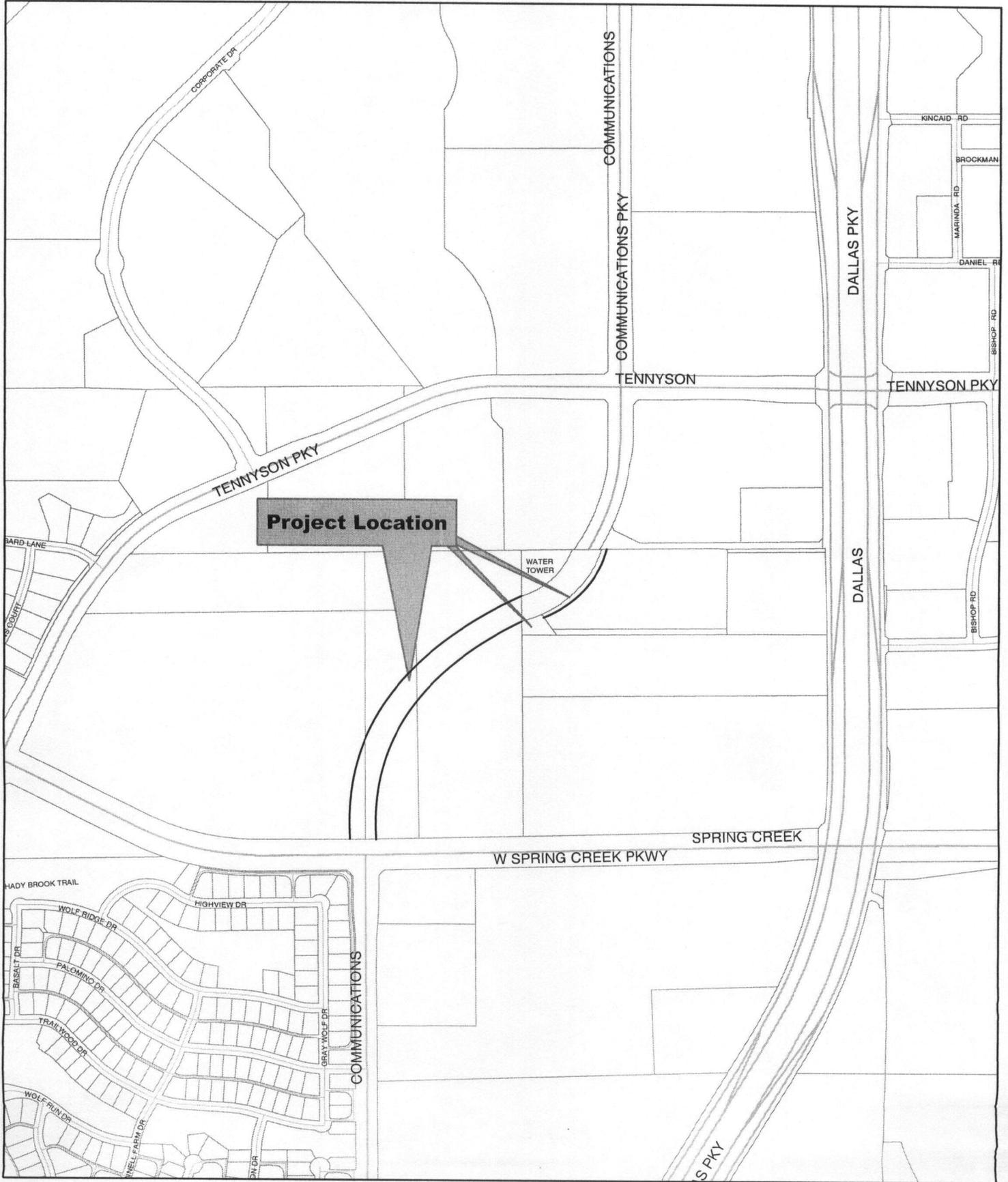




**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/28/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5625
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract between the City of Plano and Earlane Baccus Croom and Croom Interests, Ltd., for the purchase of 89,627 sq. ft. of land and 206,651 sq. ft. of temporary construction easement for Communications Parkway north of Spring Creek Parkway, situated in the H.B. Miller Survey, Abstract 614; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	34,264	3,537,736	0	3,572,000
Encumbered/Expended Amount	-34,264	-80,625	0	-114,889
This Item	0	-664,128	0	-664,128
BALANCE	0	2,792,983	0	2,792,983
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This item, in the amount of \$664,128, will leave a current year balance of \$2,792,983 for the Communications - Spring Creek to Tennyson project.</p> <p>STRATEGIC PLAN GOAL: Purchase of right of way for street improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff has been negotiating with Earlane Baccus Croom for several years concerning design issues and right-of-way costs for the needed right of way for Communications Parkway north of Spring Creek Parkway. The attached resolution and contract approve the acquisition. The City will pay \$664,128 for 89,627 sq. ft. of right of way and 206,651 sq. ft. of temporary construction easement.</p>				
List of Supporting Documents: Location Map			Other Departments, Boards, Commissions or Agencies N/A	

Communications Pky North of Spring Creek Pky Project # 5625



Location Map

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract between the City of Plano and Earlane Baccus Croom and Croom Interests, Ltd., for the purchase of 89,627 sq. ft. of land and 206,651 sq. ft. of temporary construction easement for Communications Parkway north of Spring Creek Parkway, situated in the H.B. Miller Survey, Abstract 614; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between the City of Plano, Texas, and Earlane Baccus Croom and Croom Interests, Ltd., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and

WHEREAS, upon full review and consideration of the Contract, 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 should 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 Contract, 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 Contract 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 Contract.

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

DULY PASSED AND APPROVED the 28th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

THIS CONTRACT is entered into as of the effective date as hereinafter defined by and between **EARLANE BACCUS CROOM**, Individually, and **CROOM INTERESTS, LTD.**, a Texas limited partnership, (collectively the "Seller"), and **CITY OF PLANO, TEXAS**, a home rule municipal corporation (the "Purchaser").

WHEREAS, under threat of condemnation, the Purchaser desires to purchase and the Seller desires to sell to Purchaser a 88,778 square feet tract of land (Parcel 1), a 34 square feet tract of land (Parcel 3), and a 815 square feet tract of land (Parcel 4) in fee simple for right-of-way purposes as more particularly described in Exhibit "A" attached hereto (the "Property"); a 13,235 square feet tract of land (Parcel 1TCE1), a 30,673 square feet tract of land (Parcel 1TCE2), a 21,989 square feet tract of land (Parcel 1TCE3), a 144,291 square feet tract of land (Parcel 1TCE4), a 1,985 square feet tract of land (Parcel 3TCE), and a 4,850 square feet tract of land (Parcel 4TCE), for Temporary Construction Easements, as more particularly described in Exhibit "B" (the "Easements"). Exhibits "A" and "B" are made a part hereof by reference.

WHEREAS, Seller and Purchaser have entered into this Contract to provide for the terms and conditions of the sale and purchase of the Property and the Easements.

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and condition hereinafter set forth, Seller and Purchaser have agreed as follows:

1. **Agreement to Convey**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey to the Purchaser the Property and the Easements and Purchaser has agreed and does hereby agree to purchase the Property and the Easements from the Seller. The Property shall be conveyed to Purchaser together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon. All references in this Contract to the term "Property" shall include all right, title and interest of Seller to easements, streets, alleys, rights-of-way, improvements, fixtures, and buildings as set forth above.

2. **Purchase Price**

The purchase price ("Purchase Price") to be paid for the Property and the Easements shall be **SIX HUNDRED SIXTY FOUR THOUSAND, ONE HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$664,128.00)**.

3. Title Commitment

Purchaser, at its sole cost and expense, shall obtain a current commitment or commitments for title insurance (the "Title Commitment") covering the Property and the Easements and issued by a title company (the "Title Company") selected by Purchaser, and Purchaser will deliver a copy of same to Seller.

4. Representations and Warranties of Seller

(a) At Closing, Seller shall have good and indefeasible title to the Easements and fee simple title to the Property, free and clear of all mortgages, liens, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions or in the Title Commitment.

(b) To the best knowledge and belief of Seller, at Closing there will be no parties in possession of any portion of the Property or the Easements as lessees, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof.

(c) To the best knowledge and belief of Seller, there is no litigation or similar proceeding pending against the Property or the Easements and no litigation or similar proceeding is threatened or contemplated that would affect the Property or the Easements or any portion thereof.

(d) At Closing, no person, firm, partnership, corporation or other entity shall have any right or option to purchase, lease, occupy or use the Property or the Easements or any part thereof.

(e) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(f) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

The representations and warranties set forth above shall be continuing and shall be true and correct at Closing with the same force and effect as if made at that time, and all such representations and warranties shall survive Closing.

5. Acknowledgments, Covenants and Agreements of Seller

Seller acknowledges, covenants and agrees with Purchaser as follows:

(a) Purchaser and its agents and representatives shall have full access to the Property and the Easements at all times prior to Closing.

(b) No new or additional improvements will be constructed, located or placed on the Property or the Easements

(c) To the best of Seller's knowledge and belief, neither the Property nor the Easements includes any personal property.

(d) During the pendency of this Contract, Seller shall not (without the prior written consent of the Purchaser) create, impose or agree to any mortgages, liens, encumbrances, leases, tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property or the Easements.

(e) This Contract constitutes a full and final settlement for all compensation due Seller for the Property and the Easements.

(f) The covenants in this Section 5 shall survive Closing.

6. **The Closing**

The closing of this Contract pertaining to the Property shall be consummated at a closing (the "Closing") to be held at the office of the Title Company on or before thirty (30) days after the effective date of this Contract, or at such other time, date and place that the parties may agree upon. At the Closing, Seller agrees to deliver to Purchaser:

(a) Special Warranty Deeds (Parcel 1, Parcel 3 and Parcel 4) (the "Deeds") substantially the same as the forms attached hereto as Exhibit "C", Exhibit "D", and Exhibit "E" duly executed by Seller and properly acknowledged, in form for recording, conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deeds being subject to no liens, charges, encumbrances, exceptions or reservations of any kind or character other than those permitted by paragraph 4(a) of this Contract; and

(b) Temporary Construction Easements (Parcel 1TCE1, Parcels 1TCE2 and 1TCE3, Parcel 1TCE4, Parcel 3TCE and Parcel 4TCE) substantially the same as the forms attached hereto as Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I" and Exhibit "J", attached hereto duly executed by Seller and properly acknowledged, in form for recording. Purchaser's obligation to restore the land affected by the Easements shall survive termination of the Easements.

(c) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by paragraph 4(a) of this Contract; and

(d) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

7. Closing Costs and Proration

Costs of title insurance for the Property and the Easements, escrow fees of the Title Company, costs of recording any documents in connection with the Closing of the Property shall be paid by Purchaser. All other expenses incurred by Seller and Purchaser with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with Section 26.11 of the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

8. Default

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except Purchaser's default, Purchaser may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, Purchaser shall have the right to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the Purchaser's right and power of eminent domain.

(b) Purchaser's Default. In the event Purchaser shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, either enforce specific performance of this Contract or terminate this Contract by giving written notice thereof to Purchaser. Seller's remedy set forth in this Paragraph 8(b) is exclusive.

9. Right to Possession

Purchaser shall be entitled to possession of the Property and the Easements at Closing.

10. Nonwaiver

No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

11. Miscellaneous Provisions

(a) This Contract (including the exhibits attached hereto) embodies the complete and entire agreement between the parties hereto relative to the Property and the Easements and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(b) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) Any notice to be given or to be served upon any party hereto in connection with this Contract must be in writing and may be given by Certified or Registered Mail and shall be deemed to have been given and received when a Certified or Registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by Certified or Registered Mail, it shall be deemed to have been given when delivered to and received by the party (or such party's agents or representatives) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. Any party hereto may, at any time by giving two (2) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which such notice shall be given. Copies of notices to Seller shall be sent to Earlane Baccus Croom, 1421 Winrock Boulevard, Houston, Texas 77057 and Croom Interests, Ltd., 1421 Winrock Boulevard, Houston, Texas 77057. Facsimile copies of executed counterparts have the same effect as originally executed counterparts.

(f) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(g) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.

(h) Purchaser represents and warrants unto Seller that Purchaser has full power and authority to enter into and consummate this Contract.

(i) The effective date of this Contract shall be the last date of signature of any party set forth below.

(j) Seller and Purchaser each represent to the other that there have been no brokers or real estate commission incurred as a result of this transaction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates shown below their respective signatures.

SELLERS

Date: June 7, 2010

By: Earlane Baccus Croom
EARLANE BACCUS CROOM
Address: 1421 Winrock Blvd
Houston 77057

**CROOM INTERESTS, LTD., a Texas
limited partnership**

Date: June 7, 2010

By: Sam G. Croom, Jr.
Name: SAM G. CROOM, JR.
General Partner
Address: 1421 Winrock Blvd
Houston, Texas 77057-1729

PURCHASER:

**CITY OF PLANO, TEXAS, a Home Rule
Municipal Corporation**

Date: _____

By: _____

THOMAS H. MUEHLENBECK

City Manager

1520 Avenue K

P. O. Box 860358

Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

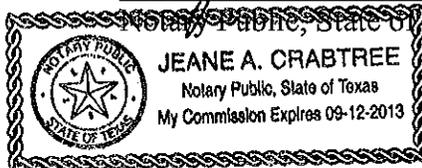
COUNTY OF Harris §

This instrument was acknowledged before me on the 7 day of June, 2010, by **EARLANE BACCUS CROOM**, individually.

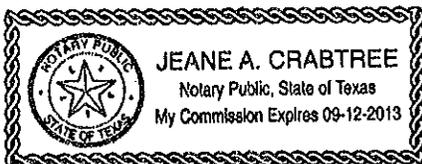
STATE OF TEXAS §

COUNTY OF Harris §

Jeane Crabtree

Notary Public, State of Texas


This instrument was acknowledged before me on the 7 day of June, 2010, by Sam G. Croom, Jr., General Partner of **CROOM INTERESTS, LTD.**, a Texas limited partnership, on behalf of said limited partnership.



Jeane Crabtree

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

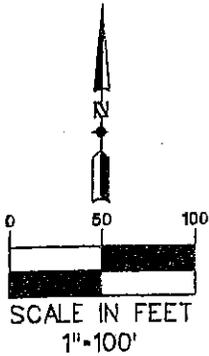
EXHIBIT "A"

PARCEL NO. 1
2.031 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

EARLANE BACCUS CROOM
V. 4550, P. 1143

P.O.B.
5/8" IRS

EZB MANAGEMENT, LLC
V. 5738, P. 656



ALL CORNERS MONUMENTED WITH 5/8" IRON RODS EXCEPT WHERE NOTED.

Delta = 28° 19' 04"
R = 1075.00'
Arc Length = 531.31'
CL = 525.91'
CB = N25° 42' 22" E

EARLANE BACCUS CROOM
V. 4550, P. 1143

RIGHT-OF-WAY
PARCEL NO. 1
2.038 ACRES
88,778 SQ. FT.

Delta = 19° 52' 08"
R = 965.00'
Arc Length = 334.64'
CL = 332.96'
CB = S21° 28' 54" W

Delta = 08° 15' 07"
R = 1104.91'
Arc Length = 159.13'
CL = 158.99'
CB = N10° 55' 50" E

Delta = 03° 28' 39"
R = 1085.00'
Arc Length = 65.85'
CL = 65.84'
CB = N01° 22' 58" E

Delta = 03° 28' 38"
R = 955.00'
Arc Length = 57.96'
CL = 57.95'
CB = S01° 22' 58" W

N00° 21' 22" W
112.85'

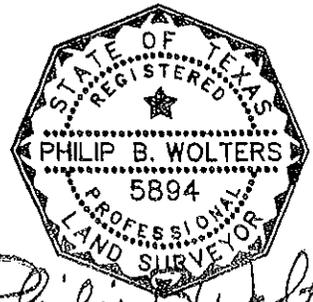
S03° 05' 39" W 64.89'

S89° 03' 21" W 65.00'

S03° 17' 24" W 141.40'
S00° 21' 22" E 111.68'

N45° 38' 40" W 0.17'

EXHIBIT A



PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

SPRING CREEK PARKWAY

PARCEL NO. 1 | BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

D:\ANNEBA\A174 SURVEY\A174-1-1-NAD(R).dgn

EXHIBIT 'B'

RIGHT-OF-WAY DEDICATION
PARCEL NO. 1

Field Notes

BEING a 2.038 acre portion of a tract of land deeded to the Earlane Baccus Croom, recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), described more fully in the warranty deed recorded in Volume 2453, Page 307, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the west line of a tract of land deeded to BZB Management, LLC in Volume 5738, Page 656, D.R.C.C.T. and the east line of said Croom tract and being at the intersection of the proposed north right of way of Communications Parkway and said common line;

THENCE S 00°29'20" E, continuing along said common line, 186.06 feet, to a 5/8" iron rod found for a corner at the beginning of a non-tangent curve to the left, having a radius of 965.00 feet, a central angle of 19°52'08" and a chord which bears S 21°28'54" W a distance of 332.96 feet;

THENCE Southwest, along the arc of said curve, departing said common line, 334.64 feet to a 5/8" iron rod found for a corner;

THENCE S 03°17'24" W, 141.40 feet, to a 5/8" iron rod found for a corner at the beginning of a curve to the left, having a radius of 955.00 feet, a central angle of 03°28'38" and a chord which bears S 01°22'58" W a distance of 57.95 feet;

THENCE Southwest, along the arc of said curve, a distance of 57.96 feet to a 5/8" iron rod found for a corner;

THENCE S 00°21'22" E, 111.68 feet to a 5/8" iron rod found for a corner in the east, corner clip at the intersection with Spring Creek Parkway;

THENCE N 45°38'40" W, along said corner clip, 0.17 feet, to a 5/8" iron rod found for a corner in the north right of way of Spring Creek Parkway;

THENCE S 89°03'21" W, along said north right of way, 65.00 feet to a point for a corner in the west line of the Henry B. Miller Survey, Abstract No. 614, being the east line of the Collin County School Land Survey, Abstract No. 150;

THENCE S 89°05'39" W, continuing along the north right of way of Spring Creek Parkway, 64.89 feet, to a 5/8" iron rod found for a corner;

EXHIBIT A
2011

THENCE N 00°21'22" W, departing said north right of way, 112.85 feet, to a 5/8" iron rod found for a corner at the beginning of a curve to the right, having a radius of 1,085.00 feet, a central angle of 03°28'39" and a chord which bears N 01°22'58" E a distance of 65.84 feet;

THENCE Northeast, along the arc of said curve, a distance of 65.85 feet to a 5/8" iron rod set for a corner at the beginning of a curve to the right, having a radius of 1,104.91 feet, a central angle of 08°15'07" and a chord which bears N 10°55'50" E a distance of 158.99 feet;

THENCE Northeast, along the arc of said curve, a distance of 159.13 feet to a 5/8" iron rod set for a corner at the beginning of a curve to the right, having a radius of 1,075.00 feet, a central angle of 28°19'04" and a chord which bears N 25°42'22" E a distance of 525.91 feet;

THENCE Northeast, along the arc of said curve, 531.31 feet, to the **POINT OF BEGINNING**, containing 2.038 acres or 88,778 square feet of land.

EXHIBIT A
PAGE 3 OF 7

EXHIBIT "A"

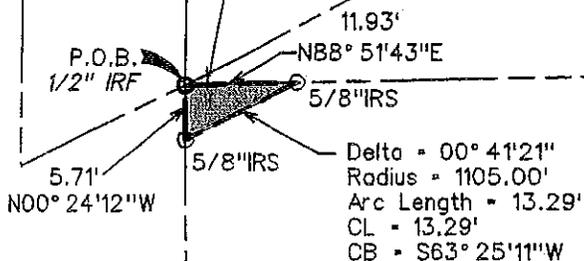
PARCEL NO. 3
0.001 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

CITY OF PLANO
96-0092893

CITY OF PLANO
96-0092889

RIGHT-OF-WAY
PARCEL NO. 3
0.001 ACRES
34 SQ. FT.

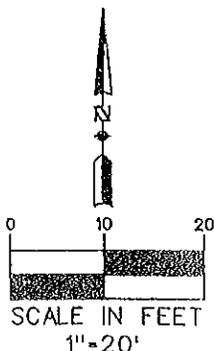
CROOM INTERESTS, LTD.
V. 4802, P. 3524



BZB MANAGEMENT, LLC
V. 5738, P. 656

EARLANE BACCUS CROOM
V. 4550, P. 1143

EXHIBIT A
PAGE 4 OF 7



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

ALL CORNERS MONUMENTED WITH 5/8" IRON RODS EXCEPT WHERE NOTED.

P:\DANNING\BAUMA\74\ SURVEY\Eamt-ROW\1714-191-3-NAD(R).dgn

EXHIBIT 'B'

RIGHT-OF-WAY DEDICATION
PARCEL NO. 3

Field Notes

BEING a 0.001 acre portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod at the northwest corner of said Croom tract, said point also being the southwest corner of a tract deeded to Croom Interests, Ltd. in Volume 4802, Page 3524, D.R.C.C.T., the southeast corner of a tract deeded to the City of Plano under Instrument No. 96-0092893, D.R.C.C.T., and a northeast corner of a tract deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T.;

THENCE N 88°51'43" E, 11.93 feet, along the north line of said Croom tract, to a 5/8" iron rod set for a corner at the beginning of a non-tangent curve to the right with a radius of 1,105.00 feet, a central angle of 00°41'21" and a chord which bears S 63°25'11" W;

THENCE Southwest, along the arc of said curve, 13.29 feet to a 5/8" iron rod set for a corner in the east line of said BZB tract;

THENCE N 00°24'12" W, 5.71 feet, along said east line, to the POINT OF BEGINNING containing 0.001 acres or 34 square feet of land.

P:\DANNENBAUM\1714\SURVEY\Esmt-ROW\1714-lgl-3(R).doc

EXHIBIT A
PAGE 5 OF 7

PARCEL NO. 4
0.018 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

CITY OF PLANO
96-0092889

CITY OF
PLANO
96-0092890

CITY OF PLANO
96-0092892

CITY OF PLANO
96-0092893

RIGHT-OF-WAY
PARCEL NO. 4
0.018 ACRES
815 SQ. FT.

Delta = 8° 30' 14"
Radius = 1105.00'
Arc Length = 164.00'
CL = 163.85'
CB = N59° 25' 34"E

S80° 27' 01"E 7.06'

5/8" IRS
CIRF 1/2"
"AZB"

DALLAS AREA
RAPID TRANSIT
V. 5268, P. 4368

CROOM INTERESTS LTD
V. 4802, P. 3524

P.O.B.
1/2" IRF

5/8" IRS

CIRF 1/2"
"AZB"

S88° 51' 43"W
11.93'

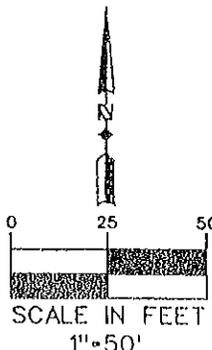
Delta = 8° 14' 41"
Radius = 1105.00'
Arc Length = 159.01'
CL = 158.87'
CB = S58° 57' 10"W

CIRF 1/2"
"AZB"

EXHIBIT
PAGE 6 OF 7

EARLANE BACCUS CROOM 1966 TRUST
V. 4550, P. 1143

BZB
MANAGEMENT, LLC
V. 5738, P. 656



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

**RIGHT-OF-WAY DEDICATION
PARCEL NO. 4**

Field Notes

BEING a 0.018 acre portion of a tract of land deeded to Croom Interests, Ltd. in Volume 4208, Page 3524, Deed Records, Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod at the southwest corner of Croom Interests tract, said point also being the northwest corner of a tract deeded to Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T., the southeast corner of a tract deeded to the City of Plano under Instrument No. 96-0092893, D.R.C.C.T., and a northeast corner of a tract deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T., and being at the beginning of a curve to the left with a central angle of 08°30'14", a radius of 1105.00 feet and a chord which bears N 59°25'34" E a distance of 163.85 feet;

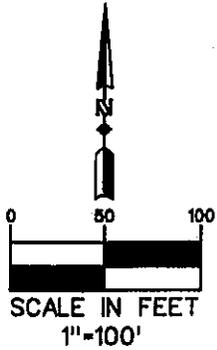
THENCE Northeast, along the arc of said curve, a distance of 164.00 feet to a found 1/2" iron rod, capped "AZB", in the north line of said Croom Interests tract for a corner;

THENCE S 80° 27'01" E, along said north line, 7.06 feet to a 5/8" iron rod set for corner, said point being at the beginning of a curve to the right with a central angle of 08°14'41", a radius of 1,105.00 feet and a chord which bears S 58°57'10" W a distance of 158.87 feet;

THENCE Southwest, along the arc of said curve, a distance of 159.01 feet to a 5/8" iron rod set for a corner in the north line of said Croom Trust tract;

THENCE S 88°51'43" W, along said north line, 11.93 feet to the **POINT OF BEGINNING** containing 0.018 acres or 815 square feet of land.

EXHIBIT "A"
PARCEL NO. 1TCE1
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89° 04'30"W	0.11'
L2	S44° 22'53"W	35.53'
L3	S89° 05'39"W	202.35'
L4	N00° 01'06"E	85.13'
L5	S89° 58'54"E	104.86'
L6	S00° 01'06"W	43.89'
L7	S89° 58'54"E	122.54'
L8	S00° 21'22"E	12.57'

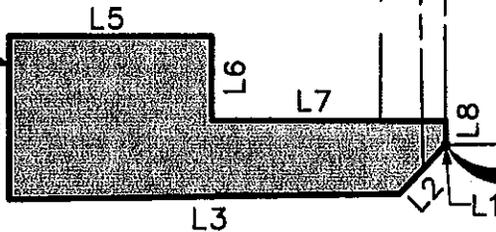
EARLANE BACCUS CROOM
 V. 4550, P. 1143

EARLANE BACCUS CROOM
 V. 4550, P. 1143

TEMPORARY CONSTRUCTION EASEMENT

PROPOSED R.O.W. COMMUNICATIONS PARKWAY

TEMPORARY CONSTRUCTION EASEMENT
 13,235 SQ. FT.



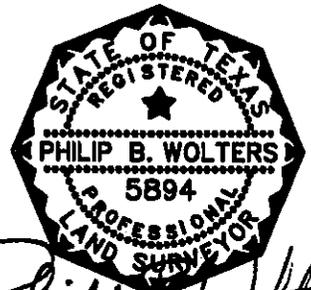
P.O.B. 5/8" IRF

TEMPORARY CONSTRUCTION EASEMENT

SPRING CREEK PARKWAY

EXHIBIT B
 1 OF 13

COLLIN COUNTY SCHOOL
 LAND SURVEY NO. 5, A-150
 HENRY B. MILLER
 SURVEY, A-614



PHILIP B. WALTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: MAY 4, 2010

EXHIBIT 'B'

**PARCEL NO. 1TCE1
TEMPORARY CONSTRUCTION EASEMENT**

Field Notes

BEING a 13,235 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Collin County School Land Survey No. 5, A-150, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the south line of said Croom tract, said point being at the intersection of the north line of Spring Creek Parkway and the west line of the proposed Communications Parkway right of way;

THENCE S 89°04'30" W, along the north line of Spring Creek Parkway, 0.11 feet to a point for corner at a corner clip in said north line;

THENCE S 44°22'53" W, along said corner clip, 35.53 feet to a point for corner;

THENCE S 89°05'39" W, continuing along the north line of Spring Creek Parkway, 202.35 feet to a point for corner;

THENCE N 00°01'06" E, departing said north line, 85.13 feet to a point for corner;

THENCE S 89°58'54" E, 104.66 feet to a point for corner;

THENCE S 00°01'06" W, 43.89 feet to a point for corner;

THENCE S 89°58'54" E, 122.54 feet to a point for corner;

THENCE S 00°21'22" E, 12.57 feet to the **POINT OF BEGINNING**, containing 13,235 square feet of land.

EXHIBIT "A"
PARCELS 1TCE2 & 1TCE3
2 TEMPORARY CONSTRUCTION
EASEMENTS

EARLANE BACCUS
 CROOM
 V. 4550, P. 1143

CURVE TABLE

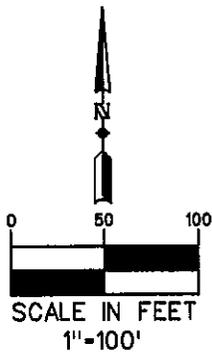
NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	28° 19'04"	1075.00'	531.31'	525.91'	S25° 42'22"W
C2	08° 15'07"	1104.91'	159.13'	158.99'	S10° 55'50"W
C3	03° 28'39"	1085.00'	65.85'	65.84'	S01° 22'58"W
C4	30° 24'00"	1110.00'	588.94'	582.06'	N26° 44'50"E
C5	14° 57'58"	930.00'	242.92'	242.23'	S19° 11'04"W
C6	03° 28'39"	955.00'	57.96'	57.95'	N01° 22'58"E
C7	19° 52'08"	965.00'	334.64'	332.96'	N21° 28'54"E

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S00° 21'22"E	100.29'
L2	N89° 58'54"W	34.86'
L3	N00° 17'05"E	169.53'
L4	N10° 55'50"E	162.25'
L5	S00° 29'20"E	52.92'
L6	S00° 29'20"E	89.78'
L7	N63° 19'56"W	9.29'
L8	S03° 17'24"W	137.92'
L9	S00° 14'18"W	192.77'
L10	S89° 02'01"W	9.94'
L11	N45° 38'40"W	34.91'
L12	N00° 21'22"W	111.68'
L13	N03° 17'24"E	141.40'

30,673 SQ. FT.
 TEMPORARY
 CONSTRUCTION
 PARCEL NO. 1TCE2

EARLANE BACCUS
 CROOM
 V. 4550, P. 1143



P.O.B. 1TCE2
 5/8" IRF

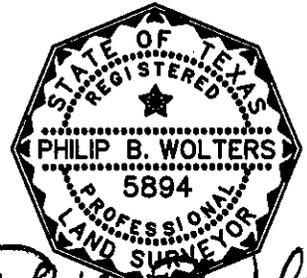
P.O.B. 1TCE3
 5/8" IRF

COMMUNICATIONS PARKWAY
 RIGHT-OF-WAY
 PARCEL NO. 1

21,989 SQ. FT.
 TEMPORARY
 CONSTRUCTION
 PARCEL NO. 1TCE3

BZB MANAGEMENT, LLC
 V. 5738, P. 656

EXHIBIT B
 PAGE 3 OF 13



Philip B. Wolters

PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: JUNE 2009

SPRING CREEK PARKWAY

PARCEL NO. 1TCE2
 PARCEL NO. 1TCE3 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

EXHIBIT 'B'

**PARCEL NO. 1TCE2 & 1TCE3
2 TEMPORARY CONSTRUCTION EASEMENTS**

Field Notes

PARCEL NO. 1TCE2

BEING a 30,673 square foot portion of two Earlane Baccus Croom tracts as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Collin County School Land Survey No. 5, A-150 and the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the west line of a tract of land deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T., and being at the intersection of the north line of the proposed Communications Parkway right of way and the east line of said Croom tract, said point being at the beginning of a curve to the left with a central angle of 28°19'04", a radius of 1075.00 feet and a chord which bears S25°42'22"W a distance of 525.91 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 531.31 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 08°15'07", a radius of 1104.91 feet and a chord which bears S10°55'50"W a distance of 158.99 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 159.13 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 03°28'39", a radius of 1085.00 feet and a chord which bears S01°22'58"W a distance of 65.84 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 65.85 feet to a 5/8" iron rod found for corner;

THENCE S 00°21'22" E, continuing along said proposed right of way, 100.29 feet to a point for corner;

THENCE N 89°58'54" W, departing said proposed right of way, 34.86 feet to a point for corner;

THENCE N 00°17'05" E, 169.53 feet to a point for corner;

THENCE N 10°55'50" E, 162.25 feet to a point for corner at the beginning of a curve to the right with a central angle of 30°24'00", a radius of 1110.00 feet and a chord which bears N26°44'50"E a distance of 582.06 feet;

THENCE Northeast, along the arc of said curve, 588.94 feet to a point for corner in the east line of said Croom tract;

THENCE S 00°29'20" E, along said east line, 52.92 feet to the **POINT OF BEGINNING** and containing 30,673 square feet of land.

PARCEL NO. 1TCE3

BEING a 21,989 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the west line of a tract of land deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T., and being at the intersection of the south line of the proposed Communications Parkway right of way and the east line of said Croom 1966 Trust tract;

THENCE S 00°29'20" E, along said east line, 89.78 feet to a point for corner;

THENCE N 63°19'56" W, 9.29 feet to a point for corner at the beginning of a curve to the left with a central angle of 14°57'58", a radius of 930.00 feet and a chord which bears S19°11'04"W a distance of 242.23 feet;

THENCE Southwest, along the arc of said curve, 242.92 feet to a point for corner;

THENCE S 03°17'24" W, 137.92 feet to a point for corner;

THENCE S 00°14'18" W, 192.77 feet to a point for corner in the south line of said Croom 1966 Trust tract, same being the north line of Spring Creek Parkway;

THENCE S 89°02'01" W, 9.94 feet to a point for corner at a corner clip in the north line Spring Creek Parkway;

THENCE N 45°38'40" W, along said corner clip, 34.91 feet to a 5/8" iron rod found for corner;

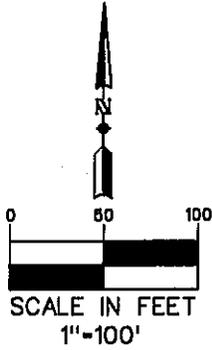
THENCE N 00°21'22" W, departing said corner clip and along the southwest line of the proposed Communications Parkway right of way, 111.68 feet to a 5/8" iron rod found for corner at the beginning of a curve to the right with a central angle of 03°28'39", a radius of 955.00 feet and a chord which bears N01°22'58"E a distance of 57.95 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 57.96 feet to a 5/8" iron rod found for corner;

THENCE N 03°17'24" E, continuing along said proposed right of way, 141.40 feet to a 5/8" iron rod found for corner at the beginning of a curve to the right with a central angle of 19°52'08", a radius of 965.00 feet and a chord which bears N21°28'54"E a distance of 332.96 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 334.64 feet to the **POINT OF BEGINNING**, containing 21,989 square feet of land.

EXHIBIT "A"
PARCEL NO. 1TCE4
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00° 21'22"W	12.57'
L2	N89° 58'54"W	34.86'
L3	N89° 58'54"W	87.68'
L4	N00° 01'06"E	43.89'
L5	N89° 58'54"W	104.65'
L6	N35° 53'19"W	75.67'
L7	NORTH	104.15'

EARLANE BACCUS CROOM
 V. 4550, P. 1143

TEMPORARY CONSTRUCTION EASEMENT 1TCE4
 144,291 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT 1TCE1

N30° 01'38"E 369.10'

S61° 14'03"E
 164.77'

N15° 40'25"E 198.90'

Δ-17° 13'07"
 R-1110.00'
 L-333.58'
 CB-S20° 09'24"W
 CL-332.33'

EARLANE BACCUS CROOM
 V. 4550, P. 1143

S10° 55'53"W
 162.63'

COLLIN COUNTY SCHOOL
 LAND SURVEY NO. 5, A-150

HENRY B. MILLER
 SURVEY, A-614

PROPOSED R.O.W.
 COMMUNICATIONS PARKWAY

S00° 17'05"W
 169.53'

L5
 DRAINAGE EASEMENT 1UDE

L3

L2

L1

P.O.B.

P.O.C.
 5/8" IRF

EXHIBIT B
 PAGE 7 OF 13



Philip B. Wolters

PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: JUNE 2009

SPRING CREEK PARKWAY

P:\DANNENBAUM\1714\SURVEY\Examt-ROW\1714-Temp 1-4Croom(R).dgn

EXHIBIT 'B'

**PARCEL NO. 1TCE4
TEMPORARY CONSTRUCTION EASEMENT**

Field Notes

BEING a 144,291 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Collin County School Land Survey No. 5, A-150, and the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found in the south line of said Croom tract, said point being at the intersection of the north line of Spring Creek Parkway and the west line of the proposed Communications Parkway right of way;

THENCE N 00°21'22" W, along the west line of said proposed Communications Parkway, 12.57 feet to a point at the northeast corner of Drainage Easement 1UDE;

THENCE N 89°58'54" W, along the north line of said drainage easement, 34.86 feet to the **POINT OF BEGINNING**;

THENCE N 89°58'54" W, continuing along said north line, 87.68 feet to a point for corner at the most easterly southeast corner of Temporary Construction Easement 1TCE1;

THENCE N 00°01'06" E, along the east line of said temporary construction easement, 43.89 feet to a point for corner at the northeast corner of said temporary construction easement;

THENCE N 89°58'54" W, along the north line of said temporary construction easement, 104.65 feet to a point for corner;

THENCE N 35°53'19" W, departing said north line, 75.67 feet to a point for corner;

THENCE NORTH, 104.15 feet to a point for corner;

THENCE N 15°40'25" E, 198.90 feet to a point for corner;

THENCE N 30°01'38" E, 369.10 feet to a point for corner;

THENCE S 61°14'03" E, 164.77 feet to a point for corner in the west line of Temporary Construction Easement 1TCE2, said point being at the beginning of a curve to the left with a central angle of 17°13'07", a radius of 1110.00 feet and a chord which bears S20°09'24"W a distance of 332.33 feet;

THENCE Southwest, along the arc of said curve and said west line, 333.58 feet to a point for corner;

THENCE S 10°55'53" W, continuing along said west line, 162.63 feet to a point for corner;

THENCE S 00°17'05" W, continuing along said west line, 169.53 feet to the **POINT OF BEGINNING**, containing 144,291 square feet of land.

EXHIBIT "A"
PARCEL 3TCE
TEMPORARY CONSTRUCTION EASEMENT

CITY OF PLANO
96-0092893

HENRY B. MILLER SURVEY, A-614

CITY OF PLANO
96-0092889

RIGHT-OF-WAY
PARCEL NO. 3

Delta = 00° 41' 21"
Radius = 1105.00'
Arc Length = 13.29'
CL = 13.29'
CB = N63° 25' 11"E

CROOM INTERESTS, LTD.
V. 4802, P. 3524

1/2" IRF
5/8" IRF
S88° 51' 43"W 75.76'
P.O.B.
5/8" IRF

BZB MANAGEMENT, LLC
V. 5738, P. 656

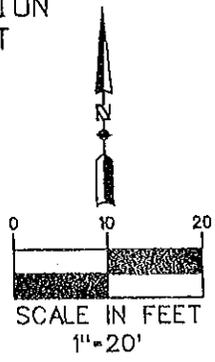
N00° 24' 12" W
38.75'

Delta = 04° 58' 06"
Radius = 1140.00'
Arc Length = 98.85'
CL = 98.82'
CB = S62° 07' 44" W

4,985 SQ. FT.
TEMPORARY
CONSTRUCTION
EASEMENT

EARLANE BACCUS CROOM
V. 4550, P. 1143

EXHIBIT B
PAGE 10 OF 13



Philip B. Wolters
PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

AND ASSOCIATES 2233 AVENUE J SUITE 107 ARLINGTON TEXAS 76006 PH. 817-548-0696 FAX 817-265-8532

Exhibit "A"
The Easement Property

EXHIBIT 'B'

PARCEL NO. 3TCE
TEMPORARY CONSTRUCTION EASEMENT

Field Notes

BEING a 1,985 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south line of the proposed Communications Parkway right of way and the west line of said Croom tract, same being the east line of a tract of land deeded to BZB Management, LLC in Volume 5738, Page 656, D.R.C.C.T., said point being at the beginning of a curve to the left with a central angle of 00°41'21", a radius of 1105.00 feet and a chord which bears N63°25'11"E a distance of 13.29 feet;

THENCE Northeast, along the arc of said curve and said proposed south right of way, 13.29 feet to a 5/8" iron rod found for corner in the south line of a tract of land deeded to Croom Interests, Ltd. in Volume 4802, Page 3524, D.R.C.C.T.;

THENCE S 88°51'43" W, along said south line, 75.76 feet to a point for corner at the beginning of a curve to the right with a central angle of 04°58'06", a radius of 1140.00 feet and a chord which bears S62°07'44"W a distance of 98.82 feet;

THENCE Southwest, along the arc of said curve, 98.85 feet to a point for corner in the east line of said BZB tract;

THENCE N 00°24'12" W, along said east line, 38.75 feet to the POINT OF BEGINNING and containing 1,985 square feet of land.

Exhibit "A"
The "Easement Property"

PARCEL NO. 4TCE
TEMPORARY CONSTRUCTION EASEMENT

Field Notes

BEING a 4,850 square foot portion of the Croom Interests, Ltd. tract as recorded in Volume 4802, Page 3524, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found, being N88°51'43"E a distance of 11.93 feet from a 1/2" iron rod found at the southwest corner of said Croom Interests tract, same being the northwest corner of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T., said 5/8" iron rod being at the intersection of the south line of the proposed Communications Parkway right of way and the south line of said Croom Interests tract, and being at the beginning of a curve to the left with a central angle of 08°14'41", a radius of 1105.00 feet and a chord which bears N58°57'10"E a distance of 158.87 feet;

THENCE Northeast, along the arc of said curve and said proposed south right of way, 159.01 feet to a 5/8" iron rod found for corner in a south line of a tract of land deeded to Dallas Area Rapid Transit (DART) in Volume 5268, Page 4368, D.R.C.C.T.;

THENCE S 80°27'01" E, along said south line, 21.05 feet to a 1/2" iron rod, capped "AZB", found for corner;

THENCE S 35°50'44" E, along the west line of said DART tract, 20.09 feet to a point at the beginning of a curve to the right with a central angle of 05°34'40", a radius of 1140.00 feet and a chord which bears S56°51'21"W a distance of 110.93 feet;

THENCE Southwest, departing said west line and along the arc of said curve, 110.98 feet to a point for corner in the south line of said Croom Interests tract;

THENCE S 88°51'43" W, along said south line, 75.76 feet to the POINT OF BEGINNING and containing 4,850 square feet of land.

Exhibit "A" The "Easement Property"

PARCEL NO. 4TCE
TEMPORARY CONSTRUCTION EASEMENT

CITY OF PLANO
96-0092892

CITY OF PLANO
96-0092889

CITY OF
PLANO
96-0092890

HENRY B. MILLER SURVEY, A-614

CITY OF PLANO
96-0092893

RIGHT-OF-WAY
PARCEL NO. 4

Delta = $08^{\circ} 14' 41''$
Radius = 1105.00'
Arc Length = 159.01'
CL = 158.87'
CB = $N58^{\circ} 57' 10'' E$

1/2" IRF
"AZB"

5/8" IRF

$S80^{\circ} 27' 01'' E$ 21.05'

1/2" IRF
"AZB"

$S35^{\circ} 50' 44'' E$ 20.09'

DALLAS AREA
RAPID TRANSIT
V. 5268, P. 4368

CROOM
INTERESTS LTD
V. 4802, P. 3524

1/2" IRF

$S88^{\circ} 51' 43'' W$

75.76'

P.O.B.
5/8" IRF

$N88^{\circ} 51' 43'' E$
11.93'

Delta = $05^{\circ} 34' 40''$
Radius = 1140.00'
Arc Length = 110.98'
CL = 110.93'
CB = $S56^{\circ} 51' 21'' W$

CIRF 1/2"
"AZB"

CIRF 1/2"
"AZB"

4,850 SQ. FT.
TEMPORARY
CONSTRUCTION
EASEMENT
PARCEL 4TCE

BZB
MANAGEMENT, LLC
V. 5738, P. 656

EARLANE BACCUS
CROOM 1966 TRUST
V. 4550, P. 1143

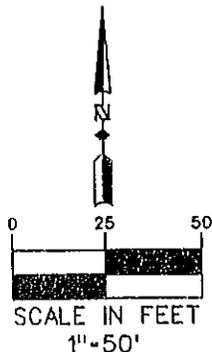


EXHIBIT B
PAGE (3 OF 13)



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, EARLANE BACCUS CROOM, individually, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, does by these presents SELL, GRANT, and CONVEY unto the Grantee all of that certain tract or parcel of land situated in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and with all and singular the rights and appurtenances thereto and any and all right, title and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

The Property is conveyed by Grantor and accepted by Grantee subject to those items described in Exhibit "B" attached hereto and made a part hereof by reference for all purposes (the "Permitted Exceptions").

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair, and operate thereon street, highway, right-of-way, drainage improvements, utilities, and other related improvements. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. The consideration paid to Grantor by Grantee for the Property shall be considered full compensation for the property interests conveyed to Grantee, including, without limitation, the right or claim to severance damages or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to any ordinary conveyance of land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators,

successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The mailing address of the Grantee is:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Attention: Diane Zucco, City Secretary

EXECUTED this _____ day of _____, 20_____

EARLANE BACCUS CROOM

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **EARLANE BACCUS CROOM**, individually.

Notary Public, State of Texas

After Recording Please Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT ONLY NOT FOR SIGNATURE

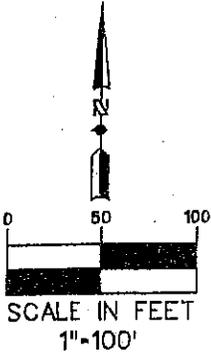
EXHIBIT "A"

PARCEL NO. 1
2.031 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

EARLANE BACCUS CROOM
 V. 4550, P. 1143

BZB MANAGEMENT, LLC
 V. 5738, P. 656

P.O.B.
 5/8" IRS



ALL CORNERS MONUMENTED WITH 5/8" IRON RODS EXCEPT WHERE NOTED.

Delta = 28° 19' 04"
 R = 1075.00'
 Arc Length = 531.31'
 CL = 525.91'
 CB = N25° 42' 22" E

EARLANE BACCUS CROOM
 V. 4550, P. 1143

RIGHT-OF-WAY
 PARCEL NO. 1
 2.038 ACRES
 88,778 SQ. FT.

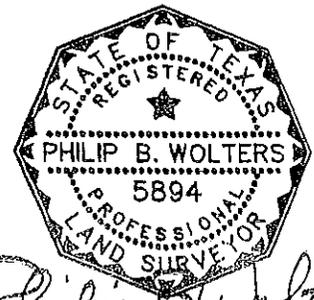
Delta = 19° 52' 08"
 R = 965.00'
 Arc Length = 334.64'
 CL = 332.96'
 CB = S21° 28' 54" W

Delta = 08° 15' 07"
 R = 1104.91'
 Arc Length = 159.13'
 CL = 158.99'
 CB = N10° 55' 50" E

Delta = 03° 28' 39"
 R = 1085.00'
 Arc Length = 65.85'
 CL = 65.84'
 CB = N01° 22' 58" E

Delta = 03° 28' 38"
 R = 955.00'
 Arc Length = 57.96'
 CL = 57.95'
 CB = S01° 22' 58" W

EXHIBIT C
 PAGE 3 OF 6



PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: JUNE 2009

SPRING CREEK PARKWAY

PARCEL NO. 1 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

D:\ANENG\ALMA\1714 SURVEY\ASmit-ROW\1714-fig-1-NAD(R).dgn

Exhibit "A"
The Property

EXHIBIT 'B'

RIGHT-OF-WAY DEDICATION
PARCEL NO. 1

Field Notes

BEING a 2.038 acre portion of a tract of land deeded to the Earlane Baccus Croom, recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), described more fully in the warranty deed recorded in Volume 2453, Page 307, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the west line of a tract of land deeded to BZB Management, LLC in Volume 5738, Page 656, D.R.C.C.T. and the east line of said Croom tract and being at the intersection of the proposed north right of way of Communications Parkway and said common line;

THENCE S 00°29'20" E, continuing along said common line, 186.06 feet, to a 5/8" iron rod found for a corner at the beginning of a non-tangent curve to the left, having a radius of 965.00 feet, a central angle of 19°52'08" and a chord which bears S 21°28'54" W a distance of 332.96 feet;

THENCE Southwest, along the arc of said curve, departing said common line, 334.64 feet to a 5/8" iron rod found for a corner;

THENCE S 03°17'24" W, 141.40 feet, to a 5/8" iron rod found for a corner at the beginning of a curve to the left, having a radius of 955.00 feet, a central angle of 03°28'38" and a chord which bears S 01°22'58" W a distance of 57.95 feet;

THENCE Southwest, along the arc of said curve, a distance of 57.96 feet to a 5/8" iron rod found for a corner;

THENCE S 00°21'22" E, 111.68 feet to a 5/8" iron rod found for a corner in the east corner clip at the intersection with Spring Creek Parkway;

THENCE N 45°38'40" W, along said corner clip, 0.17 feet, to a 5/8" iron rod found for a corner in the north right of way of Spring Creek Parkway;

THENCE S 89°03'21" W, along said north right of way, 65.00 feet to a point for a corner in the west line of the Henry B. Miller Survey, Abstract No. 614, being the east line of the Collin County School Land Survey, Abstract No. 150;

THENCE S 89°05'39" W, continuing along the north right of way of Spring Creek Parkway, 64.89 feet, to a 5/8" iron rod found for a corner;

Exhibit "A"
The Property

- THENCE N 00°21'22" W, departing said north right of way, 112.85 feet, to a 5/8" iron rod found for a corner at the beginning of a curve to the right, having a radius of 1,085.00 feet, a central angle of 03°28'39" and a chord which bears N 01°22'58" E a distance of 65.84 feet;
- THENCE Northeast, along the arc of said curve, a distance of 65.85 feet to a 5/8" iron rod set for a corner at the beginning of a curve to the right, having a radius of 1,104.91 feet, a central angle of 08°15'07" and a chord which bears N 10°55'50" E a distance of 158.99 feet;
- THENCE Northeast, along the arc of said curve, a distance of 159.13 feet to a 5/8" iron rod set for a corner at the beginning of a curve to the right, having a radius of 1,075.00 feet, a central angle of 28°19'04" and a chord which bears N 25°42'22" E a distance of 525.91 feet;
- THENCE Northeast, along the arc of said curve, 531.31 feet, to the **POINT OF BEGINNING**, containing 2.038 acres or 88,778 square feet of land.

EXHIBIT C
PAGE 5 OF 6

EXHIBIT "B"
Permitted Exceptions

1. Restrictive covenants recorded in Volume 2132, Page 1, Real Property Records of Collin County, Texas. As refiled in Volume 2235, Page 827, Real Property Records, Collin County, Texas.
2. Restrictive covenants described in instrument recorded in Volume 1694, Page 825, Real Property Records of Collin County, Texas. As affected by Agreement recorded in Volume 2241, Page 738, Real Property Records, Collin County, Texas.
3. Easements to Denton County Electric Cooperative, Inc. recorded in Volume 467, Page 277; Volume 467, Page 283; Volume 467, Page 294, Volume 467, Page 313 and Volume 468, Page 227, Real Property Records Collin County, Texas. As affected by Agreement Defining Area Embraced in Volume 1262, Page 312, Real Property Records, Collin County, Texas.
4. Easement granted by John C. Thompson and Mattie W. Thompson to Lebannon Water Supply Corporation, dated 02/05/1966, filed 02/25/1966, recorded in Volume 669, Page 268, Real Property Records of Collin County, Texas.
5. Easement granted by C. B. Thompson to Lebannon Water Supply Corporation, dated 02/02/1966, filed 02/25/1966, recorded in Volume 669, Page 290, Real Property Records of Collin County, Texas. As assigned to the City of Plano recorded in Volume 2919, Page 214, Real Property Records, Collin County, Texas.
6. Easement granted by Laverne W. Baccus, Trustee for Earlane B. Croom to City of Plano, dated 01/27/1999, filed 02/17/1999, recorded in Volume 4355, Page 1609, Real Property Records of Collin County, Texas.
7. Easement granted by Laverne W. Baccus, Individually and as Trustee for Earlane B. Croom to the City of Plano, dated 10/25/1996, filed 10/28/1996, cc# 96-0092891, Real Property Records of Collin County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

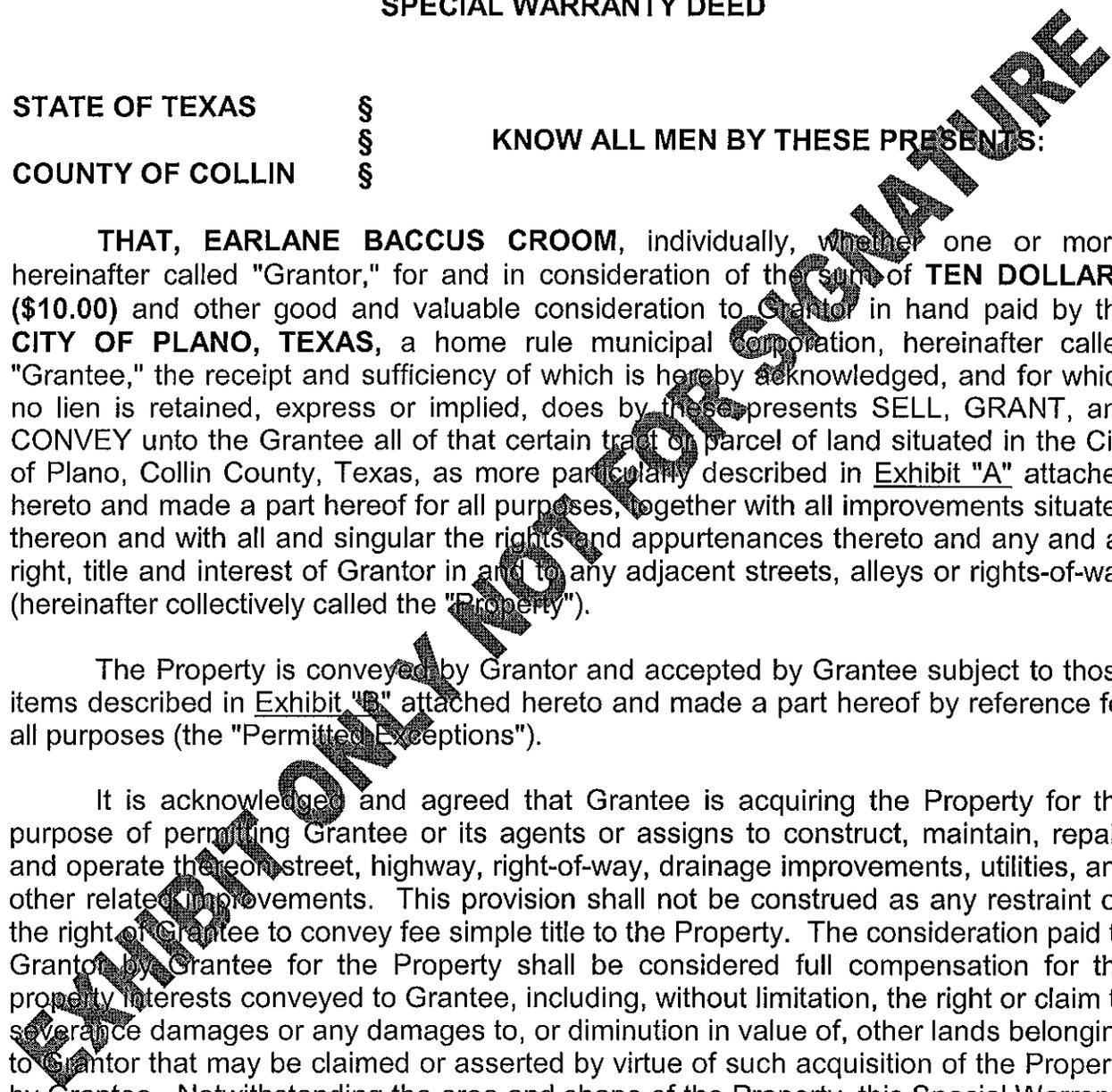
KNOW ALL MEN BY THESE PRESENTS:

THAT, EARLANE BACCUS CROOM, individually, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, does by these presents SELL, GRANT, and CONVEY unto the Grantee all of that certain tract or parcel of land situated in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and with all and singular the rights and appurtenances thereto and any and all right, title and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

The Property is conveyed by Grantor and accepted by Grantee subject to those items described in Exhibit "B" attached hereto and made a part hereof by reference for all purposes (the "Permitted Exceptions").

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair, and operate thereon street, highway, right-of-way, drainage improvements, utilities, and other related improvements. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. The consideration paid to Grantor by Grantee for the Property shall be considered full compensation for the property interests conveyed to Grantee, including, without limitation, the right or claim to severance damages or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to any ordinary conveyance of land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators,



successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The mailing address of the Grantee is:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Attention: Diane Zucco, City Secretary

EXECUTED this _____ day of _____, 20_____

EARLANE BACCUS CROOM

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **EARLANE BACCUS CROOM**, individually.

Notary Public, State of Texas

After Recording Please Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT ONLY NOT FOR SIGNATURE

EXHIBIT "A"

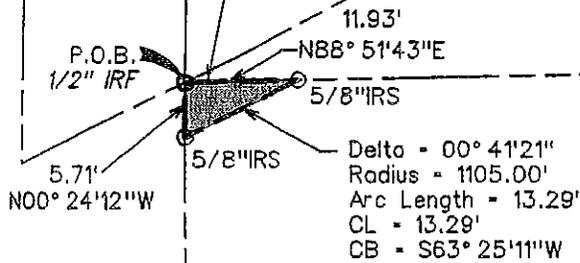
PARCEL NO. 3
0.001 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

CITY OF PLANO
96-0092889

CITY OF PLANO
96-0092893

RIGHT-OF-WAY
PARCEL NO. 3
0.001 ACRES
34 SQ. FT.

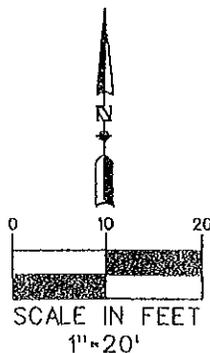
CROOM INTERESTS, LTD.
V. 4802, P. 3524



BZB MANAGEMENT, LLC
V. 5738, P. 656

EARLANE BACCUS CROOM
V. 4550, P. 1143

EXHIBIT D
PAGE 3 OF 5



ALL CORNERS MONUMENTED WITH 5/8" IRON RODS EXCEPT WHERE NOTED.



Philip B. Wolters
 PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: JUNE 2008

P:\DANGERBAUM\74\SURVEY\Eamt-ROW\1714-1g1-3-NAD(R).dgn

EXHIBIT 'B'

RIGHT-OF-WAY DEDICATION
PARCEL NO. 3

Field Notes

BEING a 0.001 acre portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod at the northwest corner of said Croom tract, said point also being the southwest corner of a tract deeded to Croom Interests, Ltd. in Volume 4802, Page 3524, D.R.C.C.T., the southeast corner of a tract deeded to the City of Plano under Instrument No. 96-0092893, D.R.C.C.T., and a northeast corner of a tract deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T.;

THENCE N 88°51'43" E, 11.93 feet, along the north line of said Croom tract, to a 5/8" iron rod set for a corner at the beginning of a non-tangent curve to the right with a radius of 1,105.00 feet, a central angle of 00°41'21" and a chord which bears S 63°25'11" W;

THENCE Southwest, along the arc of said curve, 13.29 feet to a 5/8" iron rod set for a corner in the east line of said BZB tract;

THENCE N 00°24'12" W, 5.71 feet, along said east line, to the POINT OF BEGINNING containing 0.001 acres or 34 square feet of land.

EXHIBIT "B"
Permitted Exceptions

1. Restrictive covenants described in instrument recorded in Volume 1694, Page 828, Real Property Records of Collin County, Texas. As affected by instrument recorded in Volume 2241, Page 738, Real Property Records, Collin County, Texas.
2. Restrictive covenants recorded in Volume 2132, Page 1, Real Property Records of Collin County, Texas. As refiled recorded in Volume 2235, Page 827, Real Property Records, Collin County, Texas.
3. Easement granted by John C. Thompson and Mattie V. Thompson to Lebanon Water Supply Corporation, dated 02/05/1966, filed 02/25/1966, recorded in Volume 669, Page 268, Real Property Records of Collin County, Texas.
4. Easement granted by C. B. Thompson to Lebanon Water Supply Corporation, dated 02/02/1966, filed 02/25/1966, recorded in Volume 669, Page 290, Real Property Records of Collin County, Texas. As assigned to the City of Plano recorded in Volume 2419, Page 214, Real Property Records, Collin County, Texas.
5. Easement granted by Mrs. M. B. Thompson to Denton County Electric Cooperative, Inc., dated 02/25/1938, filed 03/18/1953, recorded in Volume 468, Page 227, Real Property Records of Collin County, Texas. As affected by Agreement Defining Area Embraced recorded in Volume 1262, Page 312, Real Property Records, Collin County, Texas.
6. Easement granted by Laverne W. Baccus, Individually and as Trustee for Earlane B. Croom to City of Plano, dated 10/25/1996, filed 10/28/1996, cc# 96-0092891, Real Property Records of Collin County, Texas.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

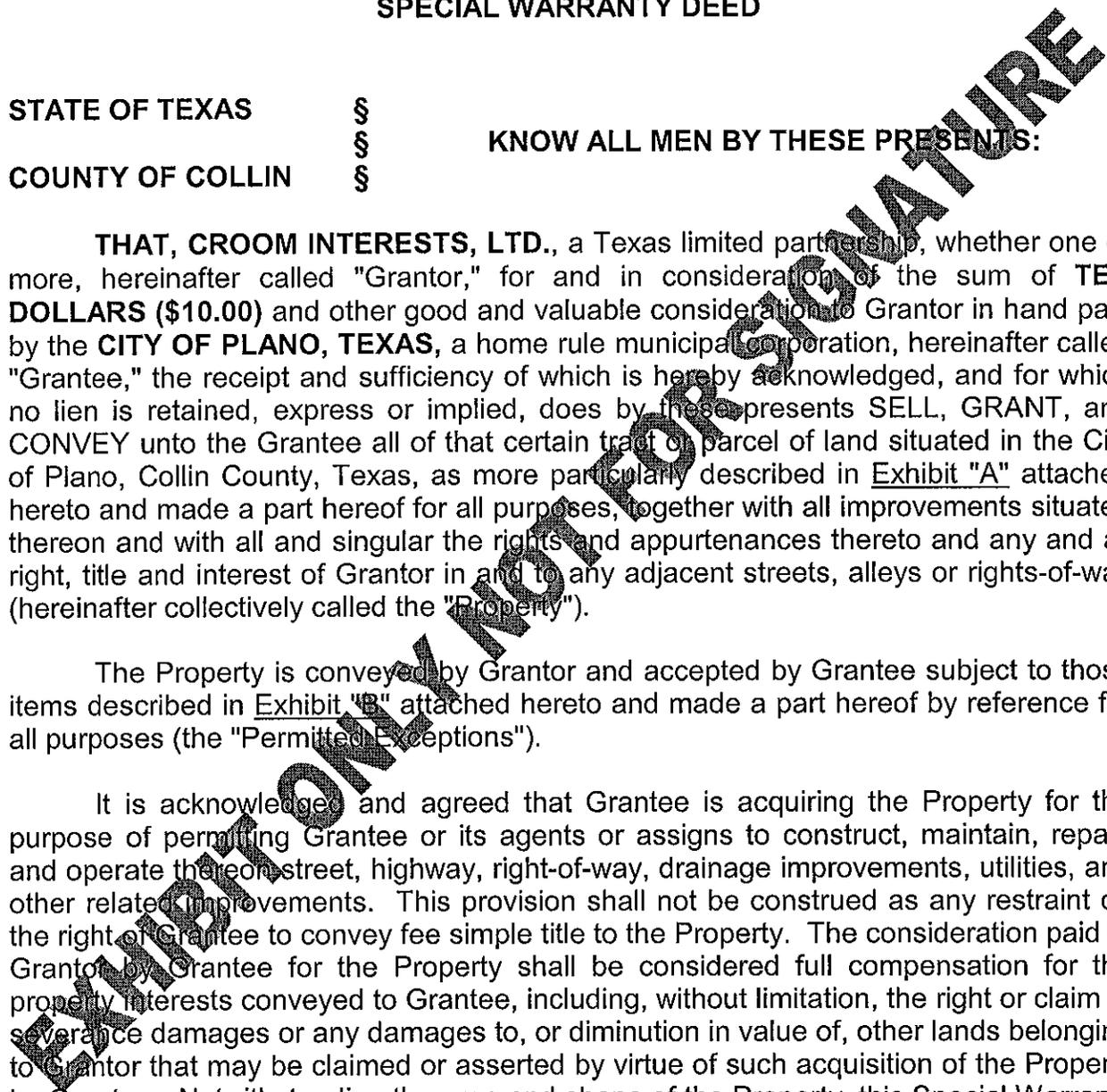
KNOW ALL MEN BY THESE PRESENTS:

THAT, CROOM INTERESTS, LTD., a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, does by these presents SELL, GRANT, and CONVEY unto the Grantee all of that certain tract or parcel of land situated in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and with all and singular the rights and appurtenances thereto and any and all right, title and interest of Grantor in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

The Property is conveyed by Grantor and accepted by Grantee subject to those items described in Exhibit "B" attached hereto and made a part hereof by reference for all purposes (the "Permitted Exceptions").

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair, and operate thereon street, highway, right-of-way, drainage improvements, utilities, and other related improvements. This provision shall not be construed as any restraint on the right of Grantee to convey fee simple title to the Property. The consideration paid to Grantor by Grantee for the Property shall be considered full compensation for the property interests conveyed to Grantee, including, without limitation, the right or claim to severance damages or any damages to, or diminution in value of, other lands belonging to Grantor that may be claimed or asserted by virtue of such acquisition of the Property by Grantee. Notwithstanding the area and shape of the Property, this Special Warranty Deed shall be construed as conveying all rights and appurtenances incident to any ordinary conveyance of land.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's administrators,



successors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The mailing address of the Grantee is:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358
Attention: Diane Zucco, City Secretary

EXECUTED this _____ day of _____, 20_____

CROOM INTERESTS, LTD., a Texas limited partnership

By: _____
Name: _____
GENERAL PARTNER

Address: _____

EXHIBIT ONLY NOT FOR SIGNATURE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, General Partner of **CROOM INTERESTS, LTD.**, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

After Recording Please Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

Exhibit "A"
The "Property"

RIGHT-OF-WAY DEDICATION
PARCEL NO. 4

Field Notes

BEING a 0.018 acre portion of a tract of land deeded to Croom Interests, Ltd. in Volume 4208, Page 3524, Deed Records, Collin County, Texas, (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod at the southwest corner of Croom Interests tract, said point also being the northwest corner of a tract deeded to Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T., the southeast corner of a tract deeded to the City of Plano under Instrument No. 96-0092893, D.R.C.C.T., and a northeast corner of a tract deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T., and being at the beginning of a curve to the left with a central angle of $08^{\circ}30'14''$, a radius of 1105.00 feet and a chord which bears $N 59^{\circ}25'34'' E$ a distance of 163.85 feet;

THENCE Northeast, along the arc of said curve, a distance of 164.00 feet to a found 1/2" iron rod, capped "AZB", in the north line of said Croom Interests tract for a corner;

THENCE $S 80^{\circ}27'01'' E$, along said north line, 7.06 feet to a 5/8" iron rod set for corner, said point being at the beginning of a curve to the right with a central angle of $08^{\circ}14'41''$, a radius of 1,105.00 feet and a chord which bears $S 58^{\circ}57'10'' W$ a distance of 158.87 feet;

THENCE Southwest, along the arc of said curve, a distance of 159.01 feet to a 5/8" iron rod set for a corner in the north line of said Croom Trust tract;

THENCE $S 88^{\circ}51'43'' W$, along said north line, 11.93 feet to the POINT OF BEGINNING containing 0.018 acres or 815 square feet of land.

PARCEL NO. 4
0.018 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

CITY OF PLANO
96-0092889

CITY OF
PLANO
96-0092890

CITY OF PLANO
96-0092892

CITY OF PLANO
96-0092893

RIGHT-OF-WAY
PARCEL NO. 4
0.018 ACRES
815 SQ. FT.

Delta - 8° 30' 14"
Radius - 1105.00'
Arc Length - 164.00'
CL - 163.85'
CB - N59° 25' 34" E

S80° 27' 01" E 7.06'

5/8" IRS
CIRF 1/2"
"AZB"

DALLAS AREA
RAPID TRANSIT
V. 5268, P. 4368

CROOM INTERESTS LTD
V. 4802, P. 3524

P.O.B.
1/2" IRF

5/8" IRS

CIRF 1/2"
"AZB"

S88° 51' 43" W
11.93'

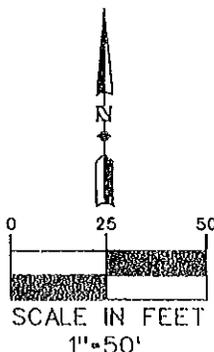
Delta - 8° 14' 41"
Radius - 1105.00'
Arc Length - 159.01'
CL - 158.87'
CB - S58° 57' 10" W

CIRF 1/2"
"AZB"

EARLANE BACCUS CROOM 1966 TRUST
V. 4550, P. 1143

BZB
MANAGEMENT, LLC
V. 5738, P. 656

EXHIBIT E
PAGE 4 OF 5



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

P:\DANCE\B\A\1774 SURVEY\Examt-ROW\1714-1g-4-NAD.dgn

EXHIBIT "B"
Permitted Exceptions

1. Restrictive covenants described in instrument recorded in Volume 1694, Page 828, Real Property Records of Collin County, Texas. As affected by instrument recorded in Volume 2241, Page 738, Real Property Records, Collin County, Texas.
2. Restrictive covenants recorded in Volume 2132, Page 1, Real Property Records of Collin County, Texas. As refiled in Volume 2235, Page 827, Real Property Records, Collin County, Texas.
3. Easement granted by John L. Thompson and Mattie V. Thompson to Lebannon Water Supply Corporation, dated 02/05/1966, filed 02/25/1966, recorded in Volume 669, Page 268, Real Property Records of Collin County, Texas.
4. Easement granted by C. B. Thompson to Lebannon Water Supply Corporation, dated 02/02/1966, filed 02/25/1966, recorded in Volume 669, Page 290, Real Property Records of Collin County, Texas. As assigned to the City of Plano recorded in Volume 2919, Page 214, Real Property Records, Collin County, Texas.
5. Easement granted by Mrs. M. B. Thompson to Denton County Electric Cooperative, Inc., dated 02/25/1938, filed 03/18/1953, recorded in Volume 468, Page 227, Real Property Records of Collin County, Texas. As affected by Agreement Defining Area Embraced recorded in Volume 1262, Page 312, Real Property Records, Collin County, Texas.
6. Easement granted by Laverne W. Baccus, Individually and as Trustee for Earlane B. Croom to City of Plano, dated 10/25/1996, filed 10/28/1996, cc# 96-0092891, Real Property Records of Collin County, Texas.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT, EARLANE BACCUS CROOM, individually, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing roadway, drainage or utility facilities and grading, in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the public improvement project described as Communications Parkway (Spring Creek to Tennyson) Project No. 5625, is completed and accepted by the City of Plano, Texas.

EXHIBIT PAGE 1 OF 4

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20____.

EARLANE BACCUS CROOM
Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____ by **EARLANE BACCUS CROOM**, individually.

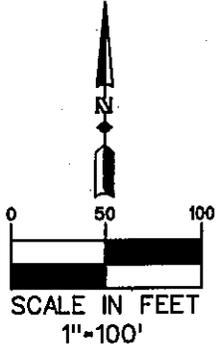
Notary Public, State of Texas

After Recording Please Return To:

City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT F
PAGE 2 **OF** 4

EXHIBIT "A"
PARCEL NO. 1TCE1
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S89° 04'30"W	0.11'
L2	S44° 22'53"W	35.53'
L3	S89° 05'39"W	202.35'
L4	N00° 01'06"E	85.13'
L5	S89° 58'54"E	104.66'
L6	S00° 01'06"W	43.89'
L7	S89° 58'54"E	122.54'
L8	S00° 21'22"E	12.57'

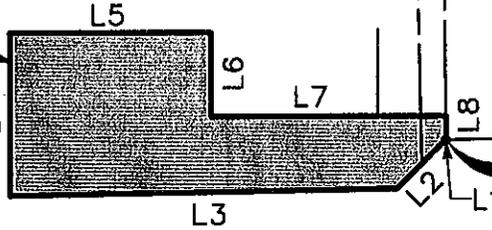
EARLANE BACCUS
CROOM
V. 4550, P. 1143

EARLANE BACCUS
CROOM
V. 4550, P. 1143

TEMPORARY
CONSTRUCTION
EASEMENT

PROPOSED
R. O. W.
COMMUNICATIONS
PARKWAY

TEMPORARY
CONSTRUCTION
EASEMENT
13,235 SQ. FT.



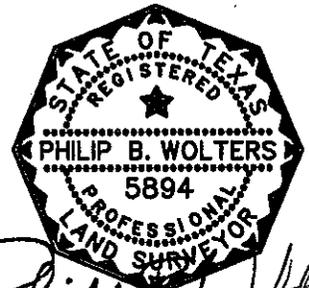
TEMPORARY
CONSTRUCTION
EASEMENT

SPRING CREEK PARKWAY

EXHIBIT PAGE 3 OF 4

COLLIN COUNTY SCHOOL
LAND SURVEY NO. 5, A-150

HENRY B. MILLER
SURVEY, A-614



Philip B. Wolters

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: MAY 4, 2010

EXHIBIT 'B'

PARCEL NO. 1TCE1
TEMPORARY CONSTRUCTION EASEMENT

Field Notes

BEING a 13,235 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Collin County School Land Survey No. 5, A-150, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the south line of said Croom tract, said point being at the intersection of the north line of Spring Creek Parkway and the west line of the proposed Communications Parkway right of way;

THENCE S 89°04'30" W, along the north line of Spring Creek Parkway, 0.11 feet to a point for corner at a corner clip in said north line;

THENCE S 44°22'53" W, along said corner clip, 35.53 feet to a point for corner;

THENCE S 89°05'39" W, continuing along the north line of Spring Creek Parkway, 202.35 feet to a point for corner;

THENCE N 00°01'06" E, departing said north line, 85.13 feet to a point for corner;

THENCE S 89°58'54" E, 104.66 feet to a point for corner;

THENCE S 00°01'06" W, 43.89 feet to a point for corner;

THENCE S 89°58'54" E, 122.54 feet to a point for corner;

THENCE S 00°21'22" E, 12.57 feet to the **POINT OF BEGINNING**, containing 13,235 square feet of land.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

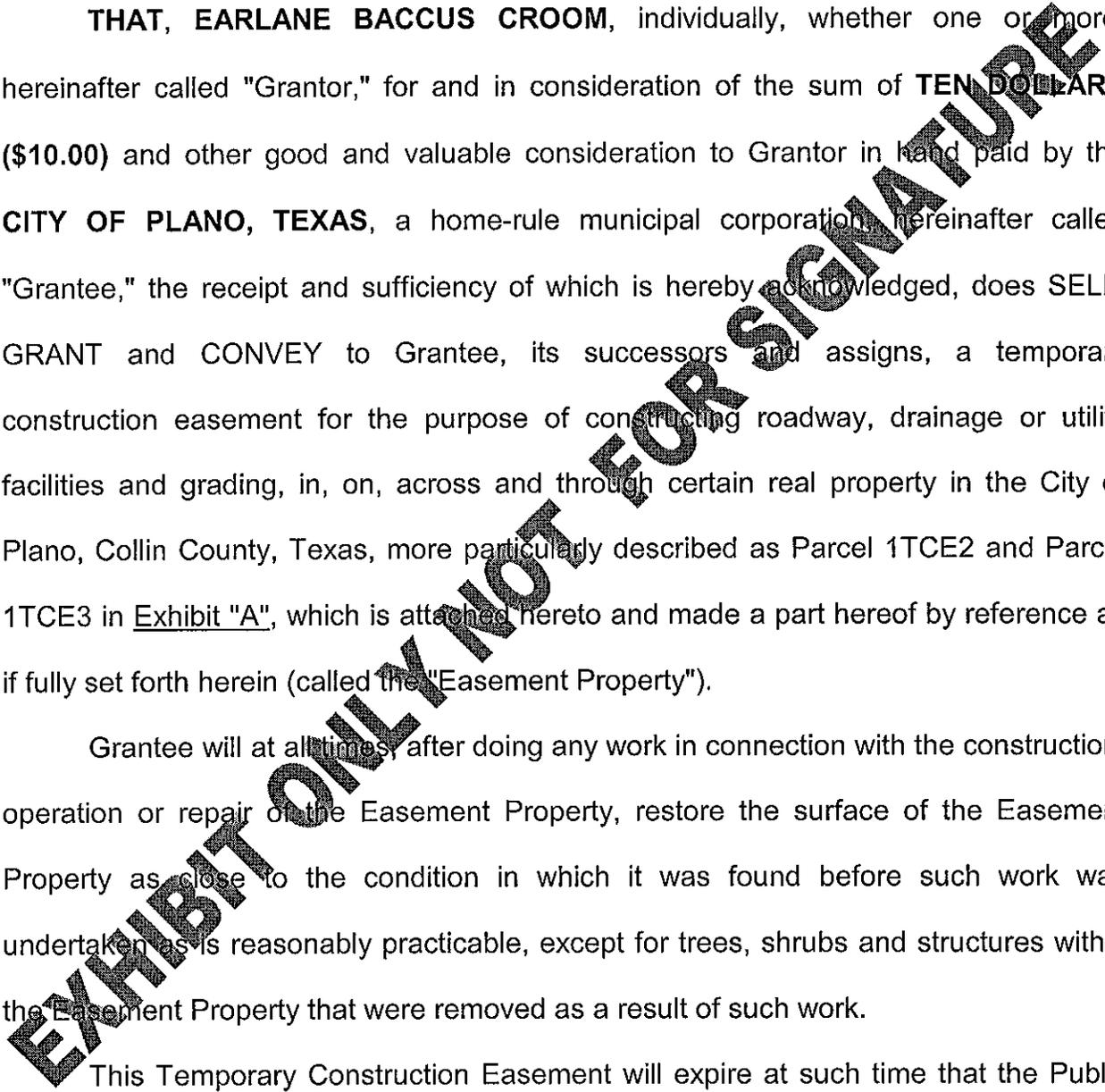
KNOW ALL MEN BY THESE PRESENTS:

THAT, EARLANE BACCUS CROOM, individually, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing roadway, drainage or utility facilities and grading, in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described as Parcel 1TCE2 and Parcel 1TCE3 in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the Public Improvement Project described as Communications Parkway (Spring Creek to Tennyson), Project No. 5625 is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.



TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20____.

EARLANE BACCUS CROOM

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by EARLANE BACCUS CROOM, individually.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT ONLY NOT FOR SIGNATURE

EXHIBIT G
PAGE 2 OF 6

EXHIBIT "A"
PARCELS 1TCE2 & 1TCE3
2 TEMPORARY CONSTRUCTION
EASEMENTS

EARLANE BACCUS
 CROOM
 V. 4550, P. 1143

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	28° 19' 04"	1075.00'	531.31'	525.91'	S25° 42' 22"W
C2	08° 15' 07"	1104.91'	159.13'	158.99'	S10° 55' 50"W
C3	03° 28' 39"	1085.00'	65.85'	65.84'	S01° 22' 58"W
C4	30° 24' 00"	1110.00'	588.94'	582.06'	N26° 44' 50"E
C5	14° 57' 58"	930.00'	242.92'	242.23'	S19° 11' 04"W
C6	03° 28' 39"	955.00'	57.96'	57.95'	N01° 22' 58"E
C7	19° 52' 08"	965.00'	334.64'	332.96'	N21° 28' 54"E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00° 21' 22"E	100.29'
L2	N89° 58' 54"W	34.86'
L3	N00° 17' 05"E	169.53'
L4	N10° 55' 50"E	162.25'
L5	S00° 29' 20"E	52.92'
L6	S00° 29' 20"E	89.78'
L7	N63° 19' 56"W	9.29'
L8	S03° 17' 24"W	137.92'
L9	S00° 14' 18"W	192.77'
L10	S89° 02' 01"W	9.94'
L11	N45° 38' 40"W	34.91'
L12	N00° 21' 22"W	111.68'
L13	N03° 17' 24"E	141.40'

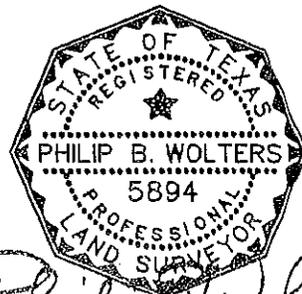
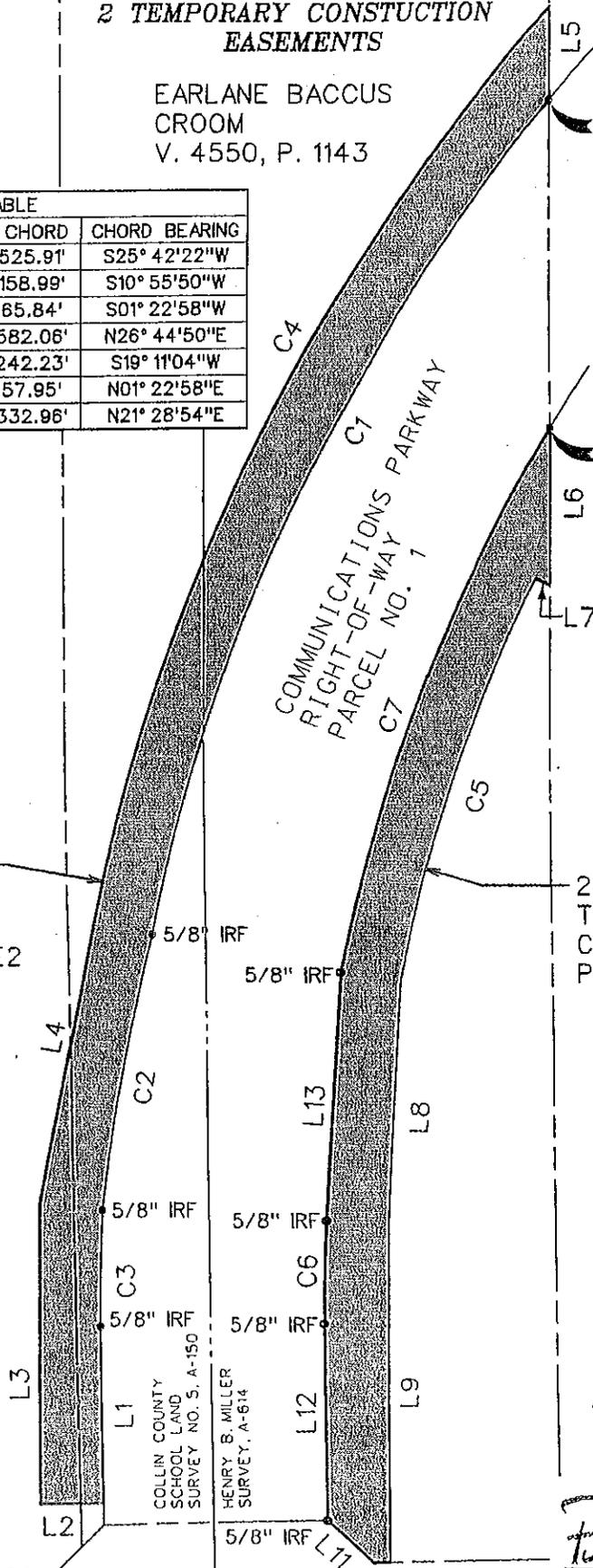
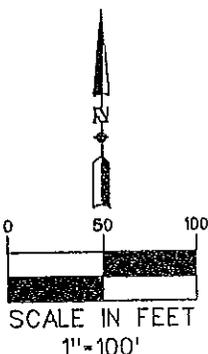
30,673 SQ. FT.
 TEMPORARY
 CONSTRUCTION
 PARCEL NO. 1TCE2

21,989 SQ. FT.
 TEMPORARY
 CONSTRUCTION
 PARCEL NO. 1TCE3

EARLANE BACCUS
 CROOM
 V. 4550, P. 1143

BZB MANAGEMENT, LLC
 V. 5738, P. 656

EXHIBIT G
 PAGE 3 OF 6



Philip B. Wolters
 PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: JUNE 2009

P:\DANNENBAUM\714 SURVEY\Exam1-ROW\1714-Temp. 2-3-Baccus.dgn

Exhibit "A"
The Easement Property

EXHIBIT 'B'

PARCEL NO. 1TCE2 & 1TCE3
2 TEMPORARY CONSTRUCTION EASEMENTS

Field Notes

PARCEL NO. 1TCE2

BEING a 30,673 square foot portion of two Earlane Baccus Croom tracts as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Collin County School Land Survey No. 5, A-150 and the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the west line of a tract of land deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T., and being at the intersection of the north line of the proposed Communications Parkway right of way and the east line of said Croom tract, said point being at the beginning of a curve to the left with a central angle of 28°19'04", a radius of 1075.00 feet and a chord which bears S25°42'22"W a distance of 525.91 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 531.31 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 08°15'07", a radius of 1104.91 feet and a chord which bears S10°55'50"W a distance of 158.99 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 159.13 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 03°28'39", a radius of 1085.00 feet and a chord which bears S01°22'58"W a distance of 65.84 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 65.85 feet to a 5/8" iron rod found for corner;

THENCE S 00°21'22" E, continuing along said proposed right of way, 100.29 feet to a point for corner;

THENCE N 89°58'54" W, departing said proposed right of way, 34.86 feet to a point for corner;

THENCE N 00°17'05" E, 169.53 feet to a point for corner;

THENCE N 10°55'50" E, 162.25 feet to a point for corner at the beginning of a curve to the right with a central angle of 30°24'00", a radius of 1110.00 feet and a chord which bears N26°44'50"E a distance of 582.06 feet;

EXHIBIT G
PAGE 4 OF 6

Exhibit "A"
The Easement Property

THENCE Northeast, along the arc of said curve, 588.94 feet to a point for corner in the east line of said Croom tract;

THENCE S 00°29'20" E, along said east line, 52.92 feet to the POINT OF BEGINNING and containing 30,673 square feet of land.

PARCEL NO. 1TCE3

BEING a 21,989 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the west line of a tract of land deeded to BZB Management in Volume 5738, Page 656, D.R.C.C.T., and being at the intersection of the south line of the proposed Communications Parkway right of way and the east line of said Croom 1966 Trust tract;

THENCE S 00°29'20" E, along said east line, 89.78 feet to a point for corner;

THENCE N 63°19'56" W, 9.29 feet to a point for corner at the beginning of a curve to the left with a central angle of 14°57'58", a radius of 930.00 feet and a chord which bears S19°11'04"W a distance of 242.23 feet;

THENCE Southwest, along the arc of said curve, 242.92 feet to a point for corner;

THENCE S 03°17'24" W, 137.92 feet to a point for corner;

THENCE S 00°14'18" W, 192.77 feet to a point for corner in the south line of said Croom 1966 Trust tract, same being the north line of Spring Creek Parkway;

THENCE S 89°02'01" W, 9.94 feet to a point for corner at a corner clip in the north line Spring Creek Parkway;

THENCE N 45°38'40" W, along said corner clip, 34.91 feet to a 5/8" iron rod found for corner;

EXHIBIT G
PAGE 5 OF 6

Exhibit "A"
The Easement Property

THENCE N 00°21'22" W, departing said corner clip and along the southwest line of the proposed Communications Parkway right of way, 111.68 feet to a 5/8" iron rod found for corner at the beginning of a curve to the right with a central angle of 03°28'39", a radius of 955.00 feet and a chord which bears N01°22'58"E a distance of 57.95 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 57.96 feet to a 5/8" iron rod found for corner;

THENCE N 03°17'24" E, continuing along said proposed right of way, 141.40 feet to a 5/8" iron rod found for corner at the beginning of a curve to the right with a central angle of 19°52'08", a radius of 965.00 feet and a chord which bears N21°28'54"E a distance of 332.96 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 334.64 feet to the **POINT OF BEGINNING**, containing 21,989 square feet of land.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, EARLANE BACCUS CROOM, individually, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing roadway, drainage or utility facilities and grading, in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the Public Improvement Project described as Communications Parkway (Spring Creek to Tennyson), Project No. 5625 is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20____.

EARLANE BACCUS CROOM

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by EARLANE BACCUS CROOM, individually.

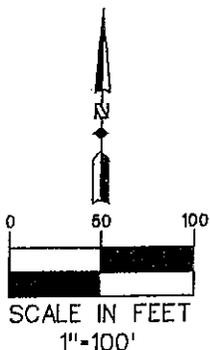
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT ONLY NOT FOR SIGNATURE

EXHIBIT PAGE 2 OF 5

EXHIBIT "A"
PARCEL NO. 1TCE4
TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00° 21' 22" W	12.57'
L2	N89° 58' 54" W	34.86'
L3	N89° 58' 54" W	87.68'
L4	N00° 01' 06" E	43.89'
L5	N89° 58' 54" W	104.65'
L6	N35° 53' 19" W	75.67'
L7	NORTH	104.15'

EARLANE BACCUS CROOM
 V. 4550, P. 1143

TEMPORARY CONSTRUCTION EASEMENT 1TCE4
 144,291 SQ. FT.

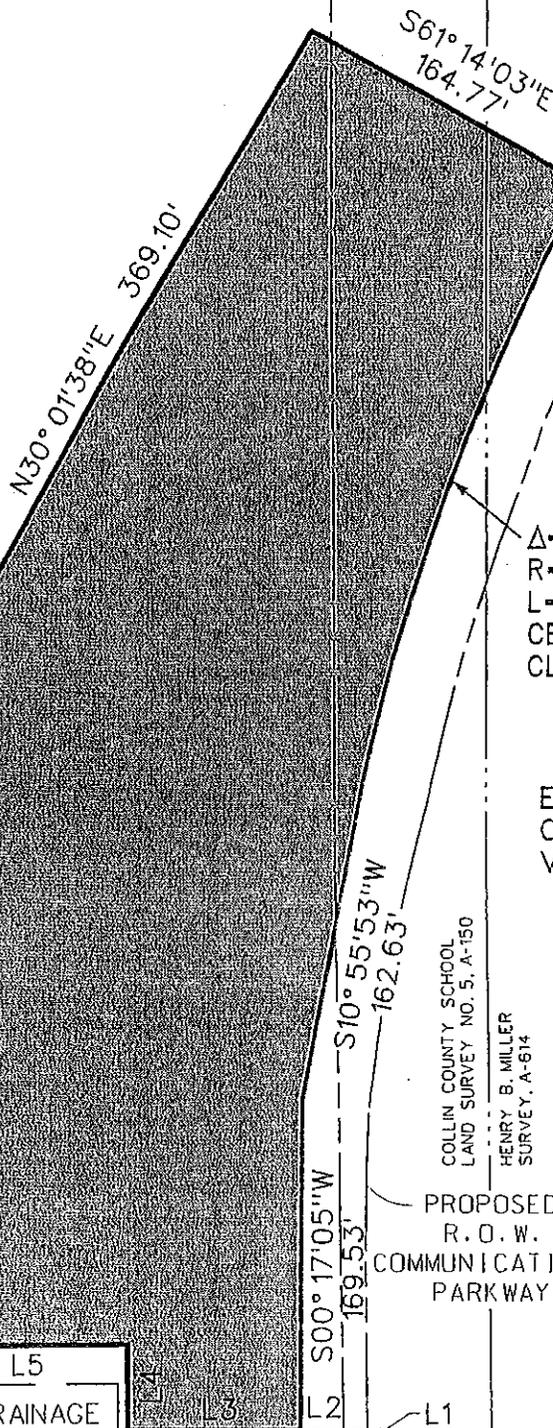
TEMPORARY CONSTRUCTION EASEMENT 1TCE1

DRAINAGE EASEMENT 1UDE

P.O.B.

P.O.C.
 5/8" IRF

SPRING CREEK PARKWAY



EARLANE BACCUS CROOM
 V. 4550, P. 1143

COLLIN COUNTY SCHOOL
 LAND SURVEY NO. 5, A-150
 HENRY B. MILLER
 SURVEY, A-614

PROPOSED R.O.W.
 COMMUNICATIONS PARKWAY

EXHIBIT PAGE 3 OF 4



Philip B. Wolters
 PHILIP B. WOLTERS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5894 DATE: JUNE 2008

P:\DANS\B\A\1714\ SURVEY\Emt-ROW\1714-Temp 1-f\Croom(R).dgn

Exhibit "A"
The Easement Property

EXHIBIT 'B'

PARCEL NO. 1TCE4
TEMPORARY CONSTRUCTION EASEMENT

Field Notes

BEING a 144,291 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Collin County School Land Survey No. 5, A-150, and the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found in the south line of said Croom tract, said point being at the intersection of the north line of Spring Creek Parkway and the west line of the proposed Communications Parkway right of way;

THENCE N 00°21'22" W, along the west line of said proposed Communications Parkway, 12.57 feet to a point at the northeast corner of Drainage Easement 1UDE;

THENCE N 89°58'54" W, along the north line of said drainage easement, 34.86 feet to the POINT OF BEGINNING;

THENCE N 89°58'54" W, continuing along said north line, 87.68 feet to a point for corner at the most easterly southeast corner of Temporary Construction Easement 1TCE1;

THENCE N 00°01'06" E, along the east line of said temporary construction easement, 43.89 feet to a point for corner at the northeast corner of said temporary construction easement;

THENCE N 89°58'54" W, along the north line of said temporary construction easement, 104.65 feet to a point for corner;

THENCE N 35°53'19" W, departing said north line, 75.67 feet to a point for corner;

THENCE NORTH, 104.15 feet to a point for corner;

THENCE N 15°40'25" E, 198.90 feet to a point for corner;

THENCE N 30°01'38" E, 369.10 feet to a point for corner;

EXHIBIT H
PAGE 4 OF 5

Exhibit "A"
The Easement Property

THENCE S 61°14'03" E, 164.77 feet to a point for corner in the west line of Temporary Construction Easement 1TCE2, said point being at the beginning of a curve to the left with a central angle of 17°13'07", a radius of 1110.00 feet and a chord which bears S20°09'24"W a distance of 332.33 feet;

THENCE Southwest, along the arc of said curve and said west line, 333.58 feet to a point for corner;

THENCE S 10°55'53" W, continuing along said west line, 162.63 feet to a point for corner;

THENCE S 00°17'05" W, continuing along said west line, 169.53 feet to the POINT OF BEGINNING, containing 144,291 square feet of land.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT, EARLANE BACCUS CROOM, individually, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does SELL, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing roadway, drainage or utility facilities and grading, in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part thereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the Public Improvement Project described as Communications Parkway (Spring Creek to Tennyson), Project No. 5625 is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20____.

EARLANE BACCUS CROOM
Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **EARLANE BACCUS CROOM**, individually.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

EXHIBIT "A"
PARCEL 3TCE
TEMPORARY CONSTRUCTION EASEMENT

CITY OF PLANO
96-0092893

HENRY B. MILLER SURVEY, A-614

CITY OF PLANO
96-0092889

RIGHT-OF-WAY
PARCEL NO. 3

Delta = 00° 41' 21"
Radius = 1105.00'
Arc Length = 13.29'
CL = 13.29'
CB = N63° 25' 11"E

CROOM INTERESTS, LTD.
V. 4802, P. 3524

1/2" IRF
5/8" IRF
S88° 51' 43" W 75.76'
P.O.B.
5/8" IRF

BZB MANAGEMENT, LLC
V. 5738, P. 656

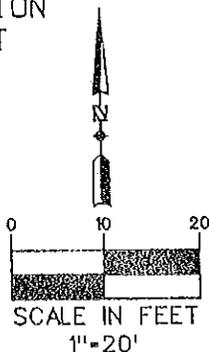
N00° 24' 12" W
38.75'

Delta = 04° 58' 06"
Radius = 1140.00'
Arc Length = 98.85'
CL = 98.82'
CB = S62° 07' 44" W

4,985 SQ. FT.
TEMPORARY
CONSTRUCTION
EASEMENT

EARLANE BACCUS CROOM
V. 4550, P. 1143

EXHIBIT I
PAGE 3 OF 4



Philip B. Wolters
PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

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EXHIBIT 'B'

PARCEL NO. 3TCE
TEMPORARY CONSTRUCTION EASEMENT

Field Notes

BEING a 1,985 square foot portion of the Earlane Baccus Croom tract as recorded in Volume 4550, Page 1143, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the south line of the proposed Communications Parkway right of way and the west line of said Croom tract, same being the east line of a tract of land deeded to BZB Management, LLC in Volume 5738, Page 656, D.R.C.C.T., said point being at the beginning of a curve to the left with a central angle of 00°41'21", a radius of 1105.00 feet and a chord which bears N63°25'11"E a distance of 13.29 feet;

THENCE Northeast, along the arc of said curve and said proposed south right of way, 13.29 feet to a 5/8" iron rod found for corner in the south line of a tract of land deeded to Croom Interests, Ltd. in Volume 4802, Page 3524, D.R.C.C.T.;

THENCE S 88°51'43" W, along said south line, 75.76 feet to a point for corner at the beginning of a curve to the right with a central angle of 04°58'06", a radius of 1140.00 feet and a chord which bears S62°07'44"W a distance of 98.82 feet;

THENCE Southwest, along the arc of said curve, 98.85 feet to a point for corner in the east line of said BZB tract;

THENCE N 00°24'12" W, along said east line, 38.75 feet to the POINT OF BEGINNING and containing 1,985 square feet of land.

EXHIBIT I
PAGE 4 OF 4

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT, CROOM INTERESTS, LTD., a Texas limited partnership, whether one or more, hereinafter called "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF PLANO, TEXAS, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does GIVE, GRANT and CONVEY to Grantee, its successors and assigns, a temporary construction easement for the purpose of constructing street and highway facilities, in, on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the Public Improvement Project described as Communications Parkway (Spring Creek to Tennyson), Project No. 5625 is completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

EXHIBIT ONLY NOT FOR SIGNATURE

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20__.

CROOM INTERESTS, LTD., a Texas limited partnership

By: _____
Name: _____
GENERAL PARTNER

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §
§

This instrument was acknowledged before me on the _____ day of _____, 20__ by _____, General Partner of **CROOM INTERESTS, LTD., a Texas limited partnership**, on behalf of said limited partnership.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

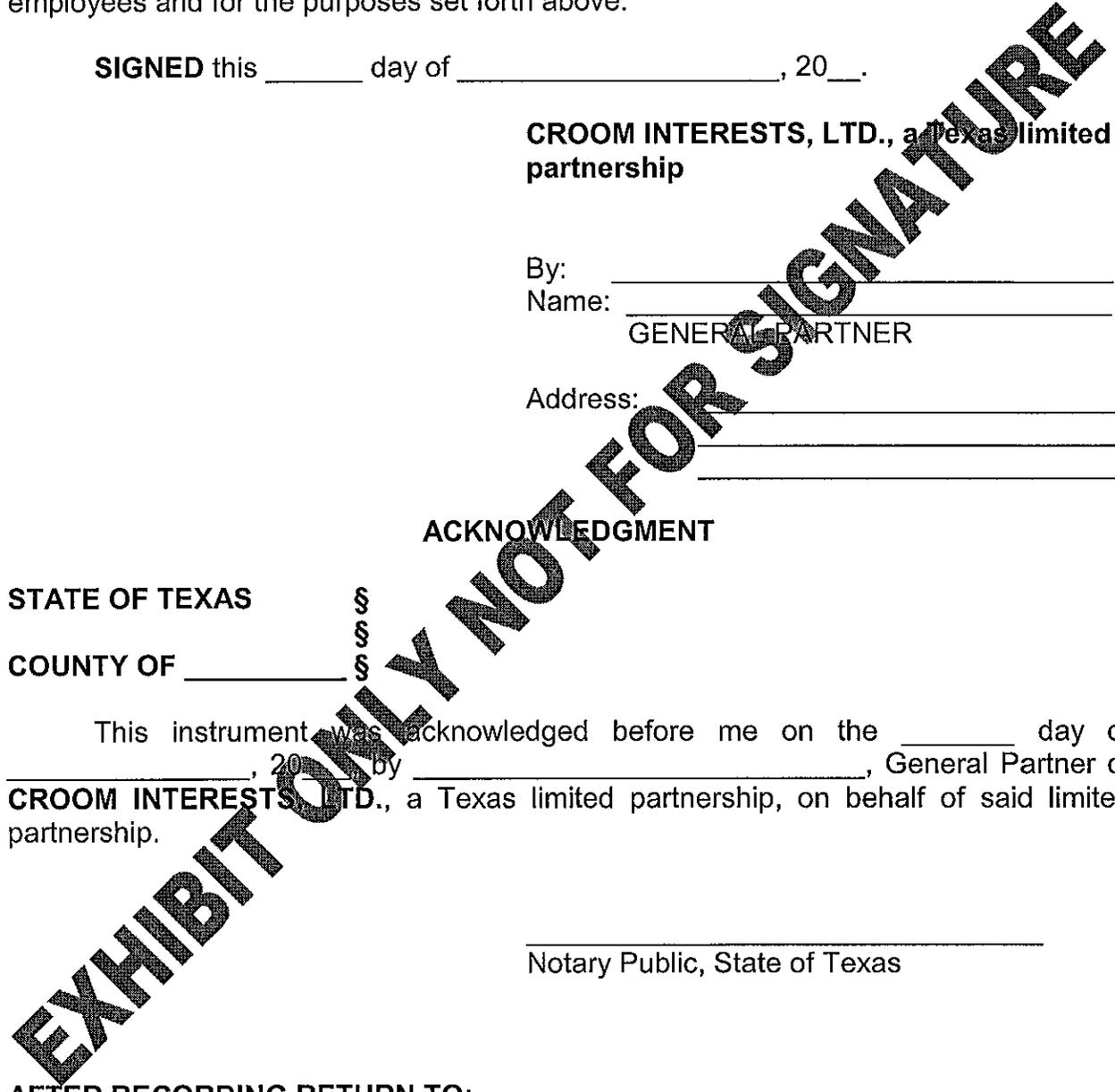


Exhibit "A"
The "Easement Property"

PARCEL NO. 4TCE
TEMPORARY CONSTRUCTION EASEMENT

Field Notes

BEING a 4,850 square foot portion of the Croom Interests, Ltd. tract as recorded in Volume 4802, Page 3524, Deed Records, Collin County, Texas (D.R.C.C.T.), out of the Henry B. Miller Survey, A-614, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found, being N88°51'43"E a distance of 11.93 feet from a 1/2" iron rod found at the southwest corner of said Croom Interests tract, same being the northwest corner of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T., said 5/8" iron rod being at the intersection of the south line of the proposed Communications Parkway right of way and the south line of said Croom Interests tract, and being at the beginning of a curve to the left with a central angle of 08°14'41", a radius of 1105.00 feet and a chord which bears N58°57'10"E a distance of 158.87 feet;

THENCE Northeast, along the arc of said curve and said proposed south right of way, 159.01 feet to a 5/8" iron rod found for corner in a south line of a tract of land deeded to Dallas Area Rapid Transit (DART) in Volume 5268, Page 4368, D.R.C.C.T.;

THENCE S 80°27'01" E, along said south line, 21.05 feet to a 1/2" iron rod, capped "AZB", found for corner;

THENCE S 35°50'44" E, along the west line of said DART tract, 20.09 feet to a point at the beginning of a curve to the right with a central angle of 05°34'40", a radius of 1140.00 feet and a chord which bears S56°51'21"W a distance of 110.93 feet;

THENCE Southwest, departing said west line and along the arc of said curve, 110.98 feet to a point for corner in the south line of said Croom Interests tract;

THENCE S 88°51'43" W, along said south line, 75.76 feet to the POINT OF BEGINNING and containing 4,850 square feet of land.

EXHIBIT J
PAGE 3 OF 4

Exhibit "A" The "Easement Property"

PARCEL NO. 4TCE
TEMPORARY CONSTRUCTION EASEMENT

CITY OF PLANO
96-0092889

CITY OF PLANO
96-0092890

HENRY B. MILLER SURVEY, A-614

CITY OF PLANO
96-0092892

CITY OF PLANO
96-0092893

RIGHT-OF-WAY
PARCEL NO. 4

Delta = $08^{\circ}14'41''$
Radius = 1105.00'
Arc Length = 159.01'
CL = 158.87'
CB = $N58^{\circ}57'10''E$

$1/2''$ IRF
"AZB"

$5/8''$ IRF

$1/2''$ IRF
"AZB"

$S80^{\circ}27'01''E$ 21.05'

$S35^{\circ}50'44''E$ 20.09'

DALLAS AREA
RAPID TRANSIT
V. 5268, P. 4368

CROOM
INTERESTS LTD
V. 4802, P. 3524

$1/2''$ IRF

$S88^{\circ}51'43''W$
75.76'

P.O.B.
 $5/8''$ IRF

$N88^{\circ}51'43''E$
11.93'

CIRF $1/2''$
"AZB"

Delta = $05^{\circ}34'40''$
Radius = 1140.00'
Arc Length = 110.98'
CL = 110.93'
CB = $S56^{\circ}51'21''W$

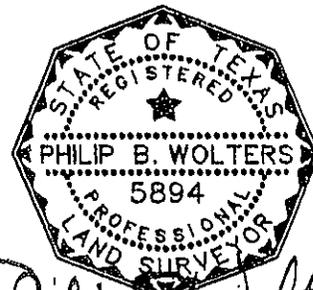
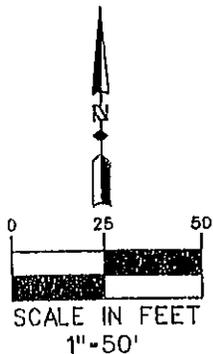
CIRF $1/2''$
"AZB"

4,850 SQ. FT.
TEMPORARY
CONSTRUCTION
EASEMENT
PARCEL 4TCE

EXHIBIT J
PAGE 4 OF 4

BZB
MANAGEMENT, LLC
V. 5738, P. 656

EARLANE BACCUS
CROOM 1966 TRUST
V. 4550, P. 1143



Philip B. Wolters
PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JUNE 2009

D:\NEN\A\174\ SURVEY\Easmt-ROW\174-Temp 7-Croom Interests.dgn