

**A Resolution of the City of Plano, Texas, authorizing the sale of a Temporary Construction Easement for a water transmission pipeline along Shiloh Road to the North Texas Municipal Water District; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.**

**WHEREAS**, the City of Plano (“City”) owns a tract of land described in Exhibit “A” to the Regional Water System Temporary Construction Easement, which is attached to this Resolution as Exhibit “1” (the “Property”); and

**WHEREAS**, the City proposes to sell, for fair-market value, an Easement for a water transmission pipeline to provide additional treated water capacity to Member Cities and Customers along Shiloh Road from Renner Road to the Plano No. 2 Delivery Point located on 14<sup>th</sup> Street, to the North Texas Municipal Water District; and

**WHEREAS**, the District wishes to buy, for fair-market value, the above-described Easement from the City; and

**WHEREAS**, Texas Local Government Code Section 272.001(b)(5) provides that the notice and bidding requirements do not apply to this type of conveyance.

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

**Section I.** The City Council hereby determines that the appraised value of \$3,466.00 is the fair-market value of the Easement.

**Section II.** The City Manager or his designee is hereby authorized and directed to execute on behalf of the City any and all documents necessary for the conveyance of the Property, including an Easement for a water transmission pipeline, a copy of said Easement being attached hereto as Exhibit “1” and incorporated herein for all purposes.

**Section III.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code as amended.

**Section IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 8<sup>th</sup> day of October, 2018.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

**REGIONAL WATER SYSTEM  
TEMPORARY CONSTRUCTION EASEMENT  
RENNER TO PLANO DELIVERY POINT NO. 2 PIPELINE  
PROJECT NO. 101-0462-17**

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

THAT the undersigned, **CITY OF PLANO**, (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid by the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter called "Grantee") the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the Grantee a Temporary Construction Easement, in and through those certain premises owned by Grantor to construct, operate, reconstruct, maintain, and remove one pipeline during the term of this Temporary Construction Easement, for the transportation of water, with all incidental equipment, and appurtenances under or through the following described lands situated in Collin County, Texas, to-wit:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

The Temporary Construction Easement granted and described herein will terminate and cease upon completion of the construction and testing of the pipeline. Said Temporary Construction Easement is described in Exhibit "A".

Grantee, and Grantee's successors and assigns, shall have the continued and unobstructed right of ingress and egress over the permanent easement granted for the installation, operation, inspection, and maintenance of Grantee's facilities.

Grantee, and Grantee's successors and assigns, agrees to bury said pipeline to a depth of at least 48" from the top of the pipeline to existing ground surface. Grantee will, insofar as practicable, restore the ground disturbed by the laying, constructing, repairing, maintaining, replacing or removing of said pipeline, and will take such steps as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee will separate the topsoil during construction by double-ditching and will restore said topsoil within the easement. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all improvements, including fences, driveways, bridges, drainage channels, and other improvements damaged through the use of said easement to substantially the same condition as they were prior to the construction of the pipeline. Grantee agrees to re-seed the easement areas after construction of said pipeline.

Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the installation and operation of said pipeline and to remove possible hazards thereto, and the right to remove or prevent the construction of any and all improvements,

buildings, reservoirs or other obstructions on said permanent easement, except as are specifically allowed under the terms hereof. Grantor shall not construct or permit to be constructed, any house, building, reservoir, or other prohibited improvement on or within the permanent easement or remove soil which would impair the lateral support for Grantee's pipeline or leave it with insufficient cover for the safe operation of said pipeline. However, Grantor retains the right, to cross the permanent easement area with fences, streets, roads, and utilities ("facilities") at angles not less than 45 degrees provided that said facilities do not endanger or interfere with Grantee's pipeline and provided that Grantee is provided with a copy of the construction plans and drawings not less than 30 days before the beginning of construction of said facilities. Grantor shall not grant any other easements within the permanent easement which would (1) endanger or interfere with the safe and efficient operation of Grantee's pipeline, or (2) cross Grantee's easement at less than a 45 degree angle. Grantee may not fence or enclose the easement but may install gates in any fence along or crossing the easement for access.

If Grantee should abandon the rights granted herein for said pipeline and appurtenances constructed upon said land and, if such abandonment should continue for a continuous period of as long as thirty-six (36) months, all rights of Grantee herein shall terminate and revert to Grantor, their heirs, legal representatives, successors and assigns. Grantee shall have the right for one year following any termination of this easement to remove its pipe, valves and all other property. Following the expiration of such period, any such property remaining on said land shall be and become the property of Grantor.

Grantee shall have the right to assign the easement in whole or in part to one or more assignees. Grantee, shall indemnify, defend, assume all liability for, and hold harmless the Grantor, its successors and assigns, from all actions, claims, suits, penalties, obligations, liabilities, and/or injuries and/or death to persons that may be caused by Grantee's activities pursuant to this Easement, or arising out of or in connection with such activities. Nothing in this indemnity provision shall be read to extend indemnification to Grantor for Grantor's own negligence, gross negligence, or intentional tortuous acts in the performance of this Easement.

The above described easements and rights shall inure unto the said Grantee, and Grantee's successors and assigns, and the covenants and agreements contained herein shall constitute covenants running with the land, binding upon Grantor, its legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

By executing this Easement, the undersigned represents that they are duly authorized to execute this document; that Grantor is the owner of fee simple title to the property across which the easement is being granted; that the property is held by Grantor free and clear of any liens or encumbrances and that Grantor is the sole party entitled to receive the consideration being paid for the easement.

**TO HAVE AND TO HOLD** unto the said **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, the above described easement and right-of-way, and I do hereby bind myself, any heirs, executors, and administrators to warrant and forever defend all and singular the said premises to the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof herein.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**ACKNOWLEDGMENT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF COLLIN       §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ & \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

# EXHIBIT "A"

TEXAS UTILITIES COMPANY  
CALLED 1.6532 ACRES  
VOL. 3409, PG. 17, D.R.C.C.T.

**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY  
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140  
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548  
TEXAS FIRM REGISTRATION NO. 10042504  
WWW.TOPOGRAPHIC.COM



1/2" CIRCF HALFF ASSOC.

L9

L8

L1

1/2" CIRCF HALFF ASSOC.

SCALE: 1" = 100'  
0 100' 200'

CITY OF PLANO  
LOT 8, BLOCK 1  
PLANO TECH CENTER  
VOLUME N, PAGE 578  
P.R.C.C.T.

**POB VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT**  
N:7055880.19  
E:2530880.65

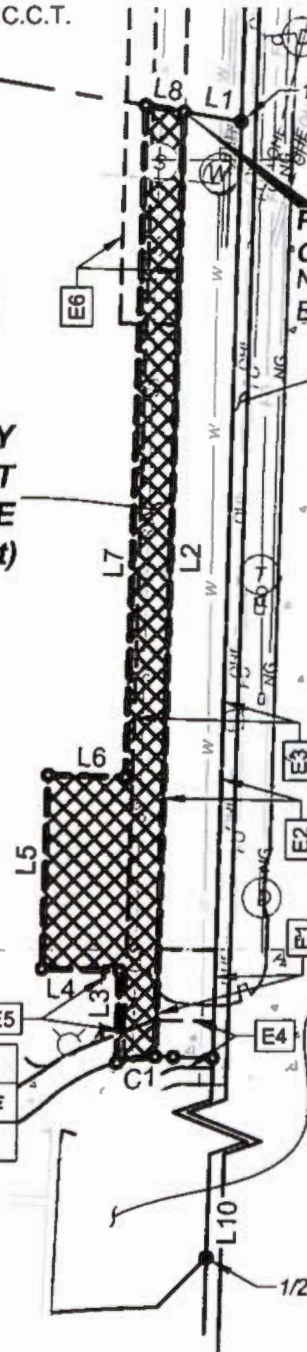
TEXAS POWER & LIGHT COMPANY  
CALLED 2.879 ACRES  
VOL. 874, PG. 566, D.R.C.C.T.

**VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT**  
**0.318 OF AN ACRE**  
**(13836 Square Feet)**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S80° 12' 22"E	30.16
L2	S01° 29' 23"W	488.94
L3	N01° 29' 23"E	47.64
L4	N88° 30' 37"W	40.00
L5	N01° 29' 23"E	100.00
L6	S88° 30' 37"E	40.00
L7	N01° 29' 23"E	347.82
L8	S80° 12' 22"E	20.21
L9	N80° 12' 22"W	460.17
L10	S01° 29' 40"W	349.32

**D. YEAMANS SURVEY  
ABSTRACT NO. 1043**

APPROXIMATE  
ABSTRACT LINE



**SHILOH ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

LOT 3, BLOCK 1  
PLANO TECH CENTER  
VOLUME N, PAGE 578  
P.R.C.C.T.

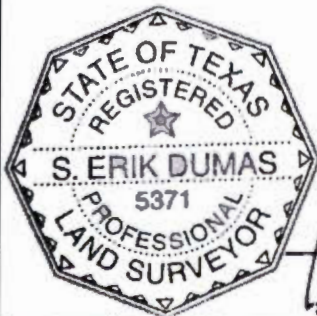
**JAMES T. McCULLOUGH SURVEY  
ABSTRACT NO. 633**

1/2" CIRCF HALFF ASSOC.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.37	88.00	13°15'35"	S81°18'19"W	20.32

## LEGEND

- NATURAL GAS LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- OVERHEAD ELECTRIC LINE
- WATER LINE
- IRON ROD FOUND
- CALCULATED POINT
- ⊕ FIRE HYDRANT
- ⊗ WATER METER
- ⊗ WATER VALVE
- ⊗ WATER MANHOLE
- ⊗ UNKNOWN MANHOLE
- ⊗ STORM DRAIN MANHOLE
- ⊗ SANITARY SEWER MANHOLE
- ⊗ TELEPHONE MANHOLE
- ⊗ ELECTRIC METER



*S. Erik Dumas*

S. ERIK DUMAS, R.P.L.S. No. 5371

SURVEYED ON THE GROUND: MAY 26, 2017

**VARIABLE WIDTH  
TEMPORARY  
CONSTRUCTION  
EASEMENT**

### REVISION:

INT	DATE

### NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAY AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJONER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. POB = PLACE OF BEGINNING
6. O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
7. D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TEXAS
8. M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
9. SEE ATTACHED SHEET 2 OF 3 FOR TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.

DATE: 3/29/2018

FILE: APN\_NTMWD\_30' UTILITY EASEMENT 12

DRAWN BY: FCN

SHEET: 1 OF 3

# EXHIBIT "A"

## NORTH TEXAS MUNICIPAL WATER DISTRICT PLANO EASTSIDE PIPELINE PROJECT CITY OF PLANO, COLLIN COUNTY, TEXAS

### VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

BEING A 0.318 OF AN ACRE TRACT OF LAND SITUATED IN THE JAMES T. McCULLOUGH SURVEY, ABSTRACT NO. 633 AND THE D. YEAMANS SURVEY, ABSTRACT NUMBER 1043, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 8, BLOCK 1 OF PLANO TECH CENTER, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME N, PAGE 578 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 8 AND ON THE SOUTH LINE OF A CALLED 1.6532 ACRE TRACT DESCRIBED IN DEED TO TEXAS UTILITIES COMPANY, AS RECORDED IN VOLUME 3409, PAGE 17 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS AND ON THE WEST LINE OF 30' TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT, AS RECORDED IN VOLUME 745, PAGE 676 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "HALFF ASSOC." FOUND AT THE NORTHEAST CORNER OF SAID LOT 8 AND AT THE SOUTHEAST CORNER OF SAID 1.6532 ACRE TRACT BEARS SOUTH 80 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 30.16 FEET;

THENCE SOUTH 01 DEGREES 29 MINUTES 23 SECONDS WEST, DEPARTING SAID NORTH LINE OF LOT 8 AND SAID SOUTH LINE OF 1.6532 ACRE TRACT, CROSSING SAID LOT 8, WITH SAID WEST LINE OF WATER LINE EASEMENT AND WITH THE WEST LINE OF 30' NORTH TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT, AS RECORDED IN VOLUME 745, PAGE 681 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, A DISTANCE OF 488.94 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8 AND ON THE NORTH LINE OF LOT 3 OF SAID BLOCK 1 AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 88.00 FEET;

THENCE WITH SAID SOUTH LINE OF LOT 8 AND SAID NORTH LINE OF LOT 3 AND WITH SAID CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 18 MINUTES 19 SECONDS WEST, 20.32 FEET, AN ARC LENGTH OF 20.37 FEET TO A POINT;

THENCE DEPARTING SAID SOUTH LINE OF LOT 8 AND SAID NORTH LINE OF LOT 3, CROSSING SAID LOT 8 THE FOLLOWING:

NORTH 01 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 47.64 FEET TO A POINT;


NORTH 88 DEGREES 30 MINUTES 37 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT;


NORTH 01 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT;

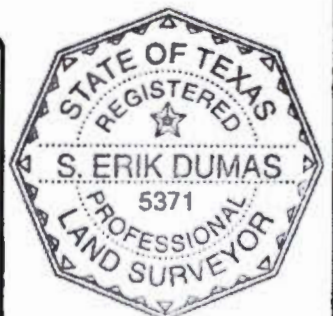
SOUTH 88 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT;

NORTH 01 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 347.82 FEET TO A POINT ON SAID NORTH LINE OF LOT 8 AND ON SAID SOUTH LINE OF 1.6532 ACRE TRACT;

THENCE SOUTH 80 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 20.21 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.318 OF AN ACRE TRACT OF LAND.


  
S. ERIK DUMAS, R.P.L.S. No. 5371  
SURVEYED ON THE GROUND: MAY 26, 2017

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT	REVISION:		NOTES: 1. ORIGINAL DOCUMENT SIZE: 11" X 8.5" 2. ALL BEARINGS, DISTANCES, ACREAGES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983. 3. SEE ATTACHED EXHIBIT "A" SHEET 1 OF 3 FOR PLAT MAP
	INT	DATE	
DATE: 3/29/2018			 <p><b>TOPOGRAPHIC</b> LOYALTY INNOVATION LEGACY 1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140 TELEPHONE: (817) 744-7512 • FAX: (817) 744-7548 TEXAS FIRM REGISTRATION NO. 10042504 WWW.TOPOGRAPHIC.COM</p>
FILE: APAL_NTMWD_30 UTILITY EASEMENT 12			
DRAWN BY: FCN			
SHEET: 2 OF 3			




**EXHIBIT "A"**  
**EXISTING EASEMENT TABLE**

EASEMENT NO.	EASEMENT TYPE	RECORDING INFORMATION
E1	30' NORTH TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT TRACT B	VOLUME 745, PAGE 681; DRCCT
E2	30' NORTH TEXAS MUNICIPAL WATER DISTRICT WATER LINE EASEMENT	VOLUME 745, PAGE 676; DRCCT
E3	TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT	VOLUME 868, PAGE 245; DRCCT
E4	24' UTILITY, ACCESS & FIRE LANE EASEMENT	VOLUME N, PAGE 578; PRCCT
E5	10' WATER EASEMENT	VOLUME N, PAGE 578; PRCCT
E6	30' SANITARY SEWER EASEMENT TRACT NO. 2 CITY OF PLANO	VOLUME 578, PAGE 381; DRCCT

  
 S. ERIK DUMAS, R.P.L.S. No. 5371  
 SURVEYED ON THE GROUND: MAY 26, 2017



<b>VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT</b>	REVISION:		<b>NOTES:</b> 1. ORIGINAL DOCUMENT SIZE: 11" X 8.5" 2. ALL BEARINGS, DISTANCES, ACREAGES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983. 3. SEE ATTACHED EXHIBIT "A" SHEETS 1 OF 3 FOR PLAT MAP  <div style="text-align: center;">  <b>TOPOGRAPHIC</b>              LOYALTY INNOVATION LEGACY              1400 EVERMAN PARKWAY, Ste. 107 - FT. WORTH, TEXAS 76140              TELEPHONE: (817) 744-7512 • FAX (817) 744-7548              TEXAS FIRM REGISTRATION NO. 10042504              WWW.TOPOGRAPHIC.COM           </div>
	INT	DATE	
DATE:	3/29/2018		
FILE:	APAI_NTMWD_30' UTILITY EASEMENT 12		
DRAWN BY:	FCN		
SHEET:	3 OF 3		