64°33'29" East, along said common line, a distance of 1.13 feet to a point, being in said common line, for the beginning of a non-tangent curve to the left having a radius of 725.00 feet, a central angle of 12°35'09", a chord which bears South 21°46'43" West, 158.94 feet;

**THENCE** leaving said common line, along said non-tangent curve, a distance of 159.26 feet to a point, being in the east line of Lot 1, Block A, as recorded in Document No. 1991102197283, County Clerk Records, Dallas County, Texas, and the west right-of-way of said Stadium Road, being a common line;

**THENCE** North 00°47'41" West, along said common line, a distance of 690.51 feet to a point;

**THENCE** North 88°59'51" East, leaving said common line, a distance of 60.00 feet to the **POINT OF BEGINNING** and **CONTAINING** (36,645 sq. ft.) 0.841 acres, more or less.



*M. Peterson*  
09-30-2016

**PROPERTY DESCRIPTION**

Being a portion of a tract of land situated in the Third Precinct Survey, Abstract No. 1457, conveyed to the City of Mesquite, Dallas County, Texas, as recorded in Volume 86214, Page 281A, Tarrant County, Texas.

**BEGINNING** at a point 1/2 inch from the center of the cap along the 1/1000th of 100' being in the east right-of-way line of Stadium Road (6.60' right-of-way), also being the southeast corner of said City of Mesquite tract (see Page 281), Third Precinct, Dallas County, Texas;

**THENCE** South 57°18'14" East, following the east right-of-way line of Stadium Road, along the north line of said City of Mesquite tract and the south line of said System Road, 111 feet, being a convenient line, a distance of 274.00 feet to a set 1/2 inch iron rod with cap stamped "GOLDMAN ASSOC. INC." (Cap);

**THENCE** South 37°51'03" West, along said common line, a distance of 351.94 feet to a set 1/2 inch iron rod with "Cap", for the beginning of a long-curve to the left, having a radius of 175.00 feet, a central angle of 17°20'12";

**THENCE** along said long-curve to the left, an arc distance 101.49 feet, to a set 1/2 inch iron rod with "Cap", being in the south line of said City of Mesquite tract and east right-of-way line of Stadium Road;

**THENCE** North 84°31'37" West, along said east right-of-way line of Stadium Road, a distance of 115 feet to a set 1/2 inch iron rod with "10189-002" cap;

**THENCE** North 07°41'17" West, along the east right-of-way line of said Stadium Road, a distance of 543.47 feet to the **POINT OF BEGINNING** and **CONTAINING** (65,818 sq. ft.) 1.266 acres, more or less.

**SURVEYOR'S CERTIFICATE**

For: City of Mesquite

I, the undersigned, being duly sworn, depose and say that the survey on which this is based was made in accordance with the laws and regulations for ALTA/SURVEYS Land Use Survey, fully established and accepted by ALTA and its members, and that the same were made in accordance with the laws and regulations of the State of Texas, and that the same were completed on September 15, 2018.



*Michael L. Deaton*  
Michael L. Deaton 1817.L.S.  
Texas Registration No. 5099



VICINITY MAP  
(SEE PG. 54A1)



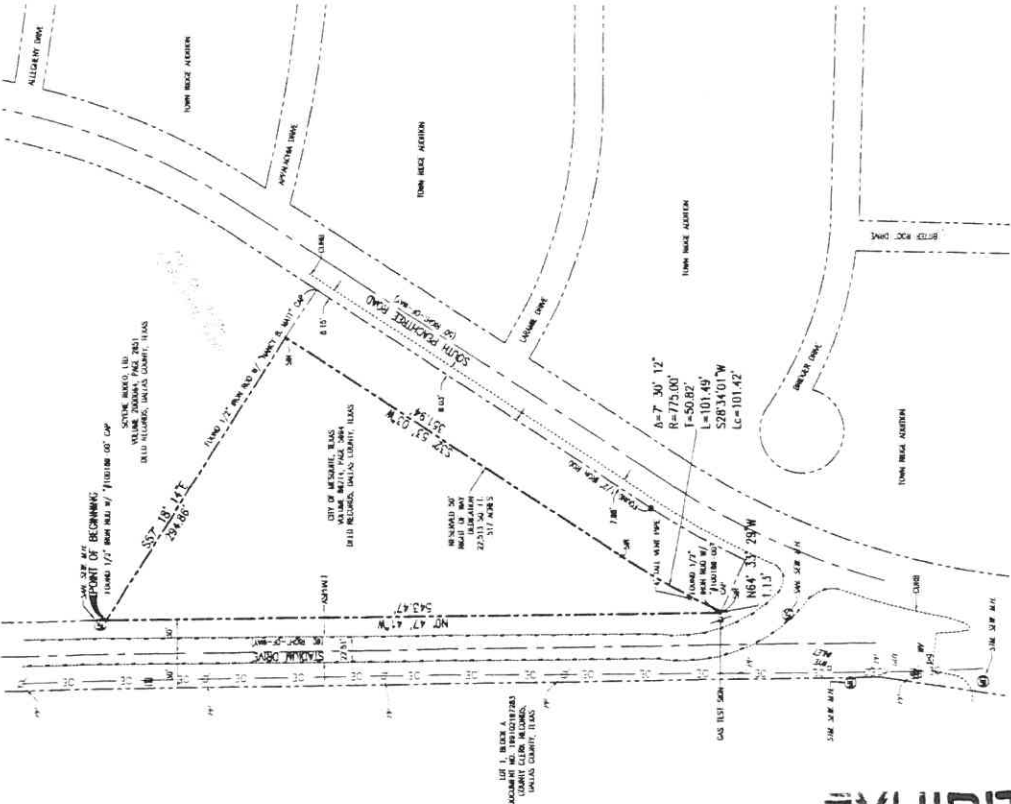
GRAPHIC SCALE  
1" = 50'  
0 50 100

**LEGEND**

- STW Sewer Main Hole
- SOW Sewer Man Hole
- PP Power Pole
- WV Water Valve
- U Electrical
- TD Telephone
- SR Set 1/2 Inch Iron Rod with "GOLDMAN ASSOC. INC." CAP

**GENERAL NOTES**

1. The subject property shown herein appears to be located in Zone X (area determined to be in the City of Mesquite, Dallas County, Texas) as indicated on the Flood Insurance Rate Map No. 48134C0106, dated July 7, 2014.
2. Tract is located to South Precinct Road and Stadium Drive.
3. Construction is not shown on this site of long of survey.
4. Plans of building in the North American Datum of 1983 (NAD 83) State Plane Coordinate System, Texas North Central Zone are shown from U.S. Substratum.
5. No address was observed.
6. The described limits of the 1.266 acre tract represent the defined limits of this title survey and does not represent the subdivision of land.
7. No evidence of current earth moving work, building construction or building addition.
8. (Entered no evidence of site use as a solid waste dump, pump or sanitary landfill.
9. No title Commitment furnished of line of this survey.



Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/17/2017 11:06:06 AM  
\$82.00



A handwritten signature in black ink, appearing to be "JFW".

201700048759

THE STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # stamped thereon.  
I hereby certify on:

FEB 17 2017



COUNTY CLERK, Dallas County, Texas

By Deputy