

RESOLUTION NO. 2019-79

A RESOLUTION ACCEPTING A BLANKET EASEMENT  
FROM MEADOWS OF BAY COLONY FOR THE BAY  
COLONY COMMUNITY TRAIL PROJECT (PK1802)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
LEAGUE CITY, TEXAS, as follows:

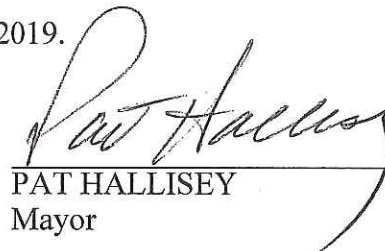
Section 1. The City hereby authorizes accepts a blanket easement from Meadows of Bay Colony for the Bay Colony Community Trail Project (PK1802) without fee; and an executed copy of this easement shall be attached as Exhibit A.

Section 2. The City authorizes the City Manager or designee to execute any document necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 14th day of May, 2019.

  
PAT HALLISEY  
Mayor

ATTEST:

  
DIANA M. STAPP  
City Secretary

APPROVED AS TO FORM:

  
NGHIEM V. DOAN  
City Attorney

**BLANKET TRAIL EASEMENT**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

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GRANTOR: Meadows in Bay Colony

GRANTEE: The City of League City, Texas, a Texas municipal corporation

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, a non-exclusive perpetual BLANKET easement for the sole purpose of constructing, inspecting, maintaining, repairing, or relocating a trail, including all necessary appurtenances, in, on, across, under, and through all the following lands owned by Grantor in Galveston County, Texas, as referenced in Exhibit A, which is attached and incorporated herein and as described as follows, to-wit:

- THE MEADOWS IN BAY COLONY SEC 1; RESTRICTED RESERVE "A" RESTRICTED TO LANDSCAPE/OPEN SPACE USE, 1.2105 AC., (52,731 SQ. FT.)

The Easement area herein granted is a BLANKET easement and shall apply only insofar as the boundaries of Grantor's Property will permit.

This conveyance is further made subject to and any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interest affecting the Easement Area and appearing of record in the Official Public Records of Galveston County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement Area. Grantee hereby accepts the Easement Area in its "AS IS, WHERE IS" condition, with all faults, and without any warranties, express or implied, including but not limited to warranties of condition or fitness.

Grantee shall have the right to clear all trees and brush and any other obstruction which Grantee reasonably believes will interfere with Grantee's full enjoyment of the rights conveyed herein. After doing any work in connection with the construction, reconstruction, maintenance, repair or removal of any improvements located within said Easement Area, Grantee agrees to use all commercial diligence to restore the Easement Area to substantially the same condition as existed before such work was undertaken.

Without limiting any rights which Grantor may otherwise have as a matter of law or in equity, it is understood and agreed that Grantor expressly reserves unto itself and its tenants, licensees, successors and assigns, the right to use the Easement Area for other purposes which do not unreasonably interfere with the rights granted herein; provided, however, that neither Grantor, nor its tenants, licensees, successors or assigns, shall be permitted to erect or construct buildings on the Easement Area.

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Grantor specifically reserves the right to construct, place, maintain, lay, inspect, protect, operate, repair, alter, substitute, replace and remove roads, driveways, streets, sidewalks, parking areas, sign structures, landscaped areas and other similar uses on, over, across, and along the Easement Area, and such activities shall not constitute a breach or violation of the terms and provisions hereof or constitute interference with said easement.

Grantee acknowledges and agrees that Grantor may grant to others the non-exclusive right to use all or any portion of the Easement Area, provided such use does not unreasonably interfere with Grantee's reasonable use of such Easement Area for the purposes herein expressed.

Grantor is not making any representations or warranties of any kind or character, express or implied, with respect to the property, including but not limited to warranties or representations as to habitability, merchantability, fitness for a particular purpose, zoning, physical, environmental, or historical condition(s), utilities, operating history or projections, valuations, governmental approvals, or the compliance of the property with governmental laws.

The easement and the rights and privileges granted hereunder shall terminate when, or at such time, as the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

TO HAVE AND TO HOLD, subject to the matters set forth herein, together with all and singular the easement rights thereto in anywise belonging unto said Grantee, its successors and assigns, forever.

WITNESS MY HAND, this 13<sup>th</sup> day of March, 20 19

*(signature blocks on next two pages)*

FOR GRANTOR:



Carla Burris  
Carla Burris

Meadows in Bay Colony President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GALVESTON

}  
} KNOW ALL MEN BY THESE PRESENTS  
}

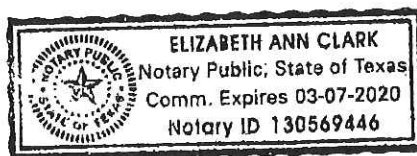
BEFORE ME, a notary public, on this day personally appeared Carla Burris, known to me or having proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN MY hand and seal of office this 13<sup>th</sup> day of March, 2019

(SEAL)

Elizabeth Ann Clark  
Notary Public in and for the State of Texas

My Commission Expires: 3-7-2020



FOR GRANTEE:

  
John Baumgartner  
Deputy City Manager

ACKNOWLEDGMENT

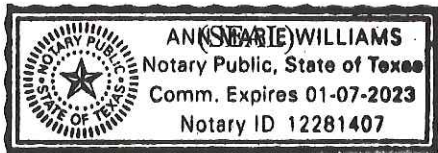
STATE OF TEXAS

COUNTY OF GALVESTON

}  
} KNOW ALL MEN BY THESE PRESENTS  
}

BEFORE ME, a notary public, on this day personally appeared John Baumgartner, known to me or having proved 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 considerations therein expressed.

GIVEN MY hand and seal of office this 15<sup>th</sup> day of May, 20 19.




  
Notary Public in and for the State of Texas

My Commission Expires: 1-7-2023

Return to Grantee at:

City of League  
Project Management Department  
300 West Walker Street  
League City, Texas 77573

ATTEST:

  
Diana Stapp, City Secretary

APPROVED AS TO FORM:

  
Nghiem V. Doan, City Attorney

