

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF FARMERS BRANCH, TEXAS ALLOWING SANITARY SEWER SERVICE AT A 1.0065 ACRE TRACT OF LAND LOCATED IN THE NOAH GOOD SURVEY, ABSTRACT NO. 520, CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmers Branch, Texas owns a 1.0065 acre tract of land located in the Noah Good Survey, Abstract No. 520 (the “Served Property”), which is located within the corporate limits of the City of Farmers Branch, Texas; and

**WHEREAS**, the Town owns and operates the Addison Line, an eight-inch (8.0”) gravity sanitary sewer main located within the Town’s corporate limits in the right-of-way of Spring Valley Road; and

**WHEREAS**, the Served Property has no direct access to a gravity sanitary sewer line or associated facilities owned or operated by the City of Farmers Branch for purposes of providing sanitary sewer services to the Served Property; and

**WHEREAS**, the Town previously provided sanitary sewer collection services to the Served Property through a tap provided in the Addison Line; and

**WHEREAS**, the City of Farmers Branch, Texas has contracted to sell the Served Property to a Developer who intends to construct a new residential project on the Served Property; and

**WHEREAS**, the Developer will construct a new wastewater collection system to serve the project that will ultimately connect to the Addison Line if the Town is willing to accept wastewater generated from the future development of the project; and

**WHEREAS**, the City of Farmers Branch has requested that the Town accept wastewater flow into the Addison Line from the Served Property subject to specific terms and conditions set forth in an Interlocal Cooperation Agreement, including monthly fees paid to the Town; and

**WHEREAS**, in consideration of these promises, Town staff recommends that it is in the best interest of the Town of Addison to enter into the Interlocal Cooperation Agreement with the City of Farmers Branch, Texas attached hereto as **Exhibit A**.

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

**SECTION 1.** The City Manager is hereby authorized to execute the attached Interlocal Cooperation Agreement (**Exhibit A**) with the City of Farmers Branch, Texas allowing sanitary

sewer service at a 1.0065 acre tract of land located in the Noah Good Survey, Abstract No. 520, City of Farmers Branch, Dallas County, Texas.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **25th** day of **APRIL**, 2023.

**TOWN OF ADDISON, TEXAS**

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Joe Chow, Mayor

**ATTEST:**

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Irma Parker, City Secretary

**EXHIBIT A**  
**INTERLOCAL COOPERATION AGREEMENT**  
**FOR SANITARY SEWER SERVICE**

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

INTERLOCAL COOPERATION AGREEMENT  
FOR SANITARY SEWER SERVICE

This **Interlocal Cooperation Agreement for Sanitary Sewer Service** (“**Agreement**”) is made by and between the **City of Farmers Branch** (“**Farmers Branch**”), and the **Town of Addison** (“**Addison**”), (collectively Farmers Branch and Addison are hereafter referred to as “**the Parties**” or individually as “**Party**”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, *et seq.* (the “**Act**”); and

**WHEREAS**, Farmers Branch owns the Served Property (hereafter defined), which is located within the corporate limits of the City of Farmers; and

**WHEREAS**, Addison owns and operates the Addison Line (hereafter defined); and

**WHEREAS**, the Served Property was previously developed, occupied, and used by Farmers Branch as a fire station, which occupancy and use ceased following construction and occupation of a new fire station at a different location within Farmers Branch; and

**WHEREAS**, while occupied as a fire station by Farmers Branch, Addison provided sanitary sewer collection services to the Served Property through a tap provided in the Addison Line; and

**WHEREAS**, the Served Property has no direct access to a gravity sanitary sewer line or associated facilities owned or operated by Farmers Branch for purposes of providing sanitary sewer service to the Served Property; and

**WHEREAS**, Farmers Branch has contracted to sell the Served Property to Developer subject to a restrictive covenant that will require Developer to develop the Served Property for the Project; and

**WHEREAS**, Developer has advised Farmers Branch that it desires to construct a new wastewater collection system to serve the Project, which will then tap into a sewer gravity line that would ultimately connect to the Addison Line at the Addison Connection if Addison is willing to accept wastewater generated from future development of the Project; and

**WHEREAS**, Farmers Branch has requested Addison accept wastewater flow into the Addison Line from the Served Property and the Project pursuant to the terms set forth herein; and

**WHEREAS**, the Parties are each a Texas home rule municipality and a “local government” as defined by Section 791.003(4) of the Act engaged in the provision of governmental functions and services to their citizens; and

**WHEREAS**, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the Parties; and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the Parties' respective rights and obligations with regard to public sanitary sewer access and fees related thereto.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I  
Term**

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and shall thereafter automatically continue for successive terms of one year each, unless terminated as provided herein.

**Article II  
Definitions**

“Addison” means the Town of Addison, Texas, acting by and through its Town Manager and the lawful authority of its Town Council.

“Addison Connection” means the point at which the Facilities are connected to the Addison Line in accordance with the Approved Plan.

“Addison Line” means an eight-inch (8.0”) gravity sanitary sewer main owned and operated by Addison located within Addison’s corporate limits in the right-of-way of Spring Valley Road approximately as depicted in **Exhibit “B”** attached hereto.

“Approved Plans” means the Plans which have been approved by Farmers Branch and Addison.

“Business Day” means a day that is not a Saturday, a Sunday, a federally recognized holiday, the Friday after Thanksgiving Day, or such other day the Farmers Branch City Council and/or Addison Town Council has determined by motion, resolution, or ordinance that Farmers Branch City Hall (in the case of Farmers Branch) and/or Addison Town Hall (in the case of Addison) will not be open to the public for general city business. For sake of clarity, it is not a “Business Day” if either Farmers Branch City Hall or Addison Town Hall is not open to the public for general city business.

“Developer” means, initially, TCCI Land Company, LLC, a Texas limited liability company, or such other party to who Farmers Branch may sell the Served Property for purposes of developing the Project.

“Effective Date” means the date the signatures of authorized representative of both Parties are affixed to this Agreement, whether on the same document or identical counterparts.

“Facilities” collectively means all portions of the wastewater collection system(s) to be constructed to serve the Served Property in accordance with Approved Plans.

“Farmers Branch” means the City of Farmers Branch, Texas acting by and through its City Manager and the lawful authority of its City Council.

“Plans” shall mean the plans and specifications submitted for the design, installation and construction of the Facilities, or respective portions thereof, and any related work including, but not limited to, the cutting and repair of the sidewalk, curb, and pavement along and in Spring Valley Road, to Farmers Branch and Addison.

“Project” means the construction of no more than nineteen (19) single family attached dwelling units (i.e., “townhomes”) on nineteen (19) individual platted lots within the Served Property and all related public streets and utilities and other improvements and facilities in accordance with applicable ordinances and regulations enacted by Farmers Branch. For the avoidance of doubt, it is the intent of the Parties that the lots developed on the Property will be developed to be owned separately in fee simple and will not be operated, in whole or in part, as multifamily units during the term of this Agreement.

“Served Property” means a 1.0065 acre tract located in the Noah Good Survey, Abstract No. 520, City of Farmers Branch, Dallas County, Texas, more particularly described in Exhibit “A” attached hereto.

### **Article III Sanitary Sewer Facilities and Acceptance of Flow**

**3.1 Acceptance of Wastewater by Addison.** Addison agrees to allow the connection of the Facilities to Addison’s sanitary sewer main at the Addison Connection subject to the following:

- (a) Design, construction and installation of the Facilities shall be at no cost to Addison;
- (b) Construction of the Facilities shall be only in accordance with the Approved Plans and shall not commence until all approvals and/or permits required by the Parties or other applicable governmental authorities for construction of the Facilities or any portion thereof have been obtained by Developer;
- (c) The Facilities and any associated work that must be performed in association with the construction of the Facilities including, but not limited to, the cutting and repair of the

sidewalk, curb, and pavement along and in Spring Valley Road, must be designed, installed, and constructed in accordance with the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended and/or modified by Farmers Branch and/or Addison, respectively; provided, however, in any instance where any provision of such standards conflict, the most stringent standard shall govern unless the Parties' Public Works Directors and Developer agree in writing to the lesser standard among the conflicting standards; and

- (d) Construction of the Facilities shall not commence until all necessary right-of-way permits, sanitary sewer easements, and other agreements which authorize the construction, reconstruction, operation, repair, maintenance, and removal of the Facilities from the Served Property to the Addison Connection have been obtained from Addison, Farmers Branch, and any third parties who own or control use of the property along the route of the proposed location for the Facilities, which permits, easements, and agreements shall be obtained at no cost to Addison, if any such permits, easements, or agreements are required.

**3.2 Ownership of Sanitary Sewer Accounts; Tap Fees.** Addison acknowledges and agrees that all sanitary sewer utility accounts for customers located within the Served Property which are served by a wastewater collection line that is connected to the Facilities shall at all times be owned by Farmers Branch. Addison shall at no time be entitled to, or have any ownership in, any connection fees, disconnections fees, tap fees, or sanitary sewer use fees collected by Farmers Branch from the sanitary sewer customers owning and/or occupying the lots developed within the Served Property.

**3.3 Sewer Flow Charge Determination.** As additional consideration for Addison's agreement to receive into Addison's wastewater collection system the wastewater flows generated from the Served Property, Farmers Branch agrees to pay Addison on a monthly basis an amount equal to:

- (a) The then current sewer rate for Municipal sewer customers as adopted by ordinance from time to time by Addison's City Council, which amount is presently set forth in Section 82-76 of the Code of Ordinances of the Town of Addison, Texas, based on the amount of domestic water used on the Served Property as determined by the monthly water meter readings of Farmers Branch's water utility customers located within the Served Property, excluding any water meters designated and used solely for irrigation purposes; plus
- (b) Any pass-through rate component assessed on sewer customers in accordance with Section 82-78 of the Code of Ordinances of the Town of Addison, Texas;

(collectively, the "**Sewer Flow Charge**"). Notwithstanding the foregoing to the contrary, at no time shall Farmers Branch be required to pay a monthly Sewer Flow Charge in an amount exceeding the maximum amount that would be charged cumulatively to nineteen (19) single-family residential sewer customers as determined by Section 82-76(2) of the Code of Ordinances of the Town of Addison, Texas. The Parties acknowledge that the pass-through charges described in paragraph (b), above, include, but may not be limited to, charges assessed to Addison by the Trinity River Authority ("**TRA**") for the treatment of wastewater collected by Addison through

Addison's sanitary sewer system and transported to TRA that Addison passes through to Addison's sanitary sewer service customers.

### **3.4 Sewer Flow Charge Payments.**

- (a) Not later than the twenty-fifth (25<sup>th</sup>) day of each calendar month (or the first Business Day following such 25<sup>th</sup> day if the 25<sup>th</sup> day is not a Business Day), Farmers Branch shall deliver to Addison a report showing the beginning and ending readings for the domestic water meter readings and the water meter readings exclusively measuring irrigation and the total usage for each meter during each period between meter readings (the "**Usage Report**").
- (b) Addison shall determine the amount of Sewer Flow Charges due each month based on the Usage Reports and shall invoice Farmers Branch in accordance with Addison's standard billing practices and policies applicable to Addison's other water and sanitary sewer customers. Farmers Branch agrees to pay the Sewer Flow Charges based on the invoice received from Addison; provided, however, Farmers Branch shall not be required to pay such invoice or bill on or before (i) the thirtieth (30<sup>th</sup>) day after receipt of such bill, if such bill is delivered by first class mail to the billing address established by Farmers Branch on the customer account or (ii) the twenty-second (22<sup>nd</sup>) day after receipt of a bill by electronic mail if emailed through Addison's e-billing system to the e-mail address registered by Farmers Branch. Farmers Branch agrees to register to receive e-mailed bills so long as Addison maintains an e-billing system.
- (c) Addison shall have the right, at Addison's cost, upon reasonable written notice to Farmers Branch, and during Farmers Branch's regular business hours, to read such water meters, request meter reading data, require full disclosure of any other data, and require testing of the meters, as needed to resolve any irregularities that might occur during the term of this Agreement.
- (d) Farmers Branch shall be entitled to pay the Sewer Flow Charges by such methods of payment as are made available to Addison's other utility customers.
- (e) Farmers Branch shall pay Addison the full amount of Sewer Flow Charges due pursuant to this Section 3.4 notwithstanding any delinquency in the payment of sanitary sewer charges to Farmers Branch by Farmers Branch sanitary sewer customers receiving sanitary sewer service on the Served Property. Farmers Branch shall be solely responsible for collection of sanitary sewer service fees to customers receiving sanitary sewer service at the Served Property.
- (f) For purposes of this Agreement, Farmers Branch shall be deemed by Addison to be the sole sanitary sewer service customer receiving sanitary sewer service through the Addison Line at the Addison Connection. Addison shall look to no person or entity other than Farmers Branch for payment of the Sewer Flow Charges.

**3.5 Amendments to Sewer Rates.** Addison shall have the right from time to time during the Term of this Agreement to modify the rates on which the Sewer Flow Charge is based; provided, however, such rates shall not become effective for purposes of calculating the portion of the Sewer



Flow Charge determined pursuant to Section 3.3(a) until the later of (i) the thirtieth (30<sup>th</sup>) day after Addison provides Farmers Branch written notice of such amended sanitary sewer service rates (the “**Rate Change Notice**”) and (ii) the effective date of the ordinance amending Addison’s sanitary sewer service rates Inclusion of the Rate Change Notice with the monthly invoice for the Sewer Flow Charge will be sufficient to satisfy Addison’s obligation to provide the Rate Change Notice..

**3.6 Construction and Plan Review Fees.** Addison shall not be entitled to payment of any construction and plan review fees to be paid by Developer to Farmers Branch for review of the Approved Plans and inspection of construction of the Facilities. Addison agrees and authorizes Farmers Branch to review and approve the Approved Plans and to inspect the construction of the Facilities and to collect any fees for such review and inspection from the Developer in accordance with Farmers Branch’s ordinances. Notwithstanding the foregoing, Addison shall have the right, at its sole discretion, to review and comment on the Plans for the Addison Connection prior to their approval by Farmers Branch, conduct such inspections of the Facilities during and after their construction, and to provide comments to Farmers Branch regarding such reviews and inspections. Farmers Branch agrees to receive and reasonably consider such comments from Addison prior to granting any approvals or making decisions relating to the design and construction of the Facilities if such comments are delivered to the Director of Public Works prior to the approval being granted or decision being made.

**3.7 Use of Existing Easements and ROW.** Addison agrees to allow the Facilities to cross portion of the Spring Valley Road (the “**Spring Valley ROW**”) located within Addison’s corporate limits as necessary to connect to the Addison Line at no cost to Farmers Branch or Developer so long as the Facilities can be located without unreasonably interfering with existing pipes, conduits, lines, poles, equipment, and other facilities and improvements (“**the Existing Utilities**”) owned by other users of the Spring Valley ROW. If locating the Facilities within the Spring Valley ROW at the location shown on Exhibit “B” would unreasonably interfere with one or more Existing Utilities, Addison agrees to reasonably cooperate with and assist Farmers Branch and/or Developer to modify the Facilities and/or coordinate with the other owners of the Existing Utilities to eliminate the interference at no cost to Addison.

**3.8 Certain Connections Prohibited.** The Parties acknowledge and agree this Agreement is limited to the provision of residential sanitary sewer service to the Served Property. Farmers Branch shall not authorize any connection to the Facilities:

- (a) By an Industrial User, as that term is defined in Section 82-127 of the Town of Addison Code of Ordinances; or
- (b) By any customer not located on the Served Property.

**3.9 Ownership and Maintenance of Facilities.** Upon completion of construction and acceptance by Farmers Branch, Farmers Branch shall own the Facilities as part of Farmers Branch’s wastewater collection system up to the point of the common boundary between the Parties’ corporate limits located within Spring Valley Road (the “**City Limits**”). At all times during the term of this Agreement, Farmers Branch shall be solely responsible for all maintenance

and repair of the Facilities south of the City Limits. Addison shall own and be solely responsible for any maintenance or repair of the Facilities north of the City Limits and all sanitary sewer system at or beyond of the Addison Connection.

## **Article IV Termination and Suspension**

**4.1 Termination.** This Agreement shall terminate not earlier than 180 days following delivery of notice from either Party to the other Party in the event the other Party breaches any of the material terms or conditions of this Agreement and such breach is not cured within said 180 day period.

**4.2 Suspension of Service.** Addison may temporarily suspend the acceptance of sanitary sewer flow from the Served Property if:

- (a) Farmers Branch fails to make a timely payment of the Sewer Flow Charge and such payment becomes past due more than ninety (90) days; provided that service shall resume upon Farmers Branch becoming current on the payment of all Sewer Flow Charges;
- (b) If Farmers Branch authorizes a connection to the Facilities that is prohibited by Section 3.8 and such connection is not terminated by Farmers Branch within five (5) after receipt of notice from Addison to terminate such connection; or
- (c) where such suspension is otherwise expressly authorized by law.

## **Article V Miscellaneous**

**5.1 Assignment.** This Agreement may not be assigned without the written consent of the other Party.

**5.2 Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties.

**5.3 Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement. The governing bodies of both Addison and Farmers Branch have approved this Agreement as required by Texas Gov't Code § 791.011(d)(1) and have authorized the signatories below to execute this Agreement on behalf of Addison and Farmers Branch.

**5.4 Notice.** All notices required by this Agreement shall be in writing and addressed to the receiving Party at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), or (c) nationally recognized overnight courier (with all fees pre-paid). Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized

carrier to be delivered as set forth above. For purposes of notification, the addresses of the Parties shall be as follows:

If intended for Farmers Branch, to:

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

With copies to:

City of Farmers Branch, Texas  
Attn: Director of Public Works  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

If intended for Addison, to:

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

With copies to:

Town of Addison  
Attn: Director of Public Works  
5300 Belt Line Road  
Addison, Texas 75254

Whitt L. Wyatt  
Wyatt Hamilton Findlay, PLLC  
5810 Long Prairie Road, Ste. 700-220  
Flower Mound, Texas 75028

**5.5 Entire Agreement.** This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement.

**5.6 Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**5.7 Amendment.** This Agreement may be amended only by written agreement of the Parties.

**5.8 Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement, which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**5.9 Recitals.** The recitals to this Agreement are incorporated herein.

**5.10 Counterparts.** This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

**5.11 Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**5.12 Compliance with Laws.** The Parties shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

**5.13 No Third-Party Beneficiaries.** This Agreement does not confer in or on behalf of any person or entity not a Party to this Agreement, inclusive of Developer, or to the public at large, any rights, benefits, causes of action, or remedies with respect to the subject matter or any provision of this Agreement.

**5.14 Payments from Current Revenues.** All payments for governmental functions or services made by a Party pursuant to this Agreement must be made from the current revenues available to the paying Party.

**5.15 Fair Compensation.** The Parties agree that the payments described in this Agreement constitute fair compensation for all of the services or functions to be performed pursuant to its terms.

**5.16 Force Majeure.** If either Party is rendered unable in whole or in part by force majeure to carry out any obligation to be performed by such Party under this Agreement, insofar as such obligation is affected by such force majeure, the obligation shall be suspended during the continuance of any liability so caused, and such default will be remedied with all reasonable dispatch. The term “force majeure” as employed in this section includes acts of God, labor disputes, acts of a public enemy, war, blockades, riots, a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, earthquakes, explosions, accidents induced by third party, acts by public authorities not a Party to this Agreement, delays of carriers, inability by reason of governmental regulation to obtain materials, or other causes, whether or not of the same kind as specifically enumerated herein, which are not within the control of the party claiming suspension and which by the exercise of due diligence or the payment of money such party is unable to overcome. The Party asserting force majeure (i) shall give prompt notice to the other Party of the prevention of performance as soon as the asserting Party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the force majeure event itself), and (3) that the Party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

**5.17 Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all Parties. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

**5.18 Independent Contractor.** Except as otherwise expressly provided herein, Addison and Farmers Branch agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement.

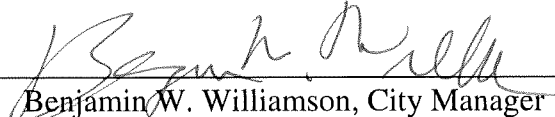
**5.19 Termination.** This Agreement shall terminate upon:

- (a) written agreement of the Parties; or
- (b) completion of construction and acceptance by Farmers Branch of a sanitary sewer line connecting the Facilities to a sanitary sewer main owned and operated by Farmers Branch.


SIGNATURE PAGE FOLLOWS

SIGNED AND AGREED this 19 day of April 2023.

**CITY OF FARMERS BRANCH, TEXAS**

By:   
Benjamin W. Williamson, City Manager

ATTEST

  
Stacy Henderson, City Secretary

APPROVED AS TO FORM

  
Peter G. Smith, City Attorney

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
David Gaines, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Whitt L. Wyatt, City Attorney

**Exhibit A**  
**Description and Survey of the Served Property**

BEING all of that certain lot, tract or parcel of land situated in the NOAH GOOD SURVEY, ABSTRACT NO. 520, Farmers Branch, Texas, and being all of that same tract of land described in deed to the City of Farmers Branch, Texas, recorded in Volume 74063, Page 2159 of the Deed Records of Dallas County, Texas, and said tract being more particularly, described as follows:

BEGINNING at a cross cut at the northwest corner of said City of Farmers Branch, Texas tract and in the south R.O.W. line of Spring Valley Road (a 100 foot R.O.W.); said point being N 89 deg. 58 min. 01 sec. E, 64.70 feet from the northwest corner of Lot 1, Block A of THE VILLAS AT PARKSIDE, PHASE 1, an addition to the City of Farmers Branch, Texas, recorded in Volume 95174, Page 4325 of the Deed Records of Dallas County, Texas

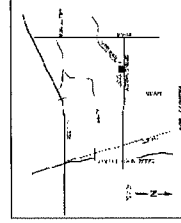
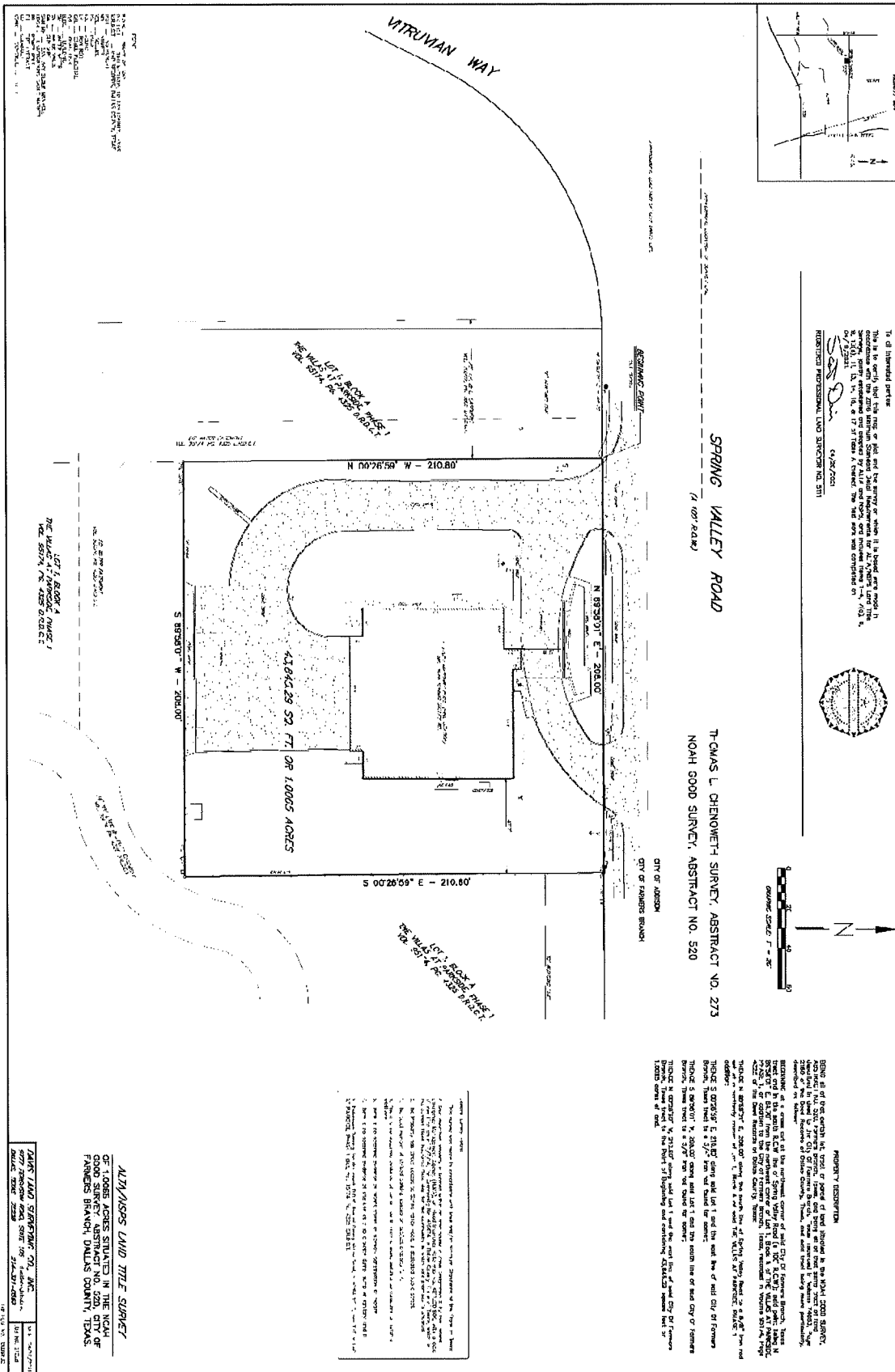
THENCE N 89 deg. 58 min. 01 sec. E, 208.00 feet along the south line of Spring Valley Road to a 5/8-inch iron rod set at a northerly corner of Lot 1, Block A of said THE VILLAS AT PARKSIDE, PHASE 1 addition;

THENCE S 00·deg. 25 min. 59 sec. E, 210.80 feet along said Lot 1 and the east line of said City of Farmers Branch, Texas tract to a 3/4-inch iron rod found for corner;

THENCE S 89 deg. 58 min. 01 sec. W, 208.00 feet along said Lot 1 and the south line of said City of Farmers Branch, Texas tract to a 5/8-inch iron rod found for corner;

THENCE N 00·deg. 25 min. 59 sec. W, 210.80 feet along said Lot 1 and the west line of said City of Farmers Branch, Texas tract to the Point of Beginning and containing 43,845.29 square feet or 1.0065 acres of land.

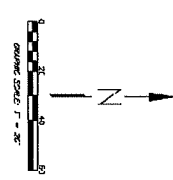




THIS IS TO CERTIFY that the line of lots and the amount of same is as shown hereon in  
 the original plat of the survey of the City of Farmers Branch, Texas, and the same are  
 hereby confirmed and approved by the City of Farmers Branch, Texas, on this 14th day  
 of August, 1923, by the City of Farmers Branch, Texas, and the same are confirmed by  
 the State of Texas, on this 14th day of August, 1923.

6/15/2023

**RECORDED PROFESSIONAL LAND SURVEY NO. 5711**



**SPRING VALLEY ROAD**  
 (1,027 FEET WIDE)

**THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273**  
**NOAH GOOD SURVEY, ABSTRACT NO. 520**

CITY OF FARMERS BRANCH

**PROPERTY DESCRIPTION**

BEING the 1000 acres, situate in part of land shown in the MOORE CROSS SURVEY, which is located in the City of Farmers Branch, Texas, and the same are hereby confirmed and approved by the City of Farmers Branch, Texas, on this 14th day of August, 1923, by the City of Farmers Branch, Texas, and the same are confirmed by the State of Texas, on this 14th day of August, 1923.

BEING the 1000 acres, situate in part of land shown in the MOORE CROSS SURVEY, which is located in the City of Farmers Branch, Texas, and the same are hereby confirmed and approved by the City of Farmers Branch, Texas, on this 14th day of August, 1923, by the City of Farmers Branch, Texas, and the same are confirmed by the State of Texas, on this 14th day of August, 1923.

BEING the 1000 acres, situate in part of land shown in the MOORE CROSS SURVEY, which is located in the City of Farmers Branch, Texas, and the same are hereby confirmed and approved by the City of Farmers Branch, Texas, on this 14th day of August, 1923, by the City of Farmers Branch, Texas, and the same are confirmed by the State of Texas, on this 14th day of August, 1923.

**ALY/ASPS LAND TILE SURVEY**  
 OF 1,000 ACRES SITUATED IN THE MOORE  
 CROSS SURVEY, ABSTRACT NO. 520, CITY OF  
 FARMERS BRANCH, DALLAS COUNTY, TEXAS.

THIS SURVEY WAS MADE BY JOHN H. MOORE, JR., A  
 LICENSED PROFESSIONAL LAND SURVEYOR, ON  
 THE 15TH DAY OF FEBRUARY, 1923, AND IS  
 HEREBY CONFIRMED AND APPROVED BY THE  
 CITY OF FARMERS BRANCH, TEXAS, ON THIS  
 14TH DAY OF AUGUST, 1923, AND IS  
 CONFIRMED BY THE STATE OF TEXAS, ON  
 THIS 14TH DAY OF AUGUST, 1923.

**ALY/ASPS LAND TILE SURVEY**  
 OF 1,000 ACRES SITUATED IN THE MOORE  
 CROSS SURVEY, ABSTRACT NO. 520, CITY OF  
 FARMERS BRANCH, DALLAS COUNTY, TEXAS.

THIS SURVEY WAS MADE BY JOHN H. MOORE, JR., A  
 LICENSED PROFESSIONAL LAND SURVEYOR, ON  
 THE 15TH DAY OF FEBRUARY, 1923, AND IS  
 HEREBY CONFIRMED AND APPROVED BY THE  
 CITY OF FARMERS BRANCH, TEXAS, ON THIS  
 14TH DAY OF AUGUST, 1923, AND IS  
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