



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6187
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the interlocal agreement between The City of Plano and the University of Texas at Dallas for improvements to Mapleshade Lane and authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	208,000	208,000	416,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	150,000	0	150,000
BALANCE	0	358,000	208,000	566,000
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: This item enters the City of Plano into an interlocal agreement with the University of Texas at Dallas, with the University of Texas at Dallas contributing \$150,000 towards Plano's CIP project to extend Mapleshade Lane from Silverglen Drive to the President George Bush Turnpike access road.</p> <p>STRATEGIC PLAN GOAL: Working with area educational institutions to improve transportation needs for students and Plano residents relates to the City's Goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This Interlocal agreement provides that the City of Plano will construct Mapleshade Lane, a 4 lane divided roadway, from 385 feet east of Silverglen Drive to the President George Bush Tollway service road. The project includes a drainage culvert installed under the Kansas City Southern Railway. The University of Texas will contribute \$150,000 and dedicate the Mapleshade Lane Right of Way. The total cost of the project is estimated to be \$1,400,000.</p>				
List of Supporting Documents: Resolution; Interlocal Agreement; Location Map			Other Departments, Boards, Commissions or Agencies N/A	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and The University of Texas at Dallas for improvements to Mapleshade Lane; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, The City Council has been presented a proposed Interlocal Cooperation Agreement for improvements to Mapleshade Lane by and between The University of Texas at Dallas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of 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 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, THAT:

Section I. The terms and conditions of the 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 II. The City Manager or his designee is hereby authorized to execute the 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 the Agreement.

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

DULY PASSED AND APPROVED this the 28th day of May, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN CITY OF PLANO AND THE UNIVERSITY OF TEXAS AT DALLAS
FOR IMPROVEMENTS TO MAPLESHADE LANE**

THIS AGREEMENT is made effective _____, 2013 (the "Effective Date"), between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "City") and **THE UNIVERSITY OF TEXAS AT DALLAS**, a component institution of The University of Texas System and an agency of the State of Texas (hereinafter referred to as "UTD"), acting by and through their duly authorized representatives, as follows:

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with an institution of higher education or university system to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Board of Regents of The University of Texas System ("BOR") is the owner of and wishes to develop that certain real property located in the City of Plano, Collin County, Texas, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"); and

WHEREAS, UTD requests that certain improvements for the extension and improvement of Mapleshade Lane as further described in Section 1 below (called "Public Improvements") be constructed prior to development of the Property; and

WHEREAS, the City acknowledges that the improvements would be of public benefit to the City and is willing to share in the cost of the construction of such improvements with UTD, and both entities have funds appropriated and available to do so; and

WHEREAS, the City and UTD desire to enter into this Agreement to set forth the terms for the payment and construction of the Public Improvements.

NOW, THEREFORE, for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE ONE
Obligations of the Parties**

1. The City agrees to construct the Public Improvements to Mapleshade Lane as follows:
 - a. Four (4) lanes of reinforced concrete pavement with a center median with twenty-five feet (25") of pavement on each side of the median extending from the current Mapleshade Lane pavement approximately 385 feet east of Silverglen Drive to the President George Bush Service Road, all of which improvements shall be located within the area designated as "Tract 2" of the Public Right-of-Way Property described below; and

- b. A deceleration lane on the President George Bush Service Road for Mapleshade Lane, all of which improvements shall be located within the area designated as "Tract 1" of the Public Right-of-Way Property described below; and
- c. Drainage improvements onsite within Mapleshade Lane and along the deceleration lane, all of which improvements shall be located within the Public Right-of-Way Property described below; and
- d. Drainage improvements extending from the north edge of Mapleshade Lane to and under the Kansas City and Southern Railroad, all of which improvements shall be located within the Drainage Easement Property described below and shall consist of concrete channel paving and steel arch pipe sized as depicted in the attached **Exhibit "B"**, beneath and through the railroad right-of-way and placed at elevations such as to minimize the on-site detention requirements of the Property once it is developed; and
- e. A twelve inch diameter waterline from its current terminus approximately 385 feet east of Silverglen Drive to the President George Bush Service Road, all of which improvements shall be located within the Public Right of Way Property described below.

The Public Improvements are part of The City's public improvement project Mapleshade Lane, Project No. 6187. The City agrees to complete the construction of all Public Improvements as required herein on or before March 31, 2015 (the "Completion Date"), subject to any delay resulting from an Event of Force Majeure as set forth herein.

The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of the City, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action, fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages, any of which event(s) directly impact the construction of the Public Improvements pursuant to this Agreement. Upon the occurrence of an Event of Force Majeure, the City shall notify UTD in writing not less than sixty (60) days from the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration of and the actions that the City will take to alleviate the Event of Force Majeure and the Completion Date shall be extended for a reasonable amount of time, if necessary, based on the impact of the Event of Force Majeure as reported by the City to UTD. All Public Improvements shall be constructed in a good and workmanlike manner, in compliance with the City's own specifications and requirements for a street of the type Mapleshade Lane is designated in the City's thoroughfare plan and in compliance with all applicable laws, and shall be free of all liens, charges and other claims by any suppliers, laborers or materialmen. The City will obtain all permits and consents necessary to complete the Public Improvements, including without limitation any from the Texas Department of Transportation, and the Kansas City and Southern Railroad.

The City shall cause UTD to be named as a beneficiary along with the City on any payment and performance bonds (the "Bonds") required of contractors hired by the City to construct the Public Improvements and shall promptly deliver to UTD a copy of such bonds upon their issuance.

2. UTD agrees to the following terms and conditions for construction of the Public Improvements by the City:

- a. In consideration for the benefits to the Property arising from the Public Improvements and to facilitate construction of the Public Improvements, UTD shall cause the BOR to grant to the City (i) title to the Property more particularly described in Exhibit "C" attached hereto ("Public Right-of-Way Property") for public right-of-way purposes under the terms and conditions of the deed substantially of the form attached as Exhibit "D" ("Deed"), (ii) an easement over the portion of the Property more particularly described in Exhibit "E" attached hereto ("Drainage Easement Property") for drainage improvement purposes under the terms and conditions of the easement agreement substantially of the form attached as Exhibit "F" hereto ("Drainage Easement"), and (iii) a temporary construction easement over the portion of the Property more particularly described in Exhibit "G" attached hereto ("Temporary Construction Easement Property") for street construction purposes under the terms and conditions of the easement agreement substantially of the form attached as Exhibit "H" ("Temporary Construction Easement"). The Temporary Construction Easement will be held at the Engineering Department of the City of Plano and will not be filed in the deed records of Collin County Texas.
- b. Upon completion of the Public Improvements, UTD agrees to reimburse the City for its share of the reasonable, actual costs of the Public Improvements in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**. UTD shall pay the City in a lump sum payment within thirty (30) days of the date of receipt of invoice, together with proof that all bills in connection with the invoiced work have been paid in full, from the City for the completion of the Public Improvements. UTD's obligations to reimburse the City for the Public Improvements shall survive any disposal of the Property by UTD to a third party or other entity.

3. If the City (a) fails to complete the construction of the Public Improvements on or before March 31, 2015, subject to any delay resulting from an Event of Force Majeure as set out herein, or (b) breaches any of its other obligations under this Agreement and fails to cure the breach within thirty (30) days, or such other reasonable amount of time necessary to cure the default as agreed by the parties, following written notice of the breach from UTD to the City, then the City shall be in default and UTD may, at UTD's election, (i) terminate this Agreement, (ii) terminate any of the easements described in Section 2 above, and/or (iv) exercise any other rights and remedies provided by this Agreement, the Bonds, law or equity. In addition to the foregoing remedies, if the construction of the Public Improvements does not commence on or before one hundred eighty (180) days from the Effective Date, subject to any delay resulting from an Event of Force Majeure but in no event later than the first (1st) anniversary of the Effective Date, at UTD's election, the Public Right-of-Way Property, the Drainage Easement Property, and the Temporary Construction Easement Property shall revert to UTD and the City will execute any documents to facilitate the re-conveyance of the Public Right-of-Way Property, the Drainage Easement Property, and the Temporary Construction Easement Property to UTD.

ARTICLE TWO
Rough Proportionality

UTD agrees that its portion of the costs for reimbursement for the Public Improvements as established in Article I, Section 2(b) above, do not exceed the amount required for Public Improvements that are roughly proportionate to the development of its Property, and, to the extent authorized by the Constitution and laws of the State of Texas, UTD agrees to release and hold harmless the City from any claims, liability and damages associated with an exaction claim arising out of this Agreement as provided in Article 5 herein.

ARTICLE THREE
Funding; Board Approval

1. UTD and the City agree that the party paying for the performance of the governmental functions or services provided herein shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due. UTD agrees that it has appropriated the necessary funds to reimburse the City for its participation in the project costs in the amount required by Article 1, Section 2(b) above.

2. Notwithstanding any other provision of this Agreement to the contrary, UTD's obligations to perform hereunder are conditioned upon UTD's receiving final written approval of this Agreement by the Board of Regents of The University of Texas System ("Board Approval").

ARTICLE FOUR
Term

This Agreement shall continue in effect from the Effective Date until the Public Improvements are completed and reimbursement has been received by the City from UTD pursuant to the terms and conditions of this Agreement, unless sooner terminated as provided herein.

ARTICLE FIVE
Hold Harmless

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSE OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UTD DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DISPUTES, CHALLENGES, DAMAGES OR ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, ARISING OUT OF AN EXACTION CLAIM PURSUANT TO THE

OBLIGATIONS, DUTIES OR TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY MATTERS ARISING OUT OF SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE OR SECTION 1.12 OF THE CITY OF PLANO SUBDIVISION ORDINANCE.

IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY INDIVIDUALLY UNDER TEXAS LAW. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UTD SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARTICLE SIX
Immunity

It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE SEVEN
Notices

All notices required under the provisions of this Agreement must be in writing and shall be deemed received (i) on the day actually received if hand-delivered or (ii) three days after deposited in the United States Mail if sent by registered or certified mail to the addresses below:

CITY:	City of Plano, Texas Attention: City Manager P. O. Box 860358 Plano, TX 75086-0358
With copy to:	City of Plano, Texas Attention: City Attorney P. O. Box 860358 Plano, TX 75086-0358
UTD:	The University of Texas at Dallas Attention: Vice President for Administration 800 West Campbell Road, AD24 Richardson, TX 75080

With copy to:

The University of Texas at Dallas
Attention: Associate Vice President of Business Affairs
for Facilities Management
800 West Campbell Road, FM11
Richardson, TX 75080

With copy to:

Board of Regents of The University of Texas System
Attention: Executive Director of Real Estate
Real Estate Office
201 West 7th Street, Suite 416
Austin, TX 78701

The name and address for notification may be changed on ten (10) days notice to the other party.

ARTICLE EIGHT Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE NINE Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE TEN Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. To the extent authorized by the Constitution and laws of the State of Texas, the parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE ELEVEN Interpretation

This is a negotiated document and should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

ARTICLE TWELVE

Entire Agreement

This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

[Signatures are on the next page.]

**CITY OF PLANO, TEXAS,
A HOME-RULE MUNICIPAL
CORPORATION**

BY: _____
BRUCE D. GLASSCOCK
CITY MANAGER

Date: _____

APPROVED AS TO FORM:

DIANE C. WETHERBEE, CITY ATTORNEY

THE UNIVERSITY OF TEXAS AT DALLAS

BY: _____
CALVIN D. JAMISON
VICE PRESIDENT FOR
ADMINISTRATION

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2013 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

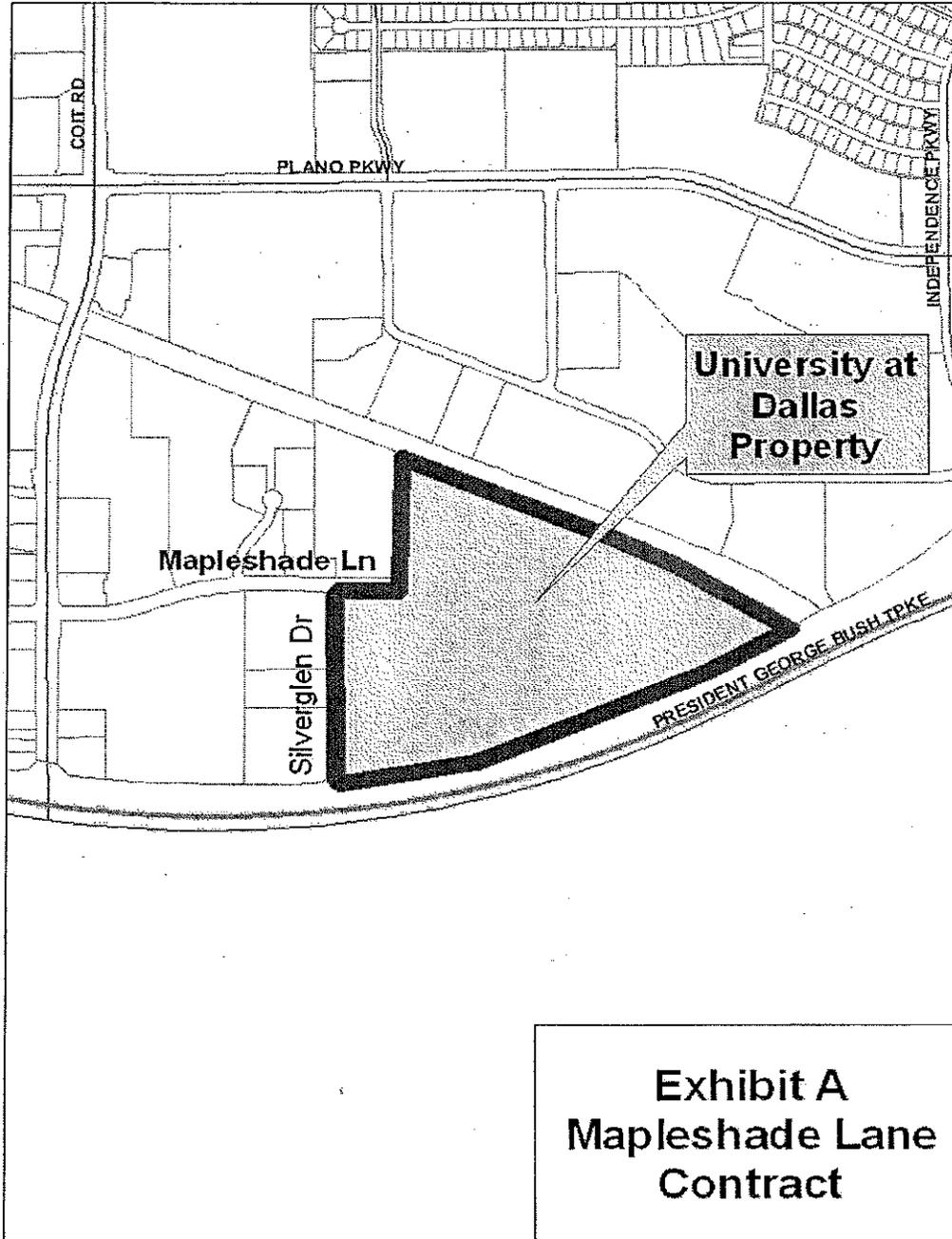
STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2013 by **CALVIN D. JAMISON**, Vice President for Administration of **THE UNIVERSITY OF TEXAS AT DALLAS**, on behalf of said university.

Notary Public, State of Texas

EXHIBIT "A"

Description of Property



BEING a 82.172 acre tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas, and being a part of a tract of land described in deed to the Board of Regents of the University of Texas System recorded in Volume 976, Page 517 of the Deed Records of Collin County, Texas, and a tract of land (Exhibit Q and Exhibit P) described in deed to The Board of Regents of the University of Texas System recorded in County Clerk's File No. 94-0062867 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in a southwesterly line of the Atchison, Topeka and Santa Fe Railroad tract (variable width ROW) and being South 00 degrees 27 minutes 38 seconds West a distance of 26.94 feet from the northeast corner of Coit Center, an addition to the City of Plano recorded in Cabinet P, Page 727 of the Plat Records of Collin County, Texas;

THENCE along the common westerly right-of-way line of the Atchison Topeka, and Santa Fe Railroad tract and the easterly line of herein described tract South 67 degrees 44 minutes 07 seconds East a distance of 2112.54 feet (deed=South 67 degrees 56 minutes 24 seconds East a distance of 2113.25 feet) to a 1/2 inch iron rod set for corner and the beginning of a curve to the right having a radius of 5679.58 feet;

THENCE along said common line and through a central angle of 10 degrees 37 minutes 47 seconds an arc distance of 1053.69 feet (chord bears South 62 degrees 43 minutes 11 seconds East and is 1052.18 feet in length) to a 1/2 inch iron rod set for corner and being in the northerly line of a tract of land acquired for George Bush Turnpike described in deed to the State of Texas recorded in Volume 2972, Page 614 of the Deed Records of Collin County, Texas;

THENCE departing said common line and along the common northerly line of said State of Texas tract and the southerly line of herein described tract the following:

South 58 degrees 49 minutes 17 seconds West (deed=South 58 degrees 54 minutes 55 seconds West) a distance of 55.80 feet to a 1/2 inch iron rod set for corner;

South 59 degrees 04 minutes 32 seconds West (deed=South 59 degrees 33 minutes 10 seconds West) a distance of 533.06 feet to 1/2 inch iron rod set for corner;

South 65 degrees 43 minutes 08 seconds West (deed=South 65 degrees 14 minutes 21 seconds West) a distance of 120.74 feet to a 1/2 inch iron rod set for corner;

South 68 degrees 21 minutes 13 seconds West (deed=South 68 degrees 52 minutes 26 seconds West) a distance of 1061.53 feet to a 1/2 inch iron rod set for corner;

South 71 degrees 50 minutes 55 seconds West (deed=South 72 degrees 22 minutes 08 seconds West) a distance of 311.00 feet to 1/2 inch iron rod set for corner;

South 77 degrees 41 minutes 45 seconds West (deed=South 78 degrees 12 minutes 58 seconds West) a distance of 345.17 feet to a ½ inch iron rod set for corner;

South 81 degrees 29 minutes 24 seconds West (deed=South 81 degrees 59 minutes 41 seconds West) a distance of 311.86 feet to a ½ inch iron rod found for corner and being in the northerly right-of-way line of Silverglen Drive (60' ROW) as recorded in Cabinet O, Page 613 of the Plat Records of Collin County, Texas;

THENCE along the common northerly right-of-way line of Silverglen Drive and the southerly line of herein described tract South 88 degrees 08 minutes 25 seconds West a distance of 120.03 feet (plat=South 88 degrees 27 minutes 07 seconds West a distance of 120.00 feet) to a ½ inch iron rod found for corner;

THENCE continuing along said common line South 84 degrees 41 minutes 49 seconds West (plat=South 85 degrees 12 minutes 24 seconds West) a distance of 60.00 feet to a ½ inch iron rod set for corner;

THENCE continuing along said common line North 47 degrees 23 minutes 42 seconds West (plat=North 47 degrees 23 minutes 04 seconds West) a distance of 33.84 feet to a ½ inch iron rod found for corner;

THENCE continuing along the common easterly line of Silverglen Drive and the westerly line of herein described tract North 00 degrees 19 minutes 58 seconds West a distance of 1134.13 feet (plat=North 00 degrees 01 minutes 27 seconds West a distance of 1133.96 feet) to a ½ inch iron rod found for corner;

THENCE continuing along the common line North 45 degrees 40 minutes 08 seconds East a distance of 20.74 feet (plat=North 46 degrees 12 minutes 58 seconds East a distance of 20.77 feet) to a ½ inch iron rod found for corner;

THENCE continuing along the common line South 87 degrees 55 minutes 17 seconds East a distance of 19.27 feet (plat=South 87 degrees 35 minutes 30 seconds East a distance of 19.29 feet) to a ½ inch iron rod found for corner;

THENCE continuing along the common line North 02 degrees 05 minutes 56 seconds East a distance of 91.76 feet (plat=North 02 degrees 24 minutes 30 seconds East a distance of 92.00 feet) to a monument found for corner;

THENCE North 87 degrees 24 minutes 03 seconds West (plat=North 87 degrees 35 minutes 30 seconds West) a distance of 38.19 feet to a "X" cut in concrete found for corner and being the southeast corner of a tract of land known as Coit Center an addition to the City of Plano recorded in Cabinet P, Page 727 of the Plat Records of Collin County, Texas;

THENCE departing said common line and along the common easterly line of Coit Center and the westerly line of herein described tract North 00 degrees 13 minutes 59 seconds East a distance of 114.89 feet (plat=North 00 degrees 01 minutes 27 seconds East a distance of 115.15 feet) to a ½ inch iron rod found for corner;

THENCE along said common line South 89 degrees 40 minutes 57 seconds East (plat=North 89 degrees 58 minutes 33 seconds West) a distance of 130.00 feet to a ½ inch iron rod set for corner;

THENCE continuing along said common line North 00 degrees 19 minutes 11 seconds East (plat=North 00 degrees 01 minutes 27 seconds East) a distance of 874.36 feet to the POINT OF BEGINNING and containing 3,579,425 square feet or 82.172 acres of land within the metes recited.

Less:

BEING a tract of land situated in the Martha McBride Survey Abstract No. 553, Collin County, Texas and being a portion of the land described in a deed to The Board of Regents of the University of Texas System as recorded in Volume 976, Page 517 and a portion of the land described as Exhibit R in a Quick Claim Deed to The Board of Regents of the University of Texas System as recorded in cc#94-0062867 of the Real Property Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an x-cut in concrete found in the northerly right of way line of Mapleshade Lane (a 92 feet wide right of way), said x-cut being the southeasterly corner of Lot 5, Block A of Coit Center an addition to the City of Plano according to the plat recorded in Clerks File No. 2006-100 of the Plat Records of Collin County, Texas;

THENCE along the proposed northerly right of way line of Mapleshade Lane (proposed 92 feet wide right of way) North 89 degrees 40 minutes 49 seconds East a distance of 385.17 feet to a 1/2 inch iron rod with blue plastic cap stamped ElamPack Surveyors set for corner;

THENCE South 00 degrees 19 minutes 11 seconds East a distance of 92.00 feet to a 1/2 inch iron rod with blue plastic cap stamped ElamPack Surveyors set for corner in the proposed southerly right of way line of said Mapleshade Lane (proposed 92 feet wide right of way);

THENCE along the proposed southerly right of way line of said Mapleshade Lane (proposed 92 feet wide right of way) South 89 degrees 40 minutes 49 seconds West a distance of 350.84 feet to a 1/2 inch iron rod with blue plastic cap stamped ElamPack Surveyors set for corner in the easterly line of the existing Mapleshade Lane right of way;

THENCE along the easterly line of the existing Mapleshade Lane right of way North 02 degrees 05 minutes 56 seconds East a distance of 90.14 feet to an aluminum monument found for corner in the existing northerly right of way line of Mapleshade Lane;

THENCE along the existing northerly right of way line of said Mapleshade Lane North 87 degrees 24 minutes 03 seconds West a distance of 38.19 feet to the POINT OF BEGINNING;

Containing within these metes and bounds 0.738 acres or 32,135 square feet of land more or less.

And Less:

BEING a tract of land situated in the Martha McBride Survey Abstract No. 553, Collin County, Texas and being a portion of the land described in a deed to The Board of Regents of the University of Texas System as recorded in Volume 976, Page 517 and a portion of the land described as Exhibit R in a Quick Claim Deed to The Board of Regents of the University of Texas System as recorded in cc#94-0062867 of the Real Property Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an x-cut in concrete found in the northerly right of way line of Mapleshade Lane (a 92 feet wide right of way), said x-cut being the southeasterly corner of Lot 5, Block A of Coit Center an addition to the City of Plano according to the plat recorded in Clerks File No. 2006-100 of the Plat Records of Collin County, Texas;

THENCE along the easterly line of said Lot 5 as follows:

North 00 degrees 13 minutes 59 seconds West a distance of 114.89 feet to a 1/2 inch iron rod found for corner;

South 89 degrees 40 minutes 57 seconds West a distance of 130.00 feet to a 1/2 inch iron rod set for corner;

North 00 degrees 19 minutes 11 seconds West passing at a distance of 315.14 feet a 1/2 inch iron rod found for the northeasterly corner of said Lot 5 and continuing along the easterly line of Lot 6, Block A of Coit Center an addition to the City of Plano according to the plat recorded in County Clerks File No. 2006-99 of the Plat Records of Collin County, Texas passing at a distance of 693.87 feet the southeasterly corner of Lot 2R, Block A of Coit Center Addition an addition to the City of Plano according to the plat recorded in County Clerks File No. 2007-97 of the Plat Records of Collin County, Texas, passing at a distance of 846.93 feet a capped iron rod stamped "CARTER/BURG" found for the northeasterly corner of said Lot 2R in all a total distance of 874.36 feet to a capped iron rod stamped "CARTER/BURG" found for the northwesterly corner of said Exhibit R tract and the southerly right of way line of the Atchison, Topeka and Santa Fe Railroad (a 125 feet right of way at this point);

THENCE along the northerly line of said Exhibit R tract and the southerly right of way line of said Atchison, Topeka and Santa Fe Railroad South 67 degrees 44 minutes 07 seconds East a distance of 557.77 feet to a 1/2 inch iron rod set for corner;

THENCE departing the northerly line of said Exhibit R tract and the southerly right of way line of said Atchison, Topeka and Santa Fe Railroad South 00 degrees 19 minutes 11 seconds East a distance of 867.05 feet to a 1/2 inch iron rod set for corner in the southerly right of way line of the proposed extension of Mapleshade Lane (a 92 feet wide right of way);

THENCE along the southerly right of way line of the proposed extension of Mapleshade Lane South 89 degrees 40 minutes 49 seconds West a distance of 350.84 feet to a 1/2 inch iron rod found for corner in the southerly right of way line of Mapleshade Lane;

THENCE North 02 degrees 05 minutes 56 seconds East a distance of 90.14 feet to an aluminum monument found in the northerly right of way line of Mapleshade Lane;

THENCE along the northerly line of said Mapleshade Lane North 87 degrees 24 minutes 03 seconds West a distance of 38.19 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 10.825 acres of land more or less.

Exhibits "B" – "H"

to the Interlocal Agreement between City of Plano and
The University of Texas at Dallas
for improvements to Mapleshade Lane
are available for inspection in the
Engineering Department of the City of Plano
Located on the 2nd floor of City of Plano Municipal Center
1520 Avenue K, Plano, Texas

**MAPLESHADE LANE - 400 FEET EAST OF
SILVERGLEN DRIVE TO SH 190**

PROJECT NO. 6187

K C S Railroad

Drainage Culvert



1 inch = 300 feet

Mapleshade Lane

Silverglen Drive

PROJECT

State Highway 190 / President George Bush Turnpike