



## 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:		4/09/2012			
Department:	Public Works				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #): <b>Linda Sweeney (X-7157)</b>					
<b>CAPTION</b>					
<p>A resolution of the City of Plano, Texas, authorizing a Partial Release of Public Improvement Agreement dated March 7, 1995, by HAGGAR-JEZZEEN PARTNERS, a Texas general partnership ("Hagggar-Jezzeen"), J.M. HAGGAR, JR., an individual ("Mr. Hagggar") (collectively, "Hagggar") and THE CITY OF PLANO, TEXAS, a home rule municipal corporation ("City"), authorizing the City Manager or his authorized designee, to execute the Release; and providing an effective date.</p>					
<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>2011-12</b>	<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	<b>0</b>	0	<b>0</b>
<b>FUND(S):</b> N/A					
<b>COMMENTS:</b> This item has no fiscal impact.					
<b>STRATEGIC PLAN GOAL:</b> Authorizing a partial release of Public Agreement dated March 7, 1995 relates to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
<p>The Agreement requires Hagggar and the City to complete certain obligations related to the construction of certain improvements and sharing the cost of such improvements. The Public Works Department has determined that the obligations contained in the Improvement Agreement have been completed as to that certain approximately 27.1 acre parcel of property described in Exhibit "A". Additionally, the owner has entered into a contract of sale which conveys a portion of the land which is the subject of the Agreement, and the parties desire to terminate, release, relinquish, and discharge any and all obligations, conditions and covenants set forth in the Agreement that arise from, encumber, or in any way relate to the Released Property. The Public Works Department concurs with this request.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Partial Release of Public Improvement Agreement			N/A		

**A Resolution of the City of Plano, Texas, authorizing a Partial Release of Public Improvement Agreement dated March 7, 1995, by Haggar-Jezzeen Partners, a Texas general partnership ("Haggar-Jezzeen"), J.M. Haggar, Jr., an individual ("Mr. Haggar") (collectively, "Haggar") and The City Of Plano, Texas, a home rule municipal corporation ("City"), authorizing the City Manager or his authorized designee, to execute the Release; and providing an effective date.**

**WHEREAS**, Haggar and the City previously executed that certain Public Improvement Agreement dated effective as of March 7, 1995 (the "Agreement"), recorded in the Real Property Records of Collin County, Texas under file number 95-0022122, which sets forth the terms and conditions by which the City will construct certain improvements (the "Improvements") and the parties will share the cost of said Improvements;

**WHEREAS**, The Agreement requires Haggar and the City to complete certain obligations related to the construction of certain improvements and sharing the cost of such improvements;

**WHEREAS**, obligations contained in the Improvement Agreement have been completed as to that certain approximately 27.1 acre parcel of property described in Exhibit "1" to the Partial Release of the Agreement, (the "Released Property") attached hereto and incorporated by reference;

**WHEREAS**, the City Council has been presented a proposed Partial Release of Public Improvement Agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference to terminate, release, relinquish, and discharge any and all obligations, conditions and covenants set forth in the Agreement that arise from, encumber, or in any way relate to the Released Property.

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

**Section I.** The terms and conditions of the Partial Release of Public Improvement Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager, or his authorized designee, is hereby authorized to execute the Partial Release of Public Improvement Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in Exhibit "A".

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 9th day of April, 2012.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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

**PARTIAL RELEASE OF  
PUBLIC IMPROVEMENT AGREEMENT**  
*(Haggar Interests)*

This Partial Release of Public Improvement Agreement is executed effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by Haggar-Jezzeen partners, a Texas general partnership (“Haggar-Jezzeen”), J.M. Haggar, Jr., an individual (“Mr. Haggar”) and The City Of Plano, Texas, a home rule municipal corporation (“City”).

WHEREAS, Haggar and the City previously executed that Public Improvement Agreement dated March 7, 1995 (the “Improvement Agreement”), recorded in the Real Property Records of Collin County, Texas under document number 95-0022122;

WHEREAS, The Agreement requires Haggar-Jezzeen, Mr. Haggar, and the City to complete certain obligations related to the construction of certain improvements and sharing the cost of such improvements;

WHEREAS, obligations contained in the Improvement Agreement have been completed as to that certain approximately 27.1 acre parcel of property described in Exhibit 1, (the “Released Property”) attached hereto and incorporated by reference; and

WHEREAS, Haggar-Jezzeen, Mr. Haggar, and the City desire to terminate, release, relinquish, and discharge any and all obligations, conditions and covenants set forth in the Improvement Agreement which concern, relate to or otherwise encumber the Released Property.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Haggar-Jezzeen, Mr. Haggar, and the City do hereby AGREE AND CONFIRM that the obligations contained in the Improvement Agreement which concern, relate to or otherwise encumber the Released Property have been fully performed;

FURTHER, that Haggar-Jezzeen, Mr. Haggar, and the City do hereby TERMINATE, RELEASE, RELINQUISH, AND DISCHARGE the Improvement Agreement as to the Released Property, more particularly described in Exhibit 1, and do further declare and acknowledge that the provisions of the Improvement Agreement are of no further force and effect as to the Released Property.

All other remaining terms, conditions and provisions of the Improvement Agreement shall remain in full force and effect and the only modifications of the Improvement Agreement are those set forth and expressed herein.

This Partial Release may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.



**MR. HAGGAR:**

\_\_\_\_\_  
J.M. Hagggar, Jr.

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_ §

The foregoing Partial Release was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by J.M. Hagggar, Jr., an individual known to me.

(Seal)

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

My commission expires: \_\_\_\_\_

**CITY:**

CITY OF PLANO,  
a home rule municipal corporation

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

Name:

Title:



## Exhibit 1

### LEGAL DESCRIPTION

**BEING** a tract of land situated in the McKinney and Williams Survey, Abstract No. 650, City of Plano, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Hagggar-Jezzeen Partners recorded in Volume 3048, Page 380, Land Records of Collin County, Texas and part of a tract of land described in Special Warranty Deed to Hagggar-Jezzeen Partners recorded in Volume 3048, Page 393, Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2" Iron rod with "RPLS 4613" cap found at the northwest corner of the westerly terminus of National Drive (a 60-foot wide right-of-way);

**THENCE** with said terminus, South 01°31'07" East, a distance of 30.00 feet to a "X" cut in concrete set for corner;

**THENCE** continuing with said terminus, South 01°31'02" East, at a distance of 30.00 feet, passing the northwest corner of Lot 1, Block A, Portia Taylor Elementary School, an addition to the City of Plano, Texas according to the plat thereof recorded in Instrument No. 20060607010002390, Land Records of Collin County, Texas, continuing with the west line of said Lot 1, Block A, in all a total distance of 693.52 feet to a 1/2" Iron rod with broken cap found in the north line of a 15-foot wide alley according to the plat of Ridgeview Villas, an addition to the City of Plano, Texas according to the plat thereof recorded in Cabinet R, Page 174, Map Records of Collin County, Texas; said point being at the southwest corner of said Lot 1, Block A;

**THENCE** with the north line of said 15-foot wide alley, the following courses and distances:

South 28°03'05" West, a distance of 564.71 feet to a 5/8" Iron rod with "Roome" cap found for corner;  
South 24°48'45" East, a distance of 0.38 feet to a 5/8" iron rod with "KHA" cap set at the northeast corner of Lot 1R, Block A, Coit/Ridgeview Apartments, an addition to the City of Plano, Texas according to the plat thereof recorded in Instrument No. 20080507010001780, an in Volume 2008, Page 282, Land Records of Collin County, Texas; said point also being at the beginning of a non-tangent curve to the right having a central angle of 25°43'35", a radius of 2000.00 feet, a chord bearing and distance of South 75°42'30" West, 890.50 feet;

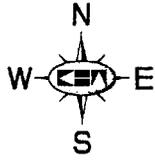
**THENCE** with the north line of said Lot 1R, Block A, in a southwesterly direction, with said curve to the right, an arc distance of 898.03 feet to a 5/8" Iron rod with "KHA" cap set at the end of said curve and also being the southeast corner of Lot 1, Block A, Signature Plaza, an addition to the City of Plano, Texas according to the plat thereof recorded in Cabinet Q, Page 158, Map Records of Collin County, Texas;

**THENCE** departing said north line of Lot 1R and with the east line of said Lot 1, Block A, Signature Plaza, North 00°45'04" West, passing at a distance of 274.43 feet, a 5/8" iron rod with "KHA" cap found at the easternmost northeast corner of said Lot 1R and the southeast corner of Lot 2, Block A, Signature Plaza, continuing with the east line of said Lot 2, Block A, in all a total distance of 966.99 feet to a 5/8" iron rod with "KHA" cap set for corner; from said point, a 5/8" Iron rod with "KHA" cap found bears North 00°45'04" West, a distance of 40.89 feet;

**THENCE** departing said east line, the following courses and distances:

North 63°24'37" East, a distance of 983.47 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the right having a central angle of 25°04'21", a radius of 300.00 feet, a chord bearing and distance of North 75°56'47" East, 130.23 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 131.28 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;  
North 88°28'58" East, a distance of 116.12 feet to the **POINT OF BEGINNING** and containing 27.926 acres or 1,216,467 square feet of land.

The bearings for this survey are based grid north of the Texas Coordinate System of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999842665.



STATE HIGHWAY NO. 121  
C.C.C.F.# 2007-000186 L.R.C.C.T.  
VOL. 2008, PG. 282

DENIAL OF ACCESS LINE  
C.C.C.F.# 16-007862  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 380  
L.R.C.C.T.

$\Delta=28^{\circ}18'20''$   
 $R=30.00'$   
 $L=162.84'$   
 $CB=74^{\circ}22'48''E$   
 $C=161.18'$

$N88^{\circ}25'56''E$   
 $111.88'$

$S1^{\circ}21'07''E$   
 $30.00'$

NATIONAL DRIVE

WATER METER WEST OF  
PROPERTY LINE  
CONCRETE FINISHMENT  
AND CONCRETE  
MEDIAN E/W WEST OF  
PROPERTY LINE

15' UTILITY EASEMENT  
INST. NO. 2006060710002390  
L.R.C.C.T.

LOT 1, BLOCK A  
PORTIA TAYLOR  
ELEMENTARY SCHOOL  
INST. NO. 2006060710002390  
L.R.C.C.T.

27.460 ACRES  
1,196,148 SQ.FT.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 380  
L.R.C.C.T.

18' DRAINAGE EASEMENT  
INST. NO. 2006060710002390  
L.R.C.C.T.

25' WATER & SANI SEWER  
EASEMENT  
INST. NO. 2006060710002390  
L.R.C.C.T.

FENCE AND WALL S/W  
WEST OF PROPERTY LINE

DE LOACH DRIVE

15' UTILITY  
EASEMENT  
WEST OF  
PROPERTY LINE

DEED LINE

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 383  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 381  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 382  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 383  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 384  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 385  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 386  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 387  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 388  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 389  
L.R.C.C.T.

HAGGAR-JEZZEEN  
PARTNERS  
VOL. 3048, PG. 390  
L.R.C.C.T.

LOT 1R, BLOCK 1  
COTTLEDGEVIEW APARTMENTS  
INST. NO. 2006060710001780  
CAB. 2008, PG. 282  
L.R.C.C.T.

RISEVIEW VILLAS  
INST. NO. 2006072310003110  
CAB. 2006, PG. 475  
L.R.C.C.T.

BAGLEY DR.

FLAT CREEK DRIVE

LIGHTCATCHER DRIVE

PORTER CREEK DRIVE

