

9422

RESOLUTION NO. 21-1984

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ACCEPTING OFFER OF CONVEYANCE OF LAND FROM THE TEXAS DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION FOR FIRE STATION SITE.

WHEREAS, The Texas Department of Mental Health and Mental Retardation has offered to lease to the City land in the desired area on which to erect and maintain a fire station; and

WHEREAS, acceptance of the contract will provide the City with a beneficial cost savings, now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That the proposed lease contract attached hereto as "Exhibit A" be hereby accepted by the City Council.

PART 2: That the City Manager be authorized to sign any and all documents necessary to complete such transactions described in Part 1 above.

PART 3: That this resolution shall take effect immediately from and after its adoption.

Adopted this 12 day of April, 1984.

ATTEST:

Patricia Patton
City Secretary

[Signature]
Mayor

APPROVED:

[Signature]
City Attorney

EXHIBIT "A"

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

That the Texas Department of Mental Health and Mental Retardation, hereinafter called "Owner," and the City of Abilene, Texas, hereinafter called "User," hereby enter into the following agreement.

WITNESSETH, that the Owner does by these presents grant User the right to use a portion of the tract of land in Abilene, Taylor County, Texas known as the Abilene State School and described as follows:

BEING a tract or parcel of land containing 3.9876 acres out of the North East corner of Section 62, Blind Asylum Lands, Taylor County, Texas, said tract or parcel of land being described as follows:

BEGINNING at a point, said point bears N 1°03' W. a distance of 50 feet and N 89°34' E. a distance of 40 feet from the North East corner of Section 62, Blind Asylum Lands for the North East and beginning corner of this tract; THENCE S. 1°03' E. a distance of 385.1 feet along a fence to an iron stake for the S. E. corner of this tract; THENCE S. 89°34' W. a distance of 425.3 feet to an iron stake for the S. W. corner of this tract; THENCE N. 9°00' W. a distance of 380.5 feet to an iron stake in a fence line for the N. W. corner of this tract; said point being on the South right-of-way line of East South 27th Street; THENCE Easterly along a curve to the right with a cord of N. 86°12' E. a distance of 149.5 feet to the end of a radius of which has an interior angle of 45°06' and a radius of 1274.55 feet; said point being marked with an iron stake;

THENCE N. 89°34' E. a distance of 328.6 feet along an existing fence to an iron stake and beginning point of this tract, and containing 3.9876 acres of land more or less.

Use of such land shall be granted to User for the following purposes and under the following conditions:

First. User may occupy said tract of land for the purpose of constructing and operating a fire station and for no other purpose.

Second. User may not place any improvements other than a fire station on, across, or under said tract of land without advance approval of Owner.

Third. At all times that User exercises any rights granted hereunder, User agrees to maintain said tract of land free of litter of any kind.

Fourth. User agrees to be responsible for landscaping said tract of land. Landscaping shall be approved by Owner.

Fifth. User shall be responsible for maintaining any grass, trees, or shrubs planted by User on said tract of land.

Sixth. User shall be solely responsible for providing such utilities, water, and sanitation facilities as User requires in connection with its use of said tract of land. User shall be solely responsible for the cost of the acquisition, installation, and utilization of such utilities, water, and sanitation facilities.

Seventh. User's right to occupy and utilize said tract of land under the terms of this license shall not prevent Owner from crossing said tract of land in order to have access to Owner's structures located on or adjacent to said tract of land.

Eighth. Owner shall retain all mineral rights to said tract and may lease said tract for mineral exploration and production without consent of User.

Ninth. User shall assume full responsibility for damages resulting from injury caused in whole or in part from the use or condition of said tract of land.

Tenth. User shall not have the right to transfer any right granted hereunder with respect to said tract of land, or any part thereof, without prior written consent of Owner.

Eleventh. In return for Owner granting this license, User agrees to provide fire protection to the Abilene State School when called upon to do so.

Twelfth. The right to use granted herein shall commence on May 1, 1984, and shall terminate on April 30, 2083. However, either Owner or User may terminate this license prior to the expiration date by giving the other party one year's written notice to terminate. Further, Owner may terminate this license at any time that the Texas Legislature directs a specific use, sale, or other disposition of said tract of land.

Granted this 3RD day of MAY, 1984.

CITY OF ABILENE

TEXAS DEPARTMENT OF MENTAL HEALTH
AND MENTAL RETARDATION

By [Signature]
Mayor

By [Signature]
Gary E. Miller, M.D.
Commissioner

[Signature]
City Secretary

APPROVED:
[Signature]
CITY ATTORNEY

CORPORATION ACKNOWLEDGEMENT

THE STATE OF TEXAS X
COUNTY OF X

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Elbert E. Hall
_____, known to me to be the person and officer whose name is
subscribed to the foregoing instrument and acknowledged to me that the same
was the act of the said CITY OF ABILENE, a corporation, and that he executed
the same as the act of such corporation for the purposes and consideration
therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 12 day of April,

A.D. 19 84.

Tracy Turner
Notary Public, Taylor County,
Texas
My Commission Expires 10-5-87

ACKNOWLEDGEMENT

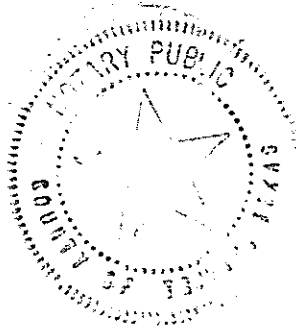
THE STATE OF TEXAS X
COUNTY OF Jravis X

BEFORE ME, the undersigned authority

in and for said County, on this day personally appeared GARY E. MILLER, M.D.,
Commissioner of the Texas Department of Mental Health and Mental Retardation,
known to me to be the person _____ whose name _____ subscribed to
the foregoing instrument, and acknowledged to me that _____ he _____
executed the same for the purposes and consideration therein expressed and
in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of May,

A.D. 19 84.



Ann Hamann
Notary Public, Travis County,
Texas
My Commission Expires Oct. 4, 1986
ANN HAMANN