



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:		12/8/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between Rowlett Creek Cemetery Association, a Texas nonprofit/cemetery association, and the City of Plano for the purchase of approximately 3.334 acres of land located at Custer Road in Plano, Collin County, Texas, for the Three Cities Trail Connection project; and authorizing the City Manager or his authorized designee to execute such contract 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: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	350,000	0	350,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-275,000	0	-275,000
BALANCE	0	75,000	0	75,000
FUND(S): PARK FEE PROGRAM CIP				
<p>COMMENTS: Funds are available in the 2014-15 Park Fee Program CIP. This item, in the amount of \$275,000, will leave a current year balance of \$75,000 available for further land acquisitions or expenditures related to the Three Cities Trail Connection project.</p> <p>STRATEGIC PLAN GOAL: Acquiring land to further develop Plano's trail system relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>Approval of an expenditure of \$275,000 for the purchase of approximately 3.334 acres of land on Rowlett Creek located at Custer Road in Plano, Texas. The property is being acquired as a critical link in the regional Rowlett Creek greenbelt corridor as identified in the Six Cities Trail Plan. This acquisition will facilitate future development of a trail planned to go through Frisco, Plano and Allen.</p>				
<p>Project Location Map: http://goo.gl/rFZgdH</p>				

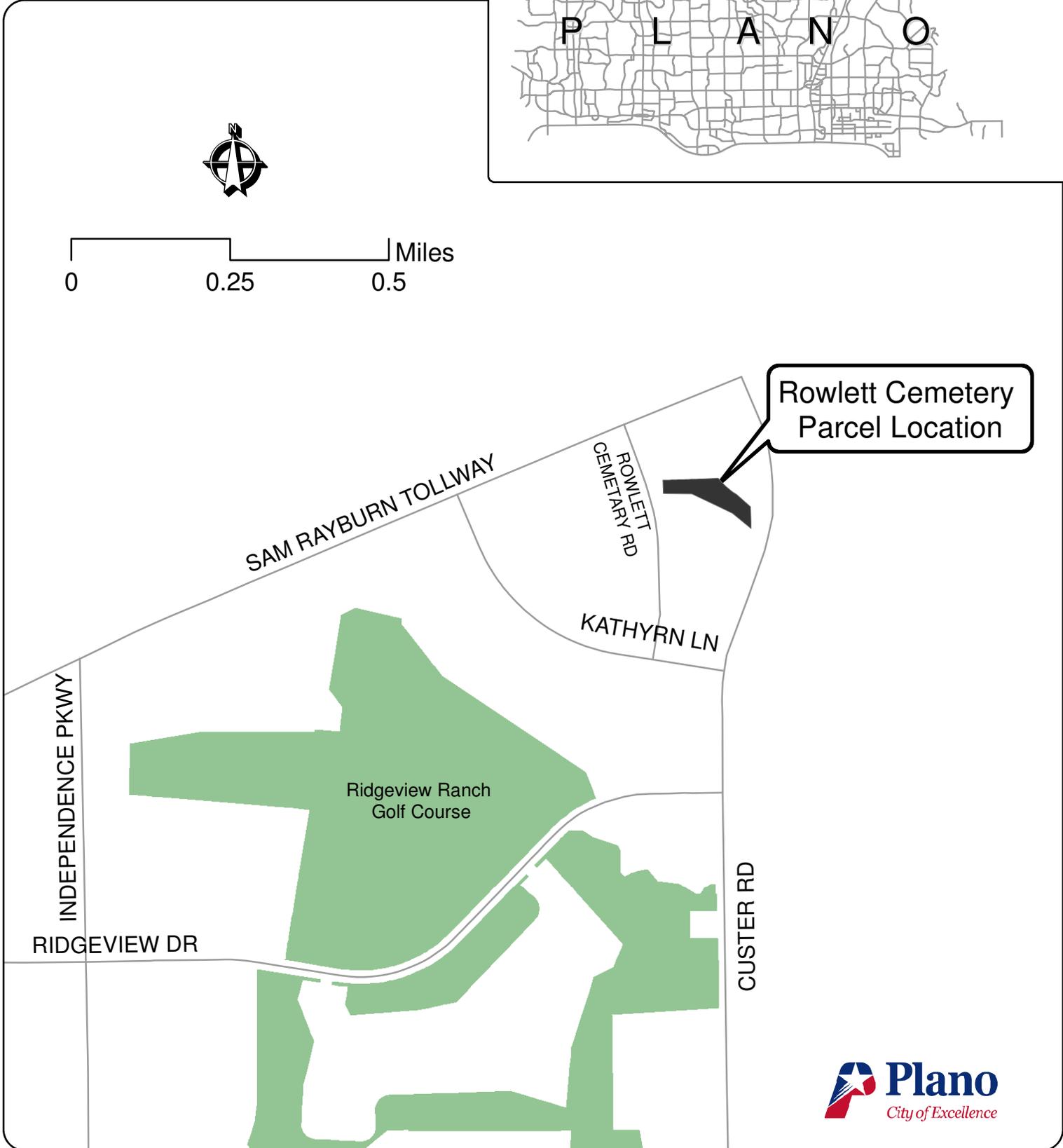
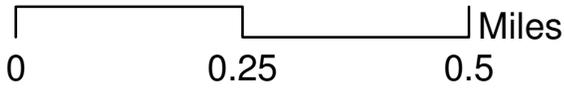
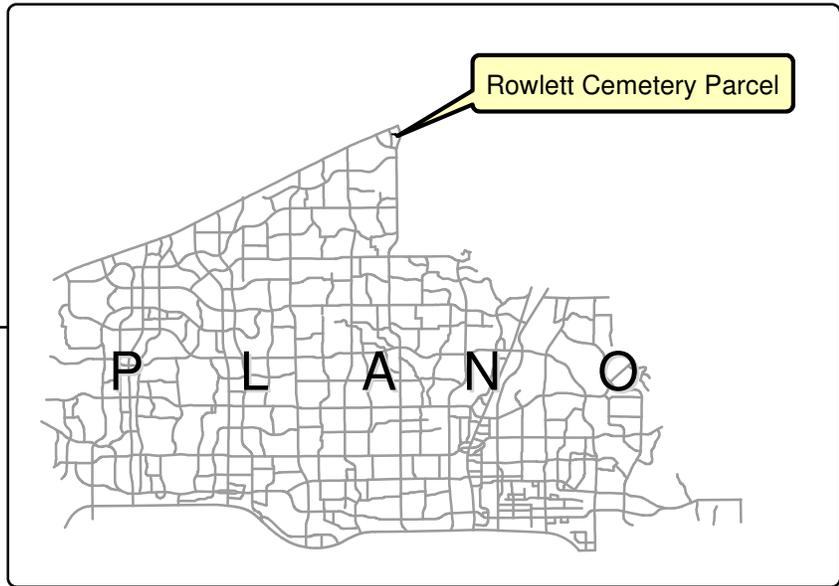


CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents: Location Map Letter of Agreement Resolution	Other Departments, Boards, Commissions or Agencies

Location Map

Six Cities Trail Connection- Rowlett Cemetery Parcel





City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

LETTER AGREEMENT

February 11, 2014

Rowlett Creek Cemetery Association
15764 Custer Trail
Frisco, Texas 75035

Re: City constructing fence between cemetery and trail project and trail lighting

Dear Members:

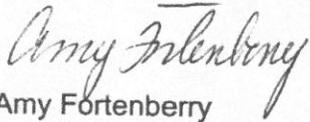
This letter agreement sets-out the agreement between Rowlett Creek Cemetery Association ("RCCA") and the City of Plano ("City") (the "Parties") regarding a fence between RCCA and the City's future trail.

The Parties agree as follows:

1. The City has agreed to purchase property from RCCA for part of its trail extension by separate agreement;
2. RCCA has requested that the City construct a fence to deter pedestrians from entering the cemetery from the pedestrian trail and to provide lighting along the trail;
3. City staff recommends erection of a six foot tall wrought iron style fence with a concrete mow strip base;
4. City staff recommends installation of trail lighting; height, material, number, and placement to be determined by the City;
5. The City will construct the pedestrian trail, with completion anticipated to be towards the end of February 2015, with fence and lighting included as a part of the construction project.

If you agree with the terms and conditions of this Letter Agreement, please execute a copy of the letter and return it to us.

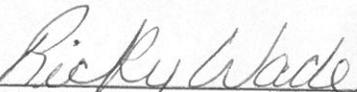
Sincerely,



Amy Fortenberry
Director

APPROVED AND ACCEPTED:

Rowlett Creek Cemetery Association

By: 
Ricky Wade
PRESIDENT

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between Rowlett Creek Cemetery Association, a Texas nonprofit/cemetery association, and the City of Plano for the purchase of approximately 3.334 acres of land located at Custer Road in Plano, Collin County, Texas, for the Three Cities Trail Connection project; and authorizing the City Manager or his authorized designee to execute such contract and providing an effective date.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between the City of Plano and Rowlett Creek Cemetery Association, a Texas nonprofit/cemetery association, for the purchase of property located at Custer Road in Plano, Collin County, Texas a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Real Estate Contract”); and

WHEREAS, upon full review and consideration of the Real Estate 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, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Real Estate Contract, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Real Estate Contract and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set for in the Real Estate Contract.

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

DULY PASSED AND APPROVED this the 8th day of December, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

REAL ESTATE CONTRACT

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

THIS CONTRACT OF SALE is made by and between ROWLETT CREEK CEMETERY ASSOCIATION, a Texas nonprofit/cemetery corporation (hereinafter referred to as "Seller") and THE CITY OF PLANO, TEXAS, a Texas home-rule municipality (hereinafter referred to as "Purchaser") upon the terms and conditions set forth herein.

WHEREAS, Seller is the owner of a tract of land, containing approximately 3.334 acres of land described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Seller and Purchaser have agreed upon the terms and conditions under which Seller will sell the Property to Purchaser, and Purchaser will acquire the same from seller.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Purchase and Sale. Seller hereby sells and agrees to convey to Purchaser the Property in fee simple, and the Purchaser hereby purchases and agrees to pay for the Property, together with all and singular the rights and appurtenances pertaining thereto, including mineral rights.

2. Purchase Price. At the Closing hereinafter provided for, Purchaser shall pay to Seller the sum of two hundred seventy-five thousand and no/100 dollars (\$275,000).

3. Survey and Environmental Matters. Purchaser, at purchaser's sole expense, has caused a Field Survey of the entire (approximately) 3.334 acre tract of land to be prepared by Halff Associates, Inc. Such survey has:

- a. established the boundaries of and provided a metes and bounds description of the Property (approximately 3.334 acres as detailed in Exhibit "A") to be purchased.
- c. located and identified by Volume and Page all easements, roads, rights-of-way, and special features, and showed any encroachments upon the property to be purchased.
- d. contained the surveyor's certification as to the number of acres (if any) contained inside and outside the 100-year Floodplain for the property to be purchased.
- e. Purchaser is aware that the presence of wetlands, floodplain, or the presence of a threatened or endangered species or its habitat, or any environmental hazards that may become known, may affect Purchaser's intended use of the Property.

The Seller represents that it is not aware of any adverse environmental conditions on the Property, including but not limited to the presence of hazardous materials, pollutants or contaminants, petroleum (or any fraction thereof), or any other substances regulated by or subject to guidance from governmental entities because of

their effect or potential effect on public health and the environment, including without limitation: PCBs, lead paint, asbestos, urea formaldehyde, MTBE, or remediation of any of the same by any private or governmental entity. Seller further represents that it has provided Buyer with all environmental surveys (if any) in its care, custody, or control prior to execution of this Contract.

4. Good and Marketable Title. At Closing, Seller shall convey to Purchaser by Special Warranty Deed good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions except for the following:

- a. General real estate taxes for the year of Closing and subsequent years not yet due and payable;
- b. Public roads, streets and alleys, if any; and
- c. Such utility easements or other conditions as will in the opinion of Purchaser not adversely affect construction of improvements on the Property.

5. Title Commitment. Purchaser shall, at its sole expense, acquire a current title commitment for an Owner's Title Insurance Policy issued through Republic Title Company setting forth the state of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy if issued. In the event any exceptions appear in such commitment, other than the standard printed exceptions (which shall be modified in the Owner's Title Policy as specified in Paragraph 6 hereof), that are unacceptable to Purchaser, then Purchaser shall, within ten (15) days after receipt thereof, notify Seller in writing of such fact. Seller may then promptly undertake to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within ten (15) days thereafter, or chooses not to do so, Purchaser may terminate this Contract by notice in writing to Seller, or may accept such title as Seller can deliver.

6. Owner's Title Policy. Purchaser shall acquire, at Purchaser's sole expense, the usual form of Texas Owner's Title Policy, issued by Republic Title Company in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed in Paragraph 4 hereof, and such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy provided however:

- a. The boundary and survey exceptions may be deleted at Purchaser's expense;
- b. The exception as to restrictive covenants shall be endorsed "None of Record"; and
- c. The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable" if they be, in fact, not yet due and payable.

7. Closing. The Closing shall be held in the office of Republic Title Company, on or before one hundred and twenty (120) days from the date of this

Contract, or at such other time, date and place as Seller and Purchaser may, in writing, agree upon (which date is herein referred to as the "Closing Date"). At the Closing:

- a. Seller shall deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying the Property to Purchaser as provided in Paragraph 4 hereof; which Deed shall be in a form reasonably acceptable to Purchaser's counsel.
- b. Purchaser shall pay to Seller in cash the Purchase Price, determined in accordance with the foregoing provisions of this Contract.
- c. General real estate taxes, if any, for the year 2014 relating to the Property shall be prorated to the date of closing. All special taxes or assessments to the Closing Date, and all delinquent taxes of any nature on the Property, including penalty and interest, shall be paid by Seller. All other taxes and all Closing Costs not mentioned specifically herein, including, without limitation, recording and escrow fees, if any, shall be assessed to both parties equally.
- d. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments), for periods prior to closing, the Assessments will be the obligation of Purchaser.

8. Real Estate Commission. Seller and Purchaser acknowledge to each other that no real estate commissions have been occasioned by the execution and/or consummation of this Contract by either party's actions.

9. Purchaser's Right to Enter Purchased Tract.. Purchaser and its employees and agents shall have the right and permission from the date hereof to enter upon the Property or any part thereof at all reasonable times after notifying the Seller or Lessee and from time to time for the purpose of making such reasonable inspections (including without limitation environmental investigations) as Purchaser may deem necessary.

10. Miscellaneous.

- a. This Contract embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties;
- b. Time is of the essence of this Contract;
- c. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or Purchaser, as the case may be, at the address set forth below:

Seller:
15764 Custer Trail
Frisco, TX 75035

Buyer:
City of Plano, Parks and Recreation
Amy Fortenberry, Director
1409 K Avenue

Plano, Texas 75074

- d. All the terms and conditions of this Contract are hereby made binding on the executors, heirs, administrators, successors and assigns of all of the parties hereto;
- e. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise;
- f. The captions used in connection with paragraphs of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language of this Contract; and
- g. This Contract shall not be considered fully executed or binding on Purchaser until the same shall be executed by Seller and the City Manager of the City of Plano and approved and accepted by the City Council of the City of Plano by Resolution in open meeting as required by law. After such approval and acceptance, Purchaser shall deliver to Seller a certified copy of the Resolution as evidence of the authority of the signatories hereto to bind Purchaser on this Contract and to perform same in accordance with its terms.

11. Assignment of Contract. This Contract may not be assigned by Purchaser.

12. Termination and Remedies. In the event that any of the Seller's representations or warranties contained herein are untrue on the Closing Date, or Seller shall have failed on the Closing Date to have performed the covenants and agreements contained herein which are to be performed by Seller on or before the Closing Date, Purchaser may terminate this Contract by giving written notice of termination to Seller on or before the Closing Date. If this Contract is terminated by Purchaser pursuant to the express provisions hereof pursuant to the mutual agreement of the parties hereto, Seller and Purchaser shall have no further obligation or liabilities to the other hereunder. If Seller defaults in performing its obligations hereunder for any reason, other than Purchaser's default, Purchaser may terminate this Contract. If Purchaser shall fail to consummate the Contract for any reason, other than Seller's default or the termination of this Contract pursuant to the provisions hereof, Seller may terminate this Contract.

13. Survival of Closing. Purchaser and Seller agree that the provisions of any paragraph of this Contract, the terms of which are not satisfied completely at the Closing, shall survive the Closing of this Real Estate Contract.

DATED AS OF THIS 4th DAY OF November, 2014.

Seller:

**ROWLETT CREEK CEMETERY
ASSOCIATION**

By:

Ricky Wade
Ricky Wade

PRESIDENT
15764 Custer Trail
Frisco, TX 75035

Purchaser:

CITY OF PLANO, TEXAS

By:

Bruce D. Glasscock
CITY MANAGER
P.O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Deason §

This instrument was acknowledged before me on the 4 day of November, 2014 by **RICKY WADE**, President of the **ROWLETT CREEK CEMETERY ASSOCIATION**, a nonprofit/cemetery corporation, on behalf of said entity.



Carrol Crites

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"
PARCEL TAKE
ROWLETT CREEK CEMETERY ASSOCIATION

BEING a 145,244 square foot tract of land situated in the George White Survey, Abstract No. 992 in the City of Plano, Collin County, Texas and being a part of that certain tract of land described in Deed to Rowlett Creek Cemetery Association, as recorded in Volume 584, Page 392 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING from the southwest corner of Lot 4, Block A, of Custer Creek Center Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Book Q, Page 14 in the Official Public Records of Collin County, Texas (O.P.R.C.C.T.)

THENCE North 87 degrees 37 minutes 57 seconds East, along the south line of said Lot 4, a distance of 104.91 feet to a 1/2-inch set iron rod with yellow plastic cap plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for the POINT OF BEGINNING, said point also being the northwest corner of said Rowlett Creek Cemetery Association tract;

THENCE North 87 degrees 37 minutes 57 seconds East, along the common line between the north line of said Rowlett Creek Cemetery Association tract and the south line of said Lot 4, passing at a distance of 315.12 feet a point for the common southeast corner of said Lot 4 and southwest corner of Lot 5, Block A, of Lots 3 and 5, Block A of Custer Creek Center Addition, an addition to the City of Plano, Collin County, Texas O.P.R.C.C.T., as recorded in Book 2009, Page 441 O.P.R.C.C.T., along the common line between the south line of said Lot 5 and the north line of said Rowlett Creek Cemetery Association tract, continuing in all, a total distance of 470.47 feet to a point for corner;

THENCE North 00 degrees 55 minutes 49 seconds West, continuing along said common line, a distance of 7.36 feet to a point for the common corner between a southeasterly corner of said Lot 5, Block A, and the most southerly northwest corner of that certain tract of land described in Warranty Deed to MC Custer 121, L.P., as recorded in County Clerk's Document No. 20080616000729040 O.P.R.C.C.T.;

THENCE South 41 degrees 38 minutes 54 seconds East, along the common line between the north line of said Rowlett Creek Cemetery Association tract and the south line of said MC Custer 121, L.P. tract, a distance of 117.07 feet to a point for corner;

THENCE South 49 degrees 40 minutes 54 seconds East, continuing along said common line, a distance of 247.69 feet to a point for the common corner between the northeast corner of said Rowlett Creek Cemetery Association tract and the northwest corner of Lot 1, Block A of Final Plat, Dance Studio on North Custer Addition, an addition to the City of Plano, Collin County, Texas, as recorded in Book 2007, Page 432 (O.P.R.C.C.T.);

THENCE South 00 degrees 41 minutes 26 seconds East, along the common line between the east line of said Rowlett Creek Cemetery Association tract and the west line of said Lot 1, Block A, a distance of 163.69 feet to a 1/2-inch set iron rod with cap for corner;

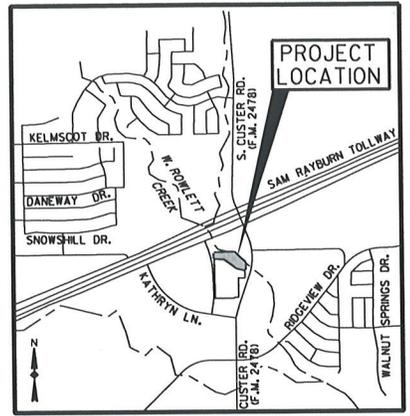
THENCE North 77 degrees 28 minutes 08 seconds West, over and across said Rowlett Creek Cemetery Association tract, a distance of 200.56 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 54 degrees 14 minutes 25 seconds West, continuing over and across said Rowlett Creek Cemetery Association tract, a distance of 375.54 feet to a 1/2-inch set iron rod with cap for corner;

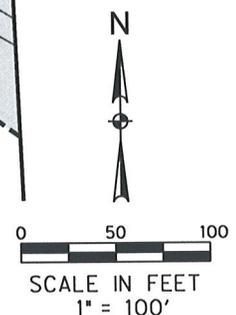
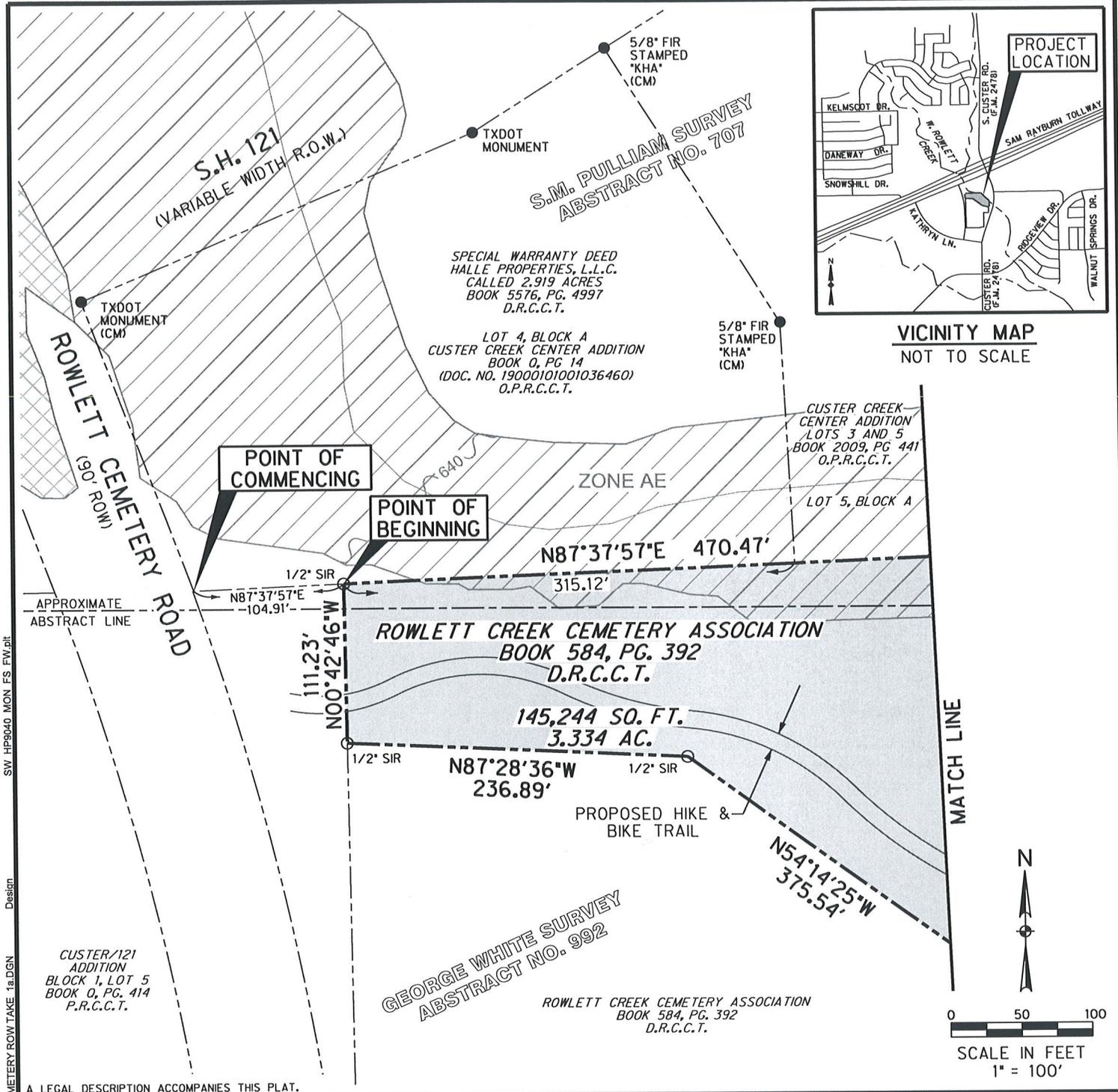
THENCE North 87 degrees 28 minutes 36 seconds West, continuing over and across said Rowlett Creek Cemetery Association tract, a distance of 236.89 feet to a 1/2-inch set iron rod with cap for corner being on the west line of said Rowlett Creek Cemetery Association tract;

THENCE North 00 degrees 42 minutes 46 seconds West, along the west line of said Rowlett Creek Cemetery Association tract, a distance of 111.23 feet to the POINT OF BEGINNING AND CONTAINING 145,244 square feet or 3.334 acres of land, more or less.

A plat accompanies this legal description.



VICINITY MAP
NOT TO SCALE



8/28/2014 9:58:36 AM 8/402 HALFF I:\29000s\29409\CADD\Sheets\EXH-RCCEMETERY ROW TAKE 1a.DGN Desim SW HP9640 MON FS FW.plt

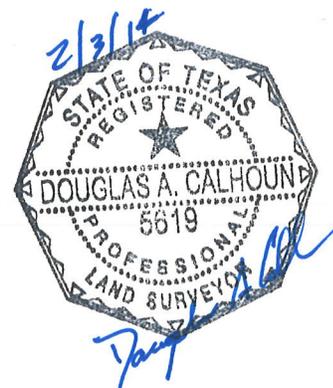
A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "A"
PARCEL TAKE
ROWLETT CREEK
CEMETERY ASSOCIATION

OUT OF THE
S.M. PULLIAM SURVEY, ABSTRACT NO. 707
CITY OF PLANO
COLLIN COUNTY, TEXAS

- LEGEND**
- PROPOSED PARCEL AREA
 - EXISTING EASEMENT LINE
 - EXISTING PROPERTY LINE
 - (CM) CONTROL MONUMENT
 - FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
 - 1/2" SIR ○ 1/2" SET IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC., INC."
 - PFC △ POINT FOR A CORNER

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), OBSERVED BY GPS USING CITY OF FRISCO MONUMENTS 3, 12, 15, 19 AND 31 ON MARCH 28, 2013 BROUGHT TO SURFACE USING SCALE FACTOR OF 1.000158178.



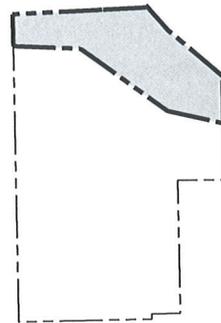
HALFF
TBPLS FIRM NO. 10029605
4000 FOSSIL CREEK BLVD
FORT WORTH, TEXAS 76137-2797
TEL (817) 847-1422
FAX (817) 232-9784

THREE CITIES HIKE AND BIKE TRAIL		
FILE: EXH-RCCEMETERY ROW TAKE_1a.DGN		
DATE: JULY 2013	AVO: 29409	PAGE 3 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

S.M. PULLIAM SURVEY
ABSTRACT NO. 707

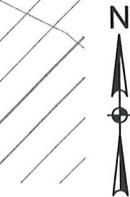
SHADRICK JACKSON
SURVEY
ABSTRACT NO. 489



PARENT TRACT

CUSTER ROAD
(F.M. 2478)
(VARIABLE WIDTH R.O.W.)

ZONE AE



0 50 100
SCALE IN FEET
1" = 100'

LOT 5, BLOCK A

LOT 3, BLOCK A

5/8" FIR
STAMPED
"TASCOMM
CONCRETE"

CUSTER CREEK CENTER ADDITION
LOTS 3 AND 5
BOOK 2009, PG 441
P.R.C.C.T.

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN
SWC 121/CUSTER PROPERTIES, LLC
CALLED 0.9803 ACRES
DOC. NO. 20091217001509870
O.P.R.C.C.T.

CALLLED TO BE
JIM MARION
REMAINDER OF 80 ACRES
BOOK 494, PG 252
D.R.C.C.T.
UNABLE TO ACCESS ONLINE

WARRANTY DEED
MC CUSTER 121, L. P.
DOC. NO. 20080616000729040
O.P.R.C.C.T.

5/8" FIR
STAMPED
"KHA"

1/2" FIR
STAMPED
"D&D 4369"

N00°55'49"W
7.36'

N87°37'57"E
470.47'

MATCH LINE

APPROXIMATE
ABSTRACT LINE

S41°38'54"E
117.07'

S49°40'54"E
247.69'

S00°41'26"E
163.69'

ROWLETT CREEK
CEMETERY ASSOCIATION
BOOK 584, PG. 392
D.R.C.C.T.

145,244 SQ. FT.
3.334 AC.

PROPOSED HIKE &
BIKE TRAIL

N54°14'25"W
375.54'

1/2" SIR

N77°28'08"W
200.56'

1/2" SIR

FINAL PLAT-LOT 1-BLOCK A-DANCE
STUDIO ON NORTH CUSTER ADDITION
BOOK 2007, PG. 432
P.R.C.C.T.

ROWLETT CREEK CEMETERY ASSOCIATION
BOOK 584, PG. 392
D.R.C.C.T.

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "A"

PARCEL TAKE
ROWLETT CREEK
CEMETERY ASSOCIATION

OUT OF THE

S.M. PULLIAM SURVEY, ABSTRACT NO. 707

CITY OF PLANO
COLLIN COUNTY, TEXAS

LEGEND

- PROPOSED PARCEL AREA
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- (CM) CONTROL MONUMENT
- FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SIR ○ 1/2" SET IRON ROD WITH YELLOW CAP STAMPED "HALFF ASSOC., INC."
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I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



HALFF
TBPLS FIRM NO. 10029605

4000 FOSSIL CREEK BLVD
FORT WORTH, TEXAS 76137-2797
TEL (817) 847-1422
FAX (817) 232-9784

THREE CITIES HIKE AND BIKE TRAIL

FILE: EXH-RCCEMETERY ROW TAKE_1b.DGN

DATE: JULY 2013

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PAGE 4 of 4