

**FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN CITY OF
LEWISVILLE, TEXAS AND CITY OF FARMERS BRANCH, TEXAS
REGARDING THE EXPANSION OF THE CAMELOT LANDFILL**

This First Amendment to Agreement by and between City of Lewisville, Texas ("Lewisville") and City of Farmers Branch, Texas ("Farmers Branch"), both being Texas home rule municipalities and herein collectively referred to as "the Parties," regarding the expansion of Camelot Landfill ("First Amendment") is dated and effective as of the 12th day of October, 2016 (the "Effective Date").

RECITALS

WHEREAS Farmers Branch currently owns a tract of land located in Lewisville, Denton County, Texas, utilized as a Type I municipal solid waste landfill otherwise known as "Camelot Landfill" (the "Landfill") pursuant to Texas Commission on Environmental Quality ("TCEQ") Permit No. 1312A; and

WHEREAS Farmers Branch is currently seeking a permit amendment from the TCEQ to expand the lateral and vertical limits and thereby expand the capacity of the Landfill ("the Project") pursuant to TCEQ Permit Application No. 1312B (the "Application"); and

WHEREAS the Parties previously entered into that certain Agreement by and between City of Lewisville, Texas and City of Farmers Branch, Texas, (the "Agreement") on the 6th day of January, 2016, which sets forth the agreement between the Parties regarding the expansion of the Camelot Landfill and the Application; and

WHEREAS the Parties desire to amend the Agreement, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I.
AGREEMENTS**

A. Deferral of Escrow Funds – Huffines Extension.

The Parties shall enter into a Public Improvement Deferral Agreement, which is attached hereto and incorporated as if fully set forth herein as Attachment "1." Said Public Improvement Deferral Agreement shall govern the escrow of funds for the future construction of the Huffines Extension as defined and described in Attachment "1."

B. Landfill Use by Lewisville Residents in Lieu of Lewisville's Tree Mitigation Regulations

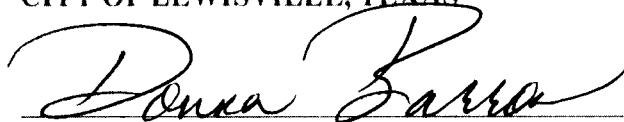
The Parties shall enter into a Landfill Use Agreement, which is attached hereto and incorporated as if fully set forth herein as Attachment "2." Said Landfill Use Agreement shall govern the use of the Landfill by Lewisville residents as described in Attachment "2" in lieu of Lewisville's tree mitigation regulations.

**II.
MISCELLANEOUS**

Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control. Any capitalized term used herein, but not defined herein, shall have that meaning set forth in the Agreement.

SIGNATURE PAGE FOLLOWS

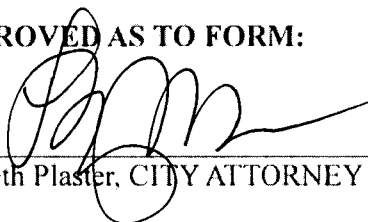
CITY OF LEWISVILLE, TEXAS


Donna Barron, CITY MANAGER

ATTEST:


Julie Heinze, CITY SECRETARY

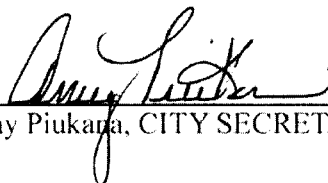
APPROVED AS TO FORM:


Lizbeth Plaster, CITY ATTORNEY

CITY OF FARMERS BRANCH, TEXAS


Charles Cox, CITY MANAGER

ATTEST:


Amy Piukara, CITY SECRETARY

APPROVED AS TO FORM:

 for
Peter G. Smith, CITY ATTORNEY

ATTACHMENT "1"
PUBLIC IMPROVEMENT DEFERRAL AGREEMENT

STATE OF TEXAS

§

§

COUNTIES OF DALLAS
AND DENTON

§

§

PUBLIC IMPROVEMENT DEFERRAL AGREEMENT

This **PUBLIC IMPROVEMENT DEFERRAL AGREEMENT** ("Agreement") is made as of the Effective Date by and between the **City of Lewisville** ("Lewisville"), a Texas home rule municipality, and the **City of Farmers Branch** ("Farmers Branch"), a Texas home rule municipality. Lewisville and Farmers Branch collectively referred to herein as "the Parties" or separately as "Party."

RECITALS

WHEREAS, Farmers Branch currently owns a tract of land located in Lewisville, Denton County, Texas, utilized as a Type I municipal solid waste landfill otherwise known as "Camelot Landfill" (the "Landfill") pursuant to Texas Commission on Environmental Quality ("TCEQ") Permit No. 1312A; and

WHEREAS, Farmers Branch is currently seeking a permit amendment from the TCEQ to expand the lateral and vertical limits and thereby expand the capacity of the Landfill ("the Project") pursuant to TCEQ Permit Application No. 1312B (the "Application"); and

WHEREAS, the Landfill, as expanded, will occupy the Property and portions of the Adjacent Property; and

WHEREAS, Farmers Branch has submitted an application to Lewisville to change the zoning of the Property and the Adjacent Property to establish a Special Use District ("SUD") in accordance with the Development Regulations; and

WHEREAS, as a condition for granting the SUD, Lewisville is requiring the Huffines Extension to be constructed, but finds it to be in the public interest to delay construction of the Huffines Extension to an unknown future date; and

WHEREAS, the Development Regulations usually require a developer to bear the cost of construction of public improvements relating to a development; and

WHEREAS, in order to secure the funding for the future construction of the Huffines Extension and in lieu of the immediate construction of the Huffines Extension, Lewisville is requiring as a condition for obtaining approval of the application for the SUD that Farmers Branch dedicate the right of way for the Huffines Extension and escrow the funds estimated to be necessary to pay for the construction of the Huffines Extension; and

WHEREAS, in light of the fact that Farmers Branch is another governmental entity who would be using public funds for the construction of the Huffines Extension or funding the escrow in lieu of construction, Farmers Branch has requested that it be allowed to retain such funds in its

account until such time as the funds are needed to pay for the construction of the Huffines Extension; and

WHEREAS, Lewisville desires to consent to the request of Farmers Branch subject to the provisions of this Agreement;

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 commence on the Effective Date and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

Article I Definitions

For the purposes of this Agreement, the following words and phrases shall have the meanings set forth herein unless the context clearly requires otherwise:

“Adjacent Property” means the real property located in Lewisville’s corporate limits and more particularly described in Exhibit “B,” hereto.

“Development Regulations” mean Chapter 6 and 17 of the Code of Ordinances of the City of Lewisville, as amended, and such other ordinances or regulations relating to the use and development of the Property and the Adjacent Property on the Effective Date.

“Effective Date” means the date this Agreement is signed by the authorized representatives of all of the Parties.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Huffines Extension” means approximately one thousand three hundred (1300) linear feet of a two-lane public street with curb and gutter constructed with the approximate alignment shown in Exhibit “C” attached hereto from the southern end of the Huffines Boulevard as it exists on the Effective Date to its intersection with the proposed Corporate Drive.

“Property” means that certain tract of land located within City’s incorporated limits and more particularly described in Exhibit “A”, attached hereto.

Article III Deferral Agreement

3.1 Dedication of Right-of-Way: Notwithstanding any provision of Chapter 245, Texas Local Government Code, as amended, to the contrary, Farmers Branch agrees to dedicate to Lewisville Lot 4, Block A of the final plat approved by the Lewisville planning and zoning commission on October 4, 2016 (the “final plat”). Dedication shall be in fee simple by deed and shall be dedicated prior to Lewisville’s acceptance of the new scale house built on Lot 1A, Block A of the final plat.

3.2 Construction by Lewisville: Except as otherwise provided herein, Lewisville shall be responsible for the design and construction of the Huffines Extension at a time and/or date as determined at its discretion, but in no case shall actual construction commence later than the fifteenth (15th) anniversary of the Effective Date.

3.3 Escrow of Funds.

(a) Not later than thirty (30) days after the Effective Date, Farmers Branch will appropriate and set aside current funds in the amount of \$700,000.00 into a special project account fund (“the Huffines Extension Fund”) to be shown on Farmers Branch’s books, which funds shall be used solely to pay for the construction of the Huffines Extension.

(b) Not later than thirty (30) days after Lewisville provides written notice to Farmers Branch that the Lewisville City Council has awarded a contract for the design or construction of the Huffines Extension, Farmers Branch will pay to Lewisville the funds in the Huffines Extension Fund, said amount to not exceed \$700,000.00.

(c) Upon receipt of the funds from the Huffines Extension Fund, Lewisville shall place the funds into a project account identified on Lewisville’s accounting books to be called the “Huffines Extension Fund”. Such funds shall be used by Lewisville solely to pay the design and construction costs related to the design and construction of the Huffines Extension. Upon request by Farmers Branch, Lewisville shall provide a complete accounting of the expenditures paid by funds from the Huffines Extension Fund.

(d) Income and interest from the investment and/or deposit of the funds in the Huffines Extension Fund while held in the accounts of Farmers Branch and Lewisville shall belong to Lewisville.

3.4 Termination of Escrow Obligation. Farmers Branch’s obligation to retain the funds in the Huffines Extension Account or otherwise to pay for the construction of the Huffines Extension shall terminate upon occurrence of any of the following:

(a) Lewisville fails to award, sign a contract, and issue a notice to proceed for the design or construction of the Huffines Extension on or before the fifteenth (15th) anniversary of the Effective Date; or

(b) Lewisville obtains funds from a third-party, including, but limited to, Denton County, the North Texas Tollway Authority, or the Texas Department of Transportation, to construct the Huffines Extension; provided, however, if such third-party funds do not cover the entire cost of the construction of the Huffines Extension, Farmers Branch's obligation to fund the Huffines Extension Fund shall be reduced to an amount equal to the difference in the funds provided by the third-party and the actual costs of constructing the Huffines Extension; provided, however, that regardless of the amount received by the third-party, all income and interest from investment and/or deposit of the funds in the Huffines Extension Fund while held in the accounts of Farmers Branch or Lewisville shall belong to Lewisville; or

(c) Farmers Branch enters an agreement with a third-party to assume the obligations to construct and/or pay for the costs of constructing the Huffines Extension and said third-party either (i) proceeds to construct the Huffines Extension in accordance with plans and specifications approved by Lewisville or (ii) said third-party escrows the funds for construction of the Huffines Extension in accordance with the Development Regulations; provided, however, that regardless of any of the foregoing, all income and interest from investment and/or deposit of the funds in the Huffines Extension Fund while held in the accounts of Farmers Branch or Lewisville shall belong to Lewisville.

Article IV Miscellaneous

4.1 Notices. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the Parties at the address set forth below. Either Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Farmers Branch, to:

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

With Copies to:

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

In intended for Lewisville to:

City of Lewisville, Texas
Attn: City Manager
P. O. Box 299002
151 Church Street
Lewisville, TX 75029-9002

With Copies to:

4.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including, but not limited to, any successors in title to Property and/or the Adjacent Property.

4.3 Assignment. Farmers Branch shall not assign or transfer its rights or obligations under this Agreement in whole or in part to any other person or entity without the prior written consent of Lewisville, which consent will not be unreasonably withheld.

4.4 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.5 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 a State Court of competent jurisdiction in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

4.7 Recitals. The Recitals to this Agreement are incorporated herein as part of this Agreement.

4.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.10 Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

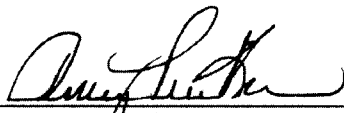
(Signatures on Following Page)

SIGNED AND AGREED this 12th day of October, 2016.

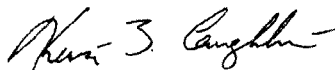
CITY OF FARMERS BRANCH, TEXAS

By: 
Charles Cox, City Manager

ATTEST:

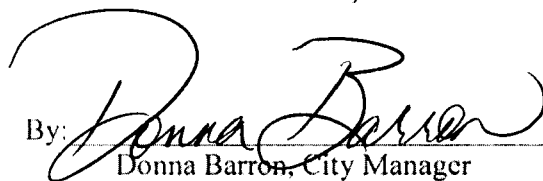

Amy Piukana, City Secretary

APPROVED AS TO FORM:

 for
Peter G. Smith, City Attorney

SIGNED AND AGREED this 18th day of October, 2016.

CITY OF LEWISVILLE, TEXAS

By: 
Donna Barron, City Manager

ATTEST:


Julie Heinze, City Secretary

APPROVED AS TO FORM:

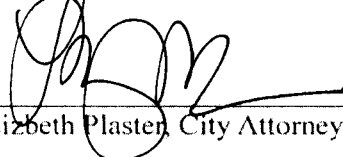

Lizbeth Plaster, City Attorney

Exhibit "A"
Description of the Property

EXHIBIT A

Whereas the City of Farmers Branch and Camelot Landfill TX, L.P. are the sole owners of that certain lot, tract or parcel of land situated in the Patrick O'Leary Survey, Abstract No. 974, the H. Harper Survey, Abstract No. 605, and the P. Higgins Survey, Abstract No. 525, Denton County, Texas, and being all of Lot 1, Block A of Farmers Branch Camelot Landfill Addition, an addition to the City of Lewisville, as recorded in Document No. 2009-129, of the Plat Records of Denton County, Texas, and being all that certain tract of land described in deed dated March 24, 1967 from M.L. Ledbetter et al to The Town of Highland Park, as recorded in Volume 351, Page 136, Deed Records, Denton County, Texas, and being that called 0.238 acre tract of land described in deed dated May 23, 1955, from 121 County Venture to the Town of Highland Park, as recorded in Volume 2384, Page 84, said Deed Records, and being a portion of that certain called 102.58 acre tract of land described in deed dated July 13, 1999, from the Town of Highland Park to the City of Farmers Branch, as recorded in Volume 4382, Page 15, said Deed Records, also being that certain tract of land described in deed dated July 19, 1999 from Barkusch Enterprises, L.C. to Camelot Landfill TX, L.P., as recorded in Volume 4383, Page 742, said Deed Records, and being more particularly described as follows:

PARCEL 1:

BEGINNING at a 5/8 inch iron rod found for the southwest corner of said City of Farmers Branch tract, same being the northwest corner of said Lot 1, same being in the east line of that certain tract of land to Freddy Duwe Stockard, et al, by deed recorded in Volume 633, Page 476, of said Deed Records;

THENCE North 01 deg. 55 min. 25 sec. East, along the common line of said City of Farmers Branch tract, and said Stockard tract, a distance of 1,019.05 feet to a 1/2 inch iron rod found with "Peiser & Mankin Surv" red plastic cap for the northwest corner of the herein described tract, same being the southwest corner of that certain tract of land from City of Farmers Branch to City of Lewisville, by Special Warranty Deed dated June 28, 2016, and recorded under Document No. 2016-76340, Official Public Records, Denton County, Texas;

THENCE South 88 deg. 58 min. 19 sec. East, through the interior of said City of Farmers Branch tract, and along the south line of said City of Lewisville tract, a distance of 3,887.09 feet to a 1/2 inch iron rod found with "Peiser & Mankin Surv" red plastic cap for the northeast corner of the herein described tract, same being in the east line of said City of Farmers Branch tract, same being in the west line of Lot 1, Block B of First Broadcasting Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 937, of said Plat Records;

THENCE South 00 deg. 43 min. 55 sec. West, along the common line of said Camelot Landfill TX tract, and said Lot 1, Block B, a total distance of 778.87 feet to a 1/2 inch iron rod found for the southwest corner of said Lot 1, Block B, same being in a north line of aforesaid Lot 1, Block A, Farmers Branch Camelot Landfill Addition;

THENCE North 87 deg. 33 min. 13 sec. East, along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Lot 1, Block B of First Broadcasting Addition, passing at a distance of 315.01 feet a 1/2 inch iron rod found for corner corner, and continuing a total distance of 349.25 feet a 1/2 inch iron rod found for corner, said point being the most northerly northeast corner of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, same being an internal corner of said Lot 1, Block B;

THENCE South 00 deg. 38 min. 00 sec. West, along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Lot 1, Block B, passing at a distance of 1030.53 feet a 1/2 inch iron rod found with "Powell Powell" cap, said point being the most southerly southwest corner of said Lot 1, Block B, same being the northeast corner of that certain tract of land to Larry D. Williams, by deed recorded in C.C. File No. 97-0019796 of aforesaid Deed Records, and continuing along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Williams tract, a total distance of 1135.31 feet to a point from which a 1/2 inch iron rod found with "Kadlock 3852" cap bears North 00 deg. 38 min. 00 sec. East, 3.01 feet, and another 1/2 inch iron rod found with "Pocheko Koch" cap bears North 42 deg. 57 min. 38 sec. West, 5.75 feet, said point being the most easterly southeast corner of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, same being the southwest corner of said Williams tract, same being in the north line of Lot 1, Block 1 of Indian Creek Ranch Golf Course Addition, Phase I, an addition to the City of Carrollton, Denton County, Texas, according to the plat thereof recorded in Cabinet O, Page 313, of aforesaid Plat Records;

THENCE along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Lot 1, Block 1 as follows:

North 88 deg. 23 min. 57 sec. West, a distance of 42.08 feet to a concrete monument with a 1/2 inch iron rod found;

South 44 deg. 07 min. 51 sec. West, a distance of 487.22 feet to a 1/2 inch iron rod found for corner;

South 00 deg. 29 min. 20 sec. West, a distance of 2175.70 feet to a 5/8 inch iron rod found with "Carter & Burgess" cap for corner, said point being the most easterly southeast corner of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition;

North 88 deg. 58 min. 21 sec. West, a distance of 394.00 feet to a 1/2 inch iron rod found for corner;

South 00 deg. 29 min. 20 sec. West, a distance of 230.00 feet to a point for corner in the approximate centerline of Elm Fork of Trinity River, said point being the most southerly southeast corner of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, same being the most westerly southwest corner of said Lot 1, Block 1, same being the most

northerly northeast corner of Lot 2, of D/FW Recycling & Disposal Facility, Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet L, Page 346, of aforesaid Plat Records;

THENCE along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Lot 2, and along the approximate centerline of said Elm Fork of Trinity River as follows:

South 51 deg. 01 min. 49 sec. West, a distance of 623.06 feet to a point for corner;

South 65 deg. 47 min. 32 sec. West, a distance of 239.43 feet to a point for corner;

South 80 deg. 05 min. 38 sec. West, a distance of 622.76 feet to a point for corner;

North 87 deg. 53 min. 29 sec. West, a distance of 232.31 feet to a point for corner;

North 73 deg. 57 min. 44 sec. West, a distance of 316.66 feet to a point for corner;

North 56 deg. 18 min. 20 sec. West, a distance of 463.78 feet to a point for corner;

North 81 deg. 23 min. 24 sec. West, a distance of 322.39 feet to a point for corner;

North 76 deg. 32 min. 03 sec. West, a distance of 493.32 feet to a point for corner;

North 88 deg. 31 min. 36 sec. West, a distance of 197.18 feet to a point for corner;

North 82 deg. 08 min. 34 sec. West, a distance of 237.74 feet to a point for corner;

South 78 deg. 06 min. 25 sec. West, a distance of 417.73 feet to a point for corner;

North 70 deg. 27 min. 39 sec. West, a distance of 407.54 feet to a point for corner;

North 59 deg. 22 min. 22 sec. West, a distance of 105.48 feet to a point for corner;

North 28 deg. 55 min. 54 sec. West, a distance of 277.90 feet to a point for corner, said point being the most westerly southwest corner of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, same being a northeast corner of said Lot 2, same being the most southerly southeast corner of Lot 5, of D/FW Recycling & Disposal Facility Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 929, of aforesaid Plat Records, same being the most southerly southwest corner of aforesaid Stockard tract;

THENCE South 89 deg. 38 min. 10 sec. East, along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Stockard tract, a distance of 1003.88 feet to a 1/2 inch iron rod found for corner, said point being the southeast corner of said Stockard tract;

THENCE North 00 deg. 24 min. 20 sec. East (basis of bearing), along the common line of said Lot 1, Block A, Farmers Branch Camelot Landfill Addition, and said Stockard tract, a distance of 3365.38 feet to the POINT OF BEGINNING and containing 459.758 acres of computed land more or less.

PARCEL 2:

BEGINNING at a 1/2 inch iron rod found with "Peiser & Mankin Surv" red plastic cap for the southeast corner of the herein described tract, same being the northeast corner of aforesaid City of Lewisville tract (Doc. No. 2016-76340), same being in the east line of aforesaid City of Farmers Branch tract, same being the southwest corner of Lot 1, Block A of First Broadcasting Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 937, of said Plat Records, same being the northwest corner of Corporate Drive (an 80 foot right-of-way, as dedicated by Cabinet V, Page 937, said Plat Records);

THENCE North 88 deg. 58 min. 19 sec. West, along the north line of said City of Lewisville tract, a distance of 227.18 feet to a 1/2 inch iron rod found with "Peiser & Mankin Surv" red plastic cap found for the southwest corner of the herein described tract, same being the southeast corner of Lot 11R, Block A, Riverview Industrial Park, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 52, said Plat Records, same being the northeast corner of a 40 foot right-of-way dedication of Corporate Drive (a 40 foot right-of-way, as dedicated by Cabinet V, Page 52, said Plat Records);

THENCE North 00 deg. 58 min. 02 sec. East, along the common line of said City of Farmers Branch tract, and said Lot 11R, passing the most easterly northeast corner of said Lot 11R, same being the most southerly point of a right-of-way dedication for Huffines Boulevard, as recorded in County Clerk's File No. (C.C. File No.) 2002-R0120523, of aforesaid Deed Records, and continuing along the common line of said City of Farmers Branch tract, and the east right-of-way line of said Huffines Boulevard, a total distance of 1193.40 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 deg. 42 min. 51 sec. East, continuing along the common line of said City of Farmers Branch tract, and the east right-of-way line of said Huffines Boulevard, a distance of 45.33 feet to a pk not found for corner for the northeast corner of the herein described tract, from which a 1/2 inch iron rod found bears North 00 deg. 42 min. 51 sec. East, 80.00 feet, said point being the most northerly northwest corner of said City of Farmers Branch tract, same being the southwest corner of NARCO Addition, an addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet O, Page 135, of aforesaid Plat Records;

THENCE South 89 deg. 17 min. 09 sec. East, along the common line of said City of Farmers Branch tract, and said NARCO Addition, a distance of 220.23 feet to a 1/2 inch iron rod found for the northeast corner of the herein described tract, said point being the most northerly northeast corner of said City of Farmers Branch tract, same being the northwest corner of that certain called 6.171 acre tract of land to Camelot Landfill TX, L.P., by deed recorded in C.C. File No. 99-0073144, of aforesaid Deed Records;

THENCE South 01 deg. 21 min. 32 sec. West, along the common line of said City of Farmers Branch tract, and said called 6.171 acre tract, a distance of 48.25 feet to a 1/2 inch iron rod found for corner;

THENCE South 02 deg. 06 min. 48 sec. West, continuing along the common line of said City of Farmers Branch tract, and said called 6.171 acre tract, a distance of 354.23 feet to a 1/2 inch iron rod found for corner for the most northerly northeast corner of aforesaid Camelot Landfill TX tract;

THENCE South 10 deg. 19 min. 42 sec. East, continuing along the common line of said City of Farmers Branch tract, and said called 6.171 acre tract, a distance of 47.46 feet to a point for the southwest corner of said called 6.171 acre tract, same being the northwest corner of aforesaid Lot 1, Block A of First Broadcasting Addition;

THENCE South 09 deg. 43 min. 52 sec. East, along the common line of said Camelot Landfill TX tract, and said Lot 1, Block A of First Broadcasting Addition, a distance of 11.12 feet to an angle point;

THENCE South 00 deg. 43 min. 55 sec. West, continuing along the common line of said Camelot Landfill TX tract, and said Lot 1, Block A, a distance of 780.09 feet to the POINT OF BEGINNING and containing 6.326 acres of computed land, more or less.

Exhibit "B"
Description of Adjacent Property

Exhibit B

Being all that certain 18.71 acre tract or parcel of land situated in the S. Hayden Survey, Abstract 537, the R.H. Barksdale Survey, Abstract No. 46, the A.J. Chowning Survey, Abstract No. 1638, the P. O'Leary Survey, Abstract No. 974, and the P. Higgins Survey, Abstract No. 525, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1, Block A of First Broadcasting Addition, and addition to the City of Lewisville, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 937, aforesaid plat records:

THENCE South 00 deg. 43 min. 55 sec. West, along the West line of said Lot 1, Block A, a distance of 1671.60 feet to a corner, same being the Southwest corner of Lot 1, Block B of said First Broadcasting Addition, same being in a North line of Lot 1, Block A, Farmers Branch Camelot Landfill Addition, an addition to the City of Lewisville, as recoded in Document No. 2009-129 of the Plat Records of Denton County, Texas;

THENCE South 87 deg. 33 min. 13 sec. West, a distance of 26.35 feet to a corner;

THENCE South 1 deg. 13 min. 24 sec. West, a distance of 1376.63 feet to a corner;

THENCE North 89 deg. 16 min. 42 sec. West, a distance of 664.37 feet to a corner;

THENCE North 1 deg. 14 min. 34 sec. East, a distance of 1121.66 feet to a corner;

THENCE South 88 deg. 42 min. 52 sec. East, a distance 522.92 feet to a corner;

THENCE North 25 deg. 58 min. 41 sec. East, a distance of 287.07 feet to a corner;

THENCE North 00 deg. 53 min. 13 sec. East, a distance of 1730.38 feet to a corner;

THENCE South 89 deg. 20 min. 46 sec. East, 31.33 feet to a corner;

THENCE South 09 deg. 47 min. 37 sec. East, a distance of 60.90 feet to the place of beginning and containing 18.71 computed acres of land more or less.

Exhibit “C”
Depiction of Proposed Huffines Extension Alignment

ATTACHMENT “2”
LANDFILL USE AGREEMENT

STATE OF TEXAS §
 §
COUNTIES OF DALLAS §
AND DENTON §

LANDFILL USE AGREEMENT

This **LANDFILL USE AGREEMENT** ("Agreement") is made as of the Effective Date by and between the **City of Lewisville** ("Lewisville"), a Texas home rule municipality, and the **City of Farmers Branch** ("Farmers Branch"), a Texas home rule municipality. Lewisville and Farmers Branch collectively referred to herein as "the Parties" or separately as "Party."

RECITALS

WHEREAS, Farmers Branch currently owns a tract of land located in Lewisville, Denton County, Texas, utilized as a Type I municipal solid waste landfill otherwise known as "Camelot Landfill" (the "Landfill") pursuant to Texas Commission on Environmental Quality ("TCEQ") Permit No. 1312A; and

WHEREAS, Farmers Branch is currently seeking a permit amendment from the TCEQ to expand the lateral and vertical limits and thereby expand the capacity of the Landfill ("the Project") pursuant to TCEQ Permit Application No. 1312B (the "Application"); and

WHEREAS, Farmers Branch must comply with all Lewisville applicable ordinances regarding development of property, except as otherwise varied by agreement of both parties; and

WHEREAS, Chapter 6 of the Lewisville Code of Ordinances, as amended, sets forth the tree mitigation requirements for the development of land within Lewisville ("Tree Mitigation Regulations"); and

WHEREAS, in lieu of strict compliance with the Tree Mitigation Regulations, Farmers Branch desires to have Lewisville residents dispose of solid waste at the Landfill without charge at least one (1) day per calendar month; and

WHEREAS, Farmers Branch desires to enter this Agreement with Lewisville to provide such service;

NOW, THEREFORE, for and in consideration of the promises and agreements made one to one another as provided herein, the Parties agree as follows:

1. **Landfill Use by Lewisville Residents.** Subject to the provisions of this Agreement, Farmers Branch agrees to allow residents of Lewisville to dispose of municipal solid waste at the Landfill at no cost on one (1) calendar day per month beginning the first calendar month following the closure of the DFW Recycling and Disposal Facility located at 1601 Railroad Street in Lewisville, Texas.

2. **Residents Only.** Only people occupying a residential dwelling unit located within Lewisville's incorporated limits may use the service provided by Farmers Branch in accordance

with Section 1, above, at the time the person utilizes the service. Farmers Branch and/or the entity with whom Farmers Branch has contracting to operate the Landfill (which, as of the Effective Date, is Camelot Landfill TX, LP)(“the Operator”) shall be authorized to establish such policies and procedures reasonable and necessary to confirm that a person delivering solid waste to the Landfill pursuant to this Agreement is a current Lewisville resident, including, but not limited to, requiring presentation of a current driver’s license, City of Lewisville water bill or other utility bill, or similar proof of residency.

3. Excluded Waste Not Accepted. Notwithstanding anything to the contrary herein, Farmers Branch and the Operator shall not be required to accept at the Landfill from any person Excluded Waste. For purpose of this Agreement:

a. “Excluded Waste” means any material containing hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations. “Excluded Waste” shall also include tires and vehicle batteries.

b. “Hazardous Materials” and “Hazardous Waste” shall mean solid waste identified or listed as a hazardous material or hazardous waste by the Administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901, et seq.), or by any appropriate state agency under federal or state law.

4. Notice of Service. Lewisville shall be solely responsible for informing its residents of the services available pursuant to this Agreement.

5. Compliance with Policies. Any person delivering solid waste to the Landfill pursuant to this Agreement must comply with all operational rules relating to delivery and disposal of solid waste at the Landfill that are applicable to all other persons delivering and disposing of solid waste at the Landfill. Farmers Branch and the Operator shall have the right to prohibit a Lewisville resident from delivering solid waste to the Landfill if such person does so in violation of the policies adopted by Farmers Branch and/or the Operator or otherwise attempts to dispose of Excluded Waste at the Landfill.

6. Notices. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the Parties at the address set forth below. Either Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Farmers Branch, to:
City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With Copies to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201

In intended for Lewisville to:

City of Lewisville, Texas
Attn: City Manager
P. O. Box 299002
151 Church Street
Lewisville, TX 75029-9002

With Copies to:

City Attorney
P.O. Box 299002
Lewisville 75029-9002

7. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including, but not limited to, any successors in title to Property and/or the Adjacent Property.

8. **Assignment.** Farmers Branch shall not assign or transfer its rights or obligations under this Agreement in whole or in part to any other person or entity without the prior written consent of Lewisville, which consent will not be unreasonably withheld.

9. **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

10. **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 a State Court of competent jurisdiction in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

11. **Entire Agreement.** This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

13. **Recitals.** The Recitals to this Agreement are incorporated herein as part of this Agreement.

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

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

16. **Headings.** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

17. **Effective Date.** This Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties ("the Effective Date").

18. Termination. This Agreement shall terminate immediately if the Application is denied without further rights of Farmers Branch to appeal such denial.

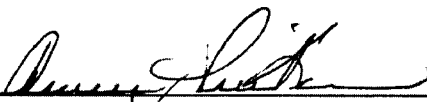
(Signatures on Following Page)

SIGNED AND AGREED this 12th day of October, 2016.

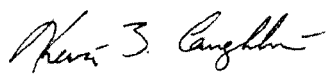
CITY OF FARMERS BRANCH, TEXAS

By: 
Charles Cox, City Manager

ATTEST:

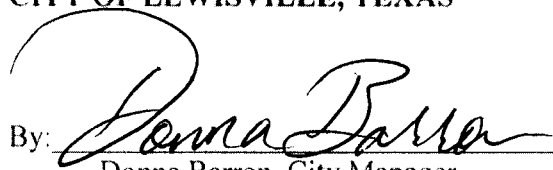

Amy Piukana, City Secretary

APPROVED AS TO FORM:

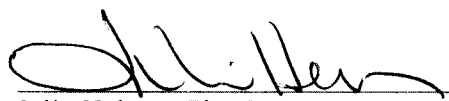
 for
Peter G. Smith, City Attorney

SIGNED AND AGREED this 18th day of October, 2016.

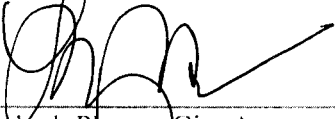
CITY OF LEWISVILLE, TEXAS

By: 
Donna Barron, City Manager

ATTEST:


Julie Heinze, City Secretary

APPROVED AS TO FORM:


Elizabeth Plaster, City Attorney