

**College Station Conference Center
Agenda Item and Resolution**

Agenda Item:

Consider approval of the purchase of the tract of land known as "College Station Conference Center, 1300 George Bush Drive," by College Station Independent School District. The property is described as follows: a 2.35-acre tract of land in College Station, Brazos County, Texas, as more particularly described in that certain Warranty Deed filed in the Real Property Records of Brazos County, Texas on June 27, 1980, at Volume 454, Page 427.

Motion and Resolution:

On motion made and seconded, it is hereby resolved that:

Whereas, the City of College Station ("**City**") owns approximately a 2.35 acre tract of land in College Station, Texas known as College Station Conference Center, 1300 George Bush Drive, ("**Conference Center**") more particularly described on attached **Exhibit "A"** and incorporated for all purposes herein; and

WHEREAS, the College Station Independent School District ("**District**") wishes to purchase, and the City wishes to sell, the Conference Center; and

WHEREAS, the District and the City have negotiated the terms of the sale of the Conference Center; and

WHEREAS, the terms of said sale are set forth in a Real Estate Contract ("**Contract**") substantially similar to the document attached hereto as **Exhibit "B"** and incorporated for all purposes herein; and

WHEREAS, pursuant to Texas Education Code Section 11.151, the Board of Trustees of College Station Independent School District ("**Board**") is authorized to acquire real property on behalf of the District; and

WHEREAS, the District and the City are local governmental entities/ political subdivisions of the State of Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 272.001, the City may convey real property to government entities with the power of eminent domain, such as the District, without following the notice and bidding procedures set forth in Section 272.001, so long as the sale is for fair market value; and

WHEREAS, the purchase of the Conference Center set forth in the Contract is for fair market value.

NOW THEREFORE, the Board makes the following resolutions:

1. Resolved, the Board finds that the purchase of the College Station Conference Center will serve school district purposes.
2. Resolved, that the Board approves and ratifies the terms and conditions of the Real Estate Contract and purchase of the College Station Conference Center.

3. Resolved, the Board authorizes the Board President to executed and deliver the Real Estate Contract, and any other documents necessary to accomplish the terms of the Real Estate Contract and purchase of the College Station Conference Center.

Name: _____

Title: _____

Date: _____

Exhibit A
College Station Conference Center

Exhibit B
Real Property Contract

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WHEREAS, the College Station Independent School District ("**District**") wishes to purchase, and the City wishes to sell, the Conference Center; and

WHEREAS, the District and the City have negotiated the terms of the sale of the Conference Center; and

WHEREAS, the terms of said sale are set forth in a Real Estate Contract ("**Contract**") substantially similar to the document attached hereto as **Exhibit "B"** and incorporated for all purposes herein; and

WHEREAS, pursuant to Texas Education Code Section 11.151, the Board of Trustees of College Station Independent School District ("**Board**") is authorized to acquire real property on behalf of the District; and

WHEREAS, the District and the City are local governmental entities/ political subdivisions of the State of Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 272.001, the City may convey real property to government entities with the power of eminent domain, such as the District, without following the notice and bidding procedures set forth in Section 272.001, so long as the sale is for fair market value; and

WHEREAS, the purchase of the Conference Center set forth in the Contract is for fair market value.

NOW THEREFORE, the Board makes the following resolutions:

1. Resolved, the Board finds that the purchase of the College Station Conference Center will serve school district purposes.
2. Resolved, that the Board approves and ratifies the terms and conditions of the Real Estate Contract and purchase of the College Station Conference Center.

3. Resolved, the Board authorizes the Board President to executed and deliver the Real Estate Contract, and any other documents necessary to accomplish the terms of the Real Estate Contract and purchase of the College Station Conference Center.

Name: _____

Title: _____

Date: _____

Exhibit A
College Station Conference Center

Exhibit A

A-14--WARRANTY DEED--WHI
v's Lita, Marie, Wick's Separate and Joint Acknowledgments
()
KARTER Stationery Co., Dallas

THE STATE OF TEXAS,
COUNTY OF BRAZOS

Know All Men By These Presents:

That the AEM Consolidated Independent School District, acting by authority of the Board of Trustees of said District by resolution duly passed and recorded in the minutes of the meeting of the 24th day of March, 1980, said District

of the County of Brazos, State of Texas for and in consideration of

the sum of Ten and no/100 Dollars and the further consideration of real property received in exchange for that granted, that received being a certain tract of land owned by the City of College Station consisting of a 21.82 acre tract located to the north and west of the intersection of State Highway 2818 and Welch Street in College Station, Brazos County, Texas, and being a parcel of land in the Crawford Burnett League in College Station, Texas, a part of an 82.75 acre tract conveyed to Area Progress Corporation by Deed recorded in Vol. 272, Page 442, Deed Records of Brazos County, Texas,

181315
FILED
At 2 O'clock P.M.

DATE RECORDED 6-30-80
JUN 27 1980
FRANK BORISHIE
County Clerk, Brazos County, Bryan, Texas
By: [Signature] Deputy

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said City of College Station,

of the County of Brazos, State of Texas all that certain tract of land, along with the buildings thereto attached, known as the Special Services Building fronting on Jersey Street in College Station, Brazos County, Texas, and more fully described as follows:

Being a portion of a 12 acre tract conveyed to the Board of Trustees of the AEM Consolidated Independent School District by Thomas Holik et al by deed recorded in Volume 99, page 573, of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at the intersection of the southwest right-of-way line of Holik Drive and the southeast right-of-way line of Jersey Street;
THENCE S 44°36'50" W along the aforesaid southeast right-of-way line of Jersey Street for a distance of 431.49 feet to an iron rod for corner;
THENCE S 45°23'10" E for a distance of 184.26 feet to an iron rod for corner;
THENCE S 75°39'42" E for a distance of 81.60 feet to an iron rod for corner;
THENCE N 40°32'29" E for a distance of 181.96 feet to an iron rod for corner;
THENCE N 00°06'51" W for a distance of 21.00 feet to an iron rod for corner;

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W014571-38428

THENCE N 44°14'04" E for a distance of 278.98 feet to an iron rod for corner, said corner also lying in the southwest right-of-way line of Holik Drive;

THENCE N 46°35'22" W along the southwest right-of-way line of Holik Drive for a distance of 230.92 feet to the PLACE OF BEGINNING and containing 2.35 acres of land, more or less.

It is further expressly agreed by and between the parties to this Deed that should the City of College Station decide to sell, transfer or convey by any means the title to the above described tract of land at a future date that the grantees hereunder, the City of College Station, shall first offer to sell and convey said land to the grantor School District for the fair and reasonable market value established at that time. This agreement is binding the City to extend a first offer of sale or refusal to the grantor is a part of the consideration of the exchange of real property referred to in the consideration recited in this Deed; the location of and the condition upon and the use of buildings on the above described 2.35 acres of land are of critical interest to the School District because of the continuing use of adjacent land by the District.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of College Station, its assigns and grantees

do hereby bind ourselves, and the School District for which we are acting under the law to Warrant and Forever Defend all and singular the said premises unto the said City of College Station, its assigns and grantees

against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the undersigned, together with their authorized agents, have hereunto set their hands and seals, this 17th day of April, A.D. 1980.

Witness my hand at College Station, Brazos Co., Texas 17th day of April, A.D. 1980

Witnesses at Request of Grantor:

John C. Reager
John C. Reager, President, in behalf of the Board of Trustees of the A&M Consolidated Independent School District.

THE STATE OF TEXAS,)

COUNTY OF BRAZOS

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared JOHN L. Raagor, President of the Board of Trustees of the AQM Consolidated Independent School District,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of April, A.D. 1980

(L.S.)



Notary Public, Brazos County, Texas

My Commission Expires Just 1st 1981

THE STATE OF TEXAS,)

COUNTY OF

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A.D. 19

(L.S.)

Notary Public, County, Texas

My Commission Expires Just, 19

THE STATE OF TEXAS,)

COUNTY OF

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A.D. 19

(L.S.)

Notary Public, County, Texas

My Commission Expires Just, 19

THE STATE OF TEXAS,)

COUNTY OF

County Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the day of, A.D. 19, with its Certificate of Authentication, was filed for record in my office on the day of, A.D. 19, at o'clock M., and was duly recorded this day of, A.D. 19, at o'clock M., in the Records of said County, in Volume, on page.

WITNESS my hand and seal of the County Court of said County, at my office in

the day and year last above written.

Clerk County Court, County, Texas.

(L.S.)

By, Deputy.

W3115-10-10-1980

No. _____
 FILED
WARRANTY DEED
 With Vendor's Name, Grade, Title, Signature and Joint
 Administration Agreement
 FILED
Ann Cousin-Boatman T.S.D.
 City of Dallas, Texas
 FILED FOR RECORD
 This _____ day of _____ A.D. 19____
 at _____, Texas
 County Clerk
 Deputy
 RECORDED
 A.D. 19____
 County Record
 Book _____
 Page _____
 County Clerk
 Deputy
 Records Fee \$ _____
 This instrument should be filed immediately with the
 County Clerk for Record
 MICHELE SHERMAN Co., Dallas
Return to:
James & Howard

STATE OF TEXAS
 COUNTY OF BRAZOS
 I, Frank Boriskie, Clerk of the County Court in and for Brazos
 County, Texas, do hereby certify that this instrument was
 FILED on the date and at the time stamped hereon and
 RECORDED in the volume and page of the DEED Records of
 said County on the date stamped hereon.
 FRANK BORISKIE, COUNTY CLERK
 Brazos County, Texas
 BY: *Alex de Stuedeman* Deputy

Exhibit B
Real Property Contract