

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, MODIFYING ITS CORPORATE BOUNDARIES IN ACCORDANCE WITH A CERTAIN BOUNDARY ADJUSTMENT AGREEMENT ENTERED INTO WITH THE CITY OF FARMERS BRANCH; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA AS DESCRIBED IN EXHIBIT “A” OF SAID BOUNDARY AGREEMENT SHALL BE INCORPORATED INTO THE CITY OF THE TOWN OF ADDISON FOR INCLUSION WITHIN ITS CORPORATE LIMITS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the Town of Addison, Texas (the “Town or City”), pursuant to the Municipal Annexation Act, Texas Local Government Code, §43.001 et seq., as amended (specifically, Tex. Loc. Govt. Code §43.031) and Section 1.04 of the Addison City Charter, desires to adjust its corporate boundaries in accordance with a certain Boundary Adjustment Agreement (the “Agreement”) between the Town and the City of Farmers Branch (“Farmers Branch”) , as described in Attachment “1” hereto; and

**WHEREAS**, the Town is a duly constituted Home Rule City pursuant to Article XI, Section 5 of the Texas Constitution, as amended; and

**WHEREAS**, all conditions established by law have been satisfied with respect to the approval of the adjustment to the corporate boundaries between the Town and Farmers Branch in accordance with the Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, THAT:**

**SECTION 1.** The City Manager is hereby authorized, on behalf of the Town, to sign the Agreement, attached hereto as Attachment “1” and made a part hereof for all purposes, which is hereby adopted.

**SECTION 2.** The property described in Exhibit “A” of the Agreement (“the Annexed Area”) shall be and is hereby annexed into the Town of Addison city limits for all purposes and that same shall hereafter be included within the territorial limits of the town and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the Town of Addison, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the Town. A Service Plan for the Annexed Area is attached as Attachment “2” and is incorporated herein.

**SECTION 3.** The annexation authorized in Section 2, above, is subject to Farmers Branch's reservation of a general utility easement in the Annexed Area in accordance with the provisions set forth in that certain Easement for Utilities ("the Easement"), the form of which is attached hereto as Attachment "3" and incorporated herein by reference.

**SECTION 4.** The official map and boundaries of the Town, heretofore adopted and amended shall be and is hereby amended so as to reflect the boundary adjustments described in the Agreement.

**SECTION 5.** The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the Town to reflect the boundary adjustments described in the Agreement, as required by law.

**SECTION 6.** The City Secretary is hereby authorized to send a certified copy of this ordinance to the Office of the County Clerk of Dallas County, Texas.

**SECTION 7.** If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and the applications of this ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this ordinance are declared severable.

**SECTION 8.** Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION 9.** This Ordinance shall take on the effect on the last of (i) the date of its passage and publication of the caption in accordance with the provisions of the Charter of the Town of Addison, and it is accordingly so ordained, (ii) the effective date of a like ordinance approved by the City of Farmers Branch, Texas, releasing from the corporate limits of the City of Farmers Branch, the property described in Exhibit "A" to Attachment "1" hereto, (iii) the date of execution of the Agreement by authorized representatives of the Town and Farmers Branch, and (iv) the date of execution of the Easement by authorized representatives of the Town and Farmers Branch and delivery of the original Easement in recordable form to Farmers Branch.

**DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, ON THE 11<sup>th</sup> DAY OF DECEMBER, 2018.**

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Joe Chow, Mayor

ATTEST:

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Irma Parker, City Secretary

APPROVED AS TO FORM:

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Brenda N. McDonald, City Attorney

**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

STATE OF TEXAS           §  
                                     §       **BOUNDARY ADJUSTMENT AGREEMENT**  
COUNTY OF DALLAS    §

This **Boundary Adjustment Agreement** (“Agreement”) is made by and between the **Town of Addison** (“Addison”) and the **City of Farmers Branch** (“Farmers Branch”), both being Texas home rule municipalities (collectively referred to as “Cities”), acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, the segment of Midway Road from its intersection with Spring Valley Road on the south to its intersection with Belt Line Road on the north is a six-lane boulevard major arterial street; and

**WHEREAS**, a segment of the city limit line between Addison and Farmers Branch lies within a segment of the northbound travel lanes of Midway Road from its intersection with Spring Valley Road and running northerly to a point north of W. Beltway Parkway approximately located at Longitude -96.83870/Latitude 32.951204 where it intersects the city limits boundary of Addison (“the Farmers Branch Midway Segment”); and

**WHEREAS**, Addison desires to reconstruct and maintain the entire pavement width of Midway Road as well have jurisdiction over traffic enforcement and other matters relating to the control, operation and maintenance of public streets, including the Farmers Branch Midway Segment; and

**WHEREAS**, Farmers Branch owns and maintains public utilities under the pavement of the Farmers Branch Midway Segment within the Released Area, hereinafter defined; and

**WHEREAS**, the Cities desire that Farmers Branch release from its city limits, the area of land between its current city limit line area described and depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “Released Area”); and

**WHEREAS**, Addison desires to incorporate the Released Area into its city limits; and

**WHEREAS**, Farmers Branch desires to reserve a general utility easement for the purpose of the maintaining, repairing, removing, and replacing its water and sanitary sewer lines and related appurtenances within the Released Area; and

**WHEREAS**, all of the land affected by the boundary adjustments described above is uninhabited and owned by either Addison or Farmers Branch such that there will be no impact on residents of either City nor any loss of ad valorem or sales tax base by either City; and

**WHEREAS**, the Cities desire to enter into an agreement providing for the adjustment of their boundaries pursuant to Tex. Loc. Govt. Code §43.031, as amended; and



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**Attachment 1 – Boundary Adjustment Agreement**

**WHEREAS**, the boundary adjustment proposed by this Agreement is exempt from the requirements of Tex. Loc. Govt. Code §43.052.

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Cities agree as follows:

1. **Intent of Cities.** It is the intent of the Cities to modify their mutual boundary in accordance with this Agreement.
2. **Release and Annexation of Territory.** Subject to the retention of a utility easement as set forth herein, upon the Effective Date, Farmers Branch hereby disannexes from Farmers Branch's incorporated limits and grants, releases, and apportions unto Addison for inclusion within Addison's incorporated limits, the Released Area. Upon the Effective Date and subject to the utility easement retained by Farmers Branch, Addison hereby annexes the Released Area into Addison's incorporated limits.
3. **Retention of Utility Easement.** Farmers Branch hereby retains a public utility easement within the Released Area, such easement to be in the form of **Exhibit B** attached hereto and separately filed of record in Dallas County.
4. **Waiver of Extraterritorial Jurisdiction.** Farmers Branch does hereby waive all of its extraterritorial jurisdiction rights, if any, within the Released Area. It is expressly agreed and understood that this waiver shall operate only in favor of Addison and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Farmers Branch may be able to assert against any other municipality.
5. **Service Plan.** Upon ratification and adoption of this Agreement by an ordinance adopted by the City Council of the Town of Addison, Addison does hereby agree to immediately begin implementation into the affected area of the service plan attached hereto and made a part of this Agreement as **Exhibit C** with respect to the Released Area.
6. **Miscellaneous Provisions.**
  - a. **Severability.** Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
  - b. **Effective Date.** The boundary adjustment set forth in this Agreement shall take effect only upon ratification and adoption by the governing bodies of each City pursuant to an ordinance adopted by each of the Cities to which an executed copy of this Agreement is attached as an exhibit.
  - c. **Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of Texas and venue shall lie exclusively in the courts of Dallas County, Texas.

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**Attachment 1 – Boundary Adjustment Agreement**

**SIGNED AND AGREED** this \_\_\_\_\_ day of December, 2018.

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
  **§**  
**COUNTY DALLAS         §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2018, by Wesley S. Pierson, City Manager of the Town of Addison, Texas, a Texas home rule municipality for and on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

[Seal]

**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

SIGNED AND AGREED this \_\_\_\_ day of December, 2018.

CITY OF FARMERS BRANCH, TEXAS

By: \_\_\_\_\_  
Charles S. Cox, City Manager

ATTEST:

\_\_\_\_\_  
Amy Piukana, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kevin B. Laughlin, Attorney for the City

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_ day of December, 2018, by Charles S. Cox, as City Manager of the City of Farmers Branch, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

[Seal]

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**Attachment 1 – Boundary Adjustment Agreement**

**EXHIBIT "A"**  
***Metes and Bounds Description and Map Exhibit of the Released Area***

PROPOSED FARMERS BRANCH CITY LIMIT LINE  
ELISHA FIKE SURVEY, ABSTRACT NO. 478  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS.

BEING 33,943.20 square feet of part of Midway Road, situated in the Elisha Fike Survey, Abstract No. 478, City of Farmers Branch, Dallas County, Texas, and said tract being more particularly described as follows:

BEGINNING at the northwest corner of that same tract of land annexed to the City of Farmers Branch, Texas by City Ordinance No. 125, dated March 16, 1959;

THENCE S 89°50'47" E, 9.05' along the north line of said annexed tract by City Ordinance No. 125 to a point for corner in the easternmost back of curb of Midway Road;

THENCE S 00°05'22" E, 3,494.68' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 01°50'04" E, 58.00' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 01°11'49" E, 192.65' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 01°41'14" E, 61.00' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 00°05'22" E, 334.32' along the easternmost back of curb of Midway Road to a point for corner in the extension of the City Limit line for the City of Addison and Farmers Branch;

THENCE S 89°47'48" W, 16.59' along said extension to a point for corner in Midway Road and the City Limit line for the City of Addison and Farmers Branch;

THENCE NORTH, 2,546.19' along Midway Road and the City Limit line for the City of Addison and Farmers Branch to a point for corner;

THENCE N 00°13'11" W, 1,594.45' along Midway Road and the City Limit line for the City of Addison and Farmers Branch to the Point of Beginning and containing 33,943.20 square feet or 0.7792 acres of land.

 12/05/18

Scott Davis, Registered Professional Land Surveyor No. 5111



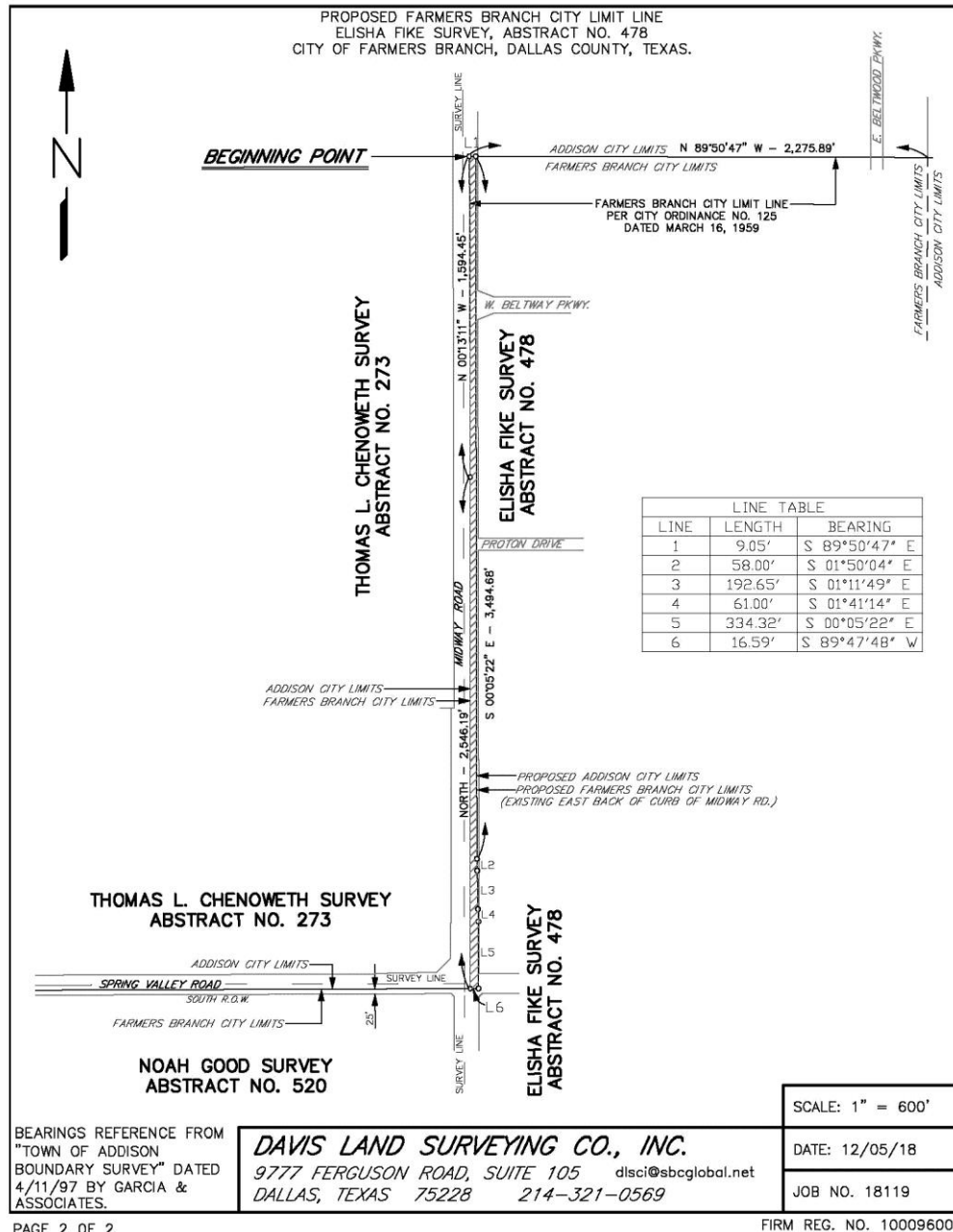
BEARINGS REFERENCE FROM  
"TOWN OF ADDISON  
BOUNDARY SURVEY" DATED  
4/11/97 BY GARCIA &  
ASSOCIATES.

**DAVIS LAND SURVEYING CO., INC.**  
9777 FERGUSON ROAD, SUITE 105 [disci@sbclabel.net](mailto:disci@sbclabel.net)  
DALLAS, TEXAS 75228 214-321-0569

DATE: 12/05/18

JOB NO. 18119

**ORDINANCE NO. \_\_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**



**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

**EXHIBIT “B”**  
**FORM OF EASEMENT FOR UTILITIES**

After Recording Return To:  
City of Farmers Branch, Texas  
Attn: City Secretary  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

**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.**

**EASEMENT FOR UTILITIES**

**STATE OF TEXAS**           §  
   §  
**COUNTY OF DALLAS**   §

**DATE:**           December 11, 2018

**GRANTOR:** Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
(Dallas County, Texas)

**GRANTEE:** City of Farmers Branch, Texas  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234  
(Dallas County, Texas)

**CONSIDERATION:**

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, and other good and valuable consideration.

**EASEMENT PROPERTY:**

See Exhibit A and attached hereto and incorporated herein by reference.

**EASEMENT PURPOSE:** The construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of public utilities (including, without limitation, water, sanitary sewer, storm sewer, drainage) together with all and singular related rights and appurtenances, facilities, equipment and attachments

**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

thereto, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes (collectively, the "Facilities").

**RESERVATIONS FROM CONVEYANCE:** None.

**EXCEPTIONS TO WARRANTY:**

Grantor warrants only those rights it has received from Grantee in that certain Boundary Adjustment Agreement dated of even date herewith.

**GRANT OF EASEMENT:** Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's successors and assigns an easement and right-of-way on, in, over, under, through, and across the Easement Property, 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 forever. 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 of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty.

**TERMS AND CONDITIONS:**

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns do not interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns.
4. *Improvement and Maintenance of Easement Property.* Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character, except the Midway Road paving and concrete curb that exists or is constructed, that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

Grantee shall repair and replace, to Grantor's then-existing standards as set forth in Grantor's then current ordinances and adopted construction standards for public streets at Grantee's sole expense, all paving, curbing, fencing, walls, shrubbery, trees and landscaping located on the Easement Property and the adjacent Midway Road right-of-way, to the extent that any of the same is disturbed or damaged by Grantee's use of the Easement Property.

5. *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 or to 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, in equity, or otherwise.

6. *Binding Effect.* This Easement for Utilities binds and inures to the benefit of the Grantor and Grantor's successors and assigns and the Grantee and Grantee's successors and assigns.

7. *Choice of Law.* This Easement for Utilities agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Easement for Utilities agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities agreement or provided by law, in equity, or otherwise.

9. *Integration.* This Easement for Utilities contains the complete agreement of the parties with respect to the matters set forth herein 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 Easement for Utilities agreement.

10. *Legal Construction.* If any provision of this Easement for Utilities 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 Easement for Utilities 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 Easement for Utilities agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* Any notice, demand, request or communication required or permitted under this Easement for Utilities agreement shall be in writing, addressed as provided hereinafter



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**Attachment 1 – Boundary Adjustment Agreement**

to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for notice are as follows:

To Grantor:

Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

To Grantee:

City of Farmers Branch, Texas  
13000 William Dodson Parkway  
Farmers Branch, TX 75234  
Attn: City Manager

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Easement for Utilities agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

12. *Third Party Beneficiaries.* This Easement for Utilities and all of its provisions are solely for the benefit of the parties hereto and their respective heirs, successors, and assigns.

13. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this Easement for Utilities on behalf of the parties hereto.

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

*(Two Signature Pages to Follow)*

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**Attachment 1 – Boundary Adjustment Agreement**

**EXECUTED** effective as of the date first written above.

**GRANTOR:**  
Town of Addison, Texas

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**

**COUNTY OF DALLAS       §**

Before me, the undersigned authority, on this day personally appeared Wesley S. Pierson, City Manager of the Town of Addison, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

**GRANTEE:**

City of Farmer Branch, Texas

By: \_\_\_\_\_  
Charles S. Cox, City Manager

**STATE OF TEXAS       §**

**COUNTY OF DALLAS   §**

Before me, the undersigned authority, on this day personally appeared Charles S. Cox, City Manager of the City of Farmers Branch, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**ORDINANCE NO. \_\_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

**EXHIBIT "A"**  
**Description of Easement Property**

PROPOSED FARMERS BRANCH CITY LIMIT LINE  
ELISHA FIKE SURVEY, ABSTRACT NO. 478  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS.

BEING 33,943.20 square feet of part of Midway Road, situated in the Elisha Fike Survey, Abstract No. 478, City of Farmers Branch, Dallas County, Texas, and said tract being more particularly described as follows:

BEGINNING at the northwest corner of that same tract of land annexed to the City of Farmers Branch, Texas by City Ordinance No. 125, dated March 16, 1959;

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THENCE NORTH, 2,546.19' along Midway Road and the City Limit line for the City of Addison and Farmers Branch to a point for corner;

THENCE N 00°13'11" W, 1,594.45' along Midway Road and the City Limit line for the City of Addison and Farmers Branch to the Point of Beginning and containing 33,943.20 square feet or 0.7792 acres of land.

*Scott Davis*

12/05/18

Scott Davis, Registered Professional Land Surveyor No. 5111



BEARINGS REFERENCE FROM  
"TOWN OF ADDISON  
BOUNDARY SURVEY" DATED  
4/11/97 BY GARCIA &  
ASSOCIATES.

**DAVIS LAND SURVEYING CO., INC.**  
9777 FERGUSON ROAD, SUITE 105 [dscl@dbcglobal.net](mailto:dscl@dbcglobal.net)  
DALLAS, TEXAS 75228 214-321-0569

DATE: 12/05/18

JOB NO. 18119

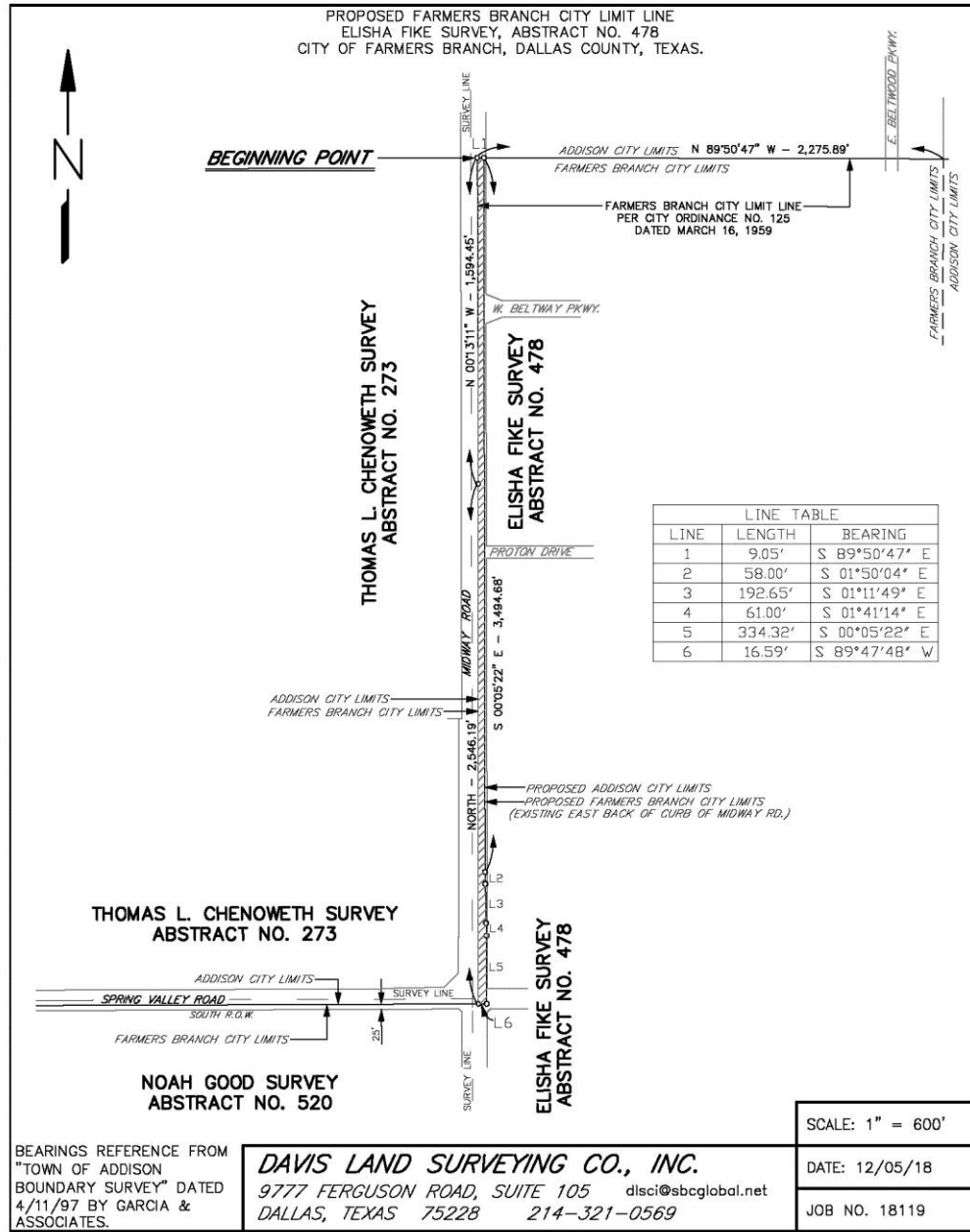
PAGE 1 OF 2

FIRM REG. NO. 10009600

TOWN OF ADDISON/ CITY OF FARMERS BRANCH  
BOUNDARY ADJUSTMENT AGREEMENT

EXHIBIT B – PAGE 1

**ORDINANCE NO. \_\_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**



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FIRM REG. NO. 10009600

**TOWN OF ADDISON/ CITY OF FARMERS BRANCH  
BOUNDARY ADJUSTMENT AGREEMENT**

**EXHIBIT B – PAGE 2**

**ORDINANCE NO. \_\_\_\_**  
**Attachment 1 – Boundary Adjustment Agreement**

**EXHIBIT “C”**  
**TOWN OF ADDISON SERVICE PLAN**

As required by Texas Local Government Code Section 43.065, following is the Service Plan for the property more particularly described and identified as the “Released Area.”

As the result of a series of negotiations, the Town of Addison and the City of Farmers Branch have agreed to a boundary adjustment covering the property described and identified as the Released Area in the Boundary Adjustment Agreement.

The following Municipal Services will be provided by the Town of Addison to the Released Area upon the effective date of the Town of Addison ordinance approving and ratifying this Agreement:

A. Police Protection

*Existing Services:* The area is in the current service area and under the jurisdiction of the City of Farmers Branch.

*Services to be provided:* Police services to the Released Area will be provided by the Town of Addison.

B. Fire Protection (including emergency ambulance)

*Existing Services:* The area is in the current service area of the City of Farmers Branch.

*Services to be provided:* Fire suppression and emergency response will be provided by the Town of Addison.

C. Solid Waste Collection

If solid waste collection is necessary, the Town of Addison will provide it through its franchised waste hauler.

D. Water Service

No extension of water service is anticipated to be necessary. If needed, the Town of Addison will provide it, with extensions being subject to current ordinances, resolutions, regulations and Certificate of Convenience and Necessity.

E. Sanitary Sewer Service

No extension of sanitary sewer service is anticipated to be necessary. If needed, the Town of Addison will provide it, with extensions being subject to current ordinances, resolutions, regulations and Certificate of Convenience and Necessity.

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**Attachment 1 – Boundary Adjustment Agreement**

F. Maintenance of Roads and Streets

Provided by the Town of Addison.

G. Parks and Recreation

Not applicable since there are no residents to serve within the Released Area.

H. Street Lighting

Street lights to serve the Released Area are currently located in the median of Midway Road and are provided by the Town of Addison.

I. Traffic Engineering

Provided by the Town of Addison.

K. Planning and Zoning

Provided by the Town of Addison.

L. Storm Drainage (including flood plain regulations)

Provided by the Town of Addison.

M. Capital Improvements

Provided by the Town of Addison.

N. Miscellaneous

General municipal administrative and code enforcement services of the Town of Addison will be provided.

**ORDINANCE NO. \_\_\_\_**  
**Attachment 2 – Service Plan**

**TOWN OF ADDISON, TEXAS**  
**MUNICIPAL SERVICE PLAN**

**SECTION 1**

**POLICE**

*Services to be provided:* Police services to the area to be annexed will be provided effective on the date of annexation by the Town of Addison, Police Department.

**FIRE**

*Services to be provided:* Fire suppression will be available to the area upon annexation. Fire response will be provided at a level consistent with current methods and procedures presently provided to similarly situated areas within the City by the Town of Addison, Fire Department.

**EMERGENCY MEDICAL SERVICES**

*Services to be provided:* Emergency medical services shall be provided to the area of annexation upon annexation at a level consistent with current methods and procedures presently provided to similar areas within the City by the Town of Addison, Fire Department.

**SOLID WASTE SERVICES**

*Services to be provided:* Solid waste collection services shall be available upon annexation. Private solid waste collection service may continue to provide their existing service for up to two years in accordance with the TEXAS LOCAL GOVERNMENT CODE.

**WATER SERVICE**

*Services to be provided:* Water service to the area will be provided by the CCN holder in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City. In some instances, the City may acquire CCN rights and become the new water and/or sewer provider.

**SANITARY SEWER SERVICE**

*Services to be provided:* Sanitary sewer service to the area will be provided in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City and in accordance with applicable codes and departmental policy.



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**STREET**

*Services to be provided:* Public street maintenance will be provided by the Town of Addison upon the effective date of the annexation.

**STREET LIGHTING**

*Services to be provided:* Street lighting is currently provided by the Town of Addison.

**BUILDING INSPECTION**

*Services to be provided:* The Town of Addison will provide Code Enforcement and Building Inspection services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the Town of Addison. The Town will also provide inspection services associated with public or private construction.

**PLANNING AND ZONING**

*Services to be provided:* The Town of Addison will provide planning and land use regulation through the administration of the Town's zoning ordinance which will extend to this area on the effective date of the annexation. The annexed area will be included in the next Comprehensive Plan update. The area will also be regulated under the requirements of the Town of Addison's Subdivision Ordinance.

**PARKS AND RECREATION FACILITIES**

*Services to be provided:* Upon the effective date of annexation, residents within the annexed area may utilize all park and recreation facilities of the City.

**PUBLICLY OWNED FACILITIES**

*Services to be provided:* Upon the effective date of annexation, any publicly owned facility, building or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the Town of Addison.

**MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with the Town of Addison's established policies governing extension of municipal services to newly annexed areas.

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**Attachment 2 – Service Plan**

**SECTION 2**

Nothing in this plan shall require the Town of Addison to provide a uniform level of full municipal services to each area of the City, including annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**SECTION 3**

This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of the City Council.

**SECTION 4**

This service plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this service plan unworkable or obsolete. The City Council may amend the service plan to conform to the changed conditions or subsequent occurrences pursuant to TEXAS LOCAL GOVERNMENT CODE, Section 43.056.

**SECTION 5**

If any annexed tracts of land are subdivided and/or further developed, then the developer(s) of such tracts shall be required to comply with the City's Subdivision Regulations. The City requires that the developer(s) construct, at its (their) sole expense, all required valves, fire hydrants, lines, and capital improvements, etc., necessary to provide adequate water service, including adequate water pressure for fire service, within the new subdivision(s).

**SECTION 6**

Any improvements which may be placed, constructed or installed on any portion of a development shall conform to the minimum specifications as called for in the Building Code, the Fire Code, applicable engineering standards, and other City regulations, as to size, quality of materials, height, and strength of improvements. For the purpose of the foregoing, the following shall be considered improvements: water lines, fire hydrants, and sanitary sewer systems, or any similar improvement designed to ensure the health and safety of the public, residents, employees, or customers. In the event private drives or streets are constructed for the development of the property, they shall conform to the Fire Code, and applicable engineering standards for their construction, to assure that Fire Department vehicles may safely use them. Developers or landowners shall not permit occupancy and the City shall not issue occupancy permits for any buildings or portions thereof until such private improvements are fully completed to serve the developed area, including compliance with City regulations.

**SECTION 7**

Extension and provision of City services to the annexed area, and the construction, inspection and maintenance of all improvements necessary to provide such services shall be in

**ORDINANCE NO. \_\_\_\_**  
**Attachment 2 – Service Plan**

accordance with standards contained in the City's subdivision regulations or engineering manuals, or other standard specifications, as may be amended, except as expressly provided herein to the contrary.

SECTION 8

In accordance with state law and the City's land development and subdivision ordinances and regulations, any division of the annexed area into two or more tracts or parcels for the purposes of sale will require the filing of a subdivision plat. Developers and landowners shall complete those portions of the public improvements which the City may require in order to ensure contiguity and proper service for the public improvements to the portion of the annexed property for which plat approval may be sought.

**ORDINANCE NO. \_\_\_\_**  
**Attachment 3 – Form of Easement for Utilities**

After Recording Return To:  
City of Farmers Branch, Texas  
Attn: City Secretary  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

**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.**

**EASEMENT FOR UTILITIES**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF DALLAS       §**

**DATE:**           December 11, 2018

**GRANTOR:** Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
(Dallas County, Texas)

**GRANTEE:** City of Farmers Branch, Texas  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234  
(Dallas County, Texas)

**CONSIDERATION:**

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, and other good and valuable consideration.

**EASEMENT PROPERTY:**

See **Exhibit A** and attached hereto and incorporated herein by reference.

**EASEMENT PURPOSE:** The construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of public utilities (including, without limitation, water, sanitary sewer, storm sewer, drainage) together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes (collectively, the "Facilities").

TOWN OF ADDISON/ CITY OF FARMERS BRANCH  
EASEMENT FOR UTILITIES

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**ORDINANCE NO. \_\_\_\_**  
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**RESERVATIONS FROM CONVEYANCE:** None.

**EXCEPTIONS TO WARRANTY:**

Grantor warrants only those rights it has received from Grantee in that certain Boundary Adjustment Agreement dated of even date herewith.

**GRANT OF EASEMENT:** Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's successors and assigns an easement and right-of-way on, in, over, under, through, and across the Easement Property, 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 forever. 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 of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty.

**TERMS AND CONDITIONS:**

1. *Character of Easement.* The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's successors and assigns do not interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns.
4. *Improvement and Maintenance of Easement Property.* Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character, except the Midway Road paving and concrete curb that exists or is constructed, that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantee shall repair and replace, to Grantor's then-existing standards as set forth in Grantor's then current ordinances and adopted construction standards for public streets at Grantee's sole expense, all paving, curbing, fencing, walls, shrubbery, trees and landscaping

**ORDINANCE NO. \_\_\_\_**  
**Attachment 3 – Form of Easement for Utilities**

located on the Easement Property and the adjacent Midway Road right-of-way, to the extent that any of the same is disturbed or damaged by Grantee's use of the Easement Property.

5. *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 or to 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, in equity, or otherwise.

6. *Binding Effect.* This Easement for Utilities binds and inures to the benefit of the Grantor and Grantor's successors and assigns and the Grantee and Grantee's successors and assigns.

7. *Choice of Law.* This Easement for Utilities agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Easement for Utilities agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities agreement or provided by law, in equity, or otherwise.

9. *Integration.* This Easement for Utilities contains the complete agreement of the parties with respect to the matters set forth herein 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 Easement for Utilities agreement.

10. *Legal Construction.* If any provision of this Easement for Utilities 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 Easement for Utilities 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 Easement for Utilities agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* Any notice, demand, request or communication required or permitted under this Easement for Utilities agreement shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be

**ORDINANCE NO. \_\_\_\_**  
**Attachment 3 – Form of Easement for Utilities**

delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for notice are as follows:

To Grantor:

Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

To Grantee:

City of Farmers Branch, Texas  
13000 William Dodson Parkway  
Farmers Branch, TX 75234  
Attn: City Manager

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Easement for Utilities agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

12. *Third Party Beneficiaries.* This Easement for Utilities and all of its provisions are solely for the benefit of the parties hereto and their respective heirs, successors, and assigns.

13. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this Easement for Utilities on behalf of the parties hereto.

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

*(Two Signature Pages to Follow)*

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**EXECUTED** effective as of the date first written above.

**GRANTOR:**  
Town of Addison, Texas

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**

**COUNTY OF DALLAS       §**

Before me, the undersigned authority, on this day personally appeared Wesley S. Pierson, City Manager of the Town of Addison, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]



**ORDINANCE NO. \_\_\_\_**  
**Attachment 3 – Form of Easement for Utilities**

**GRANTEE:**

City of Farmer Branch, Texas

By: \_\_\_\_\_  
Charles S. Cox, City Manager

**STATE OF TEXAS       §**

**COUNTY OF DALLAS   §**

Before me, the undersigned authority, on this day personally appeared Charles S. Cox, City Manager of the City of Farmers Branch, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of December, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**ORDINANCE NO. \_\_\_\_**  
**Attachment 3 – Form of Easement for Utilities**

**EXHIBIT "A"**  
**Description of Easement Property**

PROPOSED FARMERS BRANCH CITY LIMIT LINE  
ELISHA FIKE SURVEY, ABSTRACT NO. 478  
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS.

BEING 33,943.20 square feet of part of Midway Road, situated in the Elisha Fike Survey, Abstract No. 478, City of Farmers Branch, Dallas County, Texas, and said tract being more particularly described as follows:

BEGINNING at the northwest corner of that same tract of land annexed to the City of Farmers Branch, Texas by City Ordinance No. 125, dated March 16, 1959;

THENCE S 89°50'47" E, 9.05' along the north line of said annexed tract by City Ordinance No. 125 to a point for corner in the easternmost back of curb of Midway Road;

THENCE S 00°05'22" E, 3,494.68' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 01°50'04" E, 58.00' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 01°11'49" E, 192.65' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 01°41'14" E, 61.00' along the easternmost back of curb of Midway Road to a point for corner;

THENCE S 00°05'22" E, 334.32' along the easternmost back of curb of Midway Road to a point for corner in the extension of the City Limit line for the City of Addison and Farmers Branch;

THENCE S 89°47'48" W, 16.59' along said extension to a point for corner in Midway Road and the City Limit line for the City of Addison and Farmers Branch;

THENCE NORTH, 2,546.19' along Midway Road and the City Limit line for the City of Addison and Farmers Branch to a point for corner;

THENCE N 00°13'11" W, 1,594.45' along Midway Road and the City Limit line for the City of Addison and Farmers Branch to the Point of Beginning and containing 33,943.20 square feet or 0.7792 acres of land.

*Scott Davis*

12/05/18

Scott Davis, Registered Professional Land Surveyor No. 5111



BEARINGS REFERENCE FROM  
"TOWN OF ADDISON  
BOUNDARY SURVEY" DATED  
4/11/97 BY GARCIA &  
ASSOCIATES.

**DAVIS LAND SURVEYING CO., INC.**  
9777 FERGUSON ROAD, SUITE 105 [disci@sbglobal.net](mailto:disci@sbglobal.net)  
DALLAS, TEXAS 75228 214-321-0569

DATE: 12/05/18

JOB NO. 18119

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FIRM REG. NO. 10009600

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