



Sachse, Texas

Sachse City Hall
3815 Sachse Road
Building B
Sachse, Texas 75048

Meeting Agenda

City Council

Monday, April 2, 2012

7:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Regular Meeting on Monday, April 2, 2012, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. CONSENT AGENDA.

1.a ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

[12-0785](#) Consider approval of the minutes of the March 19, 2012, regular meeting.

*Executive Summary
Minutes from the last meeting.*

Attachments: [Min.3.19.12.pdf](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.

[12-0776](#) Proclamation recognizing April 9 - 12, 2012 as National Library Week for the Sachse Public Library.

*Executive Summary
Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity*

of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Attachments: [Proc. Library Week.pdf](#)

12-0790 Proclamation recognizing Arbor Day in the City of Sachse.

Executive Summary

The Arbor Day event is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Forester and the USDA Forest Service. Arbor Day is day that is recognized nationally and is usually in the early part of April but some communities celebrate it in the Fall or later in the Spring.

Attachments: [Proc. Arbor Day.pdf](#)

12-0791 Proclamation recognizing Keep America Beautiful's Great American Cleanup for the City of Sachse.

Executive Summary

This Proclamation is a kick off to our April 14, 2012 community event. Hundreds of volunteers show up to assist in cleaning up public parks, right of ways and green space.

Attachments: [Proc. Cleanup week.pdf](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the Microphone and state your name and address for the record. If your remarks pertain to a specific Agenda item, please hold them until that item, at which time the Mayor may solicit your comments.

The City Council is prohibited from discussing any item not on the posted agenda according to the Texas Open Meetings Act.

4. REGULAR AGENDA ITEMS.

12-0783 Consider receiving the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2011.

Executive Summary

Rutledge, Crain & Company, PC, an independent audit firm, has audited the City's Financial Statements for the period ending September 30, 2011 and has issued an unqualified or "clean" opinion. Chris Rutledge, CPA will be present to make

comments and answer questions.

12-0796

Consider the application of James Petre requesting approval of a variance to the Subdivision Ordinance to waive the construction of public improvements for an approximately 0.773-acre property located on the northwest corner of Bailey Road and Vicuna Circle.

Executive Summary

The applicant is requesting a variance from the Subdivision Ordinance to waive the requirement for construction of public improvements, specifically a portion of Vicuna Lane.

Attachments: [M 12-01 7209 Bailey-Aerial.pdf](#)
[M 12-01 7209 Bailey-Zoning.pdf](#)
[Resolution.pdf](#)
[Presentation 7209 Bailey Road-for CC.pdf](#)

12-0784

Consider an Ordinance abandoning all right, title, and interest in portions of Old Miles Road and reserving a general utility, drainage, and access easement in the proposed abandoned portions of Old Miles Road.

Executive Summary

The City is in the process of reconstructing Bunker Hill Road, which includes a new connection from the intersection of Old Miles Road and Bunker Hill Road to Miles Road. The section of Old Miles Road from approximately 550 feet west of Miles Road to the right-of-way of the President George Bush Turnpike has been requested by the property owner along the southerly side of Old Miles Road to be abandoned in exchange for right-of-way the City condemned for the Bunker Hill Road reconstruction project. This item is to consider approving an ordinance which will abandon portions of Old Miles Road while reserving a general utility, drainage, and access easement along the limits of the proposed abandoned sections of Old Miles Road in accordance to a settlement agreement executed by the City and the landowner for the right-of-way acquisition for the Bunker Hill Road reconstruction project. In exchange for the abandonment, The Trull Foundation is dedicating 10' water and sanitary sewer easements parallel to the new section of Bunker Hill Road and is dedicating an access easement providing for enhanced access to adjacent commercial property.

Attachments: [Attachment 2 Trull negotiation resolution](#)
[Trull Exhibit A](#)
[Trull Exhibit B](#)
[Trull Exhibit C](#)
[ATTACHMENT 1 PROJECT MAP](#)
[old miles ROW abandonment Council presentation](#)
[SACHSE Trull Foundation Ordinance Re Vacating Abandoning Property Emi Settlement Agreement Trull](#)

5. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment.

Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement.

Posted: March 30, 2012; 5:00 p.m. Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 12-0785 **Version:** 1 **Name:** Consider approval of the minutes of the March 19, 2012, regular meeting.

Type: Agenda Item **Status:** Agenda Ready

File created: 3/26/2012 **In control:** City Council

On agenda: 4/2/2012 **Final action:**

Title: Consider approval of the minutes of the March 19, 2012, regular meeting.

Executive Summary
Minutes from the last meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min.3.19.12.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the March 19, 2012, regular meeting.

Executive Summary

Minutes from the last meeting.

Background

Minutes from the last meeting on March 19, 2012.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the March 19, 2012, regular meeting, as a consent agenda item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

MARCH 19, 2012

The City Council of the City of Sachse held a Regular Meeting on Monday, March 19, 2012 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Charles W. Smith
Councilman Bill Adams
Councilwoman Pat McMillan
Councilman Jared Patterson
Councilman Todd Ronnau
Councilman Mark Timm

and all were present Except Mayor Pro Tem Smith.

Staff present: City Manager Billy George, Finance Director Jeri Rainey; Community Development Director Marc Kurbansade; Fire Chief Doug Kendrick, Police Chief Dennis Veach, Sachse EDC Director Carlos Vigil, Public Works Director Joe Crase and City Secretary Terry Smith.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Councilman Timm and the pledges were led by Councilman Adams.

1. Consent Agenda:

Councilman Timm requested to remove Consent Agenda Item **12-0763** for discussion: Consider a resolution approving an Interlocal Agreement between Collin County, the City of Sachse, and the City of Wylie concerning the construction of the Woodbridge Parkway improvements from Hensley Lane to State Highway 78.

Councilman Timm moved to approve the Consent Agenda Items: **12-0759** Consider approval of the minutes of the March 5, 2012, regular meeting; **12-0725** Resolution No. 3370 approving the extension of the Bank Depository Service Agreement between the City and American National Bank; **12-0773** Ordinance No. 3371 of the City of Sachse, Texas, amending the code of ordinances by amending Chapter 1 "General Provisions" by adding a new section 1-21 titled "Library" establishing the responsibilities of the Library Manager; providing for the operating policies and procedures for the Sachse Public Library and allowing for the establishment of fees, as a consent agenda item; **12-0774** Resolution No. 3372 approving the Sachse Public Library Circulation Policy as a consent agenda item; and **12-0772** Resolution No. 3373 amending the master fee schedule to include fees for failure to return materials to the Sachse Public Library as a consent agenda item. The motion was seconded by Councilwoman McMillan and passed unanimously.

Following discussion, Councilman Timm moved to table Agenda Item **12-0763**: Consider a resolution approving an Interlocal Agreement between Collin County, the City of Sachse, and the City of Wylie concerning the construction of the Woodbridge Parkway improvements from Hensley Lane to State Highway 78, pending a meeting with Collin County. The motion was seconded by Councilwoman McMillan and passed unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

12-0760 Mayor Felix presented a Proclamation recognizing the Sachse High School Girls Basketball successful season.

Councilman Ronnau stated the baseball opening day games & parade will be Saturday starting at 9:00 a.m. at City Hall.

Councilman Patterson stated he met last week with nine people about bringing a YMCA to Sachse. This will be the start of the movement and allow a private company to build and operate the facility.

Mayor Felix noted the upcoming events: March 31st is the Easter Egg Hunt, April 5 is Easter story time at the Library and April 14th is Arbor Day & the Great American Cleanup.

Mayor Felix presented a plaque of appreciation to Michael Spencer for his role as Interim Community Development Director.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

12-0758 Administer Oath of Office to Diane Model, Library Board Member:

Mayor Felix administered the oath of office Diane Model. No formal Council action was taken.

12-0715 Conduct a public hearing and consider the approval of an ordinance as requested by Benbrook Winchester, L.P. for a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses:

Following staff briefing, Mayor Felix opened the public hearing.

Mike Peterson, Graham Associates, stated he was in attendance to answer any questions.

Councilman Timm moved to close the public hearing. The motion was seconded by Councilman Adams and carried unanimously.

Following discussion, Councilman Timm moved to approve Ordinance No. 3374 as requested by Benbrook Winchester, L.P. for a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses. The motion was seconded by Councilman Ronnau and carried unanimously.

12-0707 Conduct a public hearing and consider approval of an ordinance amending Chapter 11, Zoning, Article 2 by adding a definition for "Drive-Through Establishment" and by amending Schedule 1 Permitted Use chart to add "Drive-Through Establishment" and by amending Retail Sales / Drive-Through in Industrial-1 and Industrial-2 by approval of a Special Use Permit:

Following staff briefing, Mayor Felix opened the public hearing.

No comments were made.

Councilman Timm moved to close the public hearing. The motion was seconded by Councilman Adams and carried unanimously.

Following discussion, Councilman Patterson moved to approve Ordinance No. 3375 amending Chapter 11, Zoning, Article 2 by adding a definition for "Drive-Through Establishment" and by amending Schedule 1 Permitted Use chart to add "Drive-Through Establishment" and by amending Retail Sales / Drive-Through in Industrial-1 and Industrial-2 by approval of a Special Use Permit. The motion was seconded by Councilman Timm and carried unanimously.

12-0710 Conduct a public hearing and consider the approval of an ordinance as requested by Arms of Hope Childrens Home for a Special Use Permit for Used Goods or Products Collection Point (Temporary) such as Goodwill or Salvation Army type collection box on property approximately 1.421 acres, zoned Commercial 2 (C-2) District, located at 7010 State Highway 78:

Following staff briefing, Mayor Felix opened the public hearing.

No comments were made.

Councilman Adams moved to close the public hearing. The motion was seconded by Councilwoman McMillan and carried unanimously.

Following discussion, Councilman Timm moved to approve Ordinance No. 3376 as requested by Arms of Hope Childrens Home for a Special Use Permit for Used Goods or Products Collection Point (Temporary) such as Goodwill or Salvation Army type collection box on property approximately 1.421 acres, zoned Commercial 2 (C-2) District, located at 7010 State Highway 78 as presented. The motion was seconded by Councilman Adams and carried unanimously.

12-0743 Consider a resolution authorizing the City Manager to execute contracts for employee Health Insurance; Dental Insurance; Life Insurance; Long Term Disability (LTD), Accidental Death and Dismemberment (AD&D) and Vision Insurance for employees:

Following discussion, Councilman Timm moved to approve Resolution No. 3377, on the recommendation of Brinson Benefits and the Director of Human Resources, authorizing the City Manager to execute contracts for employee Health Insurance; Dental Insurance; Life Insurance; Long Term Disability (LTD), Accidental Death and Dismemberment (AD&D) and Vision Insurance for employees. The motion was seconded by Councilwoman McMillan and carried with Councilman Patterson voting no.

12-0775 Discuss the Fire Department's August 2011 request for six (6) additional full time Fire Rescue Specialist positions, eliminating part time positions in the Fire Department, creation of Driver/Operator positions in the Fire Department, revenue received from ambulance fees, and budgetary impacts:

Following a briefing and discussion by City Manager George on the Fire Department's August 2011 request for six (6) additional full time Fire Rescue Specialist positions, eliminating part time positions in the Fire Department, creation of Driver/Operator positions in the Fire Department, revenue received from ambulance fees, and budgetary impacts, no formal City Council action was taken.

There being no further business, Councilman Timm moved to adjourn. The motion was seconded by Councilman Patterson and passed unanimously. The meeting adjourned at 9:26 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 12-0776 **Version:** 1 **Name:** National Library Week Proclamation
Type: Agenda Item **Status:** Agenda Ready
File created: 3/19/2012 **In control:** City Council
On agenda: 4/2/2012 **Final action:**
Title: Proclamation recognizing April 9 - 12, 2012 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Library Week.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing April 9 - 12, 2012 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Background

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April.

The Sachse Public Library is celebrating National Library Week by hosting two programs. On April 9th at 4:00 p.m., storyteller Doryane Breedlove, with A Slice of Rainbow, will be here to present a special storytime. On April 10th at 6:30 p.m., members of the City Council will provide a one-of-a-kind storytime entitled *Family Storytime*. In addition, we are conducting an online survey so we can get community feedback that will help us meet the informational, recreational, and educational needs of our residents.

Policy Considerations

N/A

Budgetary Considerations
N/A

Staff Recommendations

No action on this item. Mayor Felix will present the proclamation recognizing April 9 - 12, 2012 as National Library Week.

PROCLAMATION

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all; and

WHEREAS, libraries work to meet the changing needs of their users, including building collections, expanding outreach services and increasing programming; and

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves; and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

WHEREAS, librarians design and offer programs to meet their community's economic needs, providing residents with resume writing classes, interviewing workshops and job seeking resources; and

WHEREAS, libraries are part of the American dream, places for education, opportunity and lifelong learning; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

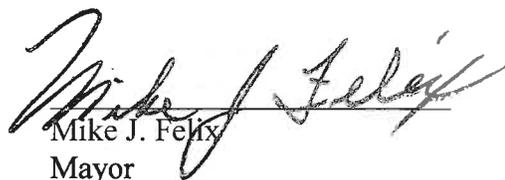
NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas: I **DO HEREBY PROCLAIM**

April 8-14, 2012 as LIBRARY WEEK IN SACHSE

and encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. You belong @ your library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 2nd day of April, 2012.




Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 12-0790 **Version:** 2 **Name:** Arbor Day Proclamation
Type: Agenda Item **Status:** Agenda Ready
File created: 3/27/2012 **In control:** City Council
On agenda: 4/2/2012 **Final action:**
Title: Proclamation recognizing Arbor Day in the City of Sachse.

Executive Summary

The Arbor Day event is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Forester and the USDA Forest Service. Arbor Day is day that is recognized nationally and is usually in the early part of April but some communities celebrate it in the Fall or later in the Spring.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Arbor Day.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing Arbor Day in the City of Sachse.

Executive Summary

The Arbor Day event is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Forester and the USDA Forest Service. Arbor Day is day that is recognized nationally and is usually in the early part of April but some communities celebrate it in the Fall or later in the Spring.

Background

This is the fourth year we have celebrated Arbor Day. The City of Sachse has also met the requirements for the Tree City USA for the fourth year in a row. We are proud to be an active community that recognizes the importance of having healthy trees and vegetation and the long term benefits of tree planting.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

None

PROCLAMATION

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this special day, called Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce erosion of our precious topsoil by wind and water, cut heating and cooling costs, clean the air, produce life-giving oxygen and provide a habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees in our city increase property values and enhance the economic vitality of business areas, and

WHEREAS, trees wherever they are planted, are a source of joy and spirituality.

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas, I do hereby proclaim

APRIL 14, 2012 AS ARBOR DAY IN SACHSE

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 2nd day of April, 2012.




Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 12-0791 **Version:** 1 **Name:** Proclamation for the Great American Cleanup
Type: Agenda Item **Status:** Agenda Ready
File created: 3/27/2012 **In control:** City Council
On agenda: 4/2/2012 **Final action:**
Title: Proclamation recognizing Keep America Beautiful's Great American Cleanup for the City of Sachse.

Executive Summary

This Proclamation is a kick off to our April 14, 2012 community event. Hundreds of volunteers show up to assist in cleaning up public parks, right of ways and green space.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Cleanup week.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing Keep America Beautiful's Great American Cleanup for the City of Sachse.

Executive Summary

This Proclamation is a kick off to our April 14, 2012 community event. Hundreds of volunteers show up to assist in cleaning up public parks, right of ways and green space.

Background

Keep America Beautiful's Great American Cleanup is the nation's largest annual community improvement program. The City of Sachse has participated in this annual event for the past two years. This event is an outstanding community program where citizens of all ages can participate. Last year we were able to collect 209 bags, (4180 lbs) of trash and planted over 400 flowers in various parks and facilities in the City. Over 260 individuals participated in the cleanup and beautification of 18 sites across the City of Sachse.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

None

Proclamation

WHEREAS, Keep America Beautiful, Inc. a national not-for-profit organization dedicated to helping individuals improve their community environment, has established the Great American Cleanup as its signature national effort for involving American citizens in environmental stewardship; and

WHEREAS, the City of Sachse is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, governments and businesses working together; and

WHEREAS, the President of the United States of America has recognized the important commitment to improve American communities through litter prevention, beautification and solid waste management initiatives and has assumed the title of Honorary Chair of the Keep America Beautiful's Great American Cleanup.

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas:
I DO HEREBY PROCLAIM

April 9-15, 2012 as Keep America Beautiful's Great American Cleanup Week in Sachse

and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 2nd day of April, 2012.



A handwritten signature in black ink that reads "Mike J. Felix".

Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 12-0783 **Version:** 1 **Name:** Presentation of CAFR
Type: Agenda Item **Status:** Agenda Ready
File created: 3/22/2012 **In control:** City Council
On agenda: 4/2/2012 **Final action:**
Title: Consider receiving the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2011.

Executive Summary
Rutledge, Crain & Company, PC, an independent audit firm, has audited the City's Financial Statements for the period ending September 30, 2011 and has issued an unqualified or "clean" opinion. Chris Rutledge, CPA will be present to make comments and answer questions.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2011.

Executive Summary

Rutledge, Crain & Company, PC, an independent audit firm, has audited the City's Financial Statements for the period ending September 30, 2011 and has issued an unqualified or "clean" opinion. Chris Rutledge, CPA will be present to make comments and answer questions.

Background

In accordance with Charter provisions (Section 7.18) an independent auditor has audited the City's Financial Statements for the period ending September 30, 2011. An audit is composed of the auditor's opinion, the organization's financial statements, notes to the financial statements, and supporting schedules. It is the auditor's primary function to express an opinion on the financial statements of the organization.

While the auditor is responsible for his/her opinion, the organization itself has the primary responsibility for the remaining information presented (i.e., the financial statements, supporting schedules and notes). Management is responsible for the information presented in the financial statements.

A letter of transmittal is included and is designed to complement Management's Discussion and Analysis (MD&A). The MD&A can be found immediately following the independent auditor's report and provides a narrative introduction, overview and analysis of the financial statements. The following are a few major highlights:

Cash and investments (city-wide) are \$44,504,436

Unrestricted reserves (city-wide) are \$6,612,504

Decrease in total net assets (city-wide) is \$2,540,333

All governmental fund balances together total \$16,988,774

General Fund Balance is \$3,209,601 or an equivalent of 30% of annual expenditures

Unrestricted assets of the Utility Fund are \$3,051,716.

City-wide outstanding debt at 9-30-11 equaled \$41,360,000.

Ratio of debt to assessed value is 3.35%.

Debt per capita equals \$1,952.

Policy Considerations

The City's Financial Statements have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to governmental entities. It is the responsibility of the Finance Department to present financial information fairly in all material respects so that the financial position of the City is not compromised. The desired result of the independent audit is to receive an "unqualified opinion". The current report reflects an unqualified (clean) opinion which is the highest opinion available. An unqualified opinion states that the financial statements "present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Sachse, as of September 30, 2011, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America."

Budgetary Considerations

None

Staff Recommendations

Staff recommends that City Council receive the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2011.



Legislation Details (With Text)

File #:	12-0796	Version:	1	Name:	VarianceReq_Bailey_Vicuna
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/29/2012	In control:		In control:	City Council
On agenda:	4/2/2012	Final action:		Final action:	
Title:	Consider the application of James Petre requesting approval of a variance to the Subdivision Ordinance to waive the construction of public improvements for an approximately 0.773-acre property located on the northwest corner of Bailey Road and Vicuna Circle.				
	<p>Executive Summary The applicant is requesting a variance from the Subdivision Ordinance to waive the requirement for construction of public improvements, specifically a portion of Vicuna Lane.</p>				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	M 12-01 7209 Bailey-Aerial.pdf M 12-01 7209 Bailey-Zoning.pdf Resolution.pdf Presentation 7209 Bailey Road-for CC.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider the application of James Petre requesting approval of a variance to the Subdivision Ordinance to waive the construction of public improvements for an approximately 0.773-acre property located on the northwest corner of Bailey Road and Vicuna Circle.

Executive Summary

The applicant is requesting a variance from the Subdivision Ordinance to waive the requirement for construction of public improvements, specifically a portion of Vicuna Lane.

Background

The subject property consists of two residential lots, owned by Mr. James Petre, which total approximately 0.773 acres. Mr. Petre wishes to file an amending plat combining his two lots into one larger lot. The lots have frontage on Vicuna Circle, which was never improved at the time of platting as it should have been. The Subdivision Ordinance has a provision that requires either the construction of adjacent roadways or the escrow of funds to cover the cost of construction. The request for a variance is to waive this obligation due to the unique circumstances surrounding these properties. If the variance is approved, the subsequent proposed amending plat will combine Mr. Petre's two lots into one lot, which will have frontage on Bailey Road.

Site Data

The subject site is approximately 0.773 acres in area. It has approximately 200 feet of frontage on Bailey Road and approximately 162.78 feet of frontage on Vicuna Circle, which is an unimproved street.

Use of Property Under Current Zoning

The subject property retains a zoning designation of Residential-2A (R-2A). This district has the following minimum requirements:

- Minimum Lot Area: 10,000 square feet
- Minimum Building Size Area: 1,750 square feet
- Minimum Lot Width at Building Line: 80 feet

Surrounding Zoning and Land Uses

North: The property located to the north retains a zoning designation of R-2A, which is a single-family residential zoning district. The adjacent property has been developed with a single-family residential home.

South: The property located to the south retains a zoning designation of R-2A, which is a single-family residential zoning district. The adjacent property has been developed with a single-family residential home.

East: The property located to the east retains a zoning designation of Agricultural (AG), and is currently being used for an existing single-family residential home. This lot is currently unplatted.

West: The property located to the west retains a zoning designation of R-2A, which is a single-family residential zoning district. The adjacent property has been platted for single-family lots, but is currently undeveloped.

Compatibility with Surrounding Zoning and Land Uses

The requested variance will not change the proposed use of the property. The property still intends to develop the subject property with a single-family home in accordance with the regulations for the current zoning district of R-2A. This use is compatible with surrounding zoning and land uses.

Thoroughfare Plan

The City's Thoroughfare Plan identifies Bailey Road as an existing Collector Street. Vicuna Circle is not designated on the Thoroughfare Plan, but it has been platted as a local residential street.

Policy Considerations

The requested variance is from the required standards in Section 8-4 of the City of Sachse Subdivision Ordinance. The variance was reviewed in light of the criteria set forth in Chapter 8, Article XI of the City of Sachse Subdivision Ordinance.

Section 8-4 of the City of Sachse Subdivision Ordinance states that the property owner is responsible for the design and construction of all streets within his development and one half

responsible for the design and construction of all streets within his development and one-half of all unimproved perimeter streets. Furthermore, the Subdivision Ordinance defines development as any activity that requires the filing of a final subdivision plat, even for one lot subdivisions. Mr. Petre's proposed amending plat is a form of a final plat which qualifies his proposal as development.

As stated above, the criteria used to evaluate this variance request are detailed in Chapter 8, Article XI of the City of Sachse Subdivision Ordinance. This section of the Subdivision Ordinance, including the individual criteria utilized for evaluation, is included below accompanied by staff's responses to each of these criteria.

"The council may authorize a variance from these regulations when in its opinion undue hardship will result from requiring strict compliance. In granting variance, the council shall prescribe only conditions that it deems necessary or desirable to the public interest and making the findings hereinbelow required. The council shall take into account the nature of the proposed use of land involved and existing uses of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity. No variance will be granted unless the council finds:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.

Staff Response

Mr. Petre's circumstances are unquestionably unique. The Sable Hills Estates plat was approved by the City of Sachse and allowed to be filed with the County, thus creating a number of individual lots. The original developer of this property was required by the Subdivision Ordinance to construct all public improvements (streets, water, sewer, and stormwater) prior to filing the plat. For unknown reasons, this subdivision was filed with the County without the construction of the required public improvements, thus creating many individual lots that had no access to streets, water or sewer lines, rendering many of these lots useless. Only those lots that fronted on existing streets, like Bailey Road and Williford Road, could be developed.

Even with the lack of public infrastructure throughout much of the Sable Hills Estates subdivision, many of the lots have been sold creating a fractured land ownership. This fractured land ownership makes it very difficult for anyone to complete the infrastructure and make the remaining lots useful and buildable. Individuals have attempted to purchase these lots and complete the development process, but have had no luck in acquiring the lots at a price that would make it financially feasible. The completion of this subdivision will be very difficult and is not likely to happen in the foreseeable future.

2. That the variances are necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff Response

This criterion was evaluated in three parts in order to determine whether or not the proposed variance satisfies this criterion.

The first part evaluated is if this variance is “necessary for the preservation and enjoyment of a substantial property right of the applicant.” The substantial property right in this case is being able to access property for the purpose of constructing a single-family residence on a property with an appropriate zoning designation. The request satisfies this part of the criterion.

The second part evaluated is if “the granting of the variance will not be detrimental to the public health, safety or welfare... [of] other property in the area.” It is clear that development that is similar and consistent with the character of other land uses in the immediate vicinity would not be detrimental to the public health, safety or welfare of other property in the area. The request satisfies this part of the criterion.

The final part evaluated is if “the granting of the variance will not be...injurious to other property in the area.” This part of the criterion is the most difficult to evaluate inasmuch that the evaluation needs to contemplate whether the injury has already been perpetuated by previous actions and if the granting of this variance would cause injury to other property owners.

Since “injury” is not specifically defined in the Subdivision Ordinance, a common definition was used. Injury is defined by Barron’s Law Dictionary as, “any wrong or damage done to another, either in his person, rights, reputation or property...a legal injury is any damage resulting from a violation of legal right and which the law will recognize as deserving of redress.” Based on the existing conditions affecting the properties in the immediate vicinity coupled with the fact that this variance is not further denigrating the current situation, the granting of this variance would not be injurious to other property in the area.

3. That the granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this ordinance. Such finding of the council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the council meeting at which such variance is granted. Variances may be granted only when in harmony with the general purpose and intent of this ordinance so that the public health, safety and welfare may be secured and substantial justice done. Reciprocity hardship to the subdivider standing alone shall not be deemed

done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

Staff Response

Subdivision is defined in Article II of the Subdivision Ordinance as follows:

“Subdivision. The term "subdivision" means the division of a parcel of land into two or more lots or tracts for the purpose of transfer of ownership, dedication of streets, alleys or easements, or for use for building development; provided that a division of land for agricultural purposes into lots or tracts of five acres or more, and not involving a new street or alley shall not be deemed a subdivision. The term includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided. The terms "subdivider" and "developer" are synonymous and used interchangeably, and shall include any person partnership, firm, association, corporation and/or any officer, agent, employee, servant and trustee thereof who does or participates in the doing of any act toward the subdivision of land within the intent, scope and purpose of this ordinance.

The minimum lot size associated with the existing zoning designation of the properties farther west and south along Vicuna Circle would not permit further subdivision of lots based on the strict definition of “subdivision” in City Ordinances. Based on the consideration of the above factors, the granting of the variance will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this ordinance.

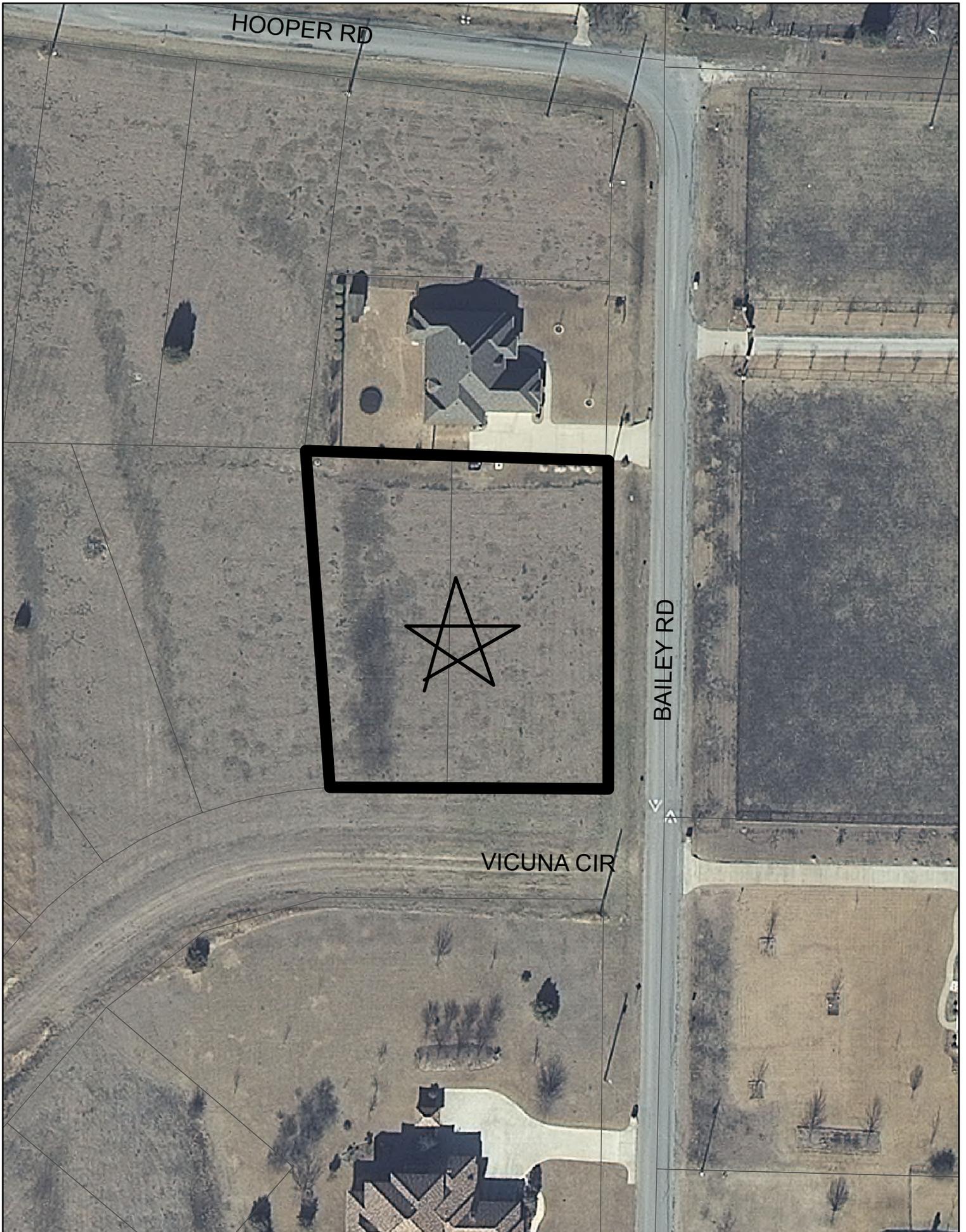
The facts of this request were reviewed in light of the criteria set forth in Chapter 8, Article XI of the Subdivision Ordinance. Based on these facts, it can be ascertained that the request substantially satisfies the intent of these criteria.

Budgetary Considerations

None.

Staff Recommendations

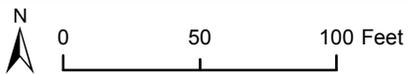
Staff recommends approval of a Resolution of the City Council of the City of Sachse, Texas, approving a variance to the Subdivision Ordinance to waive the requirement for construction of public improvements for an approximately 0.773-acre property located on the northwest corner of Bailey Road and Vicuna Circle; and providing an effective date.



HOOPER RD

BAILEY RD

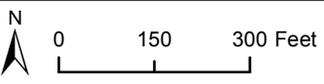
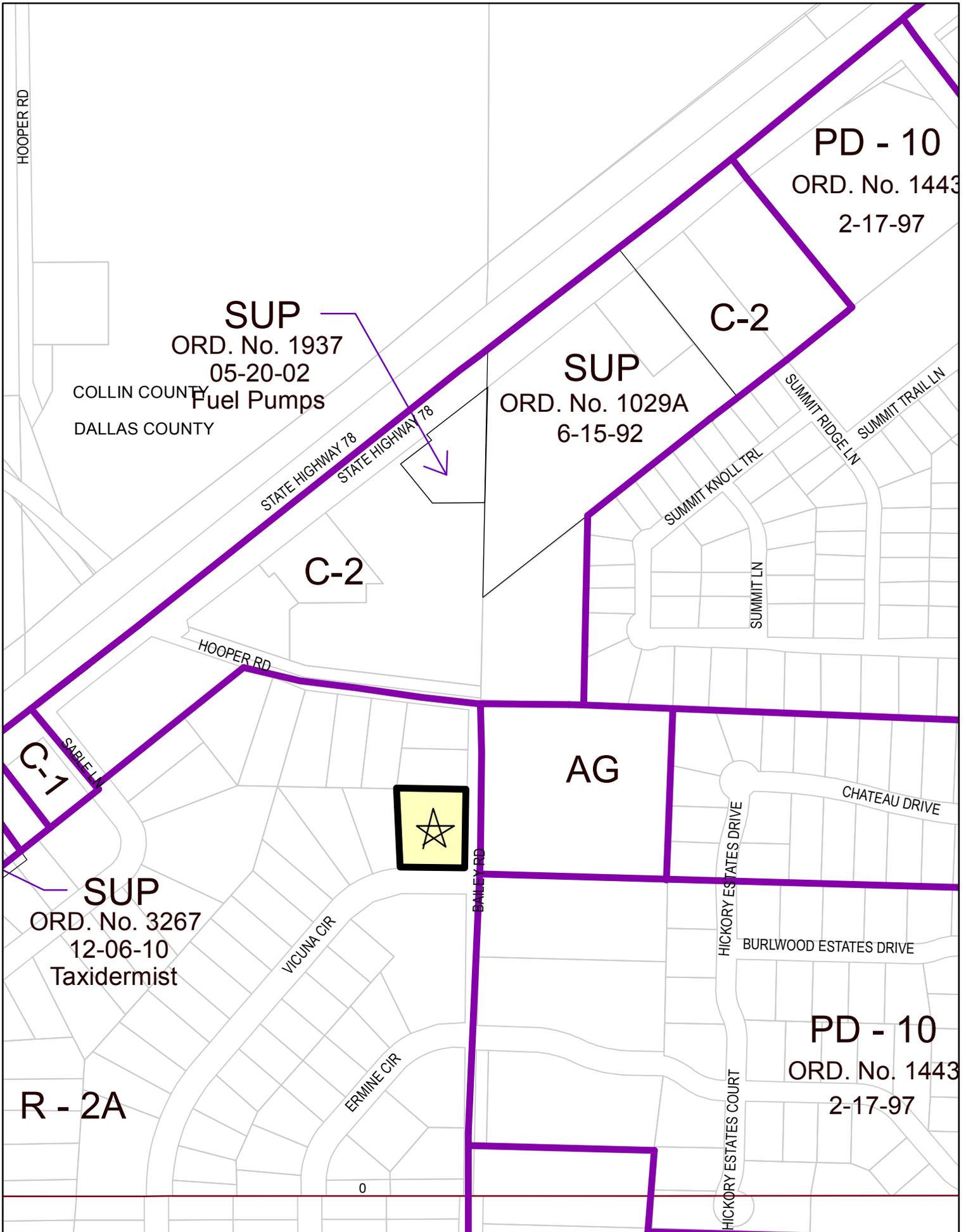
VICUNA CIR



AERIAL MAP



FILE: M 12-01
LOT 32A, BLOCKC
SABLE HILLS ESTATES II



ZONING MAP



FILE: M 12-01
 LOT 32A, BLOCKC
 SABLE HILLS ESTATES II

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING A VARIANCE TO THE SUBDIVISION ORDINANCE TO WAIVE THE REQUIREMENT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR AN APPROXIMATELY 0.773-ACRE PROPERTY LOCATED ON THE NORTHWEST CORNER OF BAILEY ROAD AND VICUNA CIRCLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, James Petre (the “Owner”) is requesting a variance from the Subdivision Ordinance to waive the requirement for construction of public improvements, specifically a portion of Vicuna Lane; and

WHEREAS, the subject property consists of two residential lots which total approximately 0.773 acres. Owner wishes to file an amending plat combining the two lots into one larger lot. The lots have frontage on Vicuna Circle, which was never improved at the time of platting. The Subdivision Ordinance requires either the construction of adjacent roadways or the escrow of funds to cover the cost of construction. The request for a variance is to waive this obligation due to the unique circumstances surrounding these properties. If the variance is approved, the subsequent proposed amending plat will combine the Owner's two lots into one lot, which will have frontage on Bailey Road; and

WHEREAS, the subject site is approximately 0.773 acres in area, with approximately 200 feet of frontage on Bailey Road and approximately 162.78 feet of frontage on Vicuna Circle, which is an unimproved street; and

WHEREAS, the subject property retains a zoning designation of Residential-2A (R-2A), which has the following minimum requirements: Minimum Lot Area: 10,000 square feet; Minimum Building Size Area: 1,750 square feet; and Minimum Lot Width at Building Line: 80 feet; and

WHEREAS, the property located to the north retains a zoning designation of R-2A, which is a single-family residential zoning district; and the adjacent property has been developed with a single-family residential home; and

WHEREAS, the property located to the south retains a zoning designation of R-2A, which is a single-family residential zoning district; and the adjacent property has been developed with a single-family residential home; and

WHEREAS, the property located to the east retains a zoning designation of Agricultural (AG), which is an unplatted lot currently being used for an existing single-family residential home; and

WHEREAS, the property located to the west is undeveloped and retains a zoning designation of R-2A, which is a single-family residential zoning district; and

WHEREAS, the requested variance will not change the proposed use of the property and the Owner intends to develop the subject property with a single-family home in accordance with the regulations for the current zoning district of R-2A, compatible with the surrounding zoning and land uses; and

WHEREAS, the City's Thoroughfare Plan identifies Bailey Road as an existing Collector Street, and Vicuna Circle is not designated on the Thoroughfare Plan, but it has been platted as a local residential street;

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

SECTION 1: The City Council finds that there are special circumstances or conditions affecting the subject property such that the literal application of the provisions of the Subdivision Ordinance will deprive the Owner of a reasonable use of the subject property. The City Council finds that a hardship will result from strict compliance, that the requested variance satisfies all three criteria set forth in Chapter 8, Article XI of the Subdivision Ordinance, and is, therefore, approved, waiving the construction of public improvements to Owner's property.

SECTION 2: This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 2nd day of April, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



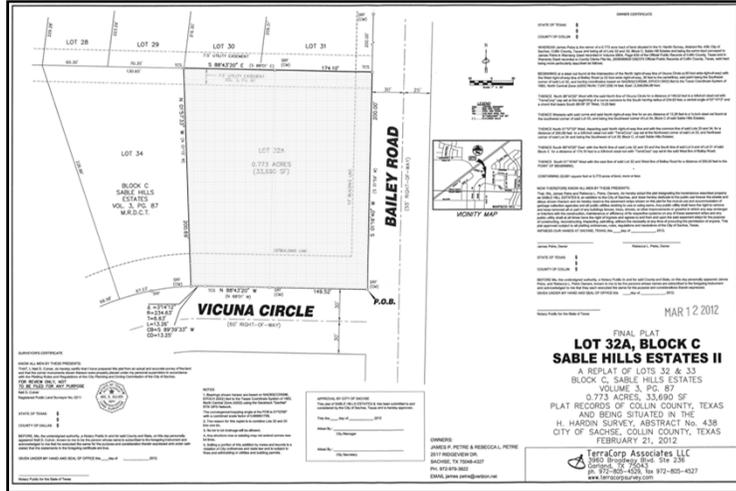
City Council Meeting
April 2, 2012

Request

Consider the application of James Petre requesting approval of a variance to the Subdivision Ordinance to waive the construction of public improvements for an approximately 0.773-acre property located on the northwest corner of Bailey Road and Vicuna Circle.



Background Lot Survey for Proposed Combining of Lots



Background Aerial Map



Background Site Data

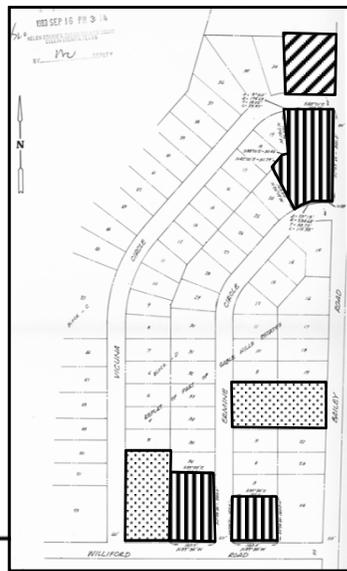
Intent for Property

Two individual lots intended to be combined for the construction of a single-family home

- ❑ Site Area: 0.773 acres
- ❑ Zoning Designation: R-2A
- ❑ Primary Frontage: Bailey Road (200-ft)
- ❑ Secondary Frontage: Vicuna Circle (162.78-ft)



Background Surrounding Properties



-  Subject Property
-  Previous Replat
-  Previous Variance & Replat



Policy Considerations Evaluation Criteria

- ❑ The requested variance is from the required standards in Section 8-4 of the City of Sachse Subdivision Ordinance.
- ❑ The variance was reviewed in light of the three criteria set forth in Chapter 8, Article XI of the City of Sachse Subdivision Ordinance.



Policy Considerations Evaluation Criterion #1

1. That there are **special circumstances or conditions** affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.



Policy Considerations

Evaluation Criterion #2

2. That the variances are necessary for the preservation and enjoyment of a **substantial property right** of the applicant, that the granting of the variance will **not be detrimental to the public health, safety or welfare or injurious to other property in the area.**



Policy Considerations

Evaluation Criterion #3

3. That the granting of the variance **will not have the effect of preventing the orderly subdivision of other lands in the area** in accordance with the provisions of this ordinance. Such finding of the council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the council meeting at which such variance is granted. Variances may be granted only when in harmony with the general purpose and intent of this ordinance so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.





Legislation Details (With Text)

File #: 12-0784 **Version:** 1 **Name:** Abandonment of Old Miles Road
Type: Agenda Item **Status:** Agenda Ready
File created: 3/23/2012 **In control:** City Council
On agenda: 4/2/2012 **Final action:**
Title: Consider an Ordinance abandoning all right, title, and interest in portions of Old Miles Road and reserving a general utility, drainage, and access easement in the proposed abandoned portions of Old Miles Road.

Executive Summary

The City is in the process of reconstructing Bunker Hill Road, which includes a new connection from the intersection of Old Miles Road and Bunker Hill Road to Miles Road. The section of Old Miles Road from approximately 550 feet west of Miles Road to the right-of-way of the President George Bush Turnpike has been requested by the property owner along the southerly side of Old Miles Road to be abandoned in exchange for right-of-way the City condemned for the Bunker Hill Road reconstruction project. This item is to consider approving an ordinance which will abandon portions of Old Miles Road while reserving a general utility, drainage, and access easement along the limits of the proposed abandoned sections of Old Miles Road in accordance to a settlement agreement executed by the City and the landowner for the right-of-way acquisition for the Bunker Hill Road reconstruction project. In exchange for the abandonment, The Trull Foundation is dedicating 10' water and sanitary sewer easements parallel to the new section of Bunker Hill Road and is dedicating an access easement providing for enhanced access to adjacent commercial property.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Attachment 2 Trull negotiation resolution](#)
[Trull Exhibit A](#)
[Trull Exhibit B](#)
[Trull Exhibit C](#)
[ATTACHMENT 1 PROJECT MAP](#)
[old miles ROW abandonment Council presentation](#)
[SACHSE Trull Foundation Ordinance Re Vacating Abandoning Property Eminent Domain 53683 Settlement Agreement Trull](#)

Date	Ver.	Action By	Action	Result
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Title

Consider an Ordinance abandoning all right, title, and interest in portions of Old Miles Road and reserving a general utility, drainage, and access easement in the proposed abandoned portions of Old Miles Road.

Executive Summary

The City is in the process of reconstructing Bunker Hill Road, which includes a new connection from the intersection of Old Miles Road and Bunker Hill Road to Miles Road. The section of Old Miles Road from approximately 550 feet west of Miles Road to the right-of-way

of the President George Bush Turnpike has been requested by the property owner along the southerly side of Old Miles Road to be abandoned in exchange for right-of-way the City condemned for the Bunker Hill Road reconstruction project. This item is to consider approving an ordinance which will abandon portions of Old Miles Road while reserving a general utility, drainage, and access easement along the limits of the proposed abandoned sections of Old Miles Road in accordance to a settlement agreement executed by the City and the landowner for the right-of-way acquisition for the Bunker Hill Road reconstruction project. In exchange for the abandonment, The Trull Foundation is dedicating 10' water and sanitary sewer easements parallel to the new section of Bunker Hill Road and is dedicating an access easement providing for enhanced access to adjacent commercial property.

Background

Bunker Hill Road is under construction. The roadway is being widened to a four-lane divided roadway with sidewalks on either side of the roadway. An underground drainage system is being constructed as well. Bunker Hill currently dead-ends into Old Miles Road. As part of the widening project, Bunker Hill will be extended from the intersection of Old Miles Road to Miles Road across what was once vacant land owned by The Trull Foundation (see Attachment 1 Project Map). This connection has been constructed and is being used to access Bunker Hill Road. Consequently, Old Miles Road from Miles Road to Bunker Hill has been closed while Bunker Hill Road is under construction. Furthermore, Old Miles Road from Bunker Hill to the President George Bush Turnpike (PGBT) has been closed as well.

The City acquired right-of-way for the new connection of Bunker Hill Road through the condemnation process from the property owner, The Trull Foundation. The property owner appealed the award from the Special Commissioners during the condemnation hearing and filed an appeal with Dallas County Civil Court. The City has been actively working towards a Settlement Agreement with The Trull Foundation so the pending case can be dismissed by the court.

The City Council has been updated on several occasions in Executive Session and directed the City Manager to negotiate the settlement agreement under defined terms. Resolution No. 3349 was approved on December 5, 2011 stating the City Council direction for the negotiation process (see Attachment 2). The Trull Foundation requested the City abandon the right-of-way between the intersection of the PGBT right-of-way to a point approximately 550 feet west of Miles Road, which is adjacent to the easterly property line of The Trull Foundation property.

Policy Considerations

The settlement agreement has been signed by the City and The Trull Foundation. An ordinance is required to abandon portions of Old Miles Road while reserving a general utility, drainage, and access easement along the limits of the proposed abandoned right-of-way of Old Miles Road (see the attached Ordinance as Exhibit A defining the limits of Old Miles Road being abandoned).

The right-of-way of Old Miles Road contains City and franchise utilities. A general utility,

drainage, and access easement will be retained within the same boundary as the right-of-way being abandoned. In return for abandoning portions of Old Miles Road along The Trull Foundation, the City will receive a 10' water and sanitary sewer easement along the right-of-way of the new Bunker Hill Road connection (see Exhibit B). Furthermore, a common access easement will be dedicated by The Trull Foundation to provide access to the property owned by Heritage Park Holdings east of The Trull Foundation from Bunker Hill Road (see Exhibit C and Attachment 1 Project Map). The City also will provide two median openings along Bunker Hill Road for access to Trull Foundation property. The median openings will be constructed as part of the Bunker Hill Road reconstruction project.

Budgetary Considerations

The portions of Old Miles Road right-of-way will be abandoned at no cost to The Trull Foundation in return for the right-of-way for the extension of Bunker Hill Road. The City has already paid The Trull Foundation for the right-of-way for Bunker Hill. There is no cost to the City for the 10-foot water and sanitary sewer easement along the Bunker Hill Road extension as well as for the access easement to the Heritage Park Holdings property. These items are stipulations of the executed settlement agreement the City Council granted the City Manager to negotiate.

Staff Recommendations

Staff recommends the City Council approve an Ordinance of the City of Sachse, Texas, abandoning all right, title, and interest in portions of Old Miles Road described and depicted in Exhibit A and Exhibit B attached hereto; reserving a general utility, drainage, and access easement in said abandoned street; providing for the furnishing of a certified copy of the Ordinance for recording in the official public records of Dallas County, Texas, as a quitclaim deed; authorizing the City Manager to execute any documents necessary to complete the abandonment; and providing an effective date.

ATTACHMENT 2

RESOLUTION NO. 3349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE NEGOTIATION AND EXECUTION OF SETTLEMENT AGREEMENT IN EMINENT DOMAIN CASE STYLED THE CITY OF SACHSE V. TRULL FOUNDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse, Texas, finds it in the public interest to negotiate and enter into a settlement agreement with the Trull Foundation (“the Foundation”) in the case styled *The City of Sachse, Texas v. The Trull Foundation*, Cause No. CC-11-03461-C in the County Court at Law No. 3, Dallas County, Texas (“the Lawsuit”);

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

SECTION 1. The City Manager is authorized to negotiate and execute a settlement agreement with the Trull Foundation with respect to the Lawsuit, which settlement agreement is authorized to include the following:

- A. The City’s agreement to provide two median openings in Bunker Hill Road to allow turning access into and out of the Foundation’s property.
- B. The City’s agreement to vacate and abandon portions of the Old Miles Road right of way adjacent to the Foundation’s property to the extent allowed by law subject to the reservation by and/or dedication of easements to the City of Sachse and, to the extent necessary, the City of Garland, to for public utilities, drainage, and access within the current right of-way.

SECTION 2. The settlement agreement with the Foundation authorized by Section 1 must include the Foundation’s agreement to:

- A. Dedicate 10-foot utility easements in favor of the City outside of the Bunker Hill Road right of way being acquired by the City pursuant to the Lawsuit for the length of Bunker Hill Road adjacent to the Foundation’s property.
- B. Dedicate to the public or in favor of adjacent property not owned by the Foundation an access easement allowing for access to one of the median openings by commercial property not owned by the Foundation.
- C. Entry of an agreed final judgment in the Lawsuit which provides for entry of the amount of the Special Commissioner’s Award as the amount of fair compensation for the taking of the Foundation’s property, inclusive of damages to the remainder of the Foundation’s property.

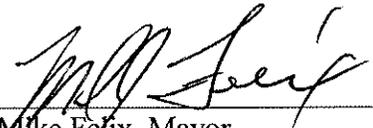
SECTION 3. Except for such actions that are required by law to taken by the City

Council, the City Manager is hereby authorized to take such action as necessary to perform the City's obligations with respect to a settlement agreement entered in accordance with this resolution including, but not limited to, execution of any necessary change orders relating to design and/or construction of the Bunker Hill Road Project and signing any documents determined reasonable and necessary by the City Attorney to abandon, quitclaim, and/or convey the portions of Old Miles Road to be abandoned pursuant to said settlement agreement.

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

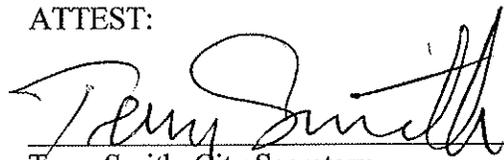
DULY PASSED and approved by the City Council of the City of Sachse, Texas, on this the 5th day of December, 2011.

CITY OF SACHSE, TEXAS



Mike Felix, Mayor

ATTEST:



Terry Smith, City Secretary

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST IN PORTIONS OF OLD MILES ROAD DESCRIBED AND DEPICTED IN EXHIBIT "A" AND EXHIBIT "B", ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT IN SAID ABANDONED STREET; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owners, hereinafter referred to as Grantees, deems it advisable to abandon and quitclaim the hereinafter described rights-of-way to Grantees, and is of the opinion and finds that said rights-of-way are not needed for public use and should be abandoned and quitclaimed to Grantees, subject to the reservations and conditions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates and quitclaims in favor of the abutting property owners all of the City's right, title and interest of the public in and to the portion of Old Miles Road, together with all improvements constructed on the surface thereof, described and depicted in Exhibit "A" and Exhibit "B", respectively, attached hereto and incorporated herein by reference.

SECTION 2. The abandonment and vacation of the right-of-way described in Exhibit "A," and Exhibit "B" hereto, is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise owned by third-parties. Furthermore, the City hereby reserves unto itself and public utility companies the non-exclusive right at any time to lay, construct, maintain, repair, and remove telecommunication, electrical, water, gas, storm sewer and sanitary sewer lines and appurtenances in, above, over, and underneath the real property described and depicted in Exhibit "A" for the benefit of the City and authorized public utility companies. The City further reserves for itself an access easement for the purpose of providing access to City, its officers, employees, agents, and contractors to City's property described in that certain Special Warranty Deed dated June 22, 2009, and filed June 29, 2009, as Instrument Number 200900184401, Official Public Records, Dallas County, Texas.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to abutting property owners, and the recording of this abandonment ordinance in the Official Public Records of Dallas County, Texas, shall serve as the quitclaim deed of the City of Sachse, Texas, of all the right, title or interest of the City of Sachse,

Texas, in and to said street right-of-way described and depicted in Exhibit "A", hereto, subject to the limitations and reservations of this Ordinance.

SECTION 4. The City Manager is authorized to execute any documents necessary to complete the abandonment contemplated herein.

SECTION 5. This ordinance shall take effect on the later of (a) the date of its final passage or (b) the date of entry of and Agreed Final Judgment in that certain lawsuit styled *The City of Sachse, Texas vs. The Trull Foundation*, Cause No. CC-11-03461-C in the County Court at Law No. 3, Dallas County, Texas, but in no case earlier than the publication of the caption of this Ordinance as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2012.

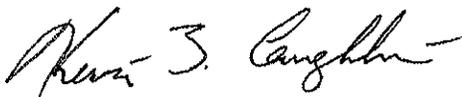
APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

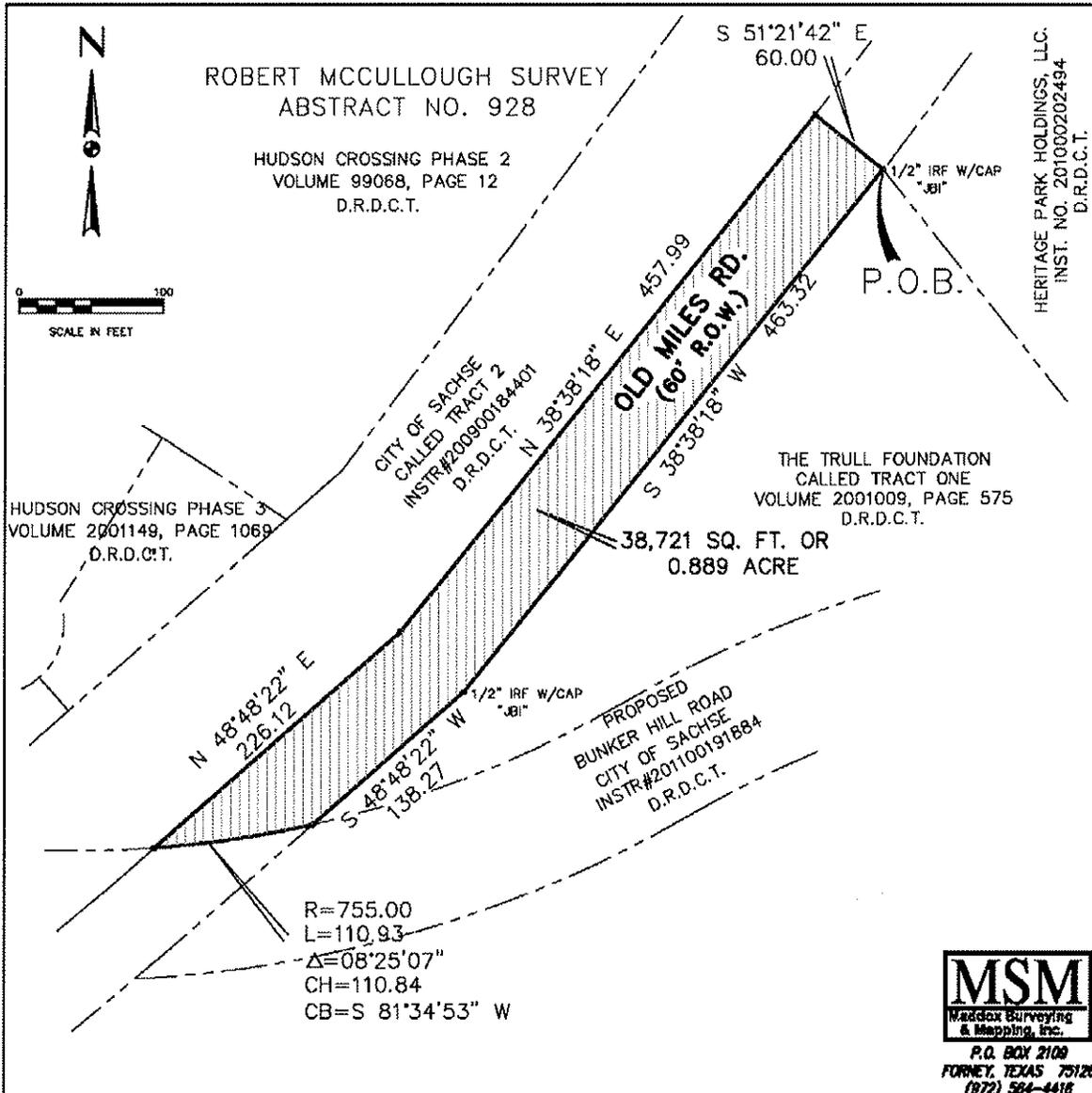
Terry Smith
City Secretary

APPROVED AS TO FORM:


_____ for

Peter G. Smith
City Attorney
(Rev'd by Kevin B. Laughlin 3/27/12 53683)

ORDINANCE NO. _____
 EXHIBIT "A"
 LEGAL DESCRIPTION AND SURVEY OF TRACT 1 OF
 OLD MILES ROAD TO BE ABANDONED



OLD MILES ROAD
 0.889 ACRE R.O.W. EXHIBIT

SKETCH SHOWING A 0.889 ACRE R.O.W.
 AREA, EMBRACING A PORTION OF OLD MILES ROAD
 A 60 FEET WIDE RIGHT-OF-WAY
 RECORDED IN VOLUME 1869, PAGE 14
 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
 FEBRUARY 10, 2012

ORDINANCE NO. _____
EXHIBIT "A" (cont.)
LEGAL DESCRIPTION AND SURVEY OF TRACT 1 OF
OLD MILES ROAD TO BE ABANDONED

0.889 ACRE R.O.W. EXHIBIT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of Old Miles Road a 60 feet wide right-of-way recorded in Volume 1869, Page 14 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "J.B.I." found for the most northerly corner of a tract of land described by deed to The Trull Foundation recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE South 38 degrees 38 minutes 18 seconds West along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 463.32 feet to a 1/2 inch iron rod with cap stamped "J.B.I." found at an angle point in same;

THENCE South 48 degrees 48 minutes 22 seconds West continuing along said common line, a distance of 138.27 feet to a point for the beginning of a non-tangent curve to the right having a radius of 755.00 feet, a central angle of 08 degrees 25 minutes 07 seconds, and a chord which bears South 81 degrees 34 minutes 53 seconds West, 110.84 feet;

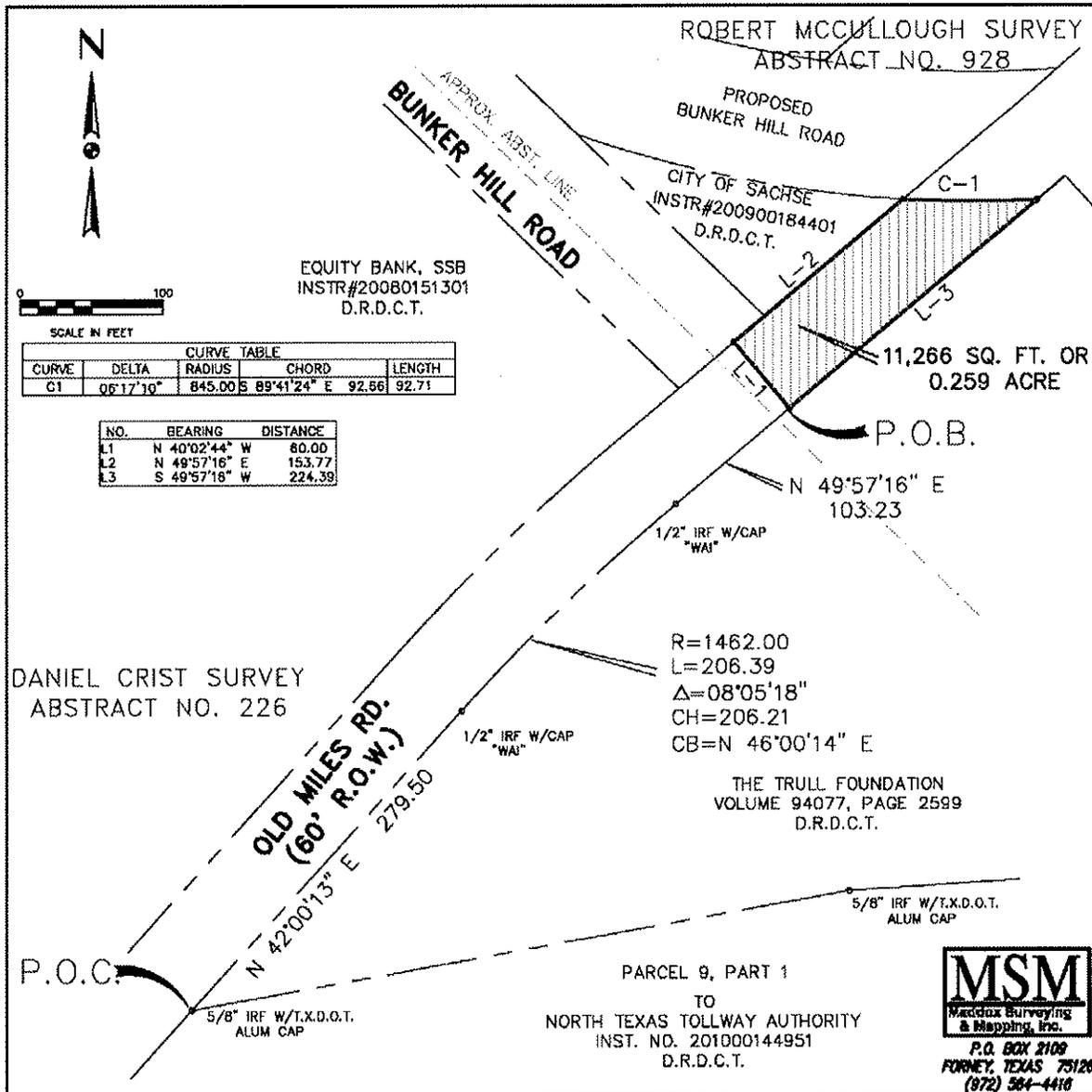
THENCE in a southwesterly direction along said non-tangent curve to the right, an arc distance of 110.93 feet to a point lying on the northwest line of said Old Miles Road, also lying on the southeast line of a tract of land described by deed to the City of Sachse (Tract 2), recorded in Instrument Number 200900184401 of the Deed Records of Dallas County, Texas;

THENCE North 48 degrees 48 minutes 22 seconds East along the common line of said Old Miles Road and said Tract 2, a distance of 226.12 feet to a point for corner;

THENCE North 38 degrees 38 minutes 18 seconds East continuing along the common line of said Old Miles Road and said Tract 2, a distance of 457.99 feet to a point for corner;

THENCE South 51 degrees 21 minutes 42 seconds East, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 38,721 square feet or 0.889 of an acre of land.

ORDINANCE NO. _____
 EXHIBIT "B"
 LEGAL DESCRIPTION AND SURVEY OF TRACT 2 OF
 OLD MILES ROAD TO BE ABANDONED



SCALE IN FEET

CURVE TABLE				
CURVE	DELTA	RADIUS	CHORD	LENGTH
C1	06°17'10"	845.00	89°41'24" E 92.66	92.71

NO.	BEARING	DISTANCE
L1	N 40°02'44" W	80.00
L2	N 49°57'16" E	153.77
L3	S 49°57'16" W	224.39

R=1462.00
 L=206.39
 $\Delta=08^{\circ}05'18''$
 CH=206.21
 CB=N 46°00'14" E

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 Maddox Surveying
 & Mapping, Inc.
 P.O. BOX 2108
 FORNEY, TEXAS 75126
 (972) 584-4418

OLD MILES ROAD
 0.259 ACRE R.O.W. EXHIBIT

SKETCH SHOWING A 0.259 ACRE R.O.W. AREA, EMBRACING A PORTION OF OLD MILES ROAD A 60 FEET WIDE RIGHT-OF-WAY RECORDED IN VOLUME 1869, PAGE 14 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
 FEBRUARY 10, 2012

ORDINANCE NO. _____
EXHIBIT "B" (cont.)
LEGAL DESCRIPTION AND SURVEY OF TRACT 2 OF
OLD MILES ROAD TO BE ABANDONED

FIELD NOTES DESCRIPTION:

0.259 ACRE R.O.W. EXHIBIT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of Old Miles Road a 60 feet wide right-of-way recorded in Volume 1869, Page 14 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "T.X.D.O.T." found for the northwest corner of a tract of land described by deed to North Texas Tollway Authority (Parcel 9, Part 1) recorded in Instrument Number 201000144951 of the Deed Records of Dallas County, Texas, also for the southwest corner of a tract of land described by deed To The Trull Foundation recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE North 42 degrees 00 minute 13 seconds East along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 279.50 feet to a 1/2 inch iron rod with cap stamped "W.A.I." found at the beginning of curve to the right having a radius of 1462.00 feet, a central angle of 08 degrees 05 minutes 18 seconds, and a chord which bears North 46 degrees 00 minute 14 seconds East, 206.21 feet;

THENCE in a northeasterly direction along said curve to the right and said common line, an arc distance of 206.39 feet to 1/2 inch iron rod with cap stamped "W.A.I." found at an angle point in same;

THENCE North 49 degrees 57 minutes 16 seconds East continuing along said common line, a distance of 103.23 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 40 degrees 02 minutes 44 seconds West leaving said common line, a distance of 60.00 feet to a point on the northwest line of said Old Miles Road;

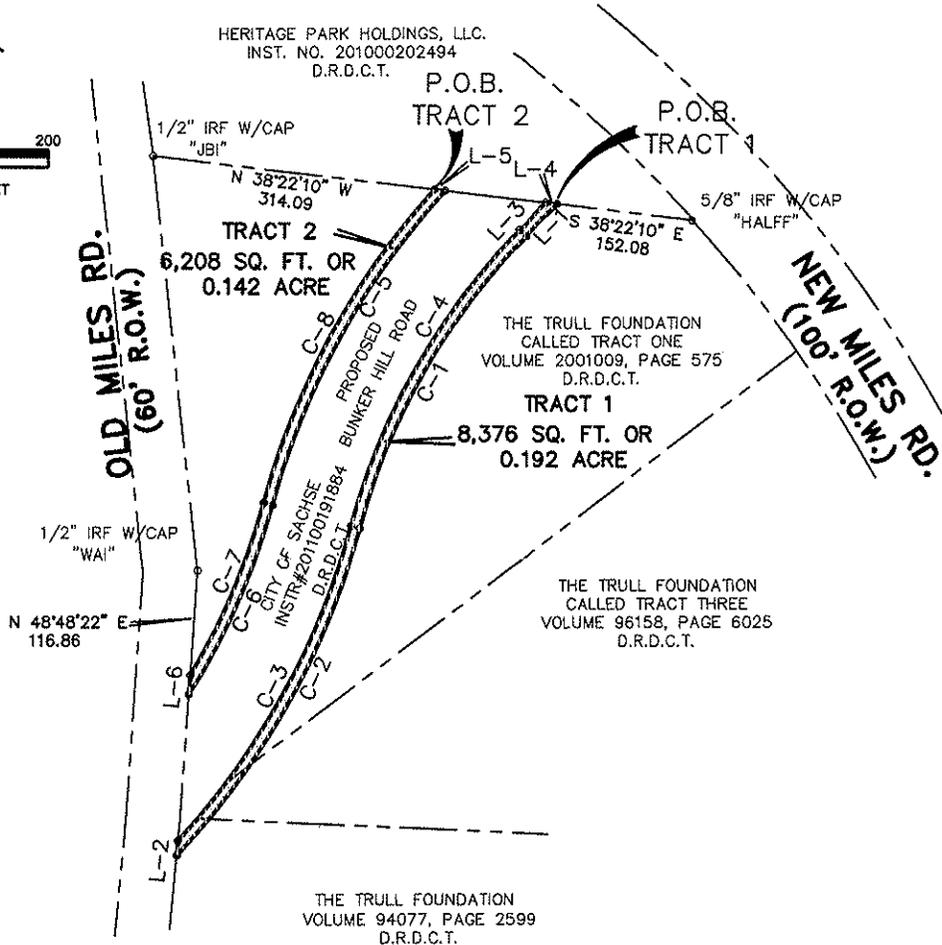
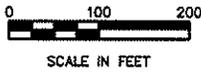
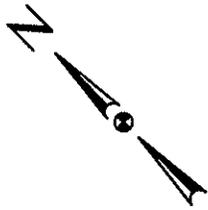
THENCE North 49 degrees 57 minutes 16 seconds East along the northwest line of said Old Miles Road, a distance of 153.77 feet to the beginning of a non-tangent curve to the left having a radius of 845.00 feet, a central angle of 06 degrees 17 minutes 10 seconds, and a chord which bears South 89 degrees 41 minutes 24 seconds East, 92.66 feet;

THENCE in a southeasterly direction along said non-tangent curve to the left, an arc distance of 92.71 feet to a point lying on the southeast line of said Old Miles Road;

THENCE South 49 degrees 57 minutes 16 seconds West along the southeast line of said Old Miles Road, a distance of 224.39 feet to the **POINT OF BEGINNING** and containing 11,266 square feet or 0.259 of an acre of land.

EXHIBIT B

ROBERT MCCULLOUGH SURVEY ABSTRACT NO. 928



CURVE TABLE				
CURVE	DELTA	RADIUS	CHORD	LENGTH
C1	29°02'15"	745.00	S 74°22'09" W 373.54	377.57
C2	28°11'24"	855.00	S 73°56'44" W 416.44	420.67
C3	27°18'59"	845.00	N 73°30'31" E 399.06	402.86
C4	29°02'15"	755.00	N 74°22'09" E 378.55	382.63
C5	27°15'24"	845.00	S 73°28'44" W 398.20	401.98
C6	17°31'18"	755.00	S 68°36'41" W 229.99	230.89
C7	16°04'31"	745.00	N 67°53'17" E 208.34	209.02
C8	26°46'49"	855.00	N 73°14'27" E 396.00	399.63

NO.	BEARING	DISTANCE
L1	S 88°53'18" W	49.49
L2	N 49°57'16" E	16.37
L3	N 88°53'18" E	41.89
L4	S 38°22'10" E	12.56
L5	S 38°22'10" E	12.24
L6	N 48°48'22" E	21.41

MSM

Maddox Surveying
& Mapping, Inc.

P.O. BOX 2109
FORNEY, TEXAS 75126
(972) 564-4416

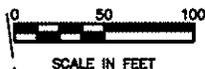
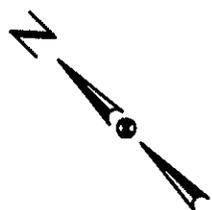
THE TRULL FOUNDATION 0.142 AND 0.192 ACRE WATER AND SANITARY SEWER EASEMENT

SKETCH SHOWING A 0.142 AND 0.192 ACRE PROPOSED AREA, EMBRACING PORTIONS OF TRACTS OF LAND DESCRIBED IN THE DEEDS TO THE TRULL FOUNDATION RECORDED IN THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
FEBRUARY 10, 2012

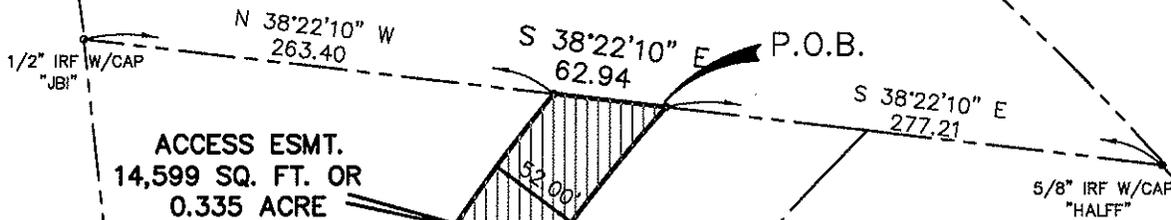
EXHIBIT C

ROBERT MCCULLOUGH SURVEY
ABSTRACT NO. 928



HERITAGE PARK HOLDINGS, LLC.
INST. NO. 201000202494
D.R.D.C.T.

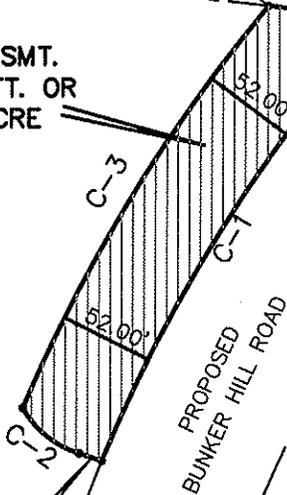
NEW MILES RD.
(100' R.O.W.)



ACCESS ESMT.
14,599 SQ. FT. OR
0.335 ACRE

OLD MILES RD.
(60' R.O.W.)

THE TRULL FOUNDATION
CALLED TRACT ONE
VOLUME 2001009, PAGE 575
D.R.D.C.T.



CURVE TABLE				
CURVE	DELTA	RADIUS	CHORD	LENGTH
C1	19°45'42"	845.00	S 77°13'35" W 290.00	291.45
C2	43°08'15"	55.00	N 06°02'22" W 40.44	41.41
C3	16°45'43"	897.00	N 76°23'32" E 261.48	262.42

CITY OF SACHSE
INSTR #201100191884
D.R.D.C.T.



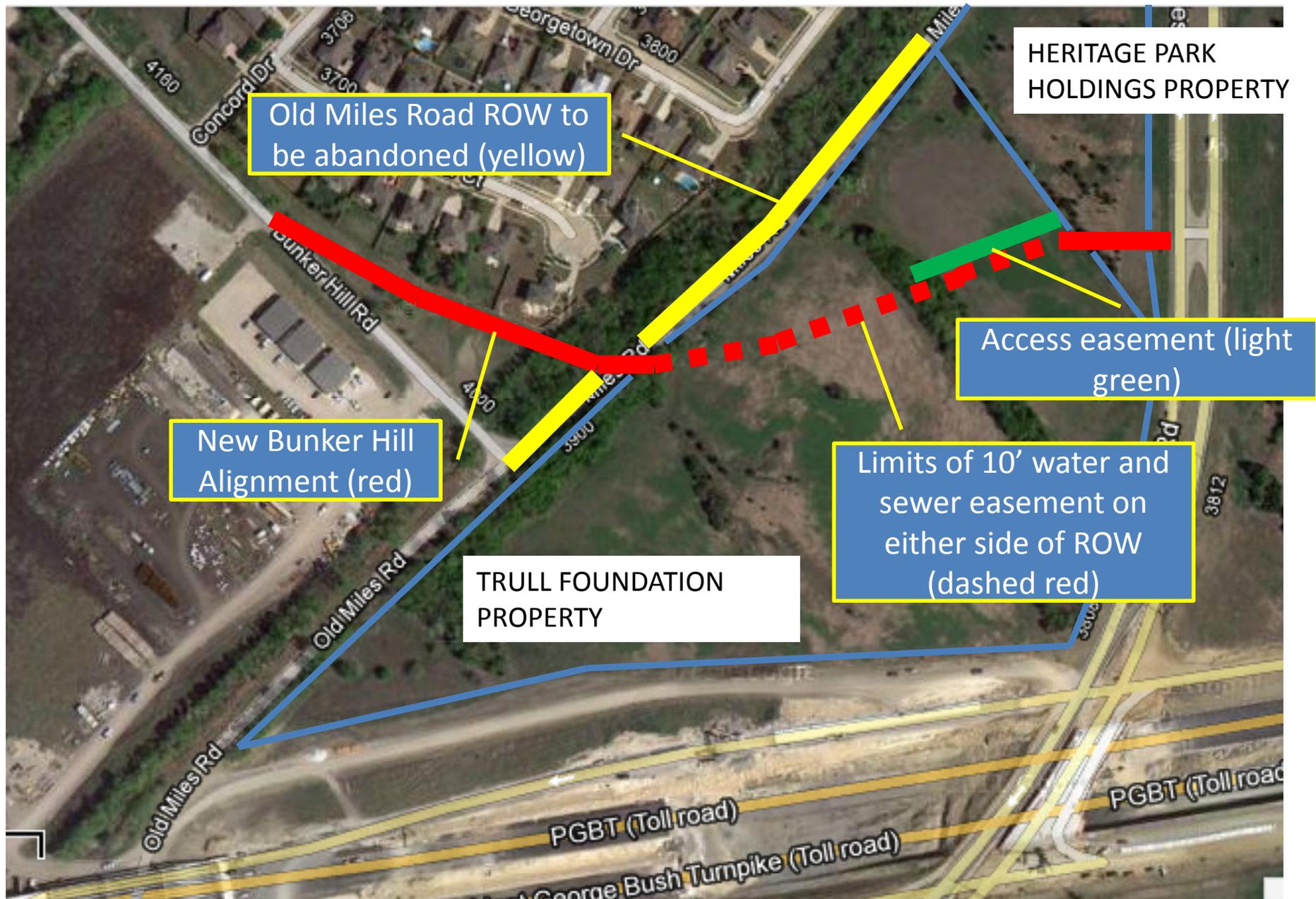
P.O. BOX 2108
FORNEY, TEXAS 75128
(972) 584-4418

THE TRULL FOUNDATION
0.335 ACRE ACCESS ESMT.

SKETCH SHOWING A 0.335 ACRE PROPOSED
AREA, EMBRACING A PORTION OF A TRACT
OF LAND DESCRIBED IN THE DEED TO THE
TRULL FOUNDATION RECORDED IN
THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
MARCH 20, 2012

ATTACHMENT 1 PROJECT MAP



OLD MILES ROAD ROW ABANDONMENT
APRIL 2, 2012
SACHSE CITY COUNCIL MEETING

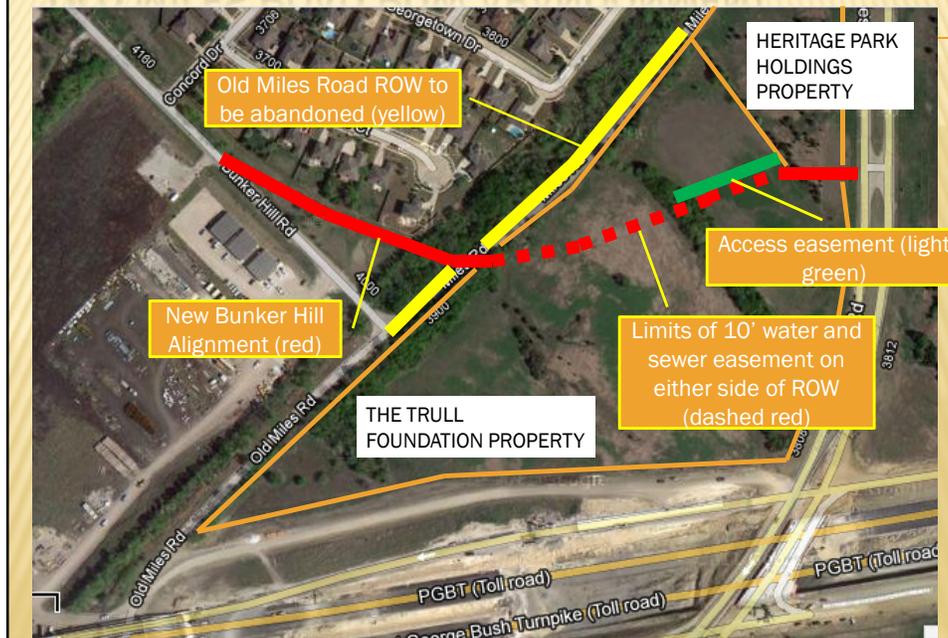
OLD MILES ROAD ROW ABANDONMENT

- ✘ City needed Right-of-Way (ROW) for new Bunker Hill Road alignment from The Trull Foundation
- ✘ City condemned ROW and was granted access after depositing award by Special Commissioners
- ✘ Road construction began November 2011
- ✘ The Trull Foundation appealed award
- ✘ Negotiations began to execute a settlement agreement at City Council direction

OLD MILES ROAD ROW ABANDONMENT

- ✦ Resolution approved on 12-5-2011 directing staff to negotiate settlement agreement for ROW acquisition. Terms included:
 - + Abandon Old Miles ROW along The Trull Foundation frontage and quit claim it to The Trull Foundation
 - + Retain a utility easement for abandoned ROW limits
 - + Provide two median openings along Bunker Hill
 - + The Trull Foundation will dedicate a 10' water and sanitary sewer easement along new Bunker Hill ROW
 - + The Trull Foundation will dedicate a 52' wide access easement to provide access from Bunker Hill to the Heritage Park Holdings tract of land
 - + The Trull Foundation will accept the amount awarded by Special Commissioner's as fair compensation for the ROW

OLD MILES ROAD ROW ABANDONMENT



OLD MILES ROAD ROW ABANDONMENT

- ✘ City and The Trull Foundation have come to terms and executed a settlement agreement in conformance to Resolution 3349.
- ✘ Ordinance for consideration to be approved by City Council to abandon Old Miles Road right-of-way and retain an easement along the abandoned portion of right-of-way

OLD MILES ROAD ROW ABANDONMENT

- ✘ QUESTIONS?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST IN PORTIONS OF OLD MILES ROAD DESCRIBED AND DEPICTED IN EXHIBIT “A” AND EXHIBIT “B”, ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT IN SAID ABANDONED STREET; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owners, hereinafter referred to as Grantees, deems it advisable to abandon and quitclaim the hereinafter described rights-of-way to Grantees, and is of the opinion and finds that said rights-of-way are not needed for public use and should be abandoned and quitclaimed to Grantees, subject to the reservations and conditions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates and quitclaims in favor of the abutting property owners all of the City’s right, title and interest of the public in and to the portion of Old Miles Road, together with all improvements constructed on the surface thereof, described and depicted in Exhibit “A” and Exhibit “B”, respectively, attached hereto and incorporated herein by reference.

SECTION 2. The abandonment and vacation of the right-of-way described in Exhibit “A,” and Exhibit “B” hereto, is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise owned by third-parties. Furthermore, the City hereby reserves unto itself and public utility companies the non-exclusive right at any time to lay, construct, maintain, repair, and remove telecommunication, electrical, water, gas, storm sewer and sanitary sewer lines and appurtenances in, above, over, and underneath the real property described and depicted in Exhibit “A” for the benefit of the City and authorized public utility companies. The City further reserves for itself an access easement for the purpose of providing access to City, its officers, employees, agents, and contractors to City’s property described in that certain Special Warranty Deed dated June 22, 2009, and filed June 29, 2009, as Instrument Number 200900184401, Official Public Records, Dallas County, Texas.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to abutting property owners, and the recording of this abandonment ordinance in the Official Public Records of Dallas County, Texas, shall serve as the quitclaim deed of the City of Sachse, Texas, of all the right, title or interest of the City of Sachse,

Texas, in and to said street right-of-way described and depicted in Exhibit "A", hereto, subject to the limitations and reservations of this Ordinance.

SECTION 4. The City Manager is authorized to execute any documents necessary to complete the abandonment contemplated herein.

SECTION 5. This ordinance shall take effect on the later of (a) the date of its final passage or (b) the date of entry of and Agreed Final Judgment in that certain lawsuit styled *The City of Sachse, Texas vs. The Trull Foundation*, Cause No. CC-11-03461-C in the County Court at Law No. 3, Dallas County, Texas, but in no case earlier than the publication of the caption of this Ordinance as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2012.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

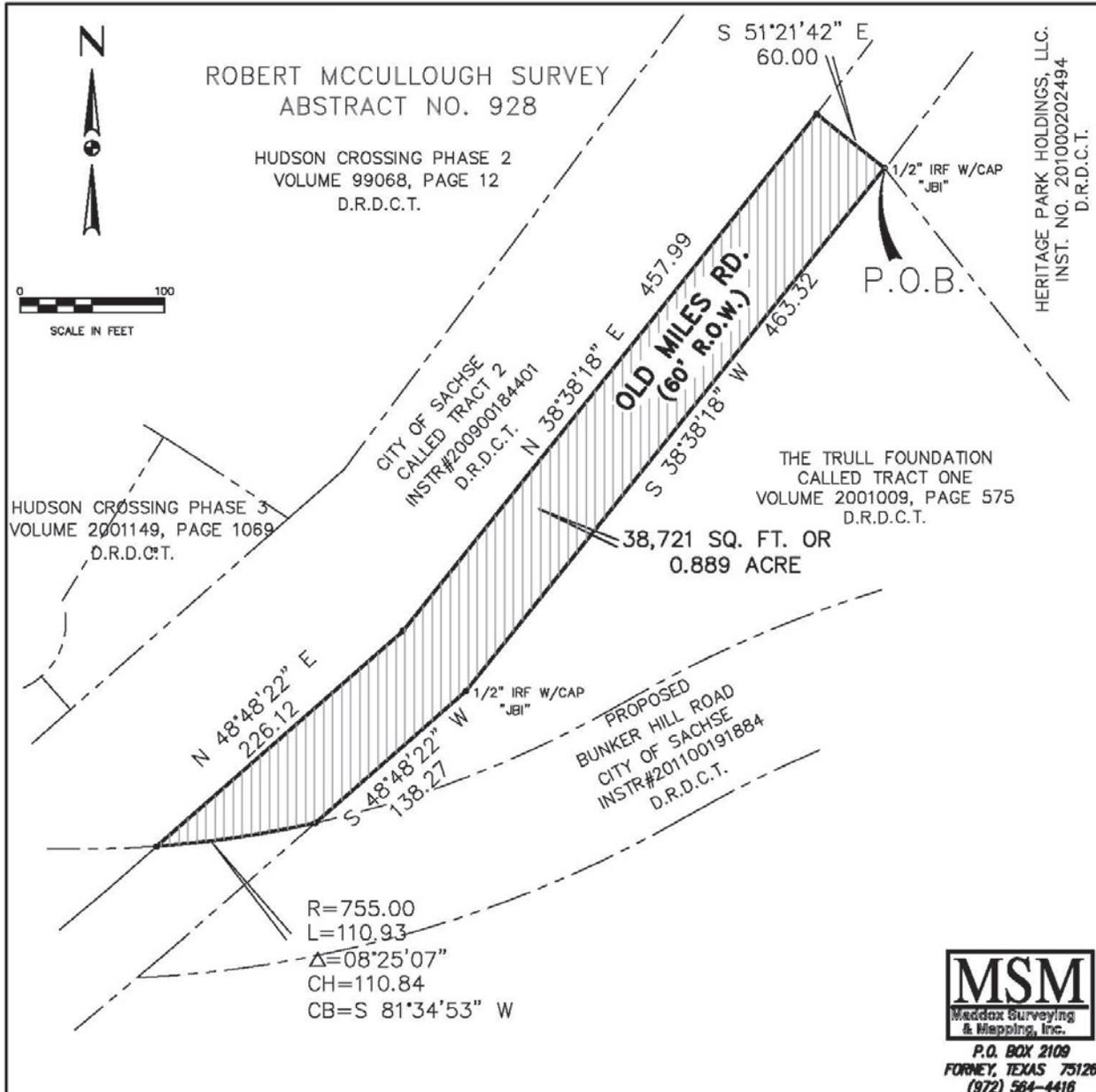
Terry Smith
City Secretary

APPROVED AS TO FORM:



for
Peter G. Smith
City Attorney
(Rev'd by Kevin B. Laughlin 3/27/12 53683)

ORDINANCE NO. _____
EXHIBIT "A"
LEGAL DESCRIPTION AND SURVEY OF TRACT 1 OF
OLD MILES ROAD TO BE ABANDONED



OLD MILES ROAD
0.889 ACRE R.O.W. EXHIBIT

SKETCH SHOWING A 0.889 ACRE R.O.W. AREA, EMBRACING A PORTION OF OLD MILES ROAD A 60 FEET WIDE RIGHT-OF-WAY RECORDED IN VOLUME 1869, PAGE 14 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
 FEBRUARY 10, 2012

ORDINANCE NO. _____
EXHIBIT "A" (cont.)
LEGAL DESCRIPTION AND SURVEY OF TRACT 1 OF
OLD MILES ROAD TO BE ABANDONED

0.889 ACRE R.O.W. EXHIBIT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of Old Miles Road a 60 feet wide right-of-way recorded in Volume 1869, Page 14 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "J.B.I." found for the most northerly corner of a tract of land described by deed to The Trull Foundation recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE South 38 degrees 38 minutes 18 seconds West along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 463.32 feet to a 1/2 inch iron rod with cap stamped "J.B.I." found at an angle point in same;

THENCE South 48 degrees 48 minutes 22 seconds West continuing along said common line, a distance of 138.27 feet to a point for the beginning of a non-tangent curve to the right having a radius of 755.00 feet, a central angle of 08 degrees 25 minutes 07 seconds, and a chord which bears South 81 degrees 34 minutes 53 seconds West, 110.84 feet;

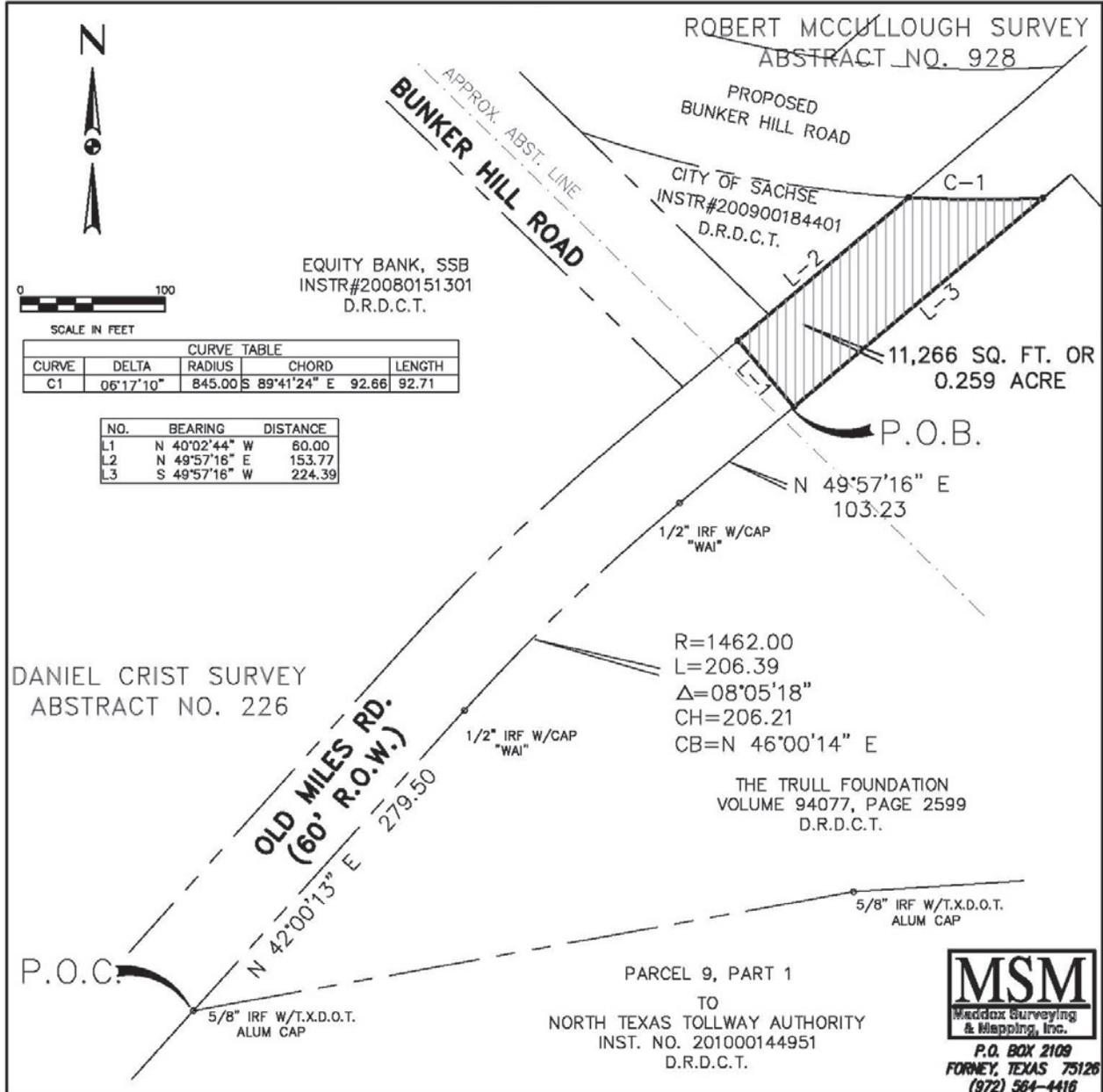
THENCE in a southwesterly direction along said non-tangent curve to the right, an arc distance of 110.93 feet to a point lying on the northwest line of said Old Miles Road, also lying on the southeast line of a tract of land described by deed to the City of Sachse (Tract 2), recorded in Instrument Number 200900184401 of the Deed Records of Dallas County, Texas;

THENCE North 48 degrees 48 minutes 22 seconds East along the common line of said Old Miles Road and said Tract 2, a distance of 226.12 feet to a point for corner;

THENCE North 38 degrees 38 minutes 18 seconds East continuing along the common line of said Old Miles Road and said Tract 2, a distance of 457.99 feet to a point for corner;

THENCE South 51 degrees 21 minutes 42 seconds East, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 38,721 square feet or 0.889 of an acre of land.

ORDINANCE NO. _____
EXHIBIT "B"
LEGAL DESCRIPTION AND SURVEY OF TRACT 2 OF
OLD MILES ROAD TO BE ABANDONED



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 (972) 564-4416

OLD MILES ROAD
 0.259 ACRE R.O.W. EXHIBIT

SKETCH SHOWING A 0.259 ACRE R.O.W.
 AREA, EMBRACING A PORTION OF OLD MILES ROAD
 A 60 FEET WIDE RIGHT-OF-WAY
 RECORDED IN VOLUME 1869, PAGE 14
 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
 FEBRUARY 10, 2012

ORDINANCE NO. _____
EXHIBIT "B" (cont.)
LEGAL DESCRIPTION AND SURVEY OF TRACT 2 OF
OLD MILES ROAD TO BE ABANDONED

FIELD NOTES DESCRIPTION:

0.259 ACRE R.O.W. EXHIBIT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of Old Miles Road a 60 feet wide right-of-way recorded in Volume 1869, Page 14 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "T.X.D.O.T." found for the northwest corner of a tract of land described by deed to North Texas Tollway Authority (Parcel 9, Part 1) recorded in Instrument Number 201000144951 of the Deed Records of Dallas County, Texas, also for the southwest corner of a tract of land described by deed To The Trull Foundation recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE North 42 degrees 00 minute 13 seconds East along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 279.50 feet to a 1/2 inch iron rod with cap stamped "W.A.I." found at the beginning of curve to the right having a radius of 1462.00 feet, a central angle of 08 degrees 05 minutes 18 seconds, and a chord which bears North 46 degrees 00 minute 14 seconds East, 206.21 feet;

THENCE in a northeasterly direction along said curve to the right and said common line, an arc distance of 206.39 feet to 1/2 inch iron rod with cap stamped "W.A.I." found at an angle point in same;

THENCE North 49 degrees 57 minutes 16 seconds East continuing along said common line, a distance of 103.23 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 40 degrees 02 minutes 44 seconds West leaving said common line, a distance of 60.00 feet to a point on the northwest line of said Old Miles Road;

THENCE North 49 degrees 57 minutes 16 seconds East along the northwest line of said Old Miles Road, a distance of 153.77 feet to the beginning of a non-tangent curve to the left having a radius of 845.00 feet, a central angle of 06 degrees 17 minutes 10 seconds, and a chord which bears South 89 degrees 41 minutes 24 seconds East, 92.66 feet;

THENCE in a southeasterly direction along said non-tangent curve to the left, an arc distance of 92.71 feet to a point lying on the southeast line of said Old Miles Road;

THENCE South 49 degrees 57 minutes 16 seconds West along the southeast line of said Old Miles Road, a distance of 224.39 feet to the **POINT OF BEGINNING** and containing 11,266 square feet or 0.259 of an acre of land.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made by and between the **City of Sachse, Texas**, a home rule municipality chartered pursuant to Tex. Const. Art. XI, §5, hereinafter referred to as the “City,” and **The Trull Foundation**, hereinafter referred to as “Foundation”.

RECITALS

WHEREAS, the City filed an *Original Petition in Eminent Domain* in Cause No. CC-11-03461-C in the County Court at Law No. 3, Dallas County, Texas, styled *The City of Sachse, Texas vs. The Trull Foundation* (“the Lawsuit”); and

WHEREAS, a hearing was held on August 17, 2011, before the Special Commissioners appointed by the Court in the Lawsuit, after which the Special Commissioners awarded Foundation the amount of Five Hundred Thirty-One Thousand Three Hundred Six Dollars (\$531,306.00) in damages for the City’s taking of the interests in real property described in City’s Original Petition in the Lawsuit (the “Award”); and

WHEREAS, City deposited the funds in the amount of the Award into the registry of the Court on September 1, 2011; and

WHEREAS, Foundation filed its Objections to the Award on September 12, 2011; and

WHEREAS, the court signed that certain *Order for Unopposed Motion to Withdraw Special Commissioners Award From the Registry of the Court for Defendant, The Trull Foundation* on October 7, 2011; and

WHEREAS Foundation withdrew the funds deposited by City into the registry of the court on October 13, 2011; and

WHEREAS, City and Foundation desire to compromise and settle the Lawsuit and to that end have negotiated this Agreement for that purpose;

NOW, THEREFORE, for and in consideration the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and Foundation agree as follows:

1. **Entry of Agreed Judgment:** Upon the execution of this Agreement, the parties, through their respective attorneys, shall sign and submit to the Court in the Lawsuit an Agreed Final Judgment substantially in the form set forth in Exhibit “A” attached hereto and incorporated herein by reference. Foundation hereby understands, acknowledges, and agrees that upon signing of the Agreed Final Judgment by the Court pursuant to this Agreement that said judgment will become final and not appealable in the same manner as if the judgment had been signed and entered in accordance with Tex. Prop. Code §21.061.

2. **Vacating Northeast Segment of Old Miles Road:** City agrees to adopt an ordinance abandoning and vacating the portion of Old Miles Road generally running northeast of its intersection with Bunker Hill Road adjacent to Foundation's property, said ordinance to be substantially as set forth in Exhibit "B", attached hereto and incorporated herein by reference, which ordinance shall become effective upon signing of the Agreed Final Judgment by the Court. Foundation understands, acknowledges, and agrees that City makes no warranty of title as to the real property burdened by the portion of real property described in Exhibit "B," said ordinance constituting a mere release and quitclaim of City's right, title and interest in the property described in Exhibit "B" save and except the reservation of the utility, drainage, and access easements described in Exhibit "B."

3. **Vacating Southwest Segment of Old Miles Road:** City agrees to convey to Foundation a portion of Old Miles Road generally running to the southwest from its intersection of Bunker Hill Road to its intersection with the State Highway 190 (President George Bush Turnpike) right-of-way pursuant to a Deed Without Warranty substantially in the form set forth in Exhibit "C," attached hereto and incorporated herein by reference, subject to the reservations of easements set forth in Exhibit "C". City and Foundation understand, acknowledge, and agree that the property described in Exhibit "C" is a strip of land being conveyed to Foundation as an abutting owner of fee simple title to the property in accordance with Texas Local Government Code §272.001(b) and, for that purpose, Foundation hereby warrants that it is the owner of fee simple title to the property located generally to the south and east of the property described in Exhibit "C".

4. **Median Openings:** City agrees to include in its design and construction of Bunker Hill Road two (2) median openings generally at locations set forth in Exhibit "D," attached hereto and incorporated herein by reference subject to the following:

a. City shall only be obligated to design and construct Bunker Hill Road in such a manner that it will not be necessary to remove or relocate utilities or other structures (other than the removal of any curb and gutter) at the time of construction of any acceleration, deceleration, or turning lanes constructed in association with use of the median openings; and

b. City agrees to construct the median openings and crossings at no cost to Foundation at the locations shown in Exhibit "D," hereto; provided, however, Foundation understands, acknowledges, and agrees that City's obligations in this Section 4.b. shall be limited to removal of any existing curb and gutter, construction of any new curb and gutter, and paving of the median crossing, but shall not include the construction of any acceleration, deceleration or turn lanes within the median notwithstanding that such lanes are depicted on Exhibit "D," hereto..

5. **Dedication of Water and Sewer Utility Easements:** Foundation agrees to dedicate to City two ten foot (10.0) wide water and sanitary utility easements for the length of Bunker Hill Road along the frontage of the Foundation's property, said easements to be dedicated pursuant to the form substantially as set forth in Exhibit "E," attached hereto and incorporated herein by reference.

6. **Dedication of Access Easement:** Foundation agrees to dedicate to the public a non-exclusive temporary access easement allowing for ingress and egress to the median opening indicated on Exhibit “E” to and from property not owned by the Foundation, said easement to be substantially in the form set forth in Exhibit “F,” attached hereto and incorporated herein by reference.

7. **Property Taxes:** Foundation agrees that it is and shall be solely liable and responsible for the payment of the amount of ad valorem taxes assessed against the Property prior to the date the Agreed Final Judgment is signed and entered in the Lawsuit, if any, to the extent such taxes have not already been paid.

8. **Restoration of Foundation’s Property:** City agrees to restore, or have restored, Foundation’s property being used for the Temporary Construction Easement substantially to the condition existing prior to the commencement of the construction of Bunker Hill Road. In the event City’s contractor travels across, locates vehicles or materials on, or disposes of waste of any form on Foundation’s property outside the area of any easement conveyed to City, immediately upon receipt of notification from Foundation, City shall have its contractor immediately restore any portion of Foundation’s property to the condition said property was in prior to City’s contractor entering Foundation’s property.

9. **Costs and Attorneys Fees:** The parties hereby agree that with respect to the Lawsuit, the preparation and negotiation of this Agreement and all matters related to the subject matter of the Lawsuit, each Party shall bear its costs of its own attorneys fees. Costs of court related to the filing of the Lawsuit and all other court costs that may be assessed by the court in the Lawsuit shall be the responsibility of the City.

10. **Entire Agreement:** This Agreement, together with its exhibits, constitutes the entire agreement of the parties concerning the settlement of the Lawsuit.

11. **Amendment:** This Agreement may be amended only by an instrument in writing signed by the parties.

12. **Assignment:** This Agreement may not be assigned by any of the parties hereto without the express written consent of the other parties.

13. **Survival:** The obligations of this Agreement that cannot be performed before termination of this Agreement will survive termination of this Agreement, and the legal doctrine of merger will not apply to these matters.

14. **Choice of Law; Venue; Alternative Dispute Resolution:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas, wherein exclusive venue of any action to enforce any provision hereof shall lie.

15. **Waiver of Default:** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

16. **No Third-Party Beneficiaries:** There are no third-party beneficiaries to this Agreement.

17. **Severability:** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added, automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

18. **Ambiguities Not to Be Construed against Party Who Drafted Agreement:** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

19. **Binding Effect:** This Agreement shall be binding and inure to the benefit of the City and Foundation and their respective successors and assigns.

20. **Exhibits Incorporated.** All exhibits attached to this Agreement are incorporated herein by reference and constitute additional terms and conditions of this Agreement as if fully set forth in the main body of this Agreement.

21. **Effective Date:** The Effective Date of this Agreement is the last date this Agreement is signed by authorized representatives of the City and Foundation. References to the date of execution of this Agreement are to the Effective Date.

(Signatures on Following Page)

SIGNED AND AGREED by The Trull Foundation this the ____ day of _____, 2012.

THE TRULL FOUNDATION

By: _____
Colleen Claybourn, Chairman of the Board

APPROVED AS TO FORM:

By: _____
Richard G. Rogers
Attorney for The Trull Foundation

SIGNED AND AGREED by the City of Sachse, Texas, this the _____ day of _____, 2012.

THE CITY OF SACHSE, TEXAS

By: _____
William K. George, City Manager

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
FORM OF AGREED FINAL JUDGMENT

CAUSE NO. CC-11-03461-C

THE CITY OF SACHSE, TEXAS,	§	IN THE COUNTY COURT
<i>Plaintiff</i>	§	
	§	
V.	§	AT LAW NO. 3
	§	
THE TRULL FOUNDATION,	§	
<i>Defendant</i>	§	DALLAS COUNTY, TEXAS

AGREED FINAL JUDGMENT

On this date, the Court considered the Award of the Special Commissioners ("Award") and pleadings filed in the above eminent domain proceeding and found that:

A. The Award was filed with this court on August 31, 2011, after Defendant had been served with due notice of the hearing thereon;

B. On September 1, 2011, Plaintiff paid the amount of the Award into the registry of the court subject to the order of the Defendant;

C. The Defendant timely filed its Objections to the Award of Special Commissioners on September 12, 2011, as provided in Section 21.018 of the Texas Property Code;

D. This Court signed that certain *Order for Unopposed Motion to Withdraw Special Commissioners Award From the Registry of the Court for Defendant, The Trull Foundation* on October 7, 2011;

E. Defendant, The Trull Foundation, withdrew the funds deposited by Plaintiff into the registry of the Court on October 13, 2011

F. The amount of the award was greater than Plaintiff's final offer to Defendant before this proceeding was commenced;

G. On the date hereof, the parties announced to the Court that they had entered

into a Settlement Agreement regarding the matters in dispute and the Award of the Special Commissioners.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. The Award of the Special Commissioners is adopted as the judgment of this Court;
2. This Judgment and the Award be recorded in the minutes of this Court;
3. Plaintiff is empowered by Section 2.01, "General Powers of the City," of the Charter of the City of Sachse, TEXAS CONSTITUTION Art. XI §5, TEXAS CONSTITUTION Art. I §17, , and Tex. Loc. Govt. Code §251.001 to exercise the power of eminent domain for a public purpose to acquire an interest in private property inside or outside the municipality for the purpose of the straightening, widening or extending of any street or roadway and for the purpose of providing, enlarging or improving drainage.
4. Plaintiff is entitled to condemn and hereby has judgment against Defendant for the fee simple title to the surface estate only of the following described property in the City of Sachse, Dallas County, Texas, for construction of public streets and utilities:

BEING PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing portions of tracts of land described in the deeds to The Trull Foundation recorded in Volume 94077, Page 2599, called Tract Three in Volume 96158, Page 6025, and called Tract One in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the southeast line of Old Miles Road, a 60 feet wide right of way, for the west corner of said Tract One, the northwest corner of said Tract Three, and the north corner of said Trull Foundation tract recorded in Volume 94077, Page 2599;

THENCE North 48 degrees 48 minutes 22 seconds East, along the southeast line of said Old Miles Road and the northwest line of said Tract One, a distance of 137.88 feet to a point for the beginning of a non-tangent curve to the left;

THENCE in a northeasterly direction along said curve to the left and through the interior of said Tract One, having a radius of 755.00 feet, a central angle of 17 degrees 31 minutes 18 seconds, a chord which bears North 68 degrees 36 minutes 41 seconds East, a distance of 229.99 feet, and an arc length of 230.89 feet to a point for the beginning of a curve to the right;

THENCE in a northeasterly direction along said curve to the right, having a radius of 845.00 feet, a central angle of 27 degrees 15 minutes 24 seconds, a chord which bears North 73 degrees 28 minutes 44 seconds East, a distance of 398.20 feet, and an arc length of 401.98 feet to a point in the northeast line of said Tract One and the southwest line of a tract of land described by deed to Heritage Park Holdings, LLC., recorded in Instrument No. 201000202494 of said Deed Records;

THENCE South 38 degrees 22 minutes 10 seconds East, along the northeast line of said Tract One and the southwest line of said Heritage Park, a distance of 112.56 feet to a point for corner, from which a 5/8 inch iron rod with cap stamped "HALFF" found at the most easterly northeast corner of said Trull Foundation tract recorded in Volume 2001009, Page 575 and the southeast corner of said Heritage Park tract bears South 38 degrees 22 minutes 10 seconds East, 164.64 feet;

THENCE South 88 degrees 53 minutes 18 seconds West, through the interior of said Tract One, a distance of 41.89 feet to the beginning of a curve to the left;

THENCE in a southwesterly direction along said curve to the left, having a radius of 755.00 feet, a central angle of 29 degrees 02 minutes 15 seconds, a chord which bears South 74 degrees 22 minutes 09 seconds West, a distance of 378.55 feet, and an arc length of 382.63 feet to a point for the beginning of a curve to the right;

THENCE in a southwesterly direction along said curve to the right, having a radius of 845.00 feet, a central angle of 27 degrees 19 minutes 01 seconds, a chord which bears South 73 degrees 30 minutes 31 seconds West, a distance of 399.06 feet, and an arc length of 402.86 feet to a point in the northwest line of said Trull Foundation tract recorded in Volume 94077, Page 2599 and the southeast line of said Old Miles Road;

THENCE North 49 degrees 57 minutes 16 seconds East, along the southeast line of said Old Miles Road and the northwest line of said Trull Foundation tract recorded in Volume 94077, Page 2599, a distance of 25.53 feet to the **POINT OF BEGINNING** and containing 65,931 square feet or 1.514 of an acre of land.

The Basis of Bearings for this survey are based on the State Plane Coordinate System NAD83, Texas - North Central Zone 4202. Static Global Positioning System points (Grid) are shown below:

MSM01: N: 7039719.398
E: 2550584.072
ELEV: 533.191
C.S.F.: 0.99985226

MSM02: N: 7034835.563
E: 2559144.832
ELEV: 528.076
C.S.F.: 0.99985288

To convert to surface, use a combined scale factor of: 1.000147451; and

5. Plaintiff is entitled to condemn and hereby has judgment against Defendant for a public drainage easement into, upon, over, and across, the following described property in the City of Sachse, Dallas County, Texas:

BEING PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of a tract of land described as Tract One in the deed to The Trull Foundation recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point from which a 1/2 inch iron rod found in the west line of New Miles Road, a 100 feet wide right of way, for the southeast corner of said Tract One bears South 57 degrees 05 minutes 35 seconds East, a distance of 460.04 feet and a 1/2 inch iron rod found in the east line of Old Miles Road, a 60 feet wide right of way, for the west corner of said Tract One bears South 73 degrees 45 minutes 14 seconds West, a distance of 484.87 feet;

THENCE North 21 degrees 14 minutes 10 seconds West, a distance of 10.00 feet to a point for the beginning of a non-tangent curve to the right;

THENCE in a northeasterly direction along said curve to the right, having a radius of 755.00 feet, a central angle of 01 degree 08 minutes 18 seconds, a chord which bears North 68 degrees 45 minutes 50 seconds East, a distance of 15.00 feet, and an arc length of 15.00 feet to the end of said curve to the right;

THENCE South 21 degrees 14 minutes 10 seconds East, a distance of 10.00 feet to a point for the beginning of a non-tangent curve to the right;

THENCE in a southwesterly direction along said curve to the right, having a radius of 745.00 feet, a central angle of 01 degree 09 minutes 13 seconds, a chord which bears South 68 degrees 45 minutes 50 seconds West, a distance of 15.00 feet, and an arc length of 15.00 feet to the POINT OF BEGINNING and containing 150 square feet or 0.003 of an acre of land.

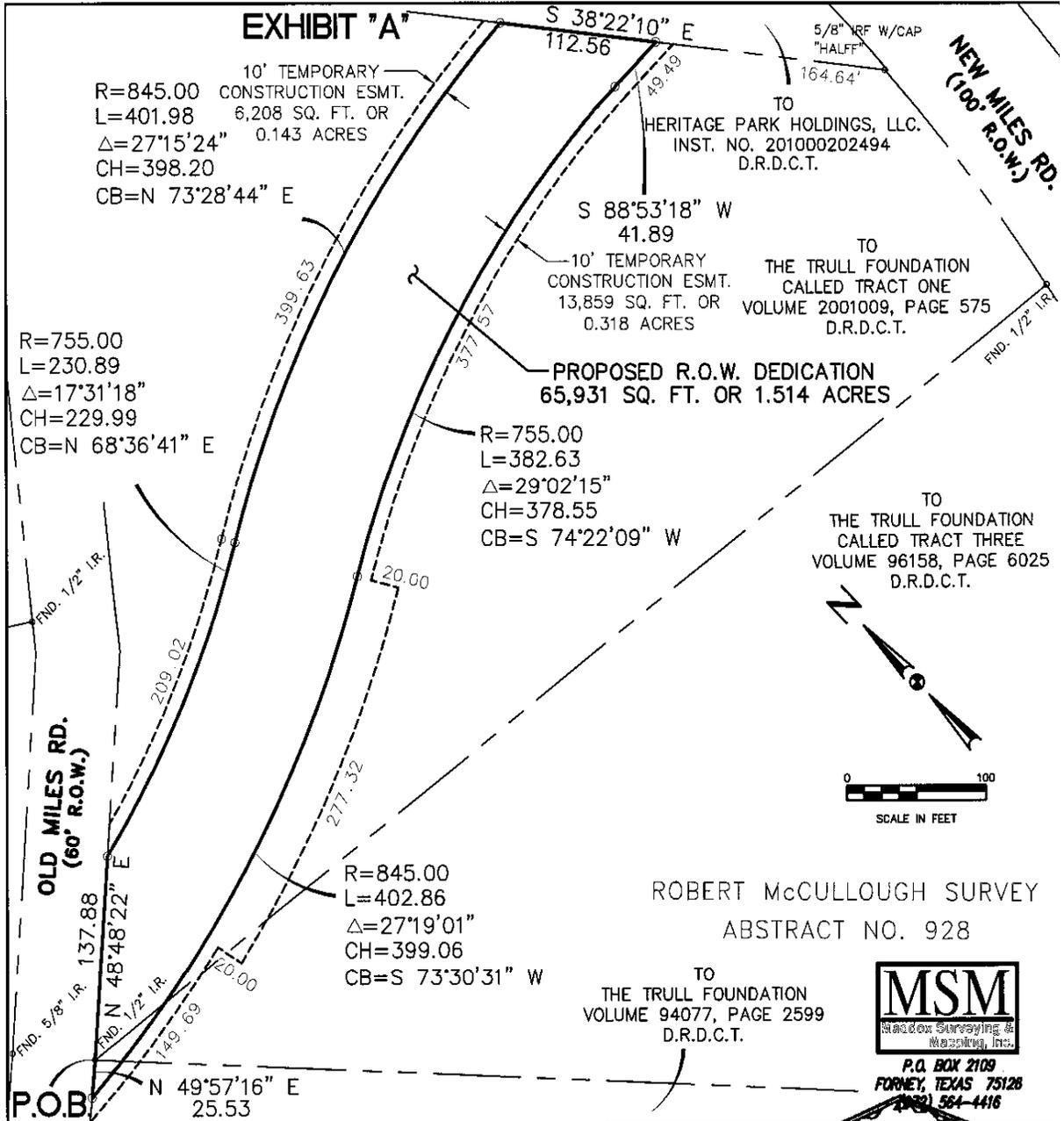
The Basis of Bearings for this survey are based on the State Plane Coordinate System NAD83, Texas - North Central Zone 4202. Static Global Positioning System points (Grid) are shown below:

MSM01: N: 7039719.398
E: 2550584.072
ELEV: 533.191
C.S.F.: 0.99985226

MSM02: N: 7034835.563
E: 2559144.832
ELEV: 528.076
C.S.F.: 0.99985288

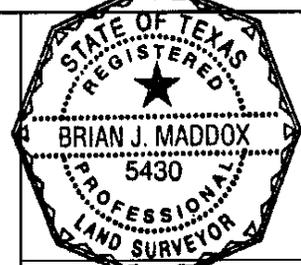
To convert to surface, use a combined scale factor of: 1.000147451; and

6. Plaintiff is entitled to condemn and hereby has judgment against Defendant for a temporary variable width construction easement into, upon, over, and across, the surface of the following 0.143 acre and 0.318 acre tracts of land in the City of Sachse, Dallas County, Texas, depicted in the following survey:



**THE TRULL FOUNDATION
 1.514 ACRE R.O.W. DEDICATION**

SKETCH SHOWING A 1.514 ACRE R.O.W. DEDICATION, EMBRACING PORTIONS OF TRACTS OF LAND DESCRIBED IN THE DEEDS TO THE TRULL FOUNDATION RECORDED IN THE DEED RECORDS OF DALLAS COUNTY, TEXAS.



BRIAN J. MADDOX, R.P.L.S. #5430
 FEBRUARY 23, 2011

BJM
 2-23-11

7. Plaintiff further does not by this judgment acquire, and there is hereby reserved unto Defendant and/or prior grantors who have previously made such reservations, all oil, gas and other minerals beneath the surface of the real property described in Paragraph 4, 5, and 6 of this Agreed Final Judgment (hereafter collectively referred to as “the Property”), provided that the owners of the oil, gas and other minerals in and under the Property shall have no right whatsoever to enter upon or use the surface of the Property for the purpose of exploring for, drilling, mining or developing said oil, gas and other minerals, but will be permitted to extract oil, gas and other minerals from and under the Property by directional drilling or other means from land located outside the boundaries of the Property so long as Plaintiff’s use of the Property for the purposes set forth herein is not disturbed, and the facilities located and to be located thereon and the public’s use of the same are not obstructed, endangered or interfered with.

8. If necessary, a writ of possession for the Property issued in favor of Plaintiff;

9. Defendant recovers from Plaintiff \$531,306.00, such sum being the amount of the award deposited by Plaintiff in the registry of this court on or about September 1, 2011, and paid by the clerk of this court to Defendant on October 13, 2011, pursuant to that certain *Order for Unopposed Motion to Withdraw Special Commissioners Award From the Registry of the Court for Defendant, The Trull Foundation* signed by this Court on October 7, 2011.

10. Costs of this proceeding be taxed against Plaintiff pursuant to Sections 21.047 and 21.048 of the Texas Property Code.

11. Any relief not granted herein is hereby denied.

SIGNED this _____ day of _____, 2012.

JUDGE PRESIDING

AGREED AND APPROVED AS TO FORM:

NICHOLS, JACKSON, DILLARD, HAGER & SMITH, L.L.P

By: _____

Victoria W. Thomas
State Bar No. 24059913
Kevin B. Laughlin
State Bar No. 11992510
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Telephone (214) 965-9900
Facsimile: (214) 965-0010

ATTORNEYS FOR PLAINTIFF, THE CITY OF SACHSE

LAW OFFICE OF RICHARD G. ROGERS

By: _____

Richard G. Rogers
State Bar No. 17186000
3100 Monticello Avenue, Suite 125
Dallas, Texas 75205
Telephone: (214) 920-9500
Facsimile: (214) 920-9501

ATTORNEY FOR DEFENDANT, THE TRULL FOUNDATION

**EXHIBIT “B”
FORM OF ORDINANCE VACATING EASTERN PORTION
OF OLD MILES ROAD**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST IN PORTIONS OF OLD MILES ROAD DESCRIBED AND DEPICTED IN EXHIBIT “A” AND EXHIBIT “B”, ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT IN SAID ABANDONED STREET; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owners, hereinafter referred to as Grantees, deems it advisable to abandon and quitclaim the hereinafter described rights-of-way to Grantees, and is of the opinion and finds that said rights-of-way are not needed for public use and should be abandoned and quitclaimed to Grantees, subject to the reservations and conditions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates and quitclaims in favor of the abutting property owners all of the City’s right, title and interest of the public in and to the portion of Old Miles Road, together with all improvements constructed on the surface thereof, described and depicted in Exhibit “A” and Exhibit “B”, respectively, attached hereto and incorporated herein by reference.

SECTION 2. The abandonment and vacation of the right-of-way described in Exhibit “A,” and Exhibit “B” hereto, is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise owned by third-parties. Furthermore, the City hereby reserves unto itself and public utility companies the non-exclusive right at any time to lay, construct, maintain, repair, and remove telecommunication, electrical, water, gas, storm sewer and sanitary sewer lines and appurtenances in, above, over, and underneath the real property described and depicted in Exhibit “A” for the benefit of the City and authorized public utility companies. The City further reserves for itself an access easement for the purpose of providing access to City, its officers, employees, agents, and contractors to City’s property described in that certain Special Warranty Deed dated June 22, 2009, and filed June 29, 2009, as Instrument Number 200900184401, Official Public Records, Dallas County, Texas.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to abutting property owners, and the recording of this abandonment ordinance in the Official Public Records of Dallas County, Texas, shall serve as the quitclaim deed of the City of Sachse, Texas, of all the right, title or interest of the City of Sachse, Texas, in and to said street right-of-way described and depicted in Exhibit "A", hereto, subject to the limitations and reservations of this Ordinance.

SECTION 4. The City Manager is authorized to execute any documents necessary to complete the abandonment contemplated herein.

SECTION 5. This ordinance shall take effect on the later of (a) the date of its final passage or (b) the date of entry of and Agreed Final Judgment in that certain lawsuit styled *The City of Sachse, Texas vs. The Trull Foundation*, Cause No. CC-11-03461-C in the County Court at Law No. 3, Dallas County, Texas, but in no case earlier than the publication of the caption of this Ordinance as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2012.

APPROVED:

Mike Felix
Mayor

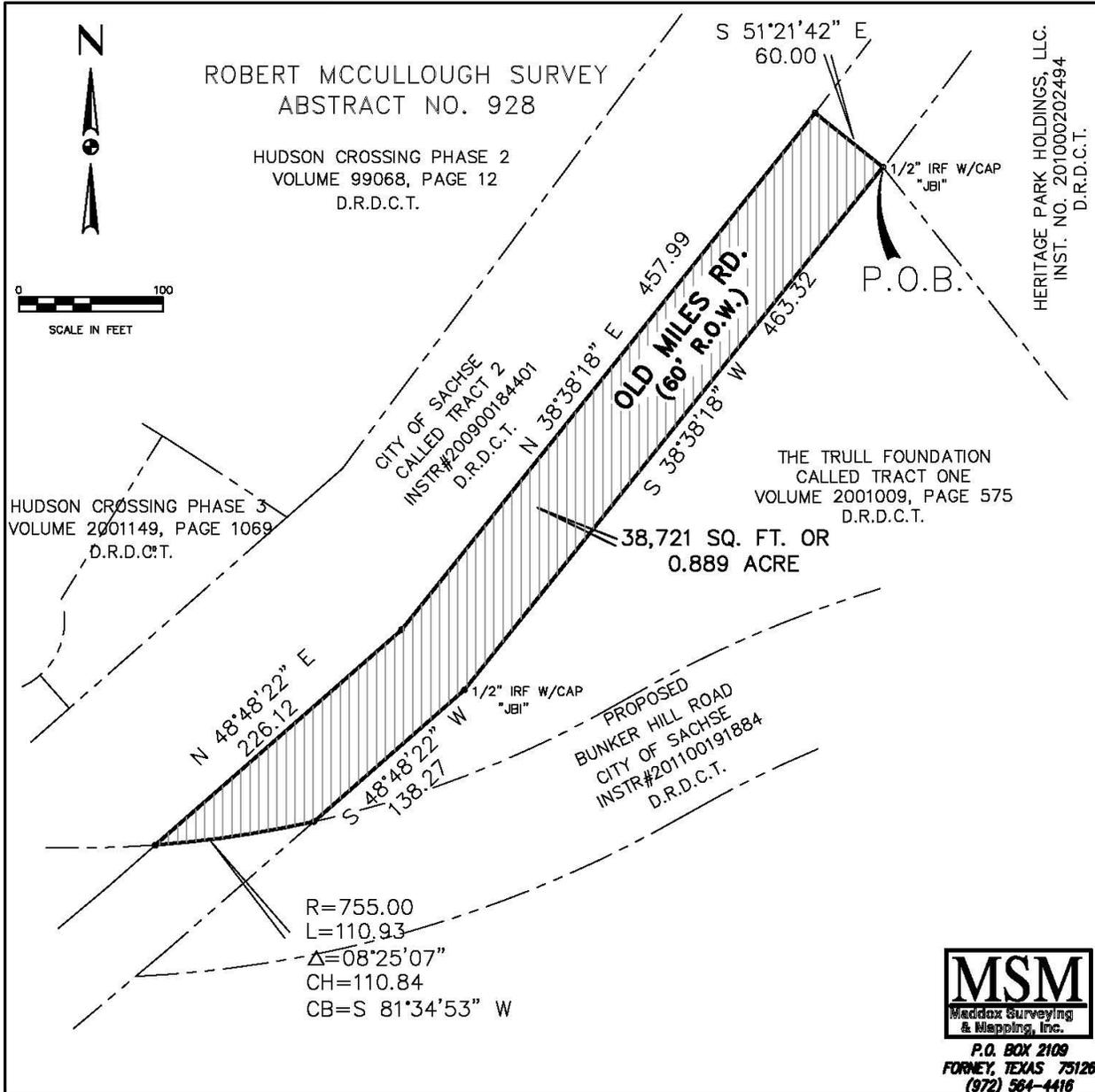
DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(Rev'd by Kevin B. Laughlin 3/15/12 53683)

ORDINANCE NO. _____
EXHIBIT "A"
LEGAL DESCRIPTION AND SURVEY OF TRACT 1 OF
OLD MILES ROAD TO BE ABANDONED



OLD MILES ROAD
 0.889 ACRE R.O.W. EXHIBIT

SKETCH SHOWING A 0.889 ACRE R.O.W.
 AREA, EMBRACING A PORTION OF OLD MILES ROAD
 A 60 FEET WIDE RIGHT-OF-WAY
 RECORDED IN VOLUME 1869, PAGE 14
 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
 FEBRUARY 10, 2012

ORDINANCE NO. _____
EXHIBIT "A" (cont.)
LEGAL DESCRIPTION AND SURVEY OF TRACT 1 OF
OLD MILES ROAD TO BE ABANDONED

0.889 ACRE R.O.W. EXHIBIT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of Old Miles Road a 60 feet wide right-of-way recorded in Volume 1869, Page 14 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "J.B.I." found for the most northerly corner of a tract of land described by deed to The Trull Foundation recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE South 38 degrees 38 minutes 18 seconds West along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 463.32 feet to a 1/2 inch iron rod with cap stamped "J.B.I." found at an angle point in same;

THENCE South 48 degrees 48 minutes 22 seconds West continuing along said common line, a distance of 138.27 feet to a point for the beginning of a non-tangent curve to the right having a radius of 755.00 feet, a central angle of 08 degrees 25 minutes 07 seconds, and a chord which bears South 81 degrees 34 minutes 53 seconds West, 110.84 feet;

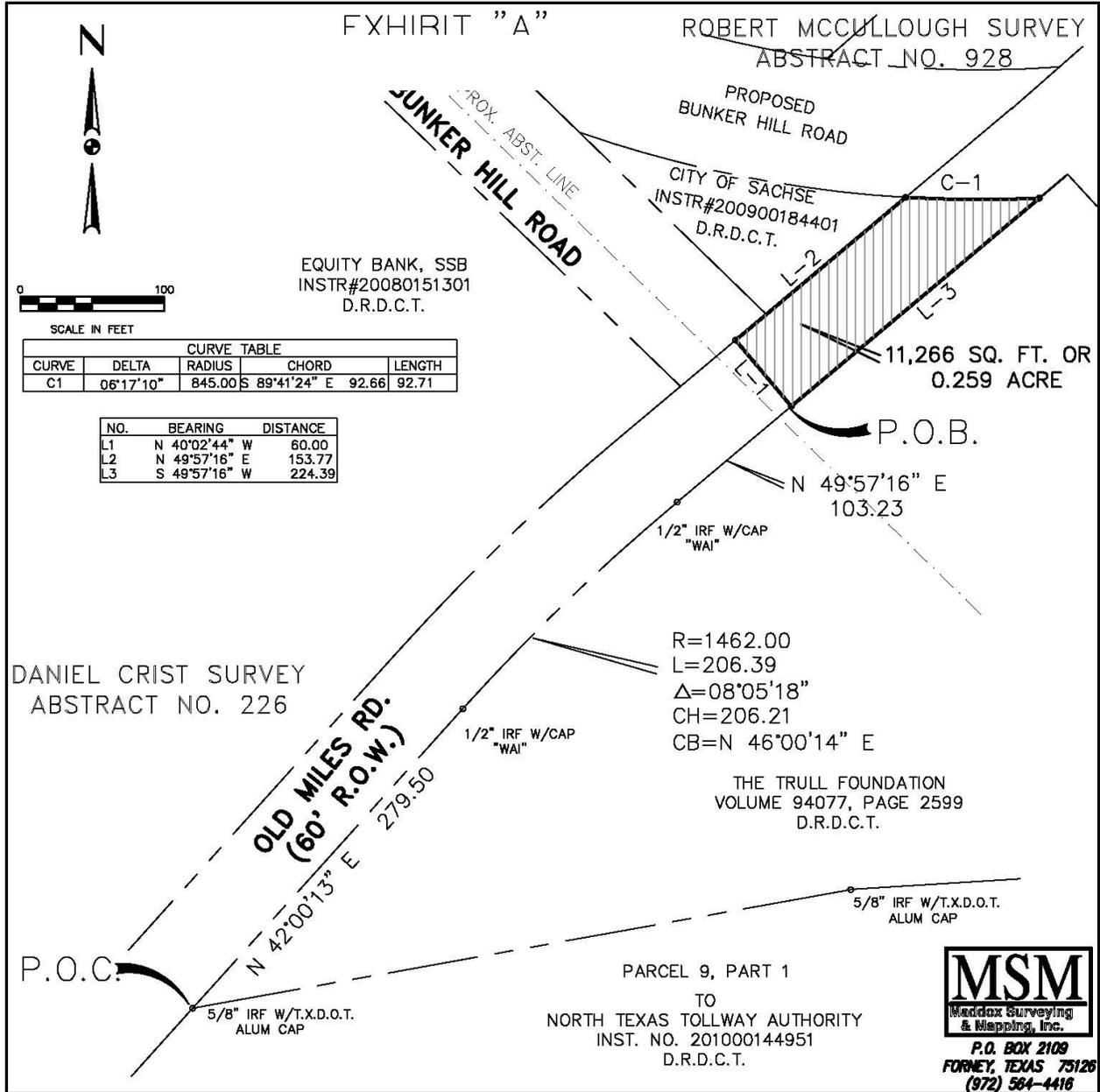
THENCE in a southwesterly direction along said non-tangent curve to the right, an arc distance of 110.93 feet to a point lying on the northwest line of said Old Miles Road, also lying on the southeast line of a tract of land described by deed to the City of Sachse (Tract 2), recorded in Instrument Number 200900184401 of the Deed Records of Dallas County, Texas;

THENCE North 48 degrees 48 minutes 22 seconds East along the common line of said Old Miles Road and said Tract 2, a distance of 226.12 feet to a point for corner;

THENCE North 38 degrees 38 minutes 18 seconds East continuing along the common line of said Old Miles Road and said Tract 2, a distance of 457.99 feet to a point for corner;

THENCE South 51 degrees 21 minutes 42 seconds East, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 38,721 square feet or 0.889 of an acre of land.

ORDINANCE NO. _____
EXHIBIT "B"
LEGAL DESCRIPTION AND SURVEY OF TRACT 2 OF
OLD MILES ROAD TO BE ABANDONED



MSM
Maddox Surveying
& Mapping, Inc.
P.O. BOX 2109
FORNEY, TEXAS 75126
(972) 564-4416

OLD MILES ROAD
0.259 ACRE R.O.W. EXHIBIT

SKETCH SHOWING A 0.259 ACRE R.O.W. AREA, EMBRACING A PORTION OF OLD MILES ROAD A 60 FEET WIDE RIGHT-OF-WAY RECORDED IN VOLUME 1869, PAGE 14 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

BRIAN J. MADDOX, R.P.L.S. #5430
FEBRUARY 10, 2012

ORDINANCE NO. _____
EXHIBIT "B" (cont.)
LEGAL DESCRIPTION AND SURVEY OF TRACT 2 OF
OLD MILES ROAD TO BE ABANDONED

FIELD NOTES DESCRIPTION:

0.259 ACRE R.O.W. EXHIBIT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of Old Miles Road a 60 feet wide right-of-way recorded in Volume 1869, Page 14 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "T.X.D.O.T." found for the northwest corner of a tract of land described by deed to North Texas Tollway Authority (Parcel 9, Part 1) recorded in Instrument Number 201000144951 of the Deed Records of Dallas County, Texas, also for the southwest corner of a tract of land described by deed To The Trull Foundation recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE North 42 degrees 00 minute 13 seconds East along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 279.50 feet to a 1/2 inch iron rod with cap stamped "W.A.I." found at the beginning of curve to the right having a radius of 1462.00 feet, a central angle of 08 degrees 05 minutes 18 seconds, and a chord which bears North 46 degrees 00 minute 14 seconds East, 206.21 feet;

THENCE in a northeasterly direction along said curve to the right and said common line, an arc distance of 206.39 feet to 1/2 inch iron rod with cap stamped "W.A.I." found at an angle point in same;

THENCE North 49 degrees 57 minutes 16 seconds East continuing along said common line, a distance of 103.23 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 40 degrees 02 minutes 44 seconds West leaving said common line, a distance of 60.00 feet to a point on the northwest line of said Old Miles Road;

THENCE North 49 degrees 57 minutes 16 seconds East along the northwest line of said Old Miles Road, a distance of 153.77 feet to the beginning of a non-tangent curve to the left having a radius of 845.00 feet, a central angle of 06 degrees 17 minutes 10 seconds, and a chord which bears South 89 degrees 41 minutes 24 seconds East, 92.66 feet;

THENCE in a southeasterly direction along said non-tangent curve to the left, an arc distance of 92.71 feet to a point lying on the southeast line of said Old Miles Road;

THENCE South 49 degrees 57 minutes 16 seconds West along the southeast line of said Old Miles Road, a distance of 224.39 feet to the **POINT OF BEGINNING** and containing 11,266 square feet or 0.259 of an acre of land.

EXHIBIT "C"
FORM OF DEED WITHOUT WARRANTY
WESTERN SEGMENT OF OLD MILES ROAD

After Recording, Return to:

Terry Haines
5430 Glen Lakes Drive, Suite 280
Dallas, Texas 75231

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.

Deed Without Warranty

Date: _____, 2012

Grantor: City of Sachse, Texas, a Texas home rule municipality

Grantor's Mailing Address: 3815 Sachse Road, Sachse, Texas 75048

Grantee: The Trull Foundation, a Texas non-profit charitable trust

Grantee's Mailing Address: 404 Fourth Street, Palacios, Texas 77465

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Property (including any improvements): Being a 0.420± acre tract of land out of the Daniel Crist Survey, Abstract No. 226, situated in Dallas County, Texas, embracing a portion of Old Miles Road, a 60 feet wide right-of-way recorded in Volume 1863, Page 573 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "T.X.D.O.T." found for the northwest corner of a tract of land described by deed to North Texas Tollway Authority (Parcel 9, Part 1) recorded in Instrument Number 201000144951 of the Deed Records of Dallas County, Texas, also for the southwest corner of a tract of land described by deed to The Trull Foundation recorded in Volume 96158, Page 6025 of the Deed Records of Dallas County, Texas, also lying on the southeast line of said Old Miles Road;

THENCE South 79 degrees 46 minutes 01 second West, a distance of 48.99 feet to a point for corner in the center of said Old Miles Road;

THENCE North 42 degrees 00 minute 13 seconds East along the center of said Old Miles Road, a distance of 318.22 feet to a point for the beginning of a curve to the right having a radius of 1492.00 feet, a central angle of 08 degrees 05 minutes 07 seconds, and a chord which bears North 46 degrees 00 minutes 12 seconds East, 210.37 feet;

THENCE along said curve to the right and said center of Old Miles Road in a northeasterly direction, an arc distance of 210.54 feet to a point for corner;

THENCE North 49 degrees 57 minutes 16 seconds East continuing along the center of said Old Miles Road, a distance of 103.23 feet to a point for corner;

THENCE South 40 degrees 02 minutes 44 seconds East, a distance of 30.00 feet to a point lying on the southeast line of said Old Miles Road, and the northwest line of said Trull Foundation tract;

THENCE South 49 degrees 57 minutes 16 seconds West along the common line of said Old Miles Road and said Trull Foundation tract, a distance of 103.23 feet to a 1/2 inch iron rod with cap stamped "W.A.I." found at beginning of a curve to the left having a radius of 1462.00 feet, a central angle of 08 degrees 05 minutes 18 seconds, and a chord which bears South 46 degrees 00 minute 14 seconds West, 206.21 feet;

THENCE along said curve to the left continuing along said Common line in a southwesterly direction, an arc distance of 206.39 feet to a 1/2 inch iron rod with cap stamped "W.A.I." found for corner;

THENCE South 42 degrees 00 minute 13 seconds West continuing along said common line, a distance of 279.50 feet to the **POINT OF BEGINNING** and containing 18,317 square feet or 0.420 of an acre of land and being more particularly depicted in Exhibit "A", attached hereto and incorporated herein by reference.

Reservations from Conveyance: Grantor reserves for the use and benefit of Grantor, the City of Garland, Texas, and public utility companies authorized to locate facilities within the public streets and rights-of-way of the City of Sachse, Texas, a non-exclusive easement for the right at any time to lay, construct, maintain, repair, and remove telecommunication, electrical, water, gas, storm sewer and sanitary sewer lines and appurtenances in, above, over, and underneath the Property. Grantor, for Grantor and Grantor's successors and assigns as their interests may appear, further reserves unto itself all oil, gas, and other minerals located in and under the Property and that may be produced from the Property to the extent not heretofore reserved by prior grantors; provided, however, Grantor, for itself and its successors and assigns hereby waives all surface rights and other rights of ingress and egress in and to the Property for the purpose of oil, gas, and mineral exploration or production, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Property, that no portion of the surface of the

Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property and provided that the mines or wells are more than five hundred (500) feet below the surface of the Property..

Exceptions to Conveyance: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors and assigns forever **WITHOUT WARRANTY.**

When the context requires, singular nouns and pronouns include the plural.

CITY OF SACHSE, TEXAS

By: _____
William K. George, City Manager

ACKNOWLEDGMENT

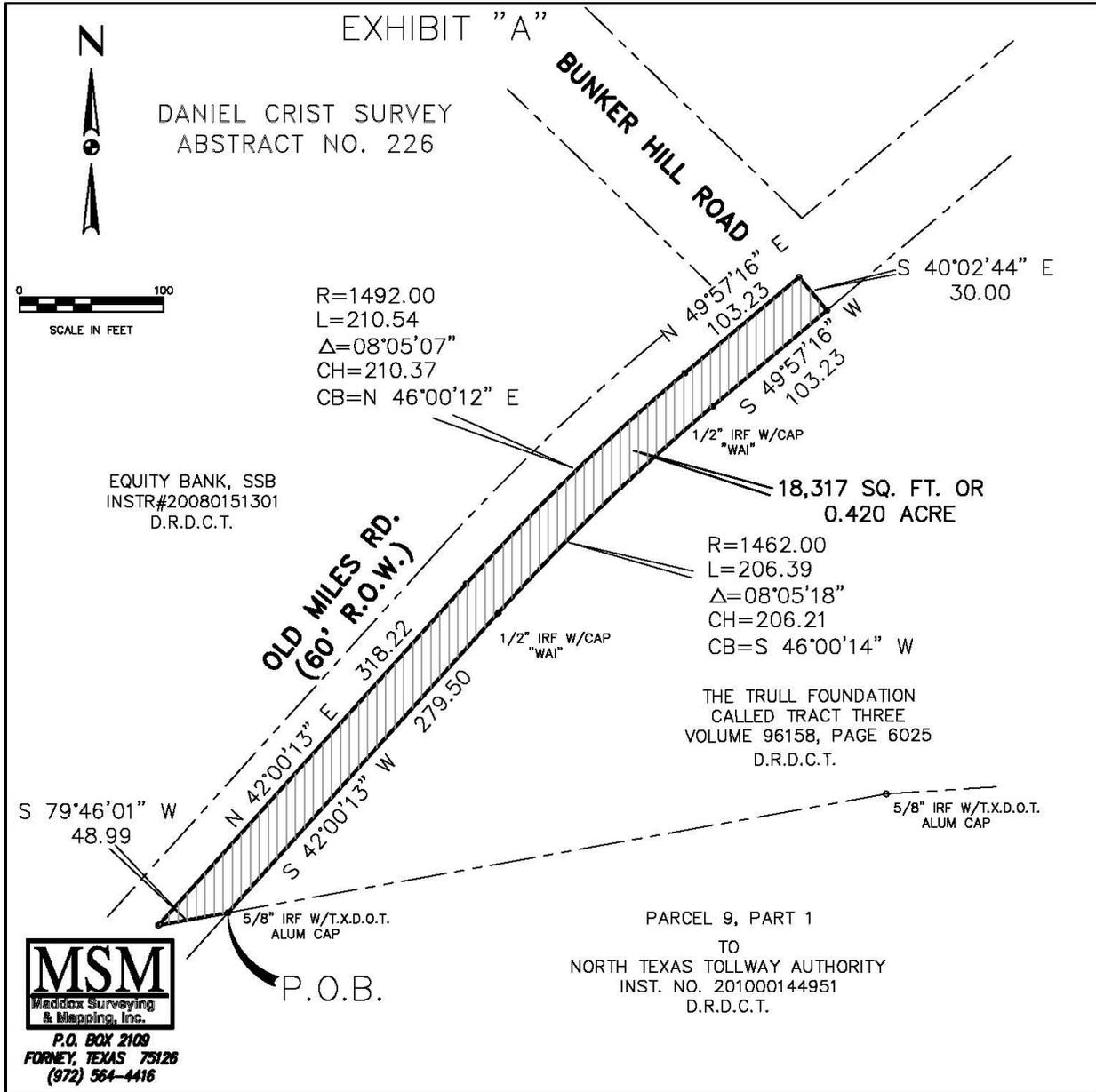
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____, 2012, by William K. George, City Manager, City of Sachse, Texas, a Texas home rule municipality, by and for said municipality.

Notary Public, State of Texas

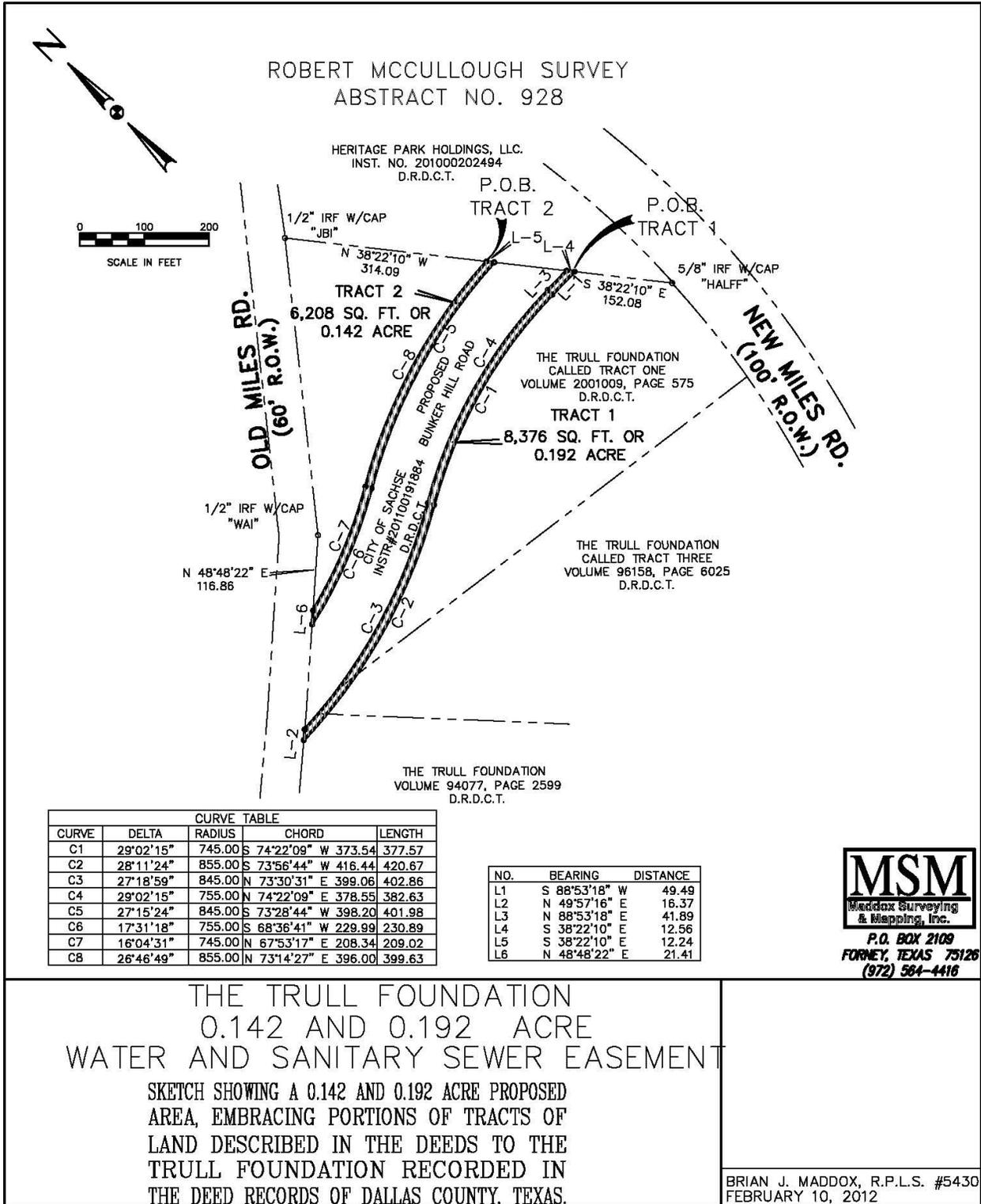
My commission expires: _____

EXHIBIT "A"
Deed Without Warranty
Depiction of the Property



<p>OLD MILES ROAD 0.420 ACRE R.O.W. EXHIBIT</p> <p>SKETCH SHOWING A 0.420 ACRE R.O.W. AREA, EMBRACING A PORTION OF OLD MILES ROAD A 60 FEET WIDE RIGHT-OF-WAY RECORDED IN VOLUME 1863, PAGE 573 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.</p>	<p>BRIAN J. MADDOX, R.P.L.S. #5430 MARCH 26, 2012</p>
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Exhibit "A" Depiction of Property



**Exhibit “B”
Legal Descriptions**

TRACT 1

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing portions of tracts of land described in the deeds to the Trull Foundation recorded in Volume 94077, Page 2599, called Tract Three in Volume 96158, Page 6025, and called Tract One in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point lying on the northerly line of said Tract One, and from which a 5/8 inch iron rod with cap stamped “HALFF” found for the northeast corner of same bears South 38 degrees 22 minutes 10 seconds East, 152.08 feet, said iron rod also lies on the westerly line of New Miles Road a 100 feet wide right-of-way;

THENCE South 88 degrees 53 minutes 18 seconds West through the interior of said Tract One, a distance of 49.49 feet to a point for the beginning of a curve to the left having a radius of 745.00 feet, a central angle of 29 degrees 02 minutes 15 seconds, and a chord which bears South 74 degrees 22 minutes 09 seconds West, 373.54 feet;

THENCE in a southwesterly direction along said curve to the left, through the interior of said Tract One, an arc distance of 377.57 feet to a point at the beginning of a curve to the right having a radius of 855.00 feet, a central angle of 28 degrees 11 minutes 24 seconds, and a chord which bears South 73 degrees 56 minutes 44 seconds West, 416.44 feet;

THENCE in a southwesterly direction along said curve to the right, continuing through the interior of said Tract One, an arc distance of 420.67 feet to a point for corner lying on the southeast line of Old Miles Road a 60 feet wide right-of-way;

THENCE North 49 degrees 57 minutes 16 seconds East along the southeast line of said Old Miles Road, a distance of 16.37 feet to a point at the intersection of said Old Miles Road with the southerly line of a tract of land described by deed to the City of Sachse, recorded in Instrument Number 201100191884 of the Deed Records of Dallas County, Texas, also for the beginning of a non-tangent curve to the left having a radius of 845.00 feet, a central angle of 27 degrees 18 minutes 59 seconds, and a chord which bears North 73 degrees 30 minutes 31 seconds East, 399.06 feet;

THENCE in a northeasterly direction along said non-tangent curve to the left along the southerly line of said City of Sachse tract, an arc distance of 402.86 feet to the beginning of a non-tangent curve to the right having a radius of 755.00 feet, a central angle of 29 degrees 02 minutes 15 seconds, and a chord which bears North 74 degrees 22 minutes 09 seconds East, 378.55 feet;

THENCE in a northeasterly direction along last mentioned non-tangent curve to the right and continuing along the southerly line of said City of Sachse tract, an arc distance of 382.63 feet to a point for corner;

THENCE North 88 degrees 53 minutes 18 seconds East continuing along the southerly line of said City of Sachse tract, a distance of 41.89 feet to a point for corner lying on the northerly line of said Tract One;

THENCE South 88 degrees 53 minutes 18 seconds East, along the northerly line of said Tract One, a distance of 12.56 feet to the **POINT OF BEGINNING** and containing 8,376 square feet or 0.192 of an

**Exhibit “B” (cont)
Legal Descriptions**

acre of land.

TRACT 2

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing portions of tracts of land described in the deeds to the Trull Foundation recorded in Volume 94077, Page 2599, called Tract Three in Volume 96158, Page 6025, and called Tract One in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point lying on the northerly line of said Tract One, and from which a 1/2 inch iron rod with cap stamped “J.B.I.” found for the northwest corner of same bears North 38 degrees 22 minutes 10 seconds West, 314.09 feet, said iron rod also lies on the southeast line of Old Miles Road a 60 feet wide right-of-way;

THENCE South 38 degrees 22 minutes 10 seconds East along the northerly line of said Tract One, a distance of 12.24 feet to a point lying on the northerly line of a tract of land described by deed to the City of Sachse recorded in Instrument Number 201100191884 of the Deed Records of Dallas County, Texas, also for the beginning of a non-tangent curve to the left having a radius of 845.00 feet, a central angle of 27 degrees 15 minutes 24 seconds, and a chord which bears South 73 degrees 28 minutes 44 seconds West, 398.20 feet;

THENCE in a southwesterly direction along said non-tangent curve to the left, along the northerly line of said City of Sachse tract, an arc distance of 401.98 feet to a point at the beginning of a non-tangent curve to the right having a radius of 755.00 feet, a central angle of 17 degrees 31 minutes 18 seconds, and a chord which bears South 68 degrees 36 minutes 41 seconds West, 229.99 feet;

THENCE in a southwesterly direction along said non-tangent curve to the right, continuing along said City of Sachse tract, an arc distance of 230.89 feet to a point for corner lying on the southeast line of Old Miles Road;

THENCE North 48 degrees 48 minutes 22 seconds East along the southeast line of said Old Miles Road, a distance of 21.41 feet to a point for the beginning of a non-tangent curve to the left having a radius of 745.00 feet, a central angle of 16 degrees 04 minutes 31 seconds, and a chord which bears North 67 degrees 53 minutes 17 seconds East, 208.34 feet;

THENCE in a northeasterly direction along said non-tangent curve to the left through the interior of said Tract One, an arc distance of 209.02 feet to the beginning of a non-tangent curve to the right having a radius of 855.00 feet, a central angle of 26 degrees 46 minutes 49 seconds, and a chord which bears North 73 degrees 14 minutes 27 seconds East, 396.00 feet;

THENCE in a northeasterly direction along last mentioned non-tangent curve to the right and continuing through the interior of said Tract One, an arc distance of 399.63 feet to the **POINT OF BEGINNING** and containing 6,208 square feet or 0.142 of an acre of land.

**EXHIBIT “F”
FORM OF TEMPORARY PUBLIC ACCESS EASEMENT**

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

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.

TEMPORARY PUBLIC ACCESS EASEMENT

Date: _____, 2012

Grantor: THE TRULL FOUNDATION, a Texas non-profit foundation

Grantor’s Mailing Address: 404 Fourth Street, Palacios, Texas 77465 (Matagorda County)

Grantee: CITY OF SACHSE, a Texas home rule municipality, for and on behalf of the public.

Grantee’s Mailing Address (including County): 3815 Sachse Road, Sachse, Texas 75048

Easement Property: A 14,599 square foot (0.335 acre) tract of land out of the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being more particularly depicted in Exhibit “A,” and described in Exhibit “B,” attached hereto and incorporated herein by reference.

Adjacent Property: The remainder of that certain 4.07 tract of land described as Tract E in a Special Warranty Deed dated August 6, 2010, from Children’s Medical Foundation, Inc., to Heritage Park Holdings, LLC and filed August 9, 2010, as Instrument No. 201000202494 in the Official Public Records, Dallas County, Texas, being that portion of said Tract E located north of the right of way of Bunker Hill Road.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Adjacent Property to Bunker Hill Road.

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns, an easement for the benefit of the public, over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns until the termination of this Temporary Public Access Easement as provided herein. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable, provided, however, the Easement is terminable as provided herein. The Easement is for the benefit of Grantee and Grantee's successors and assigns (as applicable, the "Holder").

2. *Duration of Easement.* The Easement shall remain in full force and effect until such time as a permanent easement granting pedestrian and vehicular ingress and egress for the public from the Adjacent Property across Grantor's property to the median cut in Bunker Hill Road.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by the Grantee and the public for the Easement Purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement in conjunction with Grantee and the public and the right to convey to others the right to use all or part of the Easement in conjunction with Grantee or the public, as long as such further conveyance is subject to the terms of this Easement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.

4. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use as much of the surface of Grantor's property that is adjacent to the Easement Property as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Grantee must promptly restore, or have restored, Grantor's property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Grantee's sole discretion, subject to

performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Grantee and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. Grantee further has the right to assign the rights and obligations set forth in this Section 5.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in a state court in Dallas County, Texas.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text

of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

(Signatures on Following Page)

SIGNED and effective this _____ day of _____, 2012.

**GRANTOR:
THE TRULL FOUNDATION**

By: _____
Colleen Claybourn, Chairman of the Board

GRANTOR’S ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the _____ day of _____, 2012 by Colleen Claybourn, Chairman of the Board of The Trull Foundation, a Texas non-profit foundation, for and on behalf of said foundation.

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT "A"
PLAT OF EASEMENT PROPERTY

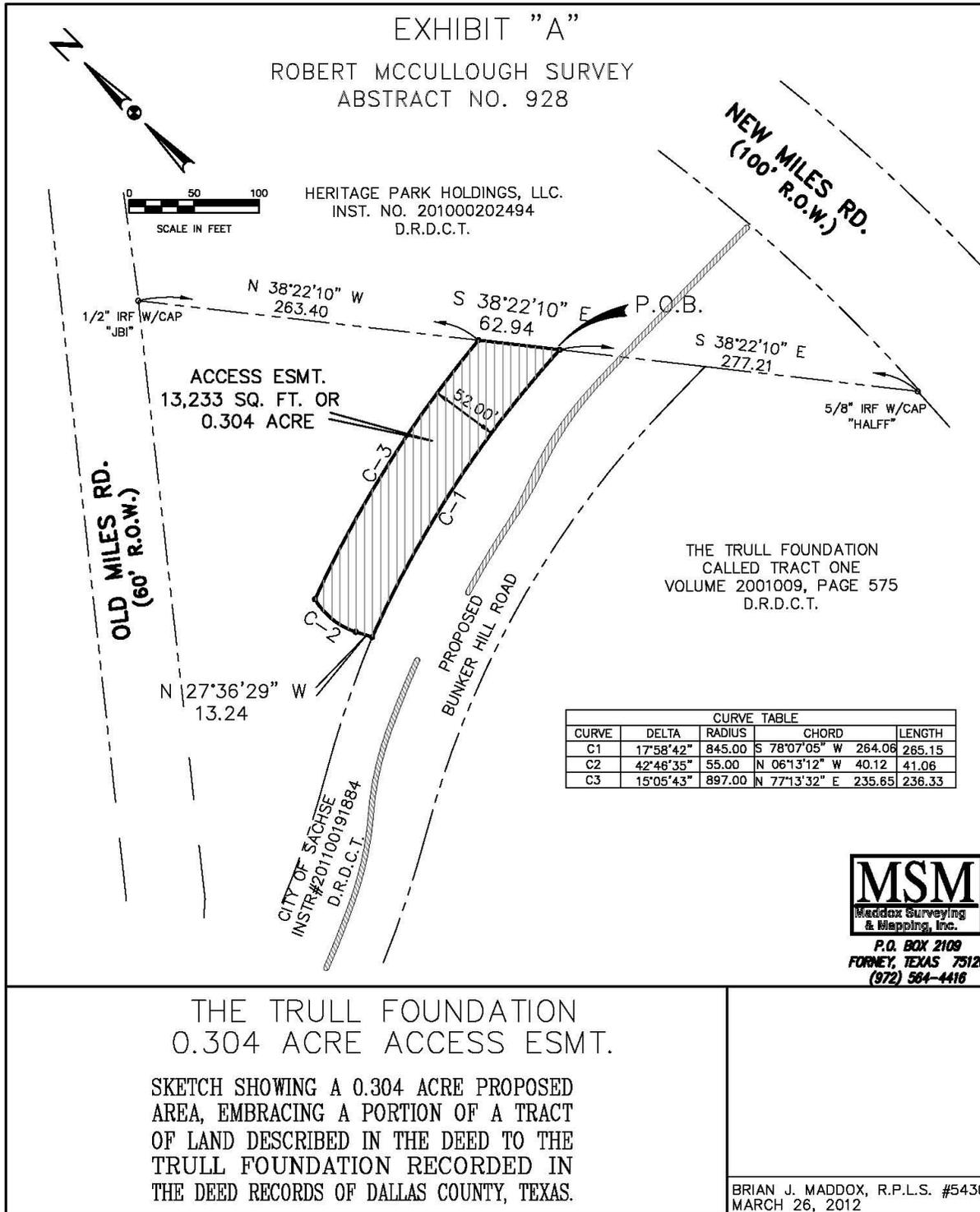


EXHIBIT "B"
DESCRIPTION OF EASEMENT PROPERTY

FIELD NOTES DESCRIPTION:

0.304 ACRE ACCESS EASEMENT

PART of the Robert McCullough Survey, Abstract No. 928, situated in Dallas County, Texas, embracing a portion of a tract of land described in the deeds to the Trull Foundation called Tract One recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point at the most northerly corner of a tract of land described by deed to the City of Sachse recorded in Instrument Number 201100191884 of the Deed Records of Dallas County, Texas, and from which a 1/2 inch iron rod with cap stamped "HALFF" found for the northeast corner of said Trull Foundation bears South 38 degrees 22 minutes 10 seconds East, 277.21 feet, said iron rod also lies on the westerly line of New Miles Road a 100 feet wide right-of-way, and being the beginning of a non-tangent curve to the left having a radius of 845.00 feet, a central angle of 17 degrees 58 minutes 42 seconds, and a chord which bears South 78 degrees 07 minutes 05 seconds West, 264.06 feet;

THENCE along said non-tangent curve to the left in a southwesterly direction along the northwest line of said City of Sachse tract, an arc distance of 265.15 feet to a point for corner;

THENCE North 27 degrees 36 minutes 29 seconds West leaving said City of Sachse tract through the interior of said Trull Foundation tract, a distance of 13.24 feet to a point at the beginning of a non-tangent curve to the right having a radius of 55.00 feet, a central angle of 42 degrees 46 minutes 35 seconds, and a chord which bears North 06 degrees 13 minutes 12 seconds West, 40.12 feet;

THENCE in a northeasterly direction along said curve to the right, an arc distance of 41.06 feet to the beginning of a non-tangent curve to the right having a radius of 897.00 feet, a central angle of 15 degrees 05 minutes 43 seconds, and a chord which bears North 77 degrees 13 minutes 32 seconds East, 235.65 feet;

THENCE in a northeasterly direction along last curve to the right and continuing through the interior of said Trull Foundation tract, an arc distance of 236.33 feet to a point lying on the northerly line of said Trull Foundation tract, and from which a 1/2 inch iron rod with cap stamped "J.B.I." found at the northwest corner of said Trull foundation tract bears North 38 degrees 22 minutes 10 seconds West, 263.40 feet;

THENCE South 38 degrees 22 minutes 10 seconds East, along the northerly line of said Trull Foundation tract, a distance of 62.94 feet to the **POINT OF BEGINNING** and containing 13,233 square feet or 0.304 of an acre of land.

The Basis of Bearings for this survey are based on the State Plane Coordinate System NAD83, Texas - North Central Zone 4202.