RESOLUTION NO. 102126-02

THE RESOLUTION OF THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AUTHORIZING NEGOTIATION AND EXECUTION OF A PERMANENT ACCESS EASEMENT WITH REQUIRED MAINTENANCE IN FAVOR OF TRAVIS COUNTY ON OLD REIMERS ROAD

WHEREAS, the Board of Trustees ("Board") of the Lake Travis Independent School District ("District") is the governing body of the District, a political subdivision of the State of Texas, and under Section 11.151(b) of the Texas Education Code, the trustees of an independent school district have the exclusive power and duty to govern and oversee the management of the District's public schools, and Section 11.151(c) provides that all rights and titles to the District's real property are vested in the Board; and

WHEREAS, the District owns certain real property in Travis County, Texas, located west of State Highway 71 ("SH 71") and south of Cypress Ranch Boulevard, on which the District is developing a new high school and related campus facilities (the "Project"); and

WHEREAS, a portion of the District's property adjoins an existing roadway currently known as Reimers-Peacock Road, which the District has proposed be renamed "Old Reimers Road" (the "County Road"), and the County Road terminates a short distance to the west and will not be extended beyond its current terminus; and

WHEREAS, in connection with Travis County's ("County") approval of the alignment of a private roadway being constructed by the District to serve the Project, the County requested a hammerhead-style vehicle turnaround be constructed by the District adjacent to the existing right-of-way of the County Road, so that vehicles using the County Road, including emergency service vehicles, may turn around and return to SH 71; and

WHEREAS, to allow public use of the hammerhead-style turnaround, the County has requested that the District grant to the County a Permanent Access Easement with Required Maintenance (the "Easement") over the tract of land that encompasses the turnaround as described in the attached Exhibit A (the "Easement Tract"), pursuant to which (i) the District would grant the County a perpetual, nonexclusive easement over the Easement Tract; (ii) the District would retain the right to use the Easement Tract in a manner that does not materially interfere with the Easement; and (iii) the District would be obligated to continuously maintain the Easement Tract in good, functioning, and safe condition, with the County having the right, but not the obligation, to perform such maintenance if the District fails to do so; and

WHEREAS, the Board finds that the grant of the Easement serves a valid public purpose of the District, in that (i) the turnaround area is a component of the County-approved plans for the Project and is necessary to obtain the County approvals required for construction and operation of the Project and (ii) the turnaround provides safe vehicular and emergency access in the vicinity of a District campus; and

WHEREAS, the Board desires to approve the Easement in substantially the form attached hereto as Exhibit B, and to authorize the Superintendent of Schools ("Superintendent") to negotiate, finalize, and execute the Easement on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF TRUSTEES OF THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT:

1. All of the above paragraphs are incorporated into and made a part of this resolution;
2. The Board hereby approves the Easement in substantially the form attached hereto as Exhibit B and incorporated herein by reference, and finds that the grant of the Easement to Travis County serves a public purpose of the District as set forth above;
3. The Superintendent is hereby authorized and directed to negotiate, finalize, and execute the Easement on behalf of the District, and to acknowledge the Easement before a notary public for recording in the Official Public Records of Travis County, Texas, in substantially the form attached hereto as Exhibit B, with such modifications (including any adjustment to the description of the Easement Tract resulting from final survey) as the Superintendent, in consultation with legal counsel and consultants, may deem appropriate; provided, however, that any modification that would materially alter the obligations of the District shall be submitted to the Board for approval; and
4. The Superintendent is authorized and directed to execute and deliver such other documents, certificates, and instruments, and to take all further actions, as may be necessary or appropriate to carry out the purposes of this resolution.

PASSED AND APPROVED BY A MAJORITY OF THE BOARD OF TRUSTEES ON THIS 21st DAY OF OCTOBER 2026.

APPROVED:

Lauren White
Lauren White
President, Board of Trustees

ATTEST:

Jonathan Bove
Secretary, Board of Trustees

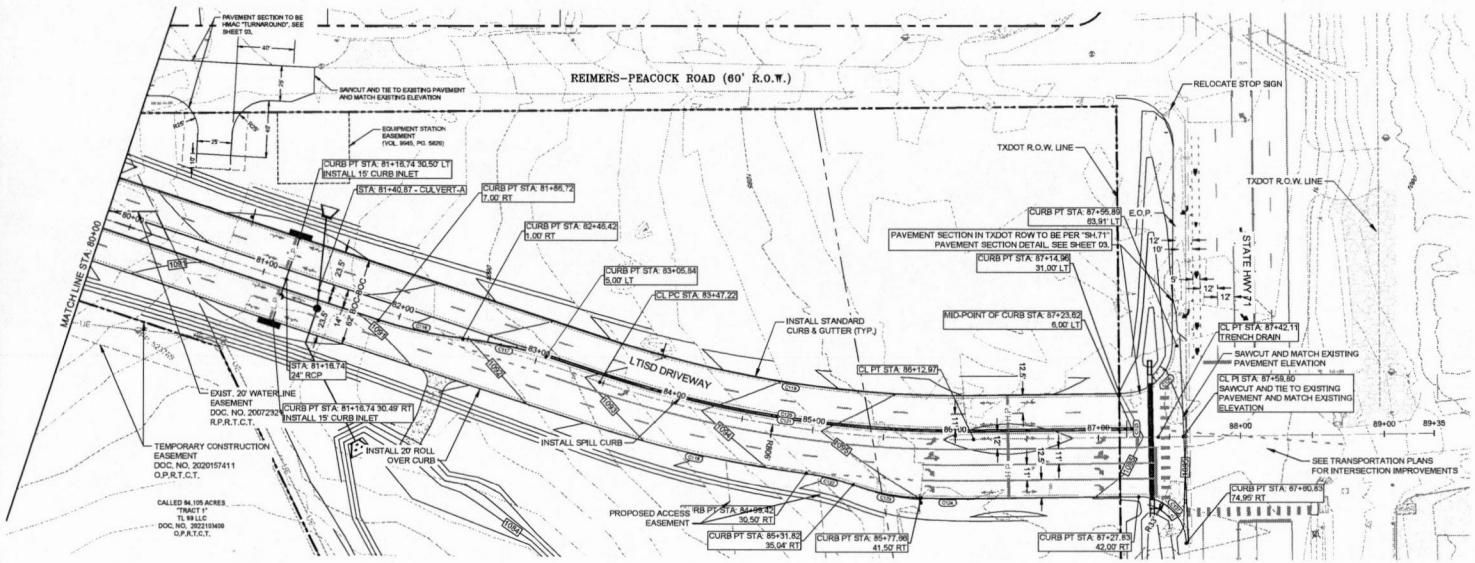
EXHIBIT A
TO RESOLUTION NO. 102126-02

Description of the Easement Tract

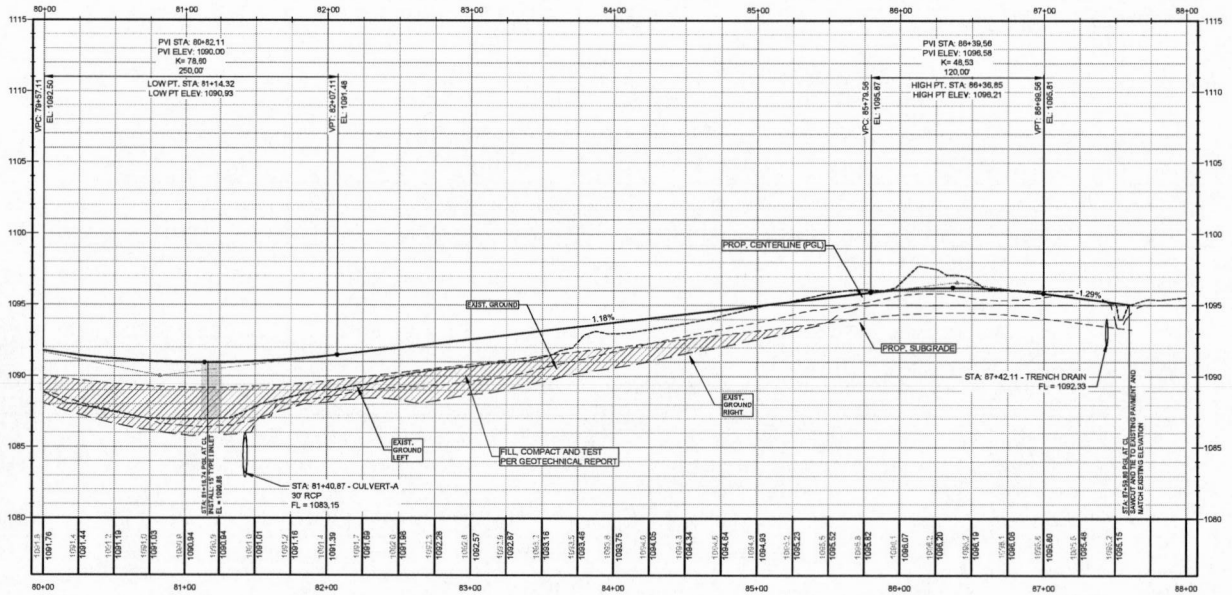
EXHIBIT B

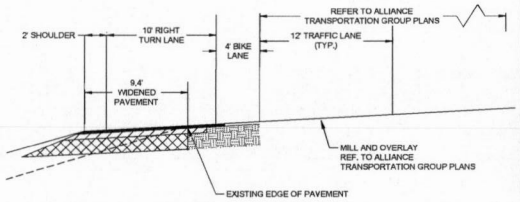
TO RESOLUTION NO. 102126-02

Form of Permanent Access Easement with Required Maintenance



LTISD DRIVEWAY
35 M.P.H. DESIGN





S.H. 71 - RIGHT TURN LANE AND INTERSECTION

WARNING !!!!
CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. TRAVIS COUNTY, TX, IN REVIEWING THESE PLANS, MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

SCALE:
1" = 40' HORIZ.
1" = 4' VERT.

PROFILE LEGEND:
PROPOSED TOC
EXIST GND LT
EXIST GND RT
SUBGRADE

NO.	DATE	REVISION	BY

LTISD EDUCATIONAL FACILITIES CAMPUS
PHASE 1
TRAVIS COUNTY, TX

DETAILED PLAN & PROFILE 8

MALONE★WHEELER INC.
CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 879-0400 Fax: (512) 879-0455
Firm Registration No. 1276

STATE OF TEXAS
LANDON M. MCCLELLAN
142710
LICENSED PROFESSIONAL ENGINEER
05/15/2025

DESIGN BY : MWV
CHECKED BY : LM
APPROVED BY : LM
DATE : 5/13/2025

SHEET 39
OF 119

P:\LTISD OVERALL\PROJECTS\HIGH SCHOOL 2 MASTER FOLDER\PROJECTS\25-005-AUS LTISD REIMERS PEACOCK ROAD\AUS\PSP\PLAN AND PROFILE.DWG, 5/15/2025, LANDON MCCLELLAN

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

PERMANENT ACCESS EASEMENT WITH REQUIRED MAINTENANCE

Date:	October 21, 2026
Grantor:	**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas
Grantor's Address:	3322 Ranch Road 620 South Austin, Travis County, Texas 78738
Grantee:	**TRAVIS COUNTY**, a political subdivision of the State of Texas
Grantee's Address:	P.O. Box 1748 Austin, Travis County, Texas 78767
Easement Tract:	All that parcel of land situated in Travis County, Texas, described in the attached **Exhibit A**
Easement Duration:	Perpetual
Easement Purpose:	To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, and remove the Facilities
Facilities:	Turnaround area or accessway for vehicles, including emergency service vehicles, with all associated culverts, drainage, together with any and all appurtenances
Maintenance Obligations:	Continuous maintenance of the Facilities to a good, functioning, and safe condition in compliance with all applicable laws and in accordance with the requirements of the Grantee as determined by the Grantee in its sole discretion
Permitted Encumbrances:	Any easements, liens, encumbrances, and other matters of record in the Real Property Records of the Texas county in which the Easement Tract is located as of the Date that are valid, existing, and affect the Easement Tract

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, relocation, or replacement of any structure, building, retaining wall, or fence which is installed other than parallel to the Facilities, or for detention or water quality control, rainwater harvesting system, or other similar improvement in the Easement Tract

Grantor, for **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to Grantee a nonexclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments or obstructions in the Easement Tract that interfere in any material way or are inconsistent with the rights granted to Grantee under this instrument for the Easement Purpose as determined by Grantee in its sole discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the Grantee and Grantee's successors and assigns for the Easement Duration; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted to Grantee under this Easement for the Easement Purpose as determined by Grantee in its sole discretion. **Grantor is obligated to perform the Maintenance Obligations, is jointly and severally liable to Grantee for the Maintenance Obligations, and in the event Grantor does not perform the maintenance obligations, agrees: (i) that Grantee at its option may perform the Maintenance Obligations and (ii) to indemnify Grantee for all Grantee's costs necessary to perform the Maintenance Obligations, and (iii) that Grantee has a judicially enforceable lien on the Easement Tract to secure the payment of all Grantee costs necessary to perform the maintenance obligations.** Grantor may enter into an agreement with a third party regarding the maintenance obligations but in no such event shall the agreement with the third-party release Grantor from its obligations to Grantee under this Easement.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to Grantee against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract. Grantor covenants that Grantor and Grantor's heirs, successors, and assigns shall not convey any other easement, license, or right to use the Easement (or any portion thereof) for any Non-Permitted Activity or for any use that may interfere in any material way or may be inconsistent with the rights granted to Grantee under this Easement, as determined by Grantee in its sole discretion.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *Grantee* includes *Grantee's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

By: _____

Name: Curtis Null, Ed.D.

Title: Superintendent

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Curtis Null, Ed.D, Superintendent of Lake Travis Independent School District, a political subdivision of the State of Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on October 21, 2026.

[Seal]

SUZANNE CATHERINE KELBAUGH
Notary Public, State of Texas
Notary ID# 131604931
My Commission Expires
JUNE 14,2030

_____
Notary Public, State of Texas

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0408 ACRE (1,777 SQUARE FEET) OUT OF THE ADAMS BEATY & MOULTON SURVEY NO. 37, ABSTRACT NO. 43, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.0213 ACRE TRACT OF LAND CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NO. 2022191103 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 0.0408 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

CAPITAL SURVEYING
P.O. Box 90163
Austin, TX 78709
(512) 327-4006
fperez@capitalsurveying.com

COMMENCING, at a 1-inch iron pipe found in the southeast right-of-way line of Reimers-Peacock road (60' right-of-way) for the westernmost corner of a called 1.4961 acre tract of land described as "Tract 1" and conveyed to Lake Travis Independent School District in Document No. 2022191103 (O.P.R.T.C.T.), and being the northernmost corner of said 4.0213 acre tract for a **POINT OF COMMENCEMENT** hereof;

THENCE, with the southeast right-of-way line of said Reimers-Peacock road and the northwest line of said 4.0213 acre tract, S53°02'00"W, a distance of 395.85 feet to a calculated point for the northernmost corner and **POINT OF BEGINNING** hereof;

THENCE, leaving the southeast right-of-way line of said Reimers-Peacock road, over and across said 4.0213 acre tract, the following three (3) courses and distances:

1) **S33°21'47"E**, a distance of **40.92** feet to a calculated point for the easternmost corner hereof;
2) **S56°38'13"W**, a distance of **45.00** feet to a calculated point for the southernmost corner hereof;
3) **N33°21'47"W**, a distance of **38.08** feet to a calculated point in the southeast right-of-way line of said Reimers-Peacock road, for the westernmost corner hereof, from which a 1/2-inch iron pipe found for the southernmost terminus of said Reimers-Peacock road, being in the northeast line of a called 117.07 acre tract of land conveyed to Lake Travis Independent School District in Document No. 2017111944 (O.P.R.T.C.T.) bears, S53°02'00"W, a distance of 53.93 feet;

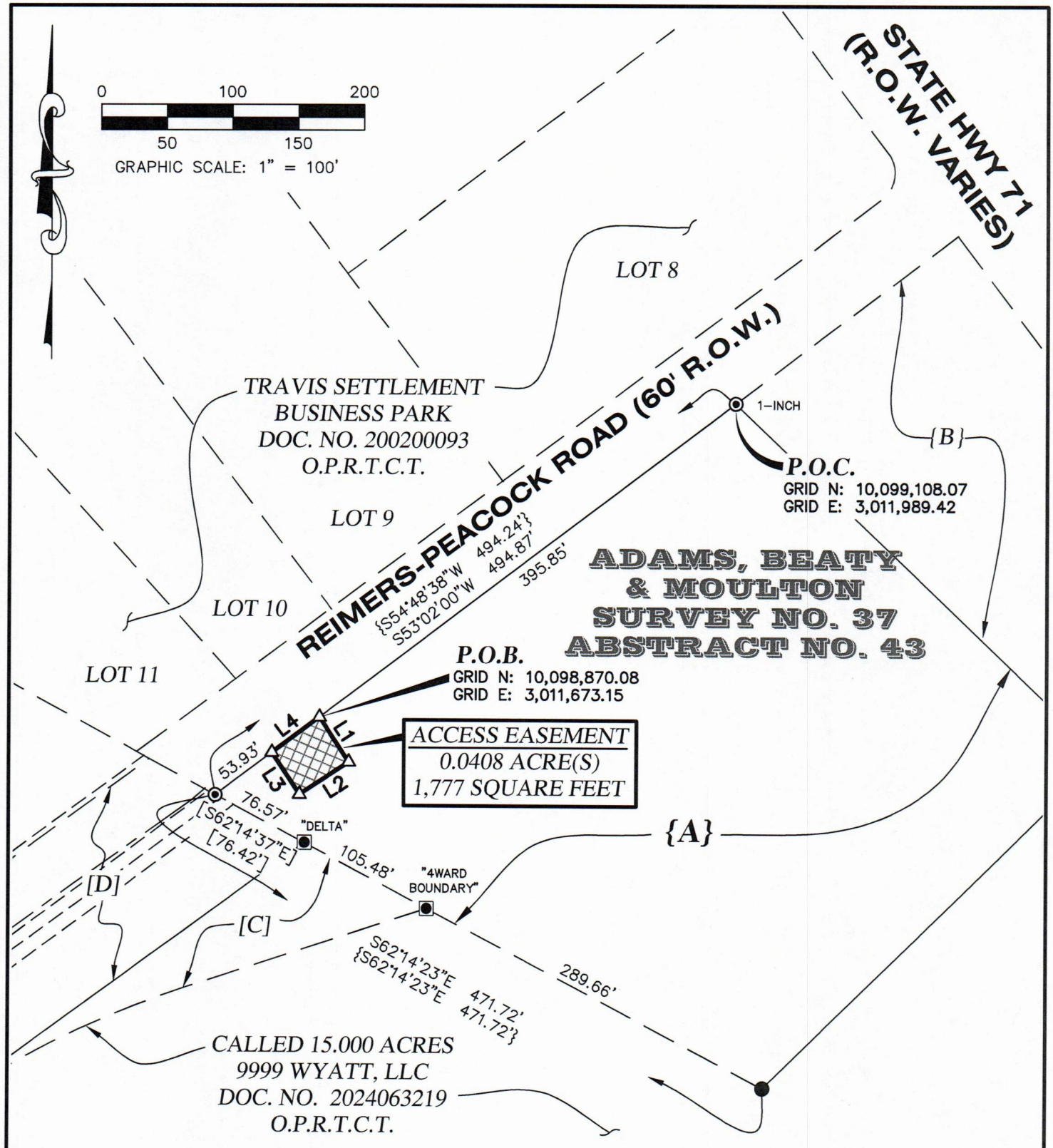
THENCE, with the common line of the southeast right-of-way line of said Reimers-Peacock road and said 4.0213 acre tract, **N53°02'00"E**, a distance of **45.09** feet to the **POINT OF BEGINNING** and containing 0.0408 Acre (1,777 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000102170438. See attached sketch (reference drawing: 00031_AE-1.dwg).

Fernando Perez 10/7/2026
Fernando Perez, RPLS #7041
Capital Surveying

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR



0.0408 ACRE ACCESS EASEMENT City of Spicewood, Travis County, Texas

CAPITAL SURVEYING

info@capitalsurveying.com (512) 327-4006
P.O. BOX 90163 - Austin, Texas 78709
TBPELS FIRM #10126700

Date:	10/7/2026
Project:	00031
Scale:	AS NOTED
Reviewer:	JB
Tech:	AK
Field Crew:	CC
Sheet:	1 OF 2

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NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000102170438.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

STATE OF TEXAS
REGISTERED
FERNANDO PEREZ
7041
PROFESSIONAL
LAND SURVEYOR

10/7/2026

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
— — — —	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD WITH "CSC BOUNDARY" CAP SET
▣	IRON ROD WITH "DELTA" CAP FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
P.O.B.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
{.....}	RECORD INFORMATION PER DEED DOC. NO. 2022191103
[.....]	RECORD INFORMATION PER ADJACENT PROPERTIES

{A}
CALLED 4.0213 ACRES
"TRACT 2"
LAKE TRAVIS
INDEPENDENT SCHOOL
DISTRICT
DOC. NO. 2022191103
O.P.R.T.C.T.

{B}
CALLED 1.4961 ACRES
"TRACT 1"
LAKE TRAVIS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2022191103
O.P.R.T.C.T.

[C]
CALLED 0.2865 ACRES
(EXHIBIT "A" TRACT 1)
LAKE TRAVIS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2024009615
O.P.R.T.C.T.

[D]
CALLED 117.07 ACRES
LAKE TRAVIS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2017111944
O.P.R.T.C.T.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S33°21'47"E	40.92'
L2	S56°38'13"W	45.00'
L3	N33°21'47"W	38.08'
L4	N53°02'00"E	45.09'

0.0408 ACRE ACCESS EASEMENT
City of Spicewood, Travis County, Texas

CAPITAL SURVEYING
info@capitalsurveying.com (512) 327-4006
P.O. BOX 90163 - Austin, Texas 78709
TBPELS FIRM #10126700

Date:	10/7/2026
Project:	00031
Scale:	AS NOTED
Reviewer:	JB
Tech:	AK
Field Crew:	CC
Sheet:	2 OF 2

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