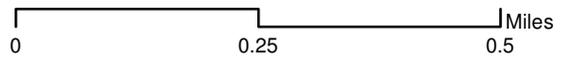
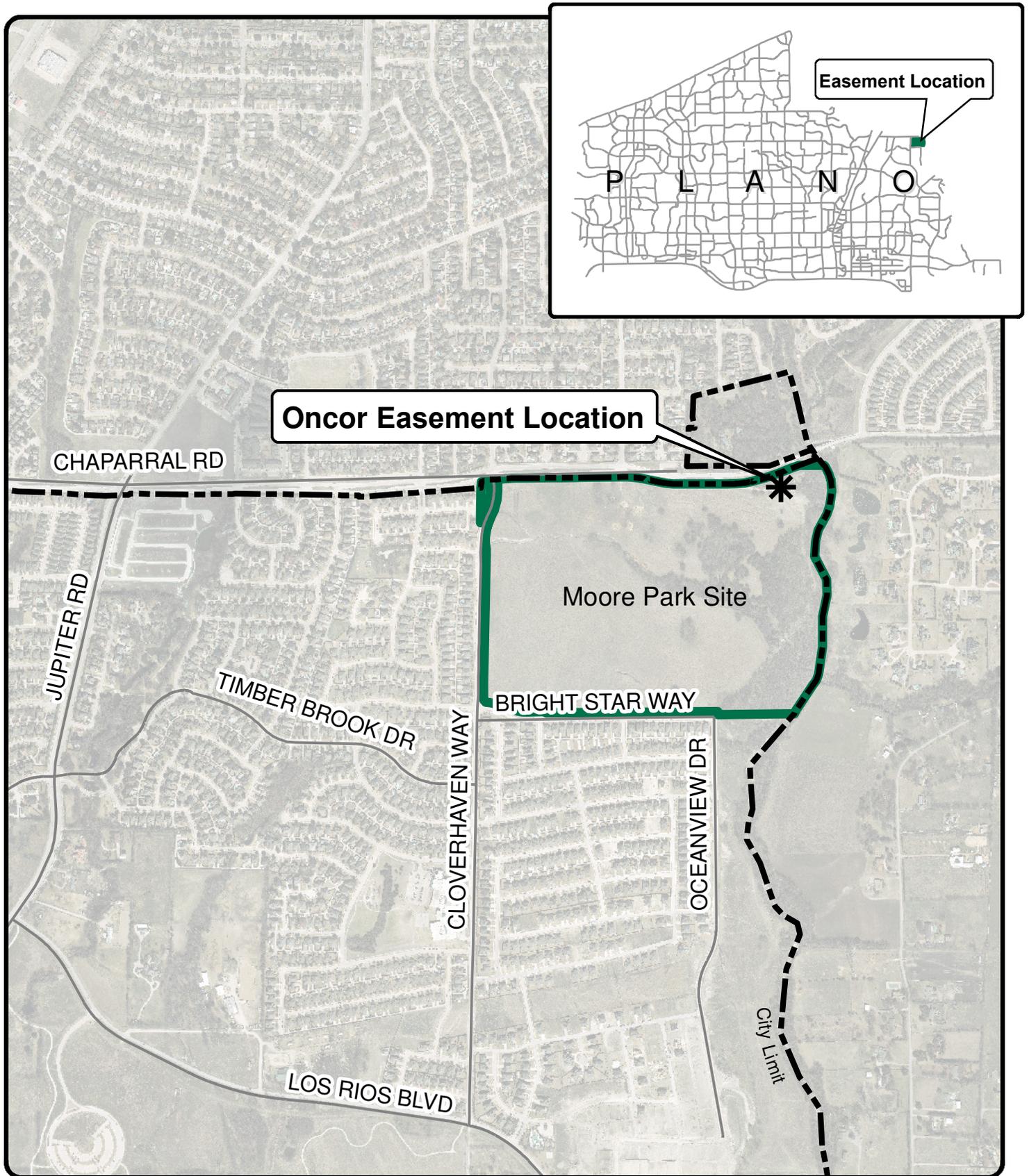




CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/26/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
A Resolution of the City of Plano, Texas, approving the dedication of a 0.121 acre tract of land owned by the City of Plano, Texas, presently designated as park property, as permanent easement and right-of-way within the Moore Park site, said tract being situated in the Robert C. Whisenant Survey, Abstract No, 1012; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Dedication of designated park land not yet utilized as a park for easement and right-of-way relates to the City's Goals of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Oncor has requested an easement and right-of-way at the northeast corner of Moore Park for upgrade of electrical service to existing NTMWD pumping facilities in an area that is not suitable for park development due to existing facilities. NTMWD requires this electrical upgrade for their sanitary sewer operations. Staff recommends adoption of the Resolution and approval of the easement. The proposed Oncor easement will be within the existing NTMWD easement.				
Project Location Map: https://www.google.com/maps/@33.0717778,-96.6562222,16z/data=!3m1!1e3				
List of Supporting Documents: Location Map Resolution			Other Departments, Boards, Commissions or Agencies	

Oncor Easement Location at Moore Park Site



A Resolution of the City of Plano, Texas, approving the dedication of a 0.121 acre tract of land owned by the City of Plano, Texas, presently designated as park property, as permanent easement and right-of-way within the Moore Park site, said tract being situated in the Robert C. Whisenant Survey, Abstract No, 1012; and providing an effective date.

WHEREAS, Oncor Electrical Delivery Company LLC, has requested an Easement and Right-of Way of 0.121 acre situated in the Robert C. Whisenant Survey, Abstract No. 1012; and

WHEREAS, said Easement and Right-of-Way is located within City of Plano's Moore Park site and is described in the field notes and shown on the drawing attached and incorporated herein as Exhibit "A"; and

WHEREAS, City Council is aware that the property is designated as park property but has not been utilized as a park; and

WHEREAS, North Texas Municipal Water District requires additional electrical service to their existing pumping site located within Moore Park; and

WHEREAS, there will be negligible impact on park property (because within existing NTMWD easement); and

WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the tract of land totaling 0.121 acre should be dedicated as permanent easement and right-of-way, and the City Manager, or his authorized designee, is hereby authorized to record this Resolution in the Land Records of Collin County, Texas, to evidence this dedication.

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

Section I. The City Council hereby authorizes the dedication of the underdeveloped park property shown in Exhibit "A" for permanent easement and right-of-way use and determines that the dedication is acceptable and is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute this Easement and all other documents in connection with said Easement on behalf of the City of Plano and record said Easement in the Land Records of Collin County, Texas, to evidence this dedication.

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

DULY PASSED AND APPROVED this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

District:
WR#:
ER#: _____

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

That, the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not construct, within the easement area, any buildings, structures or other obstructions or perform excavation which may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee which shall not be unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

Grantor, to the extent authorized under the constitution and laws of the State of Texas,

agrees to be responsible for its own acts of negligence, and, Grantee, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Easement.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. The insurance required herein is not in addition to any other insurance requirements required by Grantor of Grantee under other agreements between the parties and may be satisfied by any valid annual certificate of insurance provided by Grantee to Grantor subject to compliance with the minimum coverage requirements in Exhibit "B".

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2015

**CITY OF PLANO, TEXAS,
a home-rule municipal corporation**

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**ONCOR ELECTRIC DELIVERY COMPANY, LLC,
a Delaware Limited Liability Company**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bruce D. Glasscock of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____ of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

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

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

Being a 0.121 acre tract of land situated in the Robert C. Whisenant Survey, Abstract No. 1012, City of Plano, Collin County, Texas, said 0.121 acre tract of land being a portion of a called 119.454 acre tract of land as described in the deed to City of Plano as recorded in Volume 1938, Page 929 of the Deed Records of Collin County, Texas, said 0.121 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point for the most northerly northeast corner of said 119.454 acre tract of land, said point being the southeasterly corner of a called 1,490 square feet tract of land as described in the City of Allen Resolution Number 2999-3-11(R) to the City of Plano, said point also being in the westerly line of Lot 11, Block A of The Knolls Of Springhill, an addition to the City of Parker, Collin County, Texas as recorded in Cabinet L, Page 24 of the Plat Records of Collin County, Texas, from which a 5/8 inch iron rod (Controlling Monument) (CM) found for the southeasterly corner of said Lot 11 bears South 69 degrees 10 minutes 31 seconds East, a distance of 698.34 feet, said 5/8 inch iron rod being the northeasterly corner of Lot 12 of said Block A, said 5/8 inch iron rod also being in the westerly right-of-way line of Shady Knolls Drive (a 50' width right-of-way) and from which a 5/8 inch iron rod with red plastic cap stamped "Sparr" (CM) found for the southeasterly corner of said Lot 12 bears South 57 degrees 29 minutes 39 seconds East, a distance of 757.90 feet, said 5/8 inch iron rod with red plastic cap stamped "Sparr" being the northeasterly corner of Lot 13 of said Block A, said 5/8 inch iron rod with red plastic cap stamped "Sparr" also being in the westerly right-of-way line of said Shady Knoll Road; **THENCE** South 88 degrees 39 minutes 13 seconds West, with the northerly line of said 119.454 acre tract of land and with the southerly line of a called 0.530 acre tract of land as described in the deed to The City of Allen and recorded in Instrument Number 2010030100095040 of the Official Public Records of Collin County, Texas, a distance of 176.89 feet to a point in the southeasterly right-of-way line Chaparral Road (an 80' width right-of-way); **THENCE** South 69 degrees 11 minutes 26 seconds West, with the southeasterly right-of-way line of said Chaparral Road, a distance of 279.81 to the beginning of a curve to the right, having a radius of 890.00 feet, a central angle of 18 degrees 45 minutes 09 seconds, and whose chord bears South 78 degrees 34 minutes 02 seconds West, a distance of 289.99 feet; **THENCE** with said curve to the right and with the southeasterly right-of-way line of said Chaparral Road, an arc distance of 291.29 feet to the **POINT OF BEGINNING**, from which a 5/8 inch iron rod (CM) found for the southeasterly corner of Lot 38, Block E of Cottonwood Bend Estates Phase IIA, an addition to the City of Allen, Collin County, Texas as recorded in Cabinet I, Page 636 of said Plat Records of Collin County, Texas bears North 28 degrees 51 minutes 55 seconds West, a distance of 201.29 feet, said 5/8 inch iron rod being the westerly line of a called 6.535 acre tract of land as described in the deed to F. Liles Arnold and Susan Y. Arnold and recorded in Instrument Number 94-0050644 of said Official Public Records of Collin County, Texas;

THENCE South 82 degrees 03 minutes 42 seconds East, a distance of 159.61 feet to a point for corner;

EXHIBIT A

119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14

SCALE: N/A

PAGE 1 OF 5



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

THENCE South 85 degrees 36 minutes 38 seconds East, a distance of 203.09 feet to a point for corner;

THENCE North 53 degrees 11 minutes 19 seconds East, a distance of 31.92 feet to a point for corner;

THENCE North 06 degrees 27 minutes 22 seconds East, a distance of 31.00 feet to a point for corner;

THENCE South 83 degrees 32 minutes 38 seconds East, a distance of 29.50 feet to a point for corner;

THENCE South 06 degrees 27 minutes 22 seconds West, a distance of 31.00 feet to a point for corner;

THENCE North 83 degrees 32 minutes 38 seconds West, a distance of 14.75 feet to a point for corner;

THENCE South 53 degrees 19 minutes 25 seconds West, a distance of 46.41 feet to a point for corner;

THENCE North 85 degrees 36 minutes 41 seconds West, a distance of 207.17 feet to a point for corner;

THENCE North 82 degrees 03 minutes 42 seconds West, a distance of 225.98 feet to a point for corner in the southeasterly right-of-way line of said Chaparral Road;

THENCE North 89 degrees 40 minutes 55 seconds East, along said southeasterly right-of-way line of said Chaparral Road a distance of 39.81 feet to a point for the beginning of a curve to the left, having a radius of 890.00 feet, a central angle of 01 degree 44 minutes 19 seconds and whose chord bears North 88 degrees 48 minutes 46 seconds East, a distance of 27.00 feet;

THENCE with said curve to the left and with the southeasterly right-of-way line of said Chaparral Road, an arc distance of 27.00 feet to the **POINT OF BEGINNING** and containing 5,277 square feet or 0.121 acres of land, more or less.

EXHIBIT A

119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.

ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14

SCALE: N/A

PAGE 2 OF 5



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT

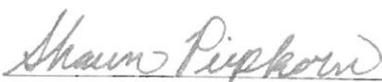
NOTES:

1. A plat of same date accompanies this legal description.
2. All horizontal coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, CORS96 (Epoch 2002.00), North Central Zone (4202) and adjusted to surface values using the Texas Department of Transportation surface adjustment factor for Collin County (1.000152710). All distances and areas shown hereon are surface values and in U.S. Survey Feet.
3. This survey was performed without the benefit of a title report. There may be easements and /or covenants affecting this property not shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Date: June 25, 2014
Gorrondona & Associates, Inc.



Shaun Marvin Piepkorn
Registered Professional Land Surveyor
No. 6432
Texas Firm No. 10106903



EXHIBIT A

119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14

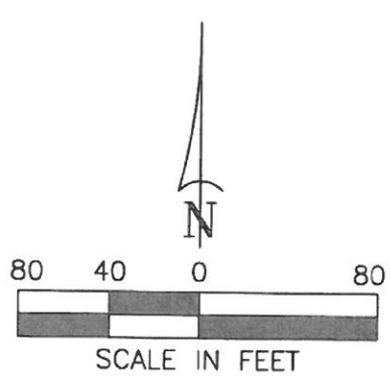
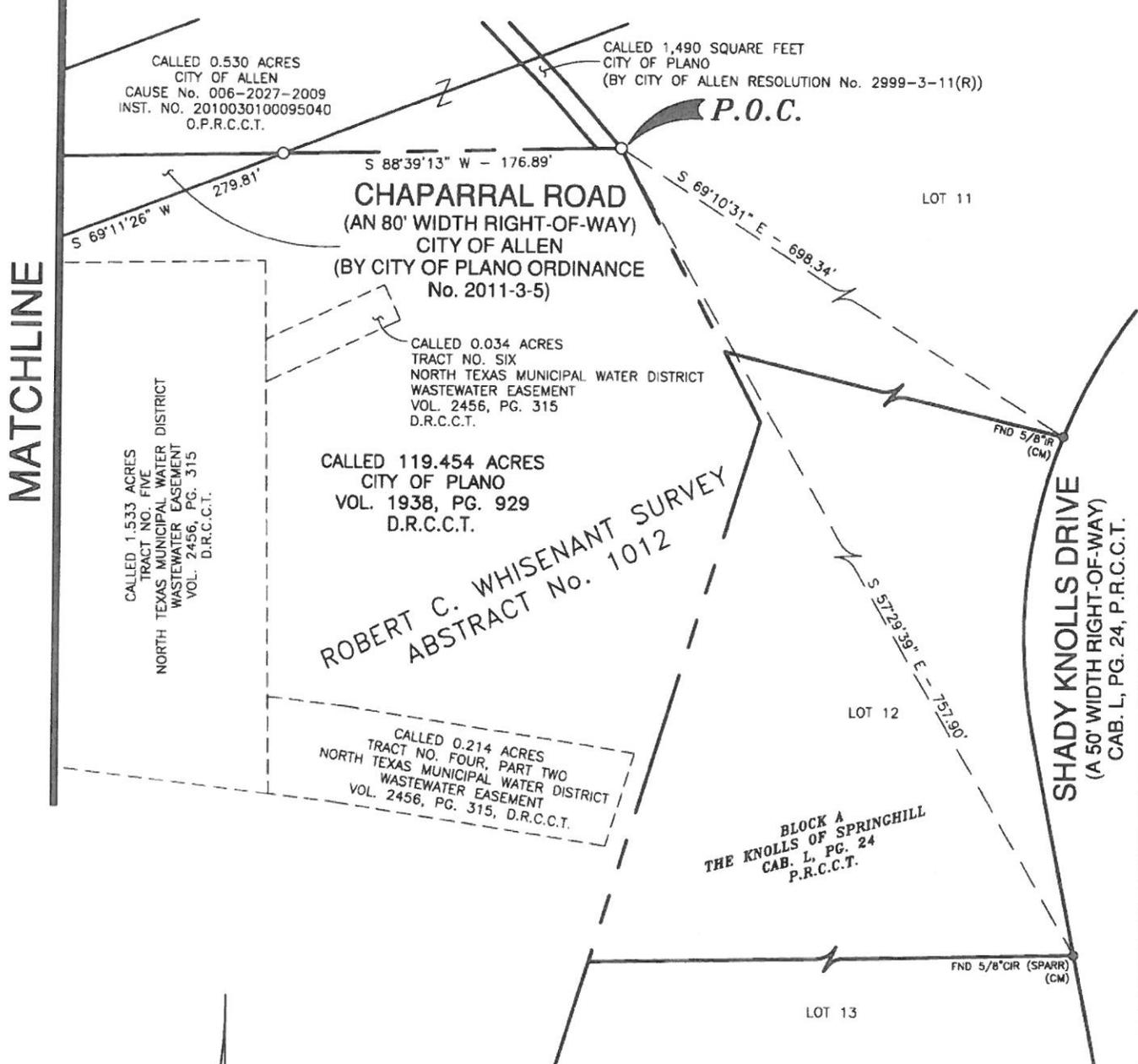
SCALE: N/A

PAGE 3 OF 5



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT



LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
- - -	EASEMENT LINE
—	RIGHT-OF-WAY LINE
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

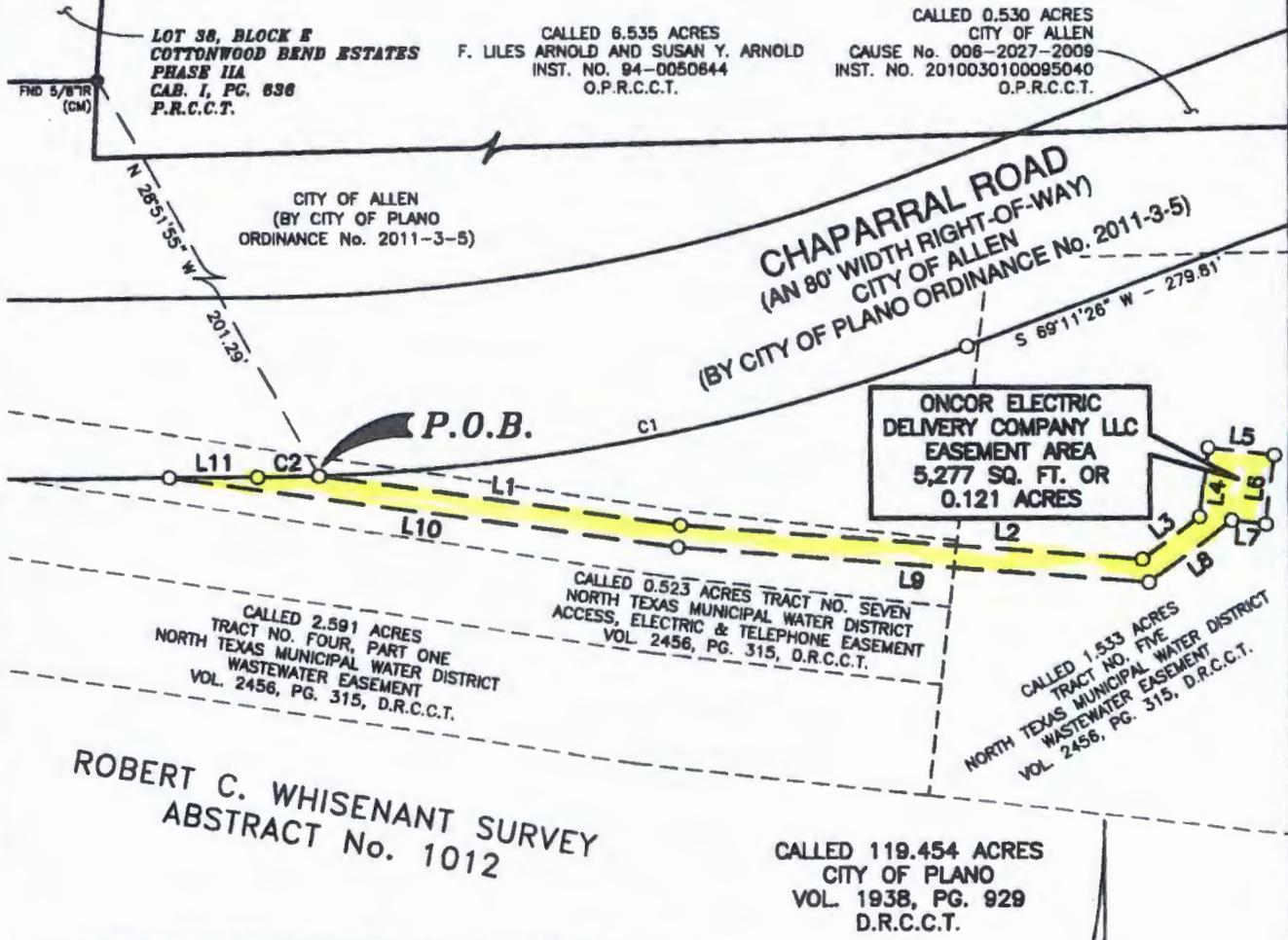
EXHIBIT A
119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14 SCALE: 1"=80' PAGE 4 OF 5



Gorrondona & Associates, Inc.
1701 North Market Street
Suite Number 450
Dallas, Texas 75202
(214) 712-0600 Office

ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT



MATCHLINE

- (1) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
- (2) ALL HORIZONTAL COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CORS98 (EPOCH 2002.00), NORTH CENTRAL ZONE (4202) AND ADJUSTED TO SURFACE VALUES USING THE TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR FOR COLLIN COUNTY (1.000152710). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND IN U.S. SURVEY FEET.
- (3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.



LINE	BEARING	DISTANCE
L1	S 82°03'42" E	158.81'
L2	S 85°36'38" E	203.09'
L3	N 53°11'19" E	31.92'
L4	N 06°27'22" E	31.00'
L5	S 83°32'38" E	29.50'
L6	S 06°27'22" W	31.00'
L7	N 83°32'38" W	14.75'
L8	S 53°18'25" W	46.41'
L9	N 85°36'41" W	207.17'
L10	N 82°03'42" W	225.98'
L11	N 88°40'55" E	39.81'

LEGEND	
●	IRON ROD FOUND (AS NOTED)
(CM)	CONTROLLING MONUMENT
○	CALCULATED POINT
---	EASEMENT LINE
---	RIGHT-OF-WAY LINE
D.R.C.C.T.	DEED RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	890.00'	18°45'09"	S 78°34'02" W	289.99'	291.29'
C2	890.00'	01°44'18"	N 88°48'48" E	27.00'	27.00'

SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6432 TEXAS FIRM NO. 10106803

EXHIBIT A
119.454 ACRE, CITY OF PLANO TRACT
VOLUME 1938, PAGE 929, D.R.C.C.T.
ROBERT C. WHISENANT SURVEY, ABSTRACT No. 1012
CITY OF PLANO, COLLIN COUNTY, TEXAS

DATE: 6-25-14 SCALE: 1"=80' PAGE 5 OF 5



Gorrondona & Associates, Inc.
 1701 North Market Street
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 Dallas, Texas 75202
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**City of Plano
Insurance Requirements**

Requirements

Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises /Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract	\$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City requires insurers to be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	\$1,000,000 each accident	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident \$500,000 policy limit by disease, \$100,000 each employee by disease	City to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance.

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.
- The certificate of insurance must state: (1) the City of Plano is named as an Additional Insured with respect to General Liability Coverage and (2) a Waiver of Subrogation in favor of the City of Plano on the Workers' Compensation Policy

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557