



**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:		8/23/10		
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 Baccus Partnership, LLC, for the purchase of 73,613 sq. ft. of land and 80,103 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	1,757,000	2,752,000	4,543,264
Encumbered/Expended Amount	-34,264	-80,625	0	-114,889
This Item	0	-662,517	0	-662,517
BALANCE	0	1,013,858	2,752,000	3,765,858
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the Re-Estimated 2009-10 Street Improvement CIP. This item, in the amount of \$662,517, will leave a current year balance of \$1,013,858 for the Communications - Spring Creek to Tennyson project.</p> <p>STRATEGIC PLAN GOAL: Real estate contracts for the purchase of right of way and temporary construction easements associated with 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 Fred Baccus 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 \$662,517 for 73,613 sq. ft. of right of way and 80,103 sq. ft. of temporary construction easement.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

Communications - Spring Creek to Tennyson Project



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 Baccus Partnership, LLC, for the purchase of 73,613 sq. ft. of land and 80,103 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 Baccus Partnership, LLC, 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 23rd day of August, 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 **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company (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 73,613 square foot tract of land (Parcel 2) in fee simple for right-of-way purposes as more particularly described in Exhibit "A" attached hereto (the "Property"). Exhibit "A" is made a part hereof by reference.

WHEREAS, Seller desires to grant to Purchaser at no cost a 22,605 square feet tract of land (Parcel 2TCE1) and a 57,498 square feet tract of land (Parcel 2TCE2), for Temporary Construction Easements, as more particularly described in Exhibit "B" (the "Easements"). Exhibit "B" is 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 shall be **SIX HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$662,517.00)**.

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 Deed (Parcel 2) (the "Deed") substantially the same as the form attached hereto as Exhibit "C", 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 Deed 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 (Parcels 2TCE1 and 1TCE2) substantially the same as the form attached hereto as Exhibit "D", 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 Baccus Partnership, LLC, 3561 PR 4070, Jewett, Texas 75846. 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.

SELLER

**BACCUS PARTNERSHIP, LLC, a Texas
Limited Liability Company**

Date: 8-3-2016

By: Fred Baccus
Name: FRED BACCUS
Title: Managing Partner
Address: 3561 PR 4070
Jewett, TX 75846

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

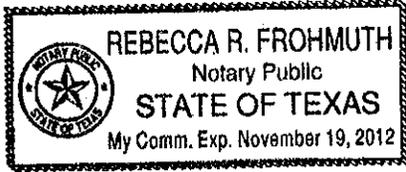
APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Leon §

This instrument was acknowledged before me on the 3rd day of August, 2010, by Fred Baccus, managing partner of BACCUS PARTNERSHIP, LLC, a Texas limited liability company, for and on behalf of said limited liability company.



[Signature]
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

S88° 47'18"W
13.18'

LOT 1 TENNYSON PARKWAY OFFICE CENTER Cab. M. Page 642

C.C.S.L. SURVEY NO. 5, A-150

HENRY B. MILLER SURVEY A-614

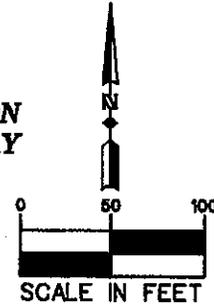
P.O.C.
1/2" IRF "RLG INC."

EXHIBIT "A"

PARCEL NO. 2
1.689 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS

BACCUS PARTNERSHIP
Inst. No. 20100128000090190

Delta = 06° 37'48" 1"-100'
R = 995.00'
Arc Length = 115.14'
CL = 115.07'
CB = N65° 03'33"E



RIGHT-OF-WAY
PARCEL NO. 2
1.689 ACRES
73,613 SQ. FT.

Delta = 28° 30'33"
R = 1075.00'
Arc Length = 534.90'
CL = 529.40'
CB = N54° 07'11"E

Delta = 04° 36'36"
R = 1105.00'
Arc Length = 88.91'
CL = 88.88'
CB = S66° 04'09"W

Delta = 01° 00'29"
R = 1105.00'
Arc Length = 19.44'
CL = 19.44'
CB = N64° 33'15"E

Delta = 36° 57'29"
R = 965.00'
Arc Length = 622.46'
CL = 611.73'
CB = S49° 53'42"W

CROOM INTERESTS, LTD.
V. 4802, P. 3519

EARLANE BACCCUS CROOM
V. 4550, P. 1143

P.O.B.
5/8" IRS

646.77'

S00° 29'20"E (DEED CALL - SOUTH)

N00° 29'20"W 186.06'

CITY OF PLANO 96-0092892

CITY OF PLANO
96-0092899

S00° 04'29"W 117.37'

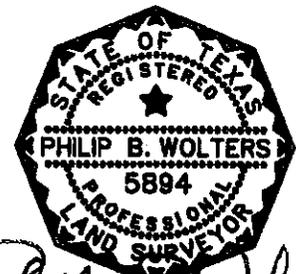
CITY OF PLANO
96-0092893

1/2" IRF

S00° 24'12"E 5.71'

EARLANE BACCCUS CROOM
V. 4550, P. 1143

EXHIBIT A
PAGE 1 OF 3



Philip B. Walters

PHILIP B. WALTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 26, 2010

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

PARCEL NO. 2 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

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

EXHIBIT 'B'

**RIGHT-OF-WAY DEDICATION
PARCEL NO. 2**

Field Notes

BEING a 1.689 acre portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190 Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod, capped "RLG INC", found at the southwest corner of Lot 1 of the TENNYSON PARKWAY OFFICE CENTER, recorded by plat in Cabinet M, Page 642, Plat Records, Collin County, Texas, said iron pin also being in the north survey line of the Henry B. Miller Survey, Abstract No. 614;

THENCE S 88°47'18" W, 13.18 feet along said survey line to the northwest corner of said Baccus Partnership tract;

THENCE S 00°29'20" E, 646.77 feet, along the west property line of said Baccus Partnership tract, to a 5/8" iron rod set for the **POINT OF BEGINNING** and being at the beginning of a curve to the right, having a radius of 1,075.00 feet, a central angle of 28°30'33" a chord which bears N 54° 07'11" E, a distance of 529.40 feet;

THENCE Northeast, along the arc of said curve, a distance of 534.90 feet to 5/8" iron rod set at the beginning of a curve to the left, having a radius of 995.00 feet, a central angle of 06°37'48" and a chord which bears N 65° 03'33" E, a distance of 115.07 feet;

THENCE Northeast, along the arc of said curve, a distance of 115.14 feet to a 5/8" iron rod set in the west line of a tract of land deeded to the City of Plano in Document No. 96-0092893, D.R.C.C.T.;

THENCE S 00°04'29" W, 117.37 feet, to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 1105.00 feet, a central angle of 01°00'29" and a chord which bears N 64°33'15" E, a distance of 19.44 feet;

THENCE Northeast, along the arc of said curve and the south line of said Plano tract, a distance of 19.44 feet to a found 1/2" iron rod at the southeast corner of said Plano tract.

- THENCE** S 00°24'12" E, along the east line of Baccus Partnership tract, 5.71 feet to a 5/8" iron rod set in said east line and at the beginning of a curve to the right, having a radius of 1,105.00 feet, a central angle of 04°36'36" and a chord which bears S 66°04'09" W a distance of 88.88 feet;
- THENCE** Southwest, along the arc of said curve and departing said east line, a distance of 88.91 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 965.00 feet, a central angle of 36°57'29" and a chord which bears S 49°53'42" W, a distance of 611.73 feet;
- THENCE** Southwest, along the arc of said curve, a distance of 622.46 feet to a 5/8" iron rod set in the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;
- THENCE** N 00°29'20" W, 186.06 feet, along said east line, to the **POINT OF BEGINNING**, containing 1.689 acres or 73,613 square feet of land.

P:\DANNENBAUM\1714\SURVEY\Esmt-ROW\1714-jgl-2.doc

EXHIBIT "A"

PARCELS 2TCE1 & 2TCE2 2 TEMPORARY CONSTRUCTION EASEMENTS

CITY OF PLANO
96-0092892

CROOM INTERESTS
V. 4802, P. 3519

HENRY B. MILLER SURVEY, A-614

CITY OF PLANO
96-0092893

22,605 SQ. FT. TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 2TCE1

EARLANE BACCUS CROOM
V. 4550, P. 1143

COMMUNICATIONS PARKWAY
RIGHT-OF-WAY
PARCEL NO. 2

BACCUS PARTNERSHIP
Inst. No. 20100128000090190

EARLANE BACCUS CROOM
V. 4550, P. 1143

57,498 SQ. FT. TEMPORARY
CONSTRUCTION EASEMENT
PARCEL 2TCE2

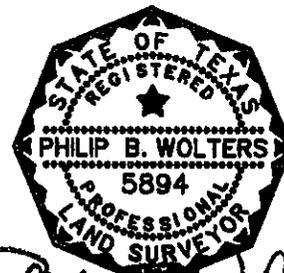
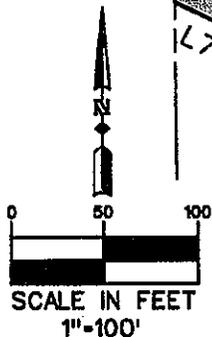
P.O.B. 1
5/8" IRF

P.O.B. 2
5/8" IRF

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00° 29' 20" W	52.92'
L2	S00° 04' 29" W	39.98'
L3	S00° 24' 12" E	38.75'
L4	S25° 24' 58" E	15.00'
L5	S37° 21' 09" E	85.00'
L6	N49° 17' 21" W	50.00'
L7	N63° 19' 56" W	40.71'
L8	N00° 29' 20" W	89.78'

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	26° 25' 37"	1110.00'	511.97'	507.45'	N55° 09' 39" E
C2	07° 45' 44"	960.00'	130.06'	129.96'	N64° 29' 35" E
C3	06° 37' 48"	995.00'	115.14'	115.07'	S65° 03' 33" W
C4	28° 30' 33"	1075.00'	534.90'	529.40'	S54° 07' 11" W
C5	36° 57' 29"	965.00'	622.46'	611.73'	N49° 53' 42" E
C6	04° 36' 36"	1105.00'	88.91'	88.88'	N66° 04' 09" E
C7	03° 45' 41"	1140.00'	74.84'	74.82'	S66° 29' 37" W
C8	03° 47' 25"	930.00'	61.52'	61.51'	S66° 28' 45" W
C9	11° 56' 12"	915.00'	190.62'	190.28'	S58° 36' 56" W
C10	11° 56' 12"	830.00'	172.92'	172.60'	S46° 40' 45" W
C11	14° 02' 35"	880.00'	215.69'	215.15'	S33° 41' 21" W

EXHIBIT PAGE 3 OF 4



Philip B. Wolters
PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 28, 2010

PARCEL NO. 2TCE1
PARCEL NO. 2TCE2
BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE
CHEATHAM & ASSOCIATES 2233 AVENUE J, SUITE 107 ARLINGTON, TEXAS 76006 PH. 817-548-0896 FAX 817-265-8532

EXHIBIT 'B'

**PARCELS 2TCE1 & 2TCE2
2 TEMPORARY CONSTRUCTION EASEMENTS**

Field Notes

PARCEL 2TCE1

BEING a 22,605 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, 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 north line of the proposed Communications Parkway right of way and the west line of said Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE N 00°29'20" W, along said east line, 52.92 feet to a point for corner, said point being at the beginning of a curve to the right with a central angle of 26°25'37", a radius of 1,110.00 feet and a chord which bears N55°09'39"E a distance of 507.45 feet;

THENCE Northeast, along the arc of said curve, 511.97 feet to a point for corner at the beginning of a curve to the left with a central angle of 07°45'44", a radius of 960.00 feet and a chord which bears N64°29'35"E a distance of 129.96 feet;

THENCE Northeast, along the arc of said curve, 130.06 feet to a point for corner in west line of a tract of land deeded to the City of Plano under Instrument No. 96-0092892, D.R.C.C.T.;

THENCE S 00°04'29" W, along said west line, 39.98 feet to a 5/8" iron rod found for corner in the north line of the proposed Communications Parkway right of way and being at the beginning of a curve to the right with a central angle of 06°37'48", a radius of 995.00 feet and a chord which bears S65°03'33"W a distance of 115.07 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 115.14 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 28°30'33", a radius of 1075.00 feet and a chord which bears S54°07'11"W a distance of 529.40 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 534.90 feet to the **POINT OF BEGINNING** and containing 22,605 square feet of land.

PARCEL 2TCE2

BEING a 57,498 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, 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 Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T. said point being at the beginning of a curve to the right with a central angle of $36^{\circ}57'29''$, a radius of 965.00 feet and a chord which bears $N49^{\circ}53'42''E$ a distance of 611.73 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 622.46 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of $04^{\circ}36'36''$, a radius of 1105.00 feet and a chord which bears $N66^{\circ}04'09''E$ a distance of 88.88 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 88.91 feet to a 5/8" iron rod found for corner in the west line of a separate tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE $S 00^{\circ}24'12'' E$, along said west line, 38.75 feet to a point for corner at the beginning of a curve to the right with a central angle of $03^{\circ}45'41''$, a radius of 1140.00 feet and a chord which bears $S66^{\circ}29'37''W$ a distance of 74.82 feet;

THENCE Southwest, along the arc of said curve, 74.84 feet to a point for corner at the beginning of a curve to the left with a central angle of $03^{\circ}47'25''$, a radius of 930.00 feet and a chord which bears $S66^{\circ}28'45''W$ a distance of 61.51 feet;

THENCE Southwest, along the arc of said curve, 61.52 feet to a point for corner;

THENCE $S 25^{\circ}24'58'' E$, 15.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 915.00 feet and a chord which bears $S58^{\circ}36'56''W$ a distance of 190.28 feet;

THENCE Southwest, along the arc of said curve, 190.62 feet to a point for corner;

THENCE $S 37^{\circ}21'09'' E$, 85.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 830.00 feet and a chord which bears $S46^{\circ}40'45''W$ a distance of 172.60 feet;

THENCE Southwest, along the arc of said curve, 172.92 feet to a point for corner;

THENCE N 49°17'21" W, 50.00 feet to a point for corner at the beginning of a curve to the left with a central angle of 14°02'35", a radius of 880.00 feet and a chord which bears S33°41'21"W a distance of 215.15 feet;

THENCE Southwest, along the arc of said curve, 215.69 feet to a point for corner;

THENCE N 63°19'56" W, 40.71 feet to a point for corner in the west line of said BZB tract;

THENCE N 00°29'20" W, along said west line, 89.78 feet to the **POINT OF BEGINNING**, containing 57,498 square feet of land.

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, **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company, individually, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantors 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, do 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 Grantors in and to any adjacent streets, alleys or rights-of-way (hereinafter collectively called the "Property").

The Property is conveyed by Grantors 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 Grantors 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 Grantors 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. Grantors do hereby bind Grantors and Grantors' 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 Grantors, 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____

BACCUS PARTNERSHIP, LLC, a Texas Limited Liability Company

By: _____
Name: _____
Title: _____
Address: _____

STATE OF TEXAS

COUNTY OF _____

ACKNOWLEDGMENT

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company, for and on behalf of said limited liability company.

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

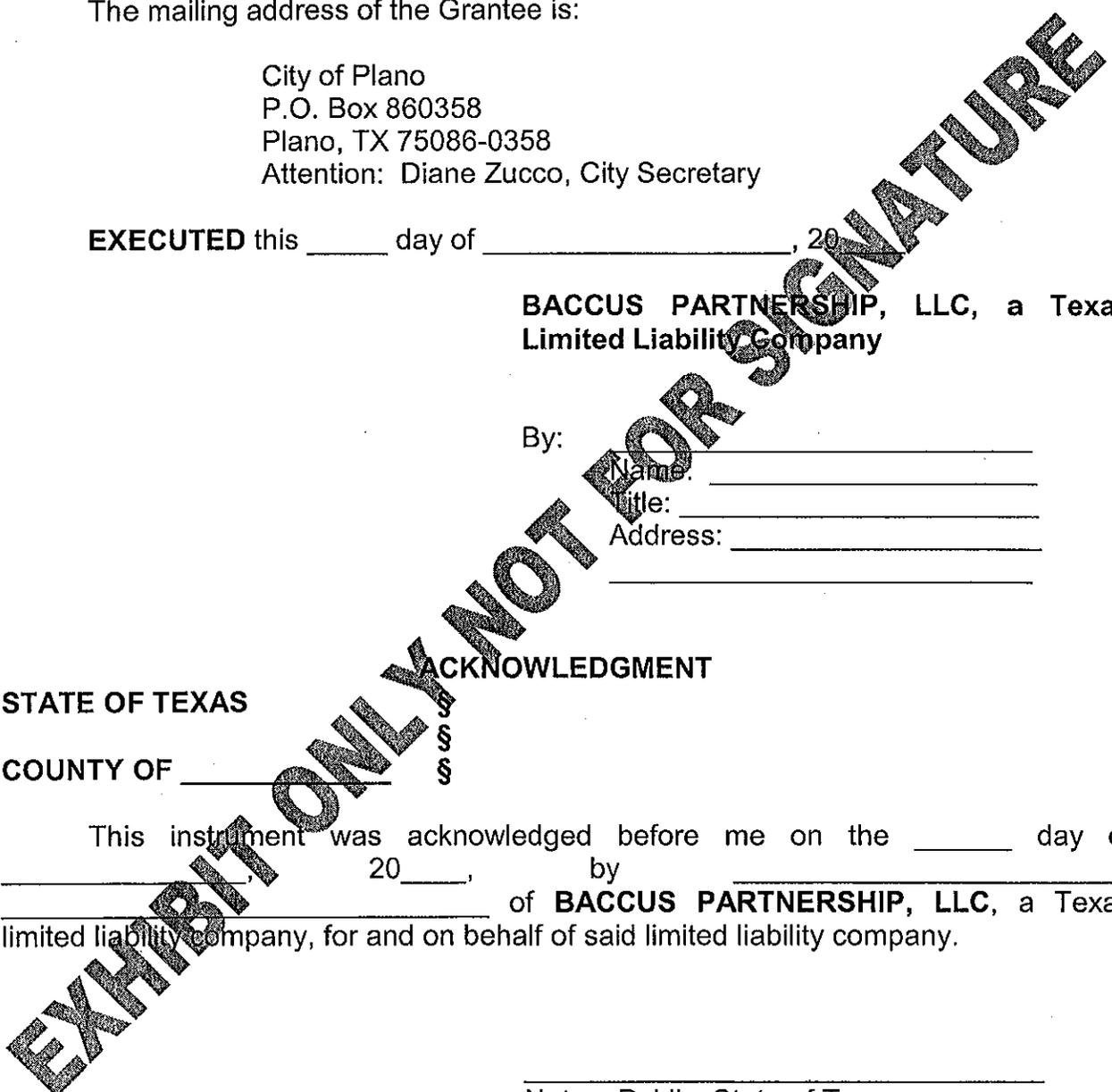


EXHIBIT "B"
Permitted Exceptions

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 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 Fred W. Baccus to City of Plano, dated 10/25/1996, filed 10/28/1996, cc# 96-0092894, Real Property Records of Collin County, Texas.

S88° 47'18"W
13.18'

LOT 1 TENNYSON PARKWAY OFFICE CENTER Cab. M. Page 642

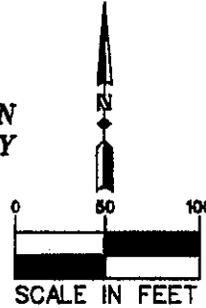
C.C.S.L. SURVEY NO. 5, A-150

HENRY B. MILLER SURVEY A-614

P.O.C.
1/2" IRF "RLG INC."

EXHIBIT "A"

PARCEL NO. 2
1.689 ACRE
RIGHT OF WAY DEDICATION
COMMUNICATIONS PARKWAY
PLANO, TEXAS



BACCUS PARTNERSHIP
Inst. No. 20100128000090190

Delta = 06° 37'48"
R = 995.00'
Arc Length = 115.14'
CL = 115.07'
CB = N65° 03'33"E

RIGHT-OF-WAY
PARCEL NO. 2
1.689 ACRES
73,613 SQ. FT.

Delta = 28° 30'33"
R = 1075.00'
Arc Length = 534.90'
CL = 529.40'
CB = N54° 07'11"E

Delta = 04° 36'36"
R = 1105.00'
Arc Length = 88.91'
CL = 88.88'
CB = S66° 04'09"W

Delta = 01° 00'29"
R = 1105.00'
Arc Length = 19.44'
CL = 19.44'
CB = N64° 33'15"E

Delta = 36° 57'29"
R = 965.00'
Arc Length = 622.46'
CL = 611.73'
CB = S49° 53'42"W

CROOM INTERESTS, L.T.D.
V. 4802, P. 3519

646.77'

500° 29'20"E DEED CALL - SOUTH

EARLANE BACCUS CROOM
V. 4550, P. 1143

P.O.B.
5/8" IRS

186.06'

N00° 29'20"W

CITY OF PLANO 96-0092892

CITY OF PLANO
96-0092889

500° 04'29"W

117.37'

CITY OF PLANO
96-0092893

1/2" IRF

S00° 24'12"E
5.71'

EARLANE BACCUS CROOM
V. 4550, P. 1143

P:\DANIEL\BAMA\174\SURVEY\Exam\ROW\174-14-2-NAD.dwg

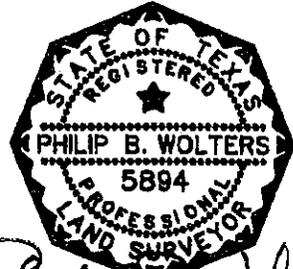


EXHIBIT C
PAGE 4 OF 6

Philip B. Wolters

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

PHILIP B. WOLTERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5894 DATE: JULY 28, 2010

PARCEL NO. 2 BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE

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

EXHIBIT 'B'

RIGHT-OF-WAY DEDICATION
PARCEL NO. 2

Field Notes

BEING a 1.689 acre portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190 Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod, capped "RLG INC", found at the southwest corner of Lot 1 of the TENNYSON PARKWAY OFFICE CENTER, recorded by plat in Cabinet M, Page 642, Plat Records, Collin County, Texas, said iron pin also being in the north survey line of the Henry B. Miller Survey, Abstract No. 614;

THENCE S 88°47'18" W, 13.18 feet along said survey line to the northwest corner of said Baccus Partnership tract;

THENCE S 00°29'20" E, 646.77 feet, along the west property line of said Baccus Partnership tract, to a 5/8" iron rod set for the **POINT OF BEGINNING** and being at the beginning of a curve to the right, having a radius of 1,075.00 feet, a central angle of 28°30'33" a chord which bears N 54° 07'11" E, a distance of 529.40 feet;

THENCE Northeast, along the arc of said curve, a distance of 534.90 feet to 5/8" iron rod set at the beginning of a curve to the left, having a radius of 995.00 feet, a central angle of 06°37'48" and a chord which bears N 65° 03'33" E, a distance of 115.07 feet;

THENCE Northeast, along the arc of said curve, a distance of 115.14 feet to a 5/8" iron rod set in the west line of a tract of land deeded to the City of Plano in Document No. 96-0092893, D.R.C.C.T.;

THENCE S 00°04'29" W, 117.37 feet, to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 1105.00 feet, a central angle of 01°00'29" and a chord which bears N 64°33'15" E, a distance of 19.44 feet;

THENCE Northeast, along the arc of said curve and the south line of said Plano tract, a distance of 19.44 feet to a found 1/2" iron rod at the southeast corner of said Plano tract.

Exhibit "A"
The Property

- THENCE** S 00°24'12" E, along the east line of Baccus Partnership tract, 5.71 feet to a 5/8" iron rod set in said east line and at the beginning of a curve to the right, having a radius of 1,105.00 feet, a central angle of 04°36'36" and a chord which bears S 66°04'09" W a distance of 88.88 feet;
- THENCE** Southwest, along the arc of said curve and departing said east line, a distance of 88.91 feet to a 5/8" iron rod set at the beginning of a curve to the left, having a radius of 965.00 feet, a central angle of 36°57'29" and a chord which bears S 49°53'42" W, a distance of 611.73 feet;
- THENCE** Southwest, along the arc of said curve, a distance of 622.46 feet to a 5/8" iron rod set in the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;
- THENCE** N 00°29'20" W, 186.06 feet, along said east line, to the **POINT OF BEGINNING**, containing 1.689 acres or 73,613 square feet of land.

P:\DANNENBAUM\1714\SURVEY\Esmt-ROW\1714-jgl-2.doc

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§

KNOW ALL MEN BY THESE PRESENTS:

THAT, BACCUS PARTNERSHIP, LLC, a Texas limited liability company, individually, whether one or more, hereinafter called "Grantors," for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors 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, do GIVE, 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 2TCE1 and Parcel 2TCE2 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____.

**BACCUS PARTNERSHIP, LLC, a
Texas Limited Liability Company**

By: _____

Name: _____

Title: _____

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of **BACCUS PARTNERSHIP, LLC**, a Texas limited liability company, for and on behalf of said limited liability company.

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 P
PAGE 2 OF 6

EXHIBIT 'B'

PARCELS 2TCE1 & 2TCE2
2 TEMPORARY CONSTRUCTION EASEMENTS

Field Notes

PARCEL 2TCE1

BEING a 22,605 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, 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 north line of the proposed Communications Parkway right of way and the west line of said Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE N 00°29'20" W, along said east line, 52.92 feet to a point for corner, said point being at the beginning of a curve to the right with a central angle of 26°25'37", a radius of 1,110.00 feet and a chord which bears N55°09'39"E a distance of 507.45 feet;

THENCE Northeast, along the arc of said curve, 511.97 feet to a point for corner at the beginning of a curve to the left with a central angle of 07°45'44", a radius of 960.00 feet and a chord which bears N64°29'35"E a distance of 129.96 feet;

THENCE Northeast, along the arc of said curve, 130.06 feet to a point for corner in west line of a tract of land deeded to the City of Plano under Instrument No. 96-0092892, D.R.C.C.T.;

THENCE S 00°04'29" W, along said west line, 39.98 feet to a 5/8" iron rod found for corner in the north line of the proposed Communications Parkway right of way and being at the beginning of a curve to the right with a central angle of 06°37'48", a radius of 995.00 feet and a chord which bears S65°03'33"W a distance of 115.07 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 115.14 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of 28°30'33", a radius of 1075.00 feet and a chord which bears S54°07'11"W a distance of 529.40 feet;

THENCE Southwest, along the arc of said curve and said proposed right of way, 534.90 feet to the **POINT OF BEGINNING** and containing 22,605 square feet of land.

PARCEL 2TCE2

BEING a 57,498 square foot portion of the Baccus Partnership tract as recorded under Clerk's Instrument No. 20100128000090190, 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 Baccus Partnership tract, same being the east line of a tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T. said point being at the beginning of a curve to the right with a central angle of $36^{\circ}57'29''$, a radius of 965.00 feet and a chord which bears $N49^{\circ}53'42''E$ a distance of 611.73 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 622.46 feet to a 5/8" iron rod found for corner at the beginning of a curve to the left with a central angle of $04^{\circ}36'36''$, a radius of 1105.00 feet and a chord which bears $N66^{\circ}04'09''E$ a distance of 88.88 feet;

THENCE Northeast, along the arc of said curve and said proposed right of way, 88.91 feet to a 5/8" iron rod found for corner in the west line of a separate tract of land deeded to the Earlane Baccus Croom 1966 Trust in Volume 4550, Page 1143, D.R.C.C.T.;

THENCE $S 00^{\circ}24'12'' E$, along said west line, 38.75 feet to a point for corner at the beginning of a curve to the right with a central angle of $03^{\circ}45'41''$, a radius of 1140.00 feet and a chord which bears $S66^{\circ}29'37''W$ a distance of 74.82 feet;

THENCE Southwest, along the arc of said curve, 74.84 feet to a point for corner at the beginning of a curve to the left with a central angle of $03^{\circ}47'25''$, a radius of 930.00 feet and a chord which bears $S66^{\circ}28'45''W$ a distance of 61.51 feet;

THENCE Southwest, along the arc of said curve, 61.52 feet to a point for corner;

THENCE $S 25^{\circ}24'58'' E$, 15.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 915.00 feet and a chord which bears $S58^{\circ}36'56''W$ a distance of 190.28 feet;

THENCE Southwest, along the arc of said curve, 190.62 feet to a point for corner;

THENCE $S 37^{\circ}21'09'' E$, 85.00 feet to a point for corner at the beginning of a curve to the left with a central angle of $11^{\circ}56'12''$, a radius of 830.00 feet and a chord which bears $S46^{\circ}40'45''W$ a distance of 172.60 feet;

Exhibit "A"
The Easement Property

- THENCE** Southwest, along the arc of said curve, 172.92 feet to a point for corner;
- THENCE** N 49°17'21" W, 50.00 feet to a point for corner at the beginning of a curve to the left with a central angle of 14°02'35", a radius of 880.00 feet and a chord which bears S33°41'21"W a distance of 215.15 feet;
- THENCE** Southwest, along the arc of said curve, 215.69 feet to a point for corner;
- THENCE** N 63°19'56" W, 40.71 feet to a point for corner in the west line of said BZB tract;
- THENCE** N 00°29'20" W, along said west line, 89.78 feet to the **POINT OF BEGINNING**, containing 57,498 square feet of land.