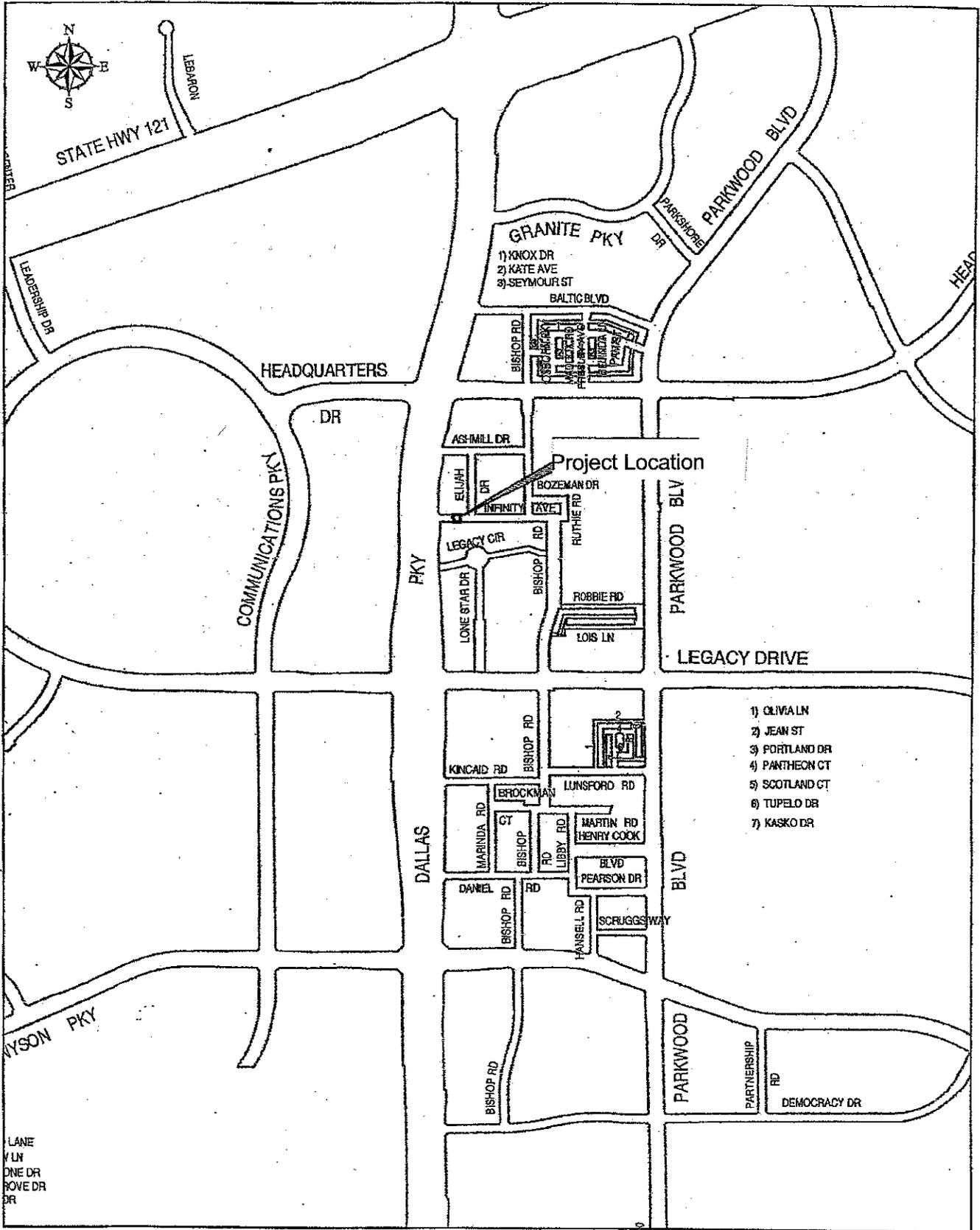




**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the assignment of an Airspace Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the agreement reflecting same.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Assignment of an Airspace Agreement relates to the City's Goals of Safe Large City and Exciting Urban Centers – Destination for Residents and Guests.				
<b>SUMMARY OF ITEM</b>				
This Resolution approves the assignment of an existing Airspace Agreement from Nodenble Associates, LLC to FSP One Legacy Circle LLC. The existing Airspace Agreement allows for an elevated pedestrian canopy between two buildings across Infinity Avenue.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

# INFINITY AVENUE



## LOCATION MAP

**A Resolution of the City Council of the City of Plano, Texas, approving the assignment of an Airspace Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the agreement reflecting same.**

**WHEREAS**, the City Council has been presented a request by Nodenble Associates, LLC to approve an assignment of the Airspace Agreement with the City to FSP One Legacy Circle LLC previously approved by Resolution No. 2007-9-21(R); and

**WHEREAS**, the City Council has also been presented a request to approve a 1st Amendment of Airspace Agreement by and between the City of Plano, Texas, Nodenble Associates, LLC, and FSP One Legacy Circle LLC reflecting same, a substantial copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, the City Council finds that the assignment of the Airspace Agreement is in the best interest of the City due to the fact that FSP One Legacy Circle LLC is purchasing the real property at One Legacy Circle located at 7500 and 7640 Dallas North Tollway, Plano, Texas; and

**WHEREAS**, upon full review and consideration of the 1<sup>st</sup> Amendment to the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:**

Section I. The assignment of the Airspace Agreement previously approved in Resolution No. 2007-9-21(R) from Nodenble Associates, LLC to FSP One Legacy Circle LLC is hereby in all things approved.

Section II. The terms and conditions of the 1st Amendment to the Airspace Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section III. The City Manager or his authorized designee is hereby authorized to execute the 1<sup>st</sup> Amendment and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the 1<sup>st</sup> Amendment to the Agreement attached hereto.

Section IV. This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of March, 2011.

---

Phil Dyer, MAYOR

**ATTEST:**

---

Diane Zucco, CITY SECRETARY

**APPROVED AS TO FORM:**

---

Diane C. Wetherbee, CITY ATTORNEY

**THE STATE OF TEXAS** § **1st Amendment of Airspace Agreement**  
§ **by and between the City of Plano, Texas**  
**COUNTY OF COLLIN** § **and Nodenble Associates, LLC**

THIS Amendment of Airspace Agreement (“Amendment”) is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **NODENBLE ASSOCIATES, LLC**, a Delaware limited liability corporation (“Company”), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (“City”), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City Council approved an airspace agreement by Resolution 2007-9-21(R) (“Agreement”) (attached as Exhibit “A”) between the City and Company for the construction and perpetual maintenance of a pedestrian crossing with elevated canopy crossing over Infinity Avenue a public right-of-way; and

**WHEREAS**, Company requests that the City approve the assignment of the Agreement to FSP One Legacy Circle LLC, the Buyers of One Legacy Circle, 7500 and 7640 North Tollway, Plano, Texas; and

**WHEREAS**, the parties wish to amend the Agreement as set forth below to reflect the assignment.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

**Section 1.** Pursuant to Section 8(a) of the Agreement, the City of Plano consents to the Company's request to assign the Agreement to FSP One Legacy Circle LLC and the Agreement is amended as follows:

FSP One Legacy Circle LLC agrees to be fully bound by all the terms, conditions, rights and responsibilities required of the Company pursuant to the Agreement which accrue from and after the date of this Amendment, including any compensation that the City may charge under the Agreement for the airspace use, until the Agreement expires or is otherwise terminated. Any reference in the Agreement to Nodenble Associates, LLC shall hereinafter be replaced by and refer to FSP One Legacy Circle LLC for the remainder of the term of the Agreement.

**Section 2.** Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

**CITY OF PLANO, TEXAS**, a home rule city and municipal corporation

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**NODENBLE ASSOCIATES, LLC**,  
a Delaware Limited Liability Company

By: **TCDFW INVESTMENT AND  
DEVELOPMENT INC.**, a Delaware  
Corporation, its sole managing member

By: \_\_\_\_\_

**FSP ONE LEGACY CIRCLE LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
George J. Carter  
PRESIDENT

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §  
§  
**COUNTY OF COLLIN** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF DELAWARE** §  
§  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ of **TCDFW INVESTMENT AND DEVELOPMENT, INC.**, a Delaware Corporation, sole managing member of **NODENBLE ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of said corporation and limited partnership.

\_\_\_\_\_  
Notary Public, State of Delaware

**COMMONWEALTH OF MASSACHUSETTS** §  
§  
**COUNTY OF MIDDLESEX** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **GEORGE J. CARTER**, President of **FSP ONE LEGACY CIRCLE LLC**, a limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Massachusetts

## AIRSPACE AGREEMENT

THIS AIRSPACE AGREEMENT (this "Agreement") made and entered into this \_\_\_\_\_ day of, 2007, by and between the CITY OF PLANO, TEXAS, a home-rule municipal corporation, (the City) and NODENBLE ASSOCIATES, LLC, a Delaware limited liability company.

### WITNESSETH:

WHEREAS, the City has the authority to grant to a private entity the right, license and permission to use the airspace above a city-owned right-of-way, provided the property used is not needed for current or future transportation or other needs; and

WHEREAS, the City has acquired sufficient legal right, title and interest in the right-of-way of Infinity Avenue within the City limits of the City of Plano, Texas, which includes the property described in Exhibit A attached hereto and by reference made a part hereof, (the Property); and

WHEREAS, the City desires to grant to Licensee the right, license and permission to use the airspace above the Property, such airspace being more particularly described in Exhibit B attached hereto and by reference made part hereof (the Airspace), for the purpose of developing, constructing, operating, maintaining, repairing and replacing an elevated canopy, which canopy facility (the Canopy) will span Infinity Avenue right-of-way (hereinafter Street) and connect two separate buildings used by Licensee, such use to be subject to the terms and conditions of this Agreement; and

WHEREAS, the proposed use will not impair the full use and safety of the Street or require or permit vehicular access to such space directly from the established grade line of said Street or interfere with the free flow of traffic on said Street.

NOW, THEREFORE, in consideration of the premises, and the covenants, promises, understandings and agreements made by each party to the other as set forth herein, the City and the Licensee do hereby mutually agree as follows:

1. Recitals

The recitals hereto are true and correct and form an integral part of this Agreement.

2. Property and Term

The City does hereby grant to Licensee the right, license and permission to the exclusive and perpetual use of the Airspace, beginning with the date of this Agreement, and terminating at such time and upon such conditions as set forth herein. The use of the Airspace shall be for the purposes of developing, constructing, operating, maintaining, repairing and replacing the Canopy.

3. Payment

Licensee shall pay the City the sum of Six Hundred Ninety Two and no/100 dollars (\$692.00) annually for the license herein granted, said sum to become due and payable on the 1<sup>st</sup> day of October each year, in advance, with the first payment due October 1, 2007. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by Licensee if any. Additionally, all

monies owed to the City under this Agreement shall be subject to the assessment of interest at a rate of ten percent (10%) per year from the date after any monies become due until paid in full.

4. Use, Occupancy and Maintenance

(a) The Licensee shall be responsible for developing and operating the Canopy as set forth herein.

(b) The Licensee's proposed use of the Canopy is as follows:

The Canopy will be for the private use of the Licensee, and will be used to transport goods, equipment, staff and guests from a parking garage on the north side of Infinity Avenue to office tenant lease space in a building on the south side of the street, and for other appurtenant needs not inconsistent with this agreement.

(c) Any change in the authorized use of the Airspace shall require prior written approval from the City Engineer, which approval shall not be unreasonably withheld or delayed.

(d) The City, through its duly authorized representative, employees and contractors, may enter the Canopy or the Airspace at any time upon reasonable prior notice for the purpose of inspection, maintenance, or reconstruction of the Street and adjacent facilities owned by the City, when necessary or for the purpose of surveying, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

(e) Licensee, at Licensee's sole cost and expense, shall maintain the Canopy so as to assure that Canopy will be kept in good condition, both as to safety and appearance so as not to be in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the Street use. In the event that Licensee fails to so maintain the Canopy, the City, through its duly authorized representatives, employees and contractors, may enter the Canopy to perform such work, and the cost thereof shall be chargeable to the Licensee and shall be immediately due and payable to the city upon the performance of such work.

(f) The occupancy and use of the Canopy shall not be such as will permit the unreasonable objectionable smoke, fumes, vapor or odors to rise above the grade line of the Street.

(g) The proposed Canopy shall not cause or allow any changes in the existing drainage to the land under the Airspace.

(h) Licensee shall not occupy or use or permit or suffer the Airspace or any part thereof to be occupied or used for any illegal business use or purpose, nor for any business, use or purpose deemed to be hazardous or involving any substance or waste nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future Federal, State or Local laws, orders, directions, ordinances or regulations.

(i) Existing utilities and all corresponding easements within or affecting the Airspace of the Property shall remain in place and Licensee shall not disturb the same.

(j) The Canopy shall at all times remain the property of the Licensee.

5. Insurance and Indemnification

(a) It is understood and agreed, and a condition hereof, that Licensee shall at all times during the term hereof carry public liability insurance against bodily injury and airspace damage with a company authorized to do business in the State of Texas and satisfactory to the City, protecting Licensee and the City (to be a named additional insured) against any and all claims of injuries to persons or damages to the Airspace as a result of, or arising out of, the construction, use and maintenance by Licensee of the Airspace and Licensee's Canopy improvements and equipment in connection therewith and located therein. Said insurance shall be in amounts of not less than:

\$1,000,000 -Bodily Injury or Death, Per Occurrence  
\$1,000,000 -Property Damage, Per Occurrence

Further, Licensee shall pay for and maintain throughout the term hereof, fire and extended coverage insurance on the Canopy within the Airspace, in an amount sufficient to fully repair or rebuild the Canopy in the event of partial or complete destruction and Licensee shall be obligated to rebuild and repair Canopy to its previous condition and any proceeds or such insurance shall first be used solely for this purpose. In the event of damage or destruction to the Canopy during the terms of this license, which damage is either (i) not recoverable under a valid fire and extended coverage insurance policy, or (ii) the result of damage or destruction to any abutting structures which are not reconstructed, Licensee may, in lieu of the obligation to rebuild and repair, terminate this Agreement. In such event, the removal of any remaining portions of the Canopy shall be undertaken by Licensee, at its, sole cost, to the satisfaction of the City Engineer.

Licensee shall carry all such insurance, at its expense, and furnish to the City a certificate of such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving thirty (30) days' written notice to the City. In the event Licensee shall allow said insurance coverage to lapse during the term hereof, then the City Engineer may terminate this Agreement after the City Engineer provides Licensee with written notice and a ten (10) day opportunity to cure, and order the removal of the Canopy at Licensee's sole expense.

(b) It is understood and agreed as a condition hereof, that Licensee's contractors shall at all times while engaged in the construction, alteration, repair or maintenance of Licensee's improvements within the Airspace, during the term of this Agreement, carry the following minimum insurance with companies' authorized to do business in the State of Texas, to the satisfaction of the City, protecting Licensee and the City against any and all claims for injuries to persons or damage to licensed area, as a result of, or arising out of such construction, alteration, repair or maintenance by Licensee's contractors of the improvements located within the Airspace:

1. Workers' Compensation as required by Texas law.
2. Comprehensive General Liability Insurance, including Independent Contractor's Liability, completed Operations and Contractual Liability, fully insuring each contractor's liability for bodily injury, extended to include Personal Injury liability coverage, and for damages to licensed area of their parties, with the following limits:

Injury or Death -\$1,000,000  
Property Damage -\$1,000,000

The policy shall name Licensee and the City as additional insured and include broad form Property Damage coverage extended to apply to completed operations, XCU exclusions removed.

3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, minimum limit \$1,000,000, such insurance to include coverage for loading and unloading hazards.
4. During initial construction of Licensee's improvements to the licensed area, and during major alterations thereof, Licensee's contractor shall obtain "Umbrella" excess liability coverage insuring the contractor for an amount of not less than \$10,000,000 combined single limit bodily Injury and Property Damage liability, including death, as in excess of the primary coverage required hereinabove, Licensee and the City to be named as additional insured and Licensee's contractor shall also obtain, at no cost to the City, ALL-Risks, Builder's Risk Insurance, insuring against losses resulting from fire, Extended Coverage, Vandalism, and Malicious Mischief, etc., in an amount equal to one hundred percent (100%) of the insurable value of the construction work, Completed Value Form including materials delivered and labor performed for work. This policy shall be written jointly in the names of the Licensee, the City, the contractor, subcontractors and sub-subcontractors, as their interests may appear. The policy shall have endorsement as follows:
  - (a) This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the licensed area.
  - (b) Loss, if any shall be adjusted with and made payable to the Licensee as Trustee for the insured as their interests may appear.

The above insurance shall be at no expense to the City, and the Licensee shall furnish to the City the certificates evidencing such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving ten (10) days written notice to the City. In the event Licensee should allow such insurance coverage to lapse during the term of this license, then the City Engineer may terminate this Agreement after notice to Licensee and a ten (10) day opportunity to cure.

- (c) The Licensee will at all times assume all risk of any nature related to the Canopy, indemnify, defend, and save harmless the City from and against all loss, damage, cost or expense, including reasonable attorney's fees, arising in any manner on account of the exercise or attempted exercises by said Licensee of the aforesaid rights and privileges including, but not limited to, the construction, operation, and maintenance of the Canopy or the Licensee's default under this Agreement except for the gross negligence or willful misconduct of the City, its employees' agents, and/or representatives.

## 6. Termination and Revocation

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to terminate this Agreement upon the following terms and conditions:

(a) The City may terminate this Agreement, without liability, in the event the Licensee violates any of the conditions of this Agreement and such violation is not corrected within thirty (30) days after written notice of noncompliance has been given.

(b) The City may terminate this Agreement in the event the construction of improvements to the Street, under the Canopy, requires that the Canopy be removed. The determination of whether such improvements require the Canopy to be removed will be made by a majority decision of a panel of engineers consisting of the City Engineer, an engineer selected by Licensee, and a third engineer agreed upon by each of the parties' engineers. In order to exercise this right of termination, the City must provide notice to the Licensee not less than one year prior to the proposed termination date set forth in such notice. In the event the panel determines that the Canopy needs to be removed, the Licensee agrees that it will be responsible for any additional construction cost incurred by the City made necessary by virtue of the presence of the Canopy.

(c) Upon notice of termination under this paragraph and prior to the termination date, the Licensee shall, at Licensee's sole cost and expense, unless reimbursement is authorized at City's sole discretion, promptly remove, dismantle and/or demolish the Canopy in accordance with the requirements of the City and all applicable building and construction codes, laws, ordinances or regulations.

## 7. Construction

(a) The Licensee shall observe all Federal, State and Local safety regulations during construction of the Canopy operations. The Licensee must safely conduct the public through the project areas in accordance with the Manual on Uniform Traffic Control Devices by displaying necessary safety devices and taking whatever other measures are required or appropriate.

(b) In case the Licensee fails to meet any of the City requirements, the Licensee will be barred from performing further work under this Agreement and will be required to bring the permitted work into compliance or remove said work from the right-of-way at no cost to the City.

(c) All work shall meet the City's standards and be certified by the City Engineer that the work has been substantially completed in accordance with all City's Standard Specifications for Public Works Construction, and in accordance with all the City's published or promulgated rules, regulations, policies, plans, special provisions, and safety standards pertaining to this type of work. The City Engineer is located at 1520 K Avenue, Plano, Texas 75074, (972)941-7152.

(d) All materials and equipment may be subject to inspection by City after reasonable notice. To the extent owned or controlled by the City, the City shall provide a temporary construction easement, benefiting Licensee, covering that portion of Kincaid Road reasonably necessary during the construction process.

## 8. Miscellaneous

(a) The Airspace and Licensee's rights under this Agreement shall not be transferred, assigned or conveyed to another party without the prior written consent of the City. Such consent not to be unreasonably withheld, provided that Licensee may make such assignment to an entity wholly owned by a parent entity of Licensee.

(b) During the term of this Agreement, Licensee shall, at Licensee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances and regulations of the United States of America, the State of Texas, county or city governments or lawful authority whatsoever, affecting the Airspace or any part thereof, and of all insurance companies policies covering the Airspace or any part thereof.

(c) This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

(d) Licensee acknowledges that it has reviewed this Agreement, is familiar with its terms and has had adequate opportunity to review this Agreement with legal counsel of Licensee's choosing. Licensee has entered into this Agreement freely and voluntarily. No modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon the City or Licensee unless in writing and signed by both such parties.

(e) Licensee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used in connection with the Canopy.

(f) All notices to the City and Licensee shall be sent at the addresses set forth below:

*If to the City:*

**City of Plano**  
Attn: City Engineer  
P.O. Box 860358  
Plano, Texas 75086-0358

*If to the Licensee:*

TCDFW Investment and Development, Inc. N/A  
Mark Allyn  
Executive Vice President  
~~2001~~ ~~2400~~ Ross Avenue, Suite ~~400~~ ~~3400~~  
Dallas, TX 75201  
Fax Number (214) 979-5600- ~~263-4493~~

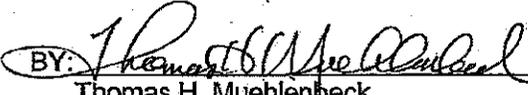
(g) This Agreement may be entered into in conjunction with the issuance of a permit or license by the City that shall authorize Licensee's use of the Airspace for the development, construction, operation, maintenance, repair and replacement of the Canopy. Any inconsistency between the terms and conditions of this Agreement and such permit or license shall be construed in favor of and consistent with the terms and conditions of this Agreement.

(h) This Agreement shall be governed by the laws of the State of Texas, and any applicable laws of the United States of America. All obligations of the parties created by the Agreement are performable in Collin County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF PLANO, TEXAS  
a home-rule municipal corporation

Resolution No. 2007-9-21 (CR)

BY: 

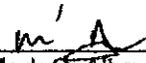
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

  
Diane C. Wetherbee, CITY ATTORNEY

NODENBLE ASSOCIATES, LLC  
a Delaware limited liability company

BY: TCDFW Investment and Development,  
Inc.  
a Delaware corporation  
Its sole managing member

BY: 

Mark C. Allyn  
Executive Vice President



**EXHIBIT "A"**

**LEGAL DESCRIPTION  
0.034 ACRE**

**BEING** at tract of land in the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas and being part of Infinity Avenue (60' ROW) as dedicated by the plat recorded in Volume 2006, Page 440 of the Map Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found in the north right-of-way line of Infinity Avenue (60' ROW) from which the intersection of the north right-of-way line of said Infinity Avenue and the west right-of-way line of Elijah Drive (60' ROW) bears EAST, 18.75 feet;

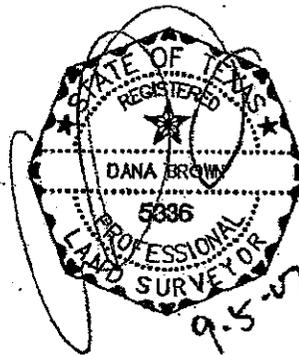
**THENCE SOUTH**, a distance of 60.00 feet to a point in the south line of said Infinity Avenue;

**THENCE** with said south line, **WEST**, a distance of 25.00 feet to a point for corner;

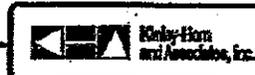
**THENCE** leaving said south right-of-way line, **NORTH**, a distance of 60.00 feet to a point in the north right-of-way line of said Infinity Avenue;

**THENCE** with said north right-of-way line, **EAST**, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 1,500 square feet or 0.034 acre of land.

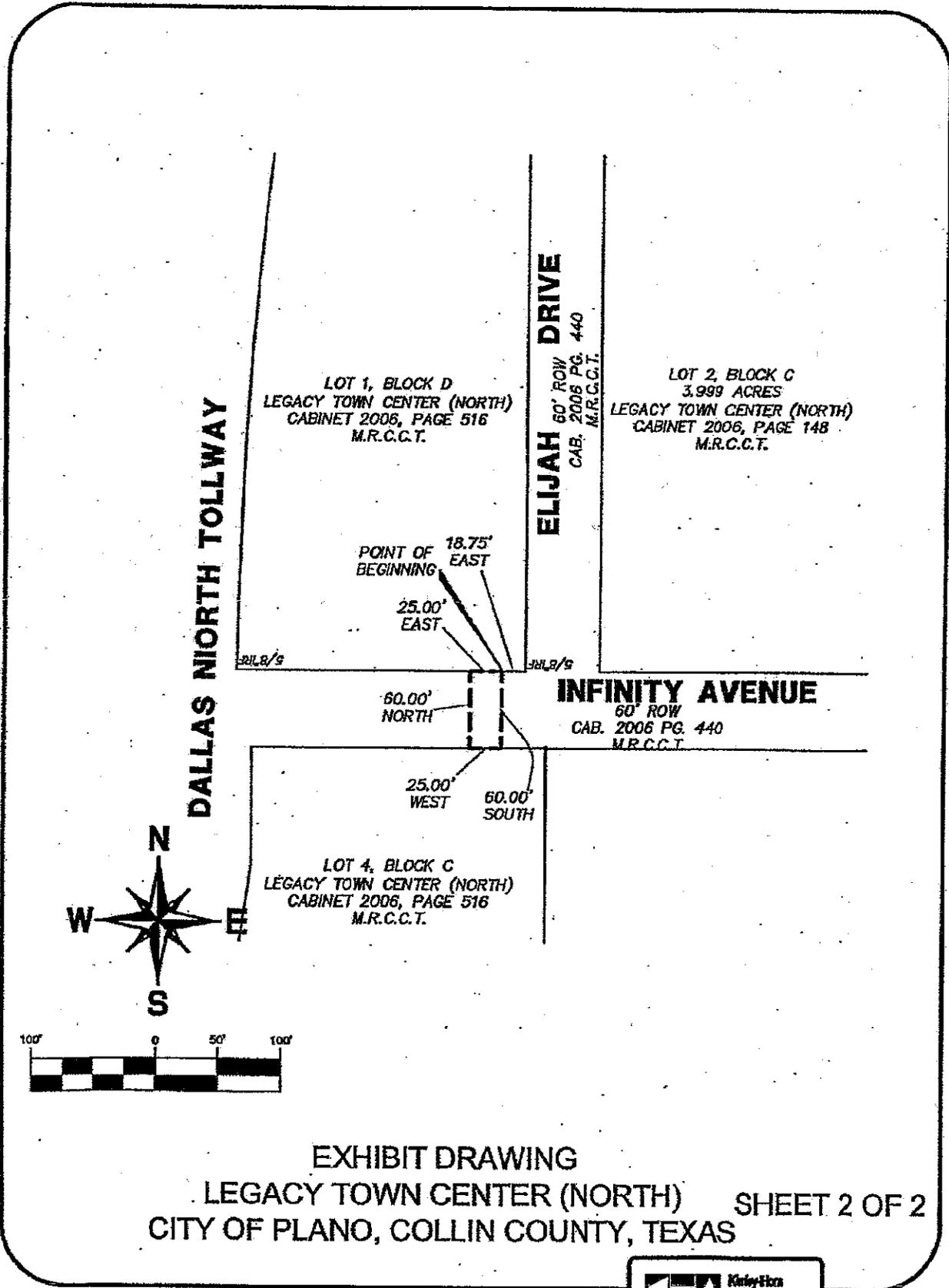
Bearing system based on the monuments found in the north right-of-way line of Infinity Avenue according to the plat recorded in Volume 2006, Page 440 of the Map Records of Collin County, Texas.



**EXHIBIT DRAWING  
LEGACY TOWN CENTER (NORTH) SHEET 1 OF 2  
CITY OF PLANO, COLLIN COUNTY, TEXAS**



**EXHIBIT "A"**



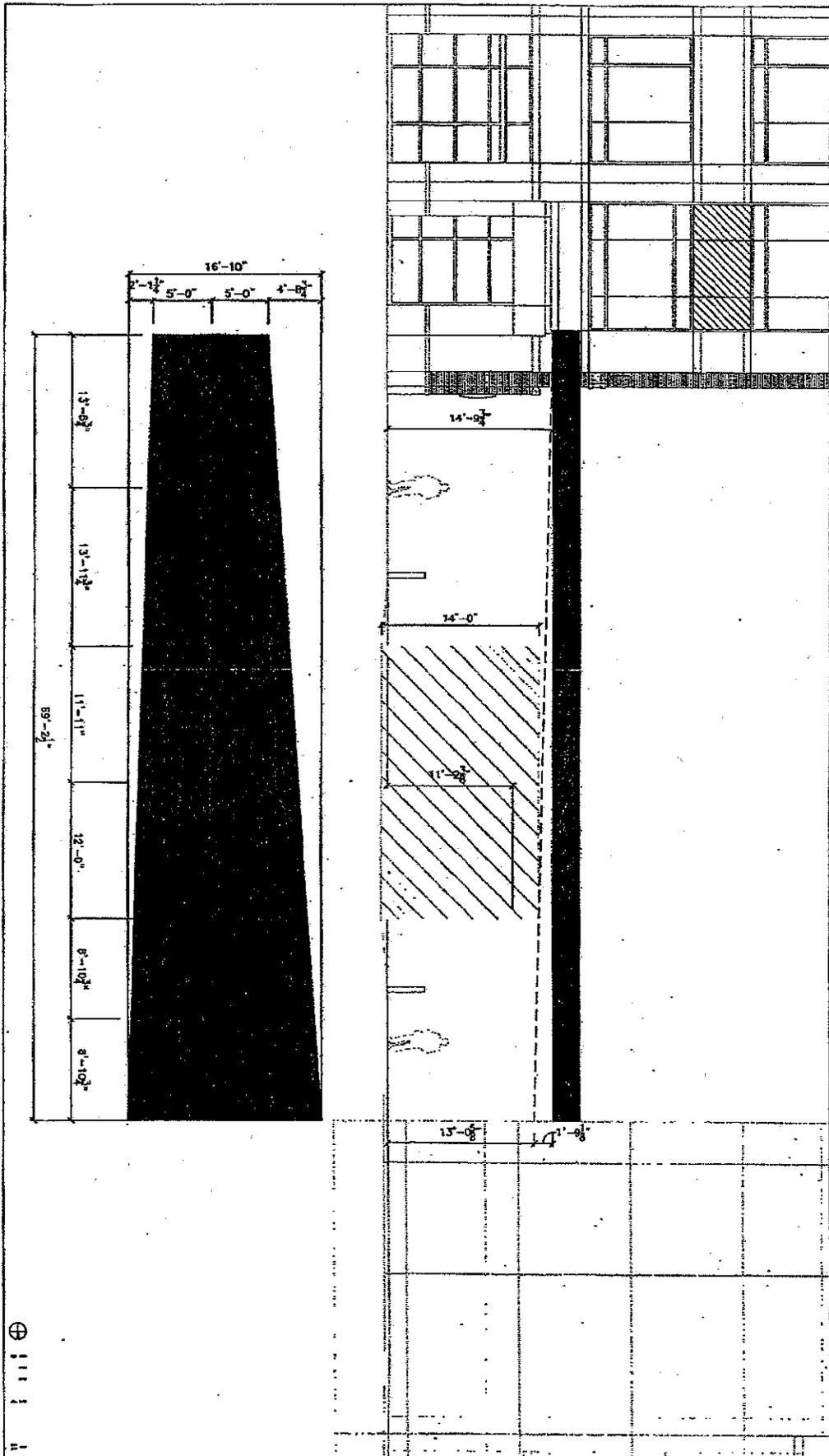
**EXHIBIT DRAWING**  
**LEGACY TOWN CENTER (NORTH) SHEET 2 OF 2**  
**CITY OF PLANO, COLLIN COUNTY, TEXAS**



EXHIBIT "B"

THE UNIVERSITY OF TEXAS AT ARLINGTON  
PLANO, TX

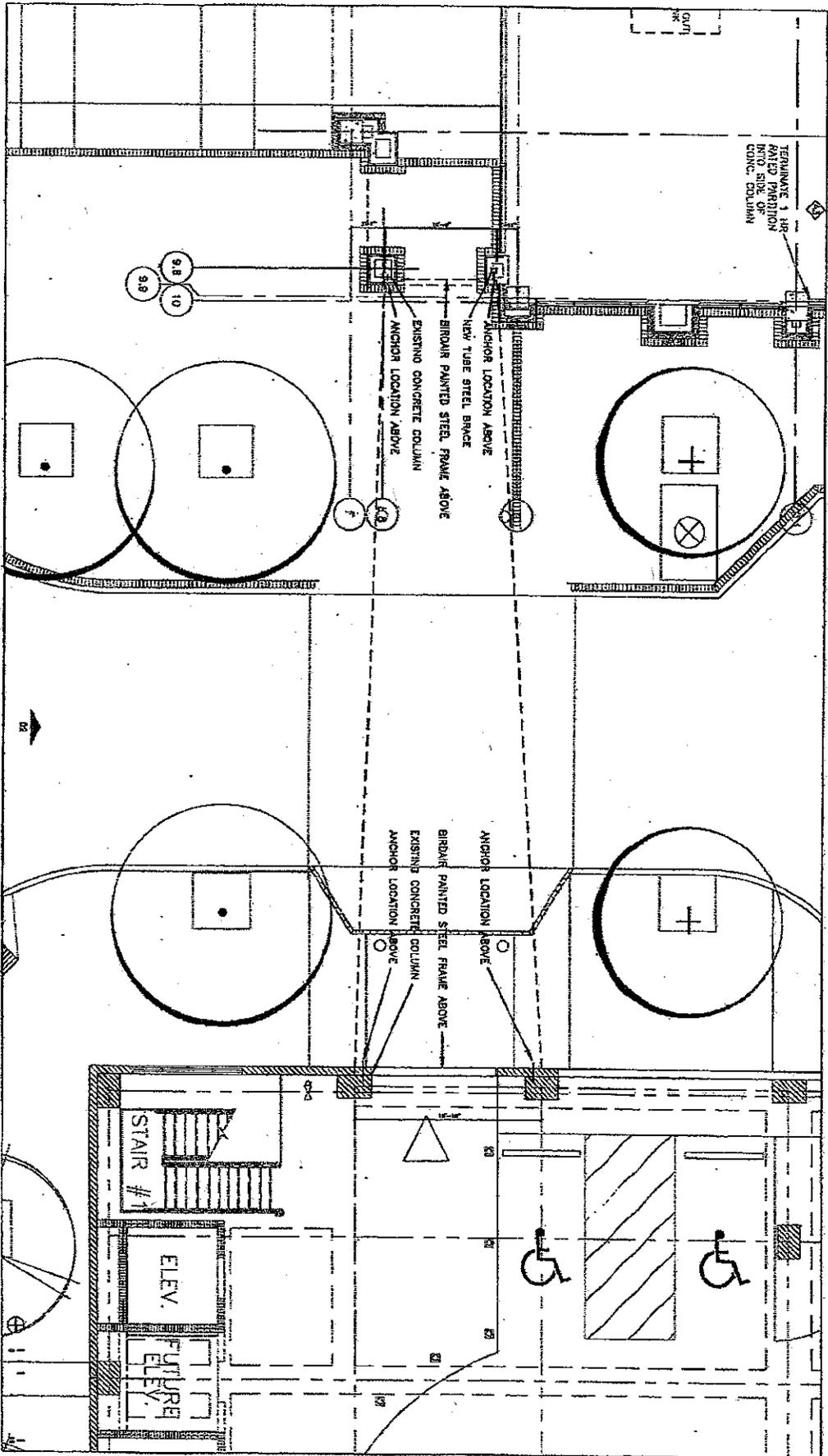
ONE LEGACY CIRCLE



BIRDAIR CANOPY - ROOF PLAN & EAST ELEVATION  
22 AUGUST 2017 #1015

HKS  
ARCHITECTS

EXHIBIT "B"



ONE LEGACY CIRCLE

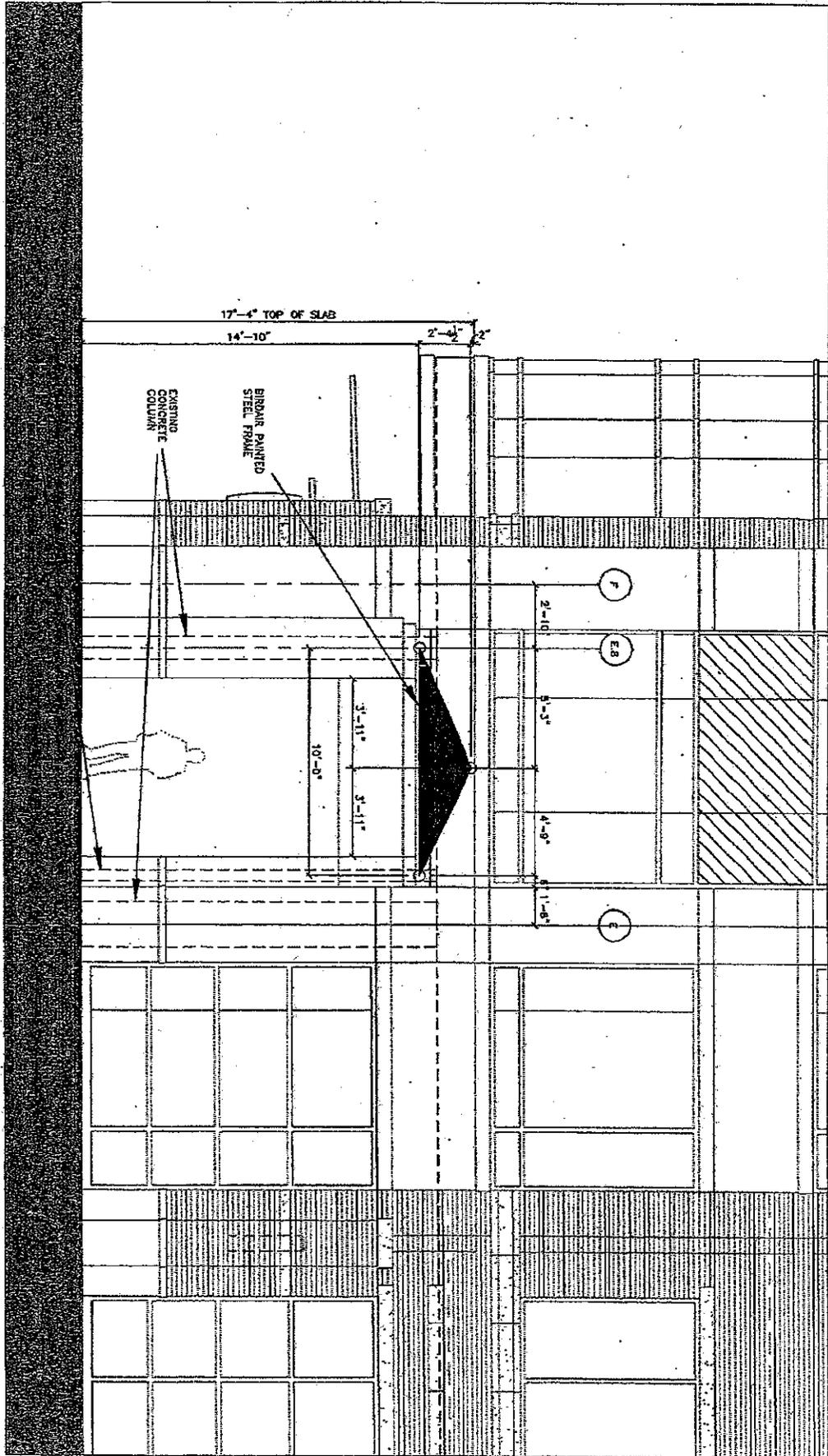
Turner Construction Company  
PLANO, TX

BIRDAIR CANOPY - GROUND FLOOR PLAN  
02 AUGUST 2007 #10115

HKS  
1 10000000

EXHIBIT "B"

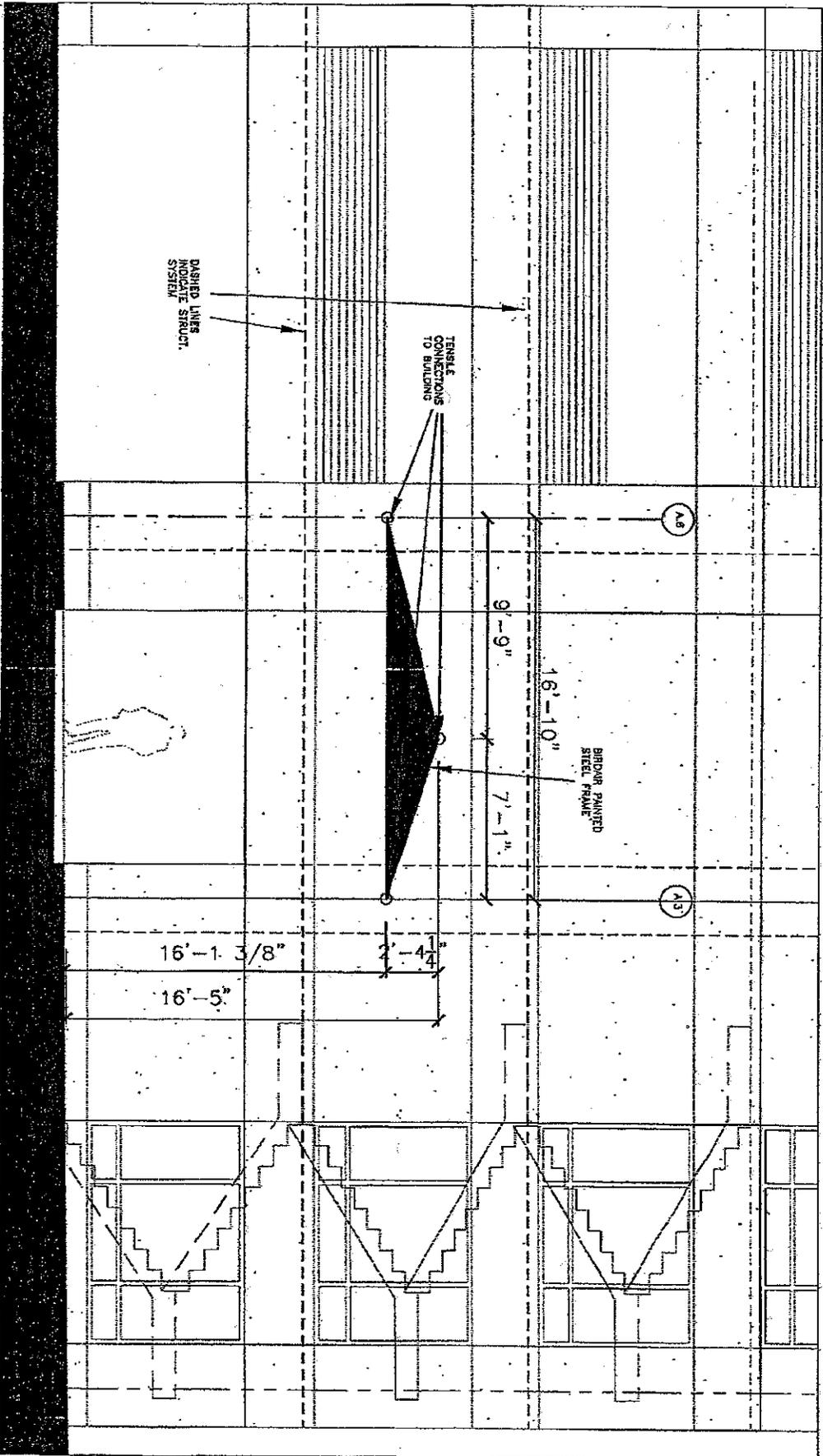
ONE LEGACY CIRCLE  
PLANO, TX



BIRDAIR CANOPY - CONNECTION TO BUILDING  
02 AUGUST 2007 #10118

HKS  
ARCHITECTS

**EXHIBIT "B"**



**ONE LEGACY CIRCLE**

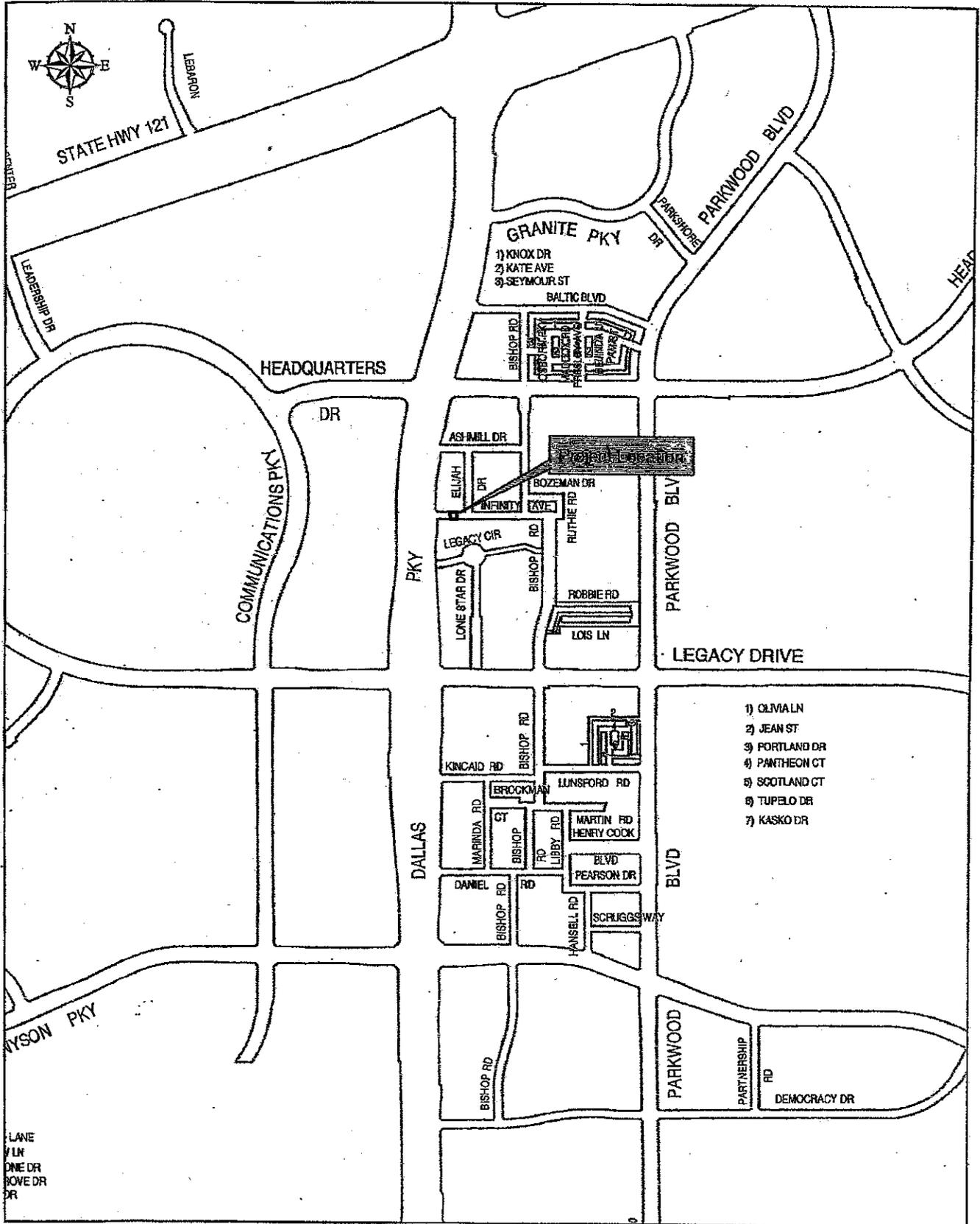
Thornhill/Corn Company PLANO, TX

BIRCH CANOPY - CONNECTION TO GARAGE  
02 AUGUST 2007 #1018

**HKS**  
ARCHITECTS



# INFINITY AVENUE



## LOCATION MAP

09/11/07