



Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By: Wendy Connally **Phone #:** (512) 854-78214

Division Director/Manager: Jon White

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding the First Amendment of a Conservation Easement between Concordia University and Travis County in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Concordia University and Travis County partner in a conservation easement, executed in 2007, adding 250.65 acres to Balcones Canyonlands Preserve (BCP). The partnership has been positive and provides an important contribution to our Balcones Canyonlands Conservation Plan (BCCP) completion strategy in the Upper Bull Creek macrosite. The site provides habitat for the Golden-cheeked Warbler and spring protection for the newly listed Jollyville Plateau Salamander.

As part of Concordia's planned development this fall, they need to satisfy the City of Austin's tree mitigation requirement through donation of one acre to Travis County, contiguous to the current BCP conservation easement. The City of Austin is supportive of this compliance strategy.

STAFF RECOMMENDATIONS:

Staff recommends acceptance of the one acre contiguous with existing BCP.

ISSUES AND OPPORTUNITIES:

This adds one acre to the BCP, countable for Travis County BCCP mitigation and decreases, to a small degree, configuration (edge-to-area) issues in that particular macrosite.

FISCAL IMPACT AND SOURCE OF FUNDING:

None anticipated. Added management and monitoring costs on the additional one acre will not be onerous or significant.

ATTACHMENTS/EXHIBITS:

First Amendment to Conservation Easement between Concordia University and Travis County.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jon White	NREQ Director	TNR	(512) 854-7212
Chris Gilmore	Attorney	Attorney's Office	(512) 854-9455

CC:

Bob Moore		Comm. Daugherty's Office	(512) 854-9387

: :
0901 - BCP -

FIRST AMENDMENT TO CONSERVATION EASEMENT AGREEMENT

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

PREAMBLE

This First Amendment to Conservation Easement Agreement ("First Amendment") is made by and between Concordia University Texas, a Texas non-profit corporation, formerly Concordia University at Austin, ("Grantor".) and Travis County, a political subdivision of the State of Texas ("Grantee").

RECITALS

1. Grantor and Grantee are parties to that certain "Conservation Easement Agreement" which is recorded as Document No. 2007106613 in the Official Public Records of Travis County, Texas (the "Conservation Easement Agreement").

2. Under the terms of Paragraph 22 of the Conservation Easement Agreement, the Grantor and Grantee have the right: (a) to amend the Agreement provided such amendment will not (a) be contrary to or conflict with the purposes of the Conservation Easement, (b) result in a termination of the Conservation Easement, or (c) affect in any way the qualification of the Conservation Easement or the status of Grantee under any applicable laws, including without limitation, Section 170(h) of the Internal Revenue Code.

3. Grantor and Grantee now desire to increase the number of acres in the Preserve Tract under the Conservation Easement Agreement from 250.65 acres to 251.65, subject to the terms, provisions and agreements set forth in this First Amendment.

4. Grantor and Grantee desire that the additional acres added to the Preserve Tract under the terms of this First Amendment be used for mitigation under the Regional Plan and managed in the same manner as the original Preserve Tract described in the Conservation Easement Agreement.

5. By Articles of Amendment To Articles of Incorporation of Concordia University at Austin filed in the office of the Secretary of State of Texas, Grantor changed its name to Concordia University Texas.

AGREEMENT

Now therefore, for and in consideration of the premises herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor and Grantee hereby agree as follows:

1. Addition to the Preserve Tract. The real property shown in Exhibit A-1, attached hereto and incorporated herein by reference, is hereby added to the Preserve Tract and is now to be managed and considered part of the Preserve Tract under the terms of the Conservation Easement Agreement.

2. Defined Terms. All terms defined in the Conservation Easement Agreement and delineated in this First Amendment by initial capital letters shall have the same meanings in this First Amendment as are ascribed to such terms in the Conservation Easement Agreement, except to the extent that the meaning of any such term is specifically modified by the provisions of this First Amendment. Other terms not defined in the Conservation Easement Agreement, but defined in this First Amendment, will, when delineated with initial capital letters, have the meanings ascribed to such terms in this First Amendment. Terms and phrases, which are not delineated by initial capital letters in this First Amendment, shall have the meanings commonly ascribed thereto.

3. Effect of Amendment. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Conservation Easement Agreement shall continue to govern the rights and obligations of the parties thereunder, and all provisions and covenants of the Conservation Easement Agreement, as amended hereby, shall remain in full force and effect. The terms of and provisions of the Conservation Easement Agreement, as amended by this instrument, are hereby ratified and confirmed, and this First Amendment and the Conservation Easement Agreement shall be construed as one instrument. In that regard, this First Amendment and the Conservation Easement Agreement, including all exhibits to such documents, constitute the entire agreement between the parties relative to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith. In the event of any inconsistency, the terms and provisions of this First Amendment shall control over and modify the terms and provisions of the Conservation Easement Agreement.

4. Multiple Counterparts. This Agreement may be executed in multiple counterparts each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

Executed by the undersigned effective as of the date of final execution set out herein below.

GRANTOR:

CONCORDIA UNIVERSITY TEXAS,
a Texas non-profit corporation

By: 
Name: CHARLES G. BELCHER
Title: EXEC VP PRES
Date: 7/1/2014

GRANTEE:

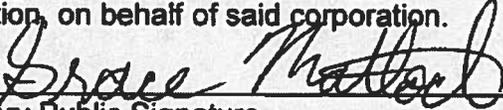
TRAVIS COUNTY,
a political subdivision of the State of Texas

By: _____
Samuel T. Biscoe
County Judge
Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 1st day of JULY, 2014 by CHARLES G. BELCHER EXEC VP of Concordia University Texas, a Texas non-profit corporation, on behalf of said corporation.


Notary Public Signature

(SEAL)



THE STATE OF TEXAS §

COUNTY OF TRAVIS §
 §

This instrument was acknowledged before me on the ____ day of _____, 2014 by Samuel T. Biscoe, County Judge of Travis County, Texas, on behalf of said county.

(SEAL)

Notary Public Signature



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "A-L"

**PORTION OF LOT 2, BLOCK A,
AMENDED PLAT OF LOTS 2, 3
AND 4, SCHLUMBERGER
SUBDIVISION**

**J.E. LINN SURVEY, ABSTRACT NO. 492
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 1.000 ACRES (APPROXIMATELY 43,560 SQ. FT.) IN THE J.E. LINN SURVEY, ABSTRACT NO. 492, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, AMENDED PLAT OF LOTS 2, 3 AND 4, SCHLUMBERGER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200800034 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO CONCORDIA UNIVERSITY OF AUSTIN, IN A SPECIAL WARRANTY DEED, DATED MARCH 29, 2007 AND RECORDED IN DOCUMENT NO. 2007060160 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with "SA GARZA" cap found at the southwest corner of said Lot 2, being the southeast corner of Lot 1, Block A, Canyon at Rock Harbour, a subdivision of record in Document No. 200000026 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar with plastic cap in concrete found for an angle point in a west line of said Lot 2, being the northeast corner of Lot 1, Block A, Archstone One at Canyon Creek, a subdivision of record in Document No. 200000027 of the Official Public Records of Travis County, Texas, bears North 17°56'42" East, a distance of 2659.72 feet;

THENCE, North 58°12'09" East, crossing said Lot 2, a distance of 2820.80 feet to a calculated point in the south line of that tract of land described as 230.68 acres in a conservation easement agreement described in Document No. 2007106613 of the Official Public Records of Travis County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof, from which an angle point in the south line of said 230.68 acre tract bears South 32°23'59" West, a distance of 48.01 feet;

THENCE, crossing said Lot 2, with the south line of the said 230.68 acre tract, the following four (4) courses and distances:

1. North 27°43'01" East, a distance of 211.38 feet to a calculated point;
2. North 32°23'59" East, a distance of 126.17 feet to a calculated point for the

northernmost corner hereof;

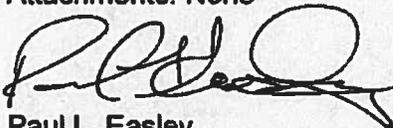
3. South 30°28'18" East, a distance of 140.24 feet to a calculated point;
4. South 03°51'02" East, a distance of 177.37 feet to a calculated point for the southwest corner hereof, from which a 1/2" iron rod found at an angle point in the south line of the said 230.68 acre tract, being the south line of said Lot 2, and being the north line of that tract of land called 41.143 Acres in a deed to the City of Austin, of record in Document No. 2007229038 of the Official Public Records of Travis County, Texas, bears South 03°51'02" East, a distance of 304.92 feet; South 08°29'02" West, a distance of 179.00 feet; South 19°01'18" West, a distance of 402.17 feet; South 06°13'47" West, a distance of 156.86 feet; and South 48°37'30" West, a distance of 276.12 feet;

THENCE, North 89°02'10" West, leaving the said 230.68 acre tract and continuing across said Lot 2, a distance of 248.98 feet to the POINT OF BEGINNING, containing 1.000 acres of land, more or less.

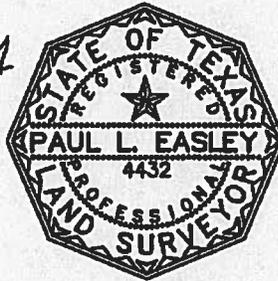
Surveyed on the ground June 18, 2014.

Bearing Basis: Grid Azimuth for Texas Central Zone State Plane Coordinates based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS).

Attachments: None

 06/19/14

Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432
TBPLS Firm No. 10124500



REFERENCES

TCAD Property ID: 768380
Austin Grid map D-35