

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) between the City of Farmers Branch, Texas, a Texas home rule municipality, (City), and Thomas Cusick Custom Homes, LLC, a Texas limited liability company (“Developer”), on the following recitals, terms and conditions.

**RECITALS**

**WHEREAS**, the Developer intends to construct a qualifying project consisting of a three (3) story town-home dwelling complex with a maximum of 38 individual dwelling units, a pocket park, adjacent and on-site public roads, landscaping and trees, and stormwater improvements on a tract of land within the City comprised of approximately 2.6 acres (the “Project”); and

**WHEREAS**, the Project is intended to be constructed in part on property owned by the City, described generally as an approximate 0.938-acre tract of land located at 13309 Josey Lane, and more particularly described in Exhibit “A,” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, the Developer has prepared concept plans associated with the development of the Property and will use commercially reasonable efforts to secure sufficient investment and funding to design, construct and operate the Project; and

**WHEREAS**, the Developer has applied to the City for development incentives needed for the installation and construction of the Project’s infrastructure, and the City expects that the incentives offered in this Agreement will facilitate and enable the Project; and

**WHEREAS**, the City has determined that attraction of private investment and the diversification of residential and nonresidential product types in the City will promote economic development, stimulate commercial activity, provide for the creation and retention of primary jobs and residential opportunities for the citizens of the City, generate additional tax revenue, stabilize and enhance the tax base and economic vitality of the City; promote the development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, and the development and expansion of commerce in the state; and

**WHEREAS**, the City is authorized by Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate private investment in the City, and is authorized by Section 253.0125 of the Texas Local Government Code to transfer interests in property to primarily promote public purposes related to economic development; and

**WHEREAS**, the City has determined that making economic development grants and incentives in accordance with this Agreement will further the objectives of the City and will benefit the City and its inhabitants and will promote local economic development and stimulate employment, business, and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

**ARTICLE 1**  
**Certain Definitions**

“City” shall mean the City of Farmers Branch, Texas.

“Commencement of Construction” shall mean that (i) plans have been prepared and submitted to applicable governmental authorities; and (ii) all necessary permits for the construction on the Property pursuant to the respective plans have been issued by all applicable governmental authorities. The issuance of the first development permit shall be deemed the Commencement of Construction.

“Completion of Construction” shall mean the date upon which the City conducts and approves a final inspection for the first structure built on the Property.

“Concept Plan” means the preliminary concept plan for the Project as attached hereto as Exhibit “B,” and subsequent iterations of the site plan as may be approved by the City in the course of the City’s planning process.

“County” shall mean Dallas County, Texas.

“Effective Date” shall mean the last date of execution of this Agreement.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party’s existence as an on-going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party to this Agreement including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, by the order of a court resulting from any litigation brought by a third party to prevent or delay Buyer's development, construction, or operation, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the party), pending referendum, fires, explosions or floods, strikes, slowdowns or work stoppages. Such extension shall be for a period equal to the actual length of such delay, together

with any time reasonably required by Buyer to re-mobilize for construction as a result of such delay.

“Infrastructure” or “Infrastructure Improvements” mean infrastructure necessary to develop, operate and maintain the Project including streets and roads, site improvements, water and sewer facilities (other than services and lines on individual lots to mains), drainage facilities, and related improvements, including but not limited to: (1) the design, engineering and construction of streets, roads, alleys and rights-of-way on the Property (and related types of improvements) necessary for the Project or for access or improved access to the Property; (2) the design, engineering, construction and installation of water, sewer and drainage utilities and facilities on the Property necessary for the development and operation of the Project; and (3) the design, engineering, construction and installation of drainage and related improvements on the Property (e.g. storm sewers, detention ponds, retention ponds, drainage pipes, culverts, over sizing of facilities) necessary for the Project; and the design, engineering, construction and installation of the Project Amenities.

“Project” means, consistent with the Concept Plan, the planning, development, construction, and operation of the Project consisting of a maximum of 38 owner-occupied individual town home dwelling units, site amenities, and all necessary or appropriate improvements to the 2.6+/- acre land in which the Property is a part, including, but not limited to, parking areas, landscaping, fencing, and fixtures, and infrastructure necessary to develop, construct and operate the facilities, and will include but not be limited to: (1) the design, engineering and construction of streets, roads, parking areas, drive approaches, utility infrastructure, and drainage facilities on the Property; and (2) the design, engineering and construction and operation of buildings and structures to be used for single-family residential purposes.

“Property” means an approximate 0.938-acre tract of land located at 13309 Josey Lane, and more particularly described in Exhibit “A,” attached hereto and incorporated herein.

## **ARTICLE 2 Developer Obligations**

### **2.1. Construction of Project.**

- (a) The Developer shall diligently pursue the development of the Project, subject to events of Force Majeure. Developer shall apply for all appropriate zoning and permits required by applicable laws and ordinances promptly following execution of this Agreement and the conveyance of the Property to Developer. The Developer shall commence construction of the Project diligently after zoning and plat approvals.
- (b) The Project must be constructed in substantial compliance with the Concept Plan attached as Exhibit “B.”
- (c) The Property shall be an owner-occupied town home development and will not be used, owned or operated as a multifamily rental or apartment complex. Deed restrictions shall so state. This condition shall apply only to the Property, not the entirety of the Project.

- (d) The Developer shall design and construct the Infrastructure in accordance with the standards set forth in the City's land development ordinances and construction standards.
- (e) All components of the Project and all conduct, construction, and activities associated with the design, development, construction, and occupancy of the Project shall be in compliance with all applicable laws and ordinances.

2.2. Subject to events of Force Majeure, (1) Developer will achieve Commencement of Construction no later than 24 months of and from the Effective Date, and (2) will achieve Completion of Construction on or before 30 months after Commencement of Construction. This period may be extended by the City Manager for a period not to exceed twelve additional months.

2.3. Infrastructure.

- (a) The Developer will construct, install, and where appropriate, dedicate to the City all on-site and off-site Infrastructure Improvements no later than the date of the Completion of Construction, unless specifically provided otherwise by written agreement of the parties. All Infrastructure Improvements shall be designed, constructed and inspected, and all applicable fees, including but not limited to permit fees and inspection fees, shall be paid by Developer, in accordance with applicable state and City standards, laws and regulations, and any other governing body or entity with jurisdiction over the Infrastructure. All approved final plats within the Project shall include the Infrastructure located therein.
- (b) The Infrastructure to be conveyed to the City shall be owned by the City upon acceptance by the City, and thereafter operated and maintained by the City. Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Infrastructure to the City and the public.

2.6 Investment. The total Project costs, consisting of private investment in the Project, to be expended by Developer or caused to be expended by Developer in improvements to the Property and additions to personal property, shall be a cumulative total of approximately \$30,000,000.00

2.8 [RESERVED]

2.9. Separated Contracts. In developing and constructing the Project, Developer will use reasonable efforts to encourage all contractors and vendors to use "separated contracts" (as that term is defined in Rule 3.291, Title 34, Part 1, Texas Administrative Code), in order to maximize sales tax revenues.

2.10. Permissible Uses. The Project shall not be used for any other purpose other than those uses permissible under applicable zoning and land use regulations applicable to the Property and shall operate as such continuously.

2.11. The obligation of the City to provide the incentives herein are subject to the above conditions, and the obligations assumed by Developer are conditions precedent and subsequent.

### **ARTICLE 3 City Obligations**

3.1. Economic Development Grant. Subject to the terms, covenants and conditions of this Agreement, the City will transfer to Developer the Property in accordance with the Purchase and Sale Agreement attached hereto and incorporated herein as Exhibit "C." Contemporaneous with the transfer of the Property, the Developer will remit to the City the purchase price of \$200,000.00 as full consideration for the conveyance of the Property, subject to the terms and conditions of Exhibit "C." The parties acknowledge that the agreed purchase price reflects a difference in the value of the property of \$400,000.00, which the parties acknowledge is the grant amount provided to Developer in this Agreement.

3.2. The City shall promptly consider and act upon all development permit applications, including but not limited to grading and building permits, applications to zone or rezone the Project, and plat applications, and shall approve, deny or request appropriate information in a timely manner, reasonably and without undue delay. Notwithstanding, nothing contained within this section or within this Agreement shall be deemed to constitute an approval of any development application.

3.2. The payment of any grant amount and the transfer of the Property shall in all events and for all purposes be deemed to be a grant in accordance with the provisions of Chapter 380 of the Texas Local Government Code, and the conveyance of the Property and its subsequent use shall promote the City's public purposes relating to economic development. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

### **ARTICLE 4 Events of Default; Events of Termination; Recapture**

4.1. This Agreement terminates upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by the City or Developer if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party (subject to extension if the event is not capable of being cured within such time frame but the party has commenced such cure and is diligently pursuing same);
- (c) by the City if Developer or an assignee or successor in interest fails to satisfy any one or more of the Developer's Obligations identified in Article 2 above and such default

or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party (subject to extension if the event is not capable of being cured within such time frame but the party has commended such cure and is diligently pursuing same);

- (d) by the City if Developer or an assignee or successor in interest suffers an Event of Bankruptcy or Insolvency prior to Completion of Construction; or
- (f) by the City or by Developer, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

4.2. Termination and Recapture. In the event that this Agreement is terminated for any reason by the City based upon Developer's or an assignee's or successor in interest's breach, default or failure to meet any one or more of the Developer Obligations of Article 2 hereof, the Developer or its assignee or successor in interest shall immediately upon notice refund to the City the grant amount of \$400,000.00. The foregoing amount shall be deemed overdue if not paid within 30 days of written demand, and shall thereafter accrue interest at the rate set forth in Sec. 2251.025, Texas Government Code (one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday).

4.3. Indemnification. Developer waives, releases and holds harmless all officers, directors, employees, personnel and representatives of the City from any and all claims, liabilities, losses, and damages of any kind or nature (including but not limited to attorney's fees and costs), of all kinds and nature relating to a failure of the City to pay the Grant or any part thereof, or arising in any way from this Agreement. Developer's exclusive remedies shall be those set forth in the Purchase and Sale Agreement attached as Exhibit "C."

## **ARTICLE 6**

### **Covenants, Representations, and Warranties**

5.1. Separated Contracts. In developing and constructing the Project, Developer will use reasonable efforts to encourage all contractors and vendors to use "separated contracts" (as that term is defined in Sec. 3.291 of the Texas Administrative Code), in order to maximize sales tax revenues to the City.

5.2. Existence; Authority. Developer represents and warrants that it has sufficient legal authority to conduct business in the State of Texas; that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so. The City represents and warrants that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

5.3. Limitation of Liability. Except for the City's obligations to pay the Grant proceeds as set forth in this Agreement, the City and the City and all past, present and future officials, officers, employees and agents make no warranties and assume no responsibilities or liabilities to Developer or any third party in connection with the development and improvement of the Project, and Developer hereby holds harmless and waives any and all claims against the City and the City and its officials, officers, employees, agents and representatives for any claims, losses, injury, or damage (including but not limited to attorney's fees and costs) to persons or property arising from this Agreement. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties and neither party shall in any way be deemed an agent of the other. Developer acknowledges and agrees that there shall be no personal recourse to the officials, officers, employees or agents of the City or the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

5.4. Nothing in this Agreement shall be deemed to be a waiver of any defenses or immunities held by the City, whether sovereign, governmental, official, qualified or otherwise, all such defenses and immunities being expressly retained.

5.5. Nothing in this Agreement shall be deemed or construed to be the grant, approval or authorization of any permit, plan, application or entitlement absent (i) full compliance with all statutes, regulations and requirements and (ii) final approvals from all appropriate building, code and zoning officials and entities. In the event that any application of any kind in relation to any aspect of the development of the Project is approved solely by inaction and operation of law, the Developer shall elect to waive said approval or forfeit the receipt of any grants or reimbursements under this Agreement.

## **ARTICLE 7 Miscellaneous**

6.1. Recitals. The recitals in the preamble to this Agreement are hereby incorporated herein as part of this Agreement.

6.2. Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be assigned by Developer, and Developer shall have the authority to assign, sell or transfer ownership of the Project or the Property or any part thereof to any person or entity, provided that such assignment, sale or transfer shall only be with the consent of the City, which consent shall not be unreasonably withheld. However, no consent shall be required for an assignment or transfer to an affiliate, parent or subsidiary of Developer, but notice of such assignment or transfer shall be given.

6.3. Governing Law. The validity of this Agreement and all 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 lie exclusively in the state courts of appropriate jurisdiction in Dallas County, Texas.

6.4. Amendment. This Agreement may be amended only by the mutual written agreement of the parties hereto. This Agreement and the exhibits made a part hereof constitute the entire agreement of the parties; there are no other prior conditions, understandings or agreements between the parties.

6.5. Legal Construction. In the event 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 the other provisions hereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. Both parties have had sufficient opportunity to consult with legal counsel, to discuss the terms of this Agreement with legal counsel, and to negotiate its terms with legal counsel; this Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

6.6. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee): (i) upon actual receipt or refusal by the addressee by hand, telecopier or other electronic transmission; or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid; or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (e.g. U.S. Express Mail or Federal Express) for one-day delivery, addressed to the party to whom notice is intended to be given at the following addresses:

If intended for the City:

Benjamin Williamson  
City Manager  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

With copies to:

David M. Berman  
Nichols | Jackson  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for Developer, to:

Thomas Cusick Custom Homes, LLC,  
Attn: Tom Cusick  
13901 Midway Road, Suite 102-274  
Dallas, Texas 75244

With copies to:

Attn: Robert Dowd  
4100 Spring Valley Road, Suite 930  
Dallas, Texas 75244

6.7. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.8. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held or deemed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.9. No Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

6.10. Conflicting terms; Interpretation. The terms and provisions of this Agreement and all agreements subordinate to this Agreement shall be interpreted in accordance with the intent of the parties, in harmony, and to give effect to all provisions. If and to the extent that any subordinate agreement may contain any term or provision that is in conflict with any term or provision in this Agreement, then the provisions of this Agreement shall prevail and be given full effect.

6.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

EXECUTED and effective as of the last date of signature hereinbelow:

[Signatures on Following Page]

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
Benjamin Williamson, City Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Stacy Henderson, City Secretary

By: \_\_\_\_\_  
David M. Berman, City Attorney

**THOMAS CUSICK CUSTOM HOMES, LLC**

By: \_\_\_\_\_  
Thomas Cusick,  
Managing Member

Date: \_\_\_\_\_

## **EXHIBIT 'A'**

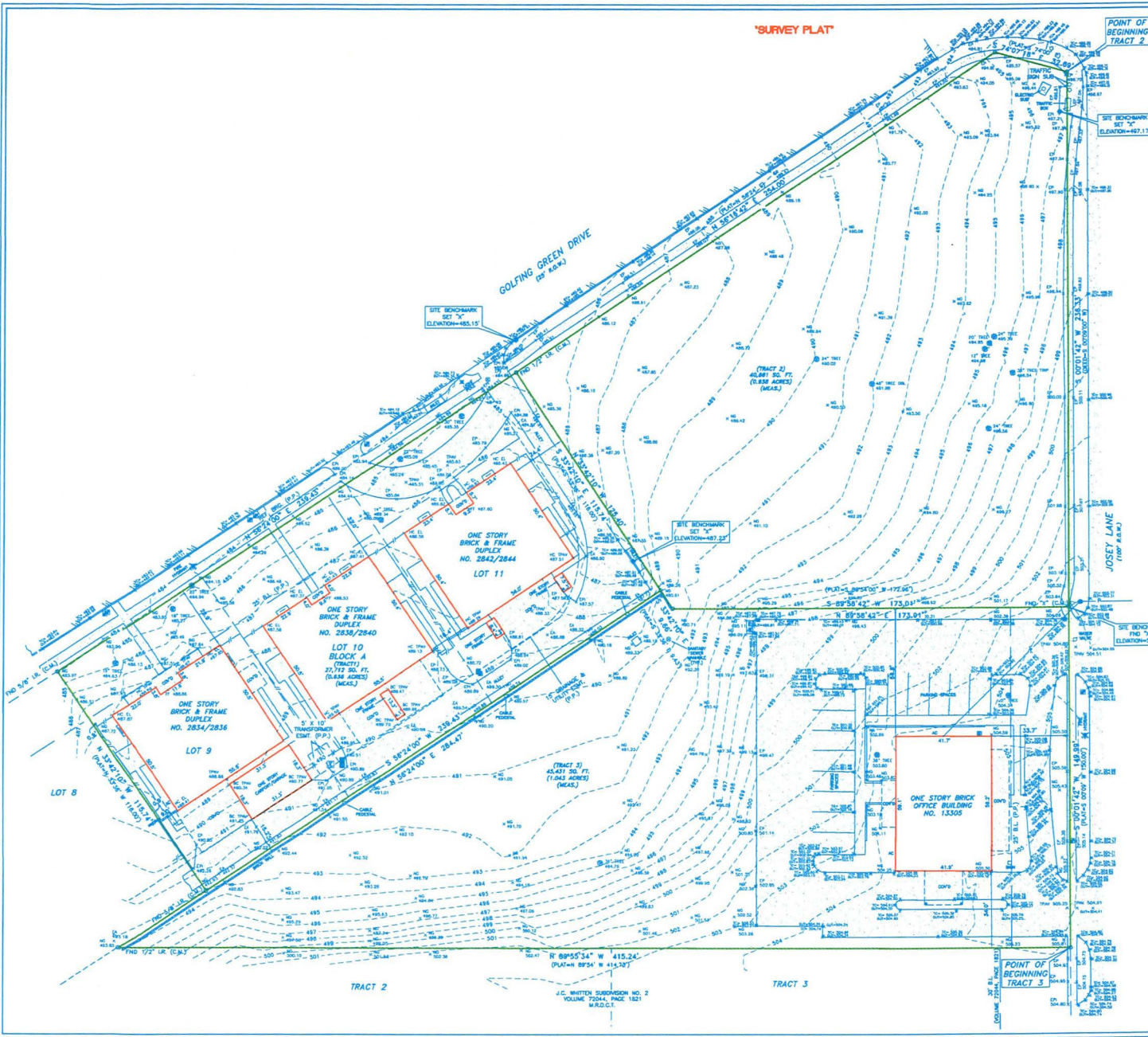
### **PROPERTY DESCRIPTION**

Approximately 0.938 acres of land in Farmers Branch, Texas, out of the Robert J. West Survey, Abstract No. 1576, situated in Dallas County, Texas, and being identified as Tract 4 of the Robert J. West Subdivision, Abstract 1576, according to the Map or Plat thereof recorded in Volume 71024/882 DD02041971 CO-DC, Page 353, Map Records of Dallas County, Texas, depicted and labeled on Exhibit "B" attached hereto and incorporated herein by referenced, together with all improvements and fixtures located thereon, but subject to the Permitted Exceptions (collectively referred to herein as "theProperty").

**EXHIBIT "B"**  
**CONCEPT PLAN**



**'SURVEY PLAT'**



POINT OF BEGINNING TRACT 2

SITE BENCHMARK SET "X" ELEVATION=497.17

SITE BENCHMARK SET "X" ELEVATION=465.12

SITE BENCHMARK SET "X" ELEVATION=467.37

SITE BENCHMARK SET "X" ELEVATION=504.08

POINT OF BEGINNING TRACT 3

**PROPERTY DESCRIPTION:**

**TRACT 1:**

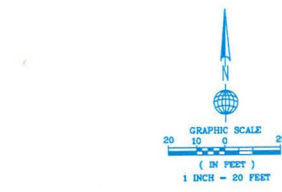
BEING LOT 11, LOT 10, AND LOT 8, IN BLOCK 8, OF PARKWAY SOUTH ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 70217, PAGE 1845, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

**TRACT 2:**

BEING SITUATED IN THE ROBERT J. WEST SURVEY ABSTRACT NO. 1376, IN DALLAS COUNTY, TEXAS, AND BEING TRACT 3 OF THE REVISED PARKWAY SOUTH ADDITION, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 70217, PAGE 1845, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING A RESURVEY OF A CALLED 0.838 ACRE TRACT OF LAND RECORDED IN A DEED TO THE CITY OF FARMERS BRANCH, OF RECORD IN VOLUME 71224, PAGE 885, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT AN "X" SET FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF JOSEY LANE (100' RIGHT-OF-WAY), AT THE NORTHWEST CORNER OF SAID 0.838 ACRE TRACT; THENCE SOUTH 07°01'42" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID JOSEY LANE, A DISTANCE OF 236.53 FEET TO AN "X" FOUND FOR CORNER AT THE SOUTHWEST CORNER OF SAID 0.838 ACRE TRACT; THENCE SOUTH 87°24'42" WEST ALONG THE SOUTH LINE OF SAID 0.838 ACRE TRACT, A DISTANCE OF 173.01 FEET TO A POINT FOR CORNER AT THE SOUTHWEST CORNER THEREOF; THENCE NORTH 32°42'10" WEST ALONG THE SOUTHWEST LINE OF SAID 0.838 ACRE TRACT AND THE NORTHWEST RIGHT-OF-WAY LINE OF AN ALLEY, A DISTANCE OF 135.40 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE MOST WESTERN CORNER OF SAID 0.838 ACRE TRACT, IN THE SOUTHWEST RIGHT-OF-WAY LINE OF GOLFING GREEN DRIVE (20' RIGHT-OF-WAY); THENCE NORTH 58°18'42" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID GOLFING GREEN DRIVE, A DISTANCE OF 254.00 FEET TO A POINT FOR CORNER AT THE NORTH CORNER OF SAID 0.838 ACRE TRACT; THENCE SOUTH 74°07'18" EAST ALONG THE NORTHEAST LINE OF SAID 0.838 ACRE TRACT, A DISTANCE OF 32.68 FEET TO THE PLACE OF BEGINNING AND CONTAINING 40,861 SQUARE FEET OR 0.938 ACRES OF LAND.

**TRACT 3:**

BEING SITUATED IN THE ROBERT J. WEST SURVEY ABSTRACT NO. 1458, IN DALLAS COUNTY, TEXAS, AND BEING COLONIAL SAVINGS AND LOAN 1.043 ACRE TRACT, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 17098, PAGE 798, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND BEING A RESURVEY OF A 1.043 ACRE TRACT OF LAND RECORDED IN A DEED TO THOMAS CURICK CUSTOM HOMES, L.L.C., OF RECORD UNDER COUNTY CLERK'S FILE NUMBER 201800138189, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF SAID JOSEY LANE (100' RIGHT-OF-WAY), AT THE SOUTHWEST CORNER OF SAID 1.043 ACRE TRACT; THENCE NORTH 89°30'34" WEST ALONG THE SOUTH LINE OF SAID 1.043 ACRE TRACT, A DISTANCE OF 413.24 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER THEREOF, IN THE SOUTHWEST RIGHT-OF-WAY LINE OF AN ALLEY; THENCE NORTH 54°24'00" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID ALLEY, A DISTANCE OF 284.47 FEET TO A POINT FOR CORNER AT THE MOST NORTHERN CORNER OF SAID 1.043 ACRE TRACT; THENCE SOUTH 32°42'10" EAST ALONG THE NORTHEAST LINE OF SAID 1.043 ACRE TRACT, A DISTANCE OF 8.88 FEET TO A 5/8" IRON ROD SET FOR CORNER; THENCE NORTH 82°54'42" EAST ALONG THE NORTH LINE OF SAID 1.043 ACRE TRACT, A DISTANCE OF 173.01 FEET TO AN "X" FOUND FOR CORNER AT THE NORTHEAST CORNER THEREOF, IN THE WEST RIGHT-OF-WAY LINE OF SAID JOSEY LANE; THENCE SOUTH 07°01'42" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID JOSEY LANE, A DISTANCE OF 149.89 FEET TO THE PLACE OF BEGINNING AND CONTAINING 43,431 SQUARE FEET OR 1.043 ACRES OF LAND.



**REMARKS:**  
ALL DIMENSIONS SHOWN HEREON ARE BASED UPON FIELD DATA BY MEASUREMENTS MADE ON 07/20/2020 UTILIZING A TRIMBLE 5600 WITH THE ALTIMETER SET TO NETWORK.

**NOTE:**  
(P.P.) INDICATES BUILDING LINES, EASEMENTS, E.L.S.A. DIMENSIONS, ETC. ARE PER PLAT REFERENCED IN LOCAL DESCRIPTION HEREON.

**FLOOD STATEMENT:**  
ACCORDING TO AN INTERPRETATION OF COMMAPY PANEL NO. 48074 010C, DATED 07/22/2014, OF THE NATIONAL FLOOD INSURANCE FLOOD MAPS FOR DALLAS COUNTY, TEXAS, THE SUBMITTED PROPERTY APPEARS TO BE WITHIN FLOOD ZONE "X" AND IS NOT SHOWN TO BE WITHIN A SPECIAL FLOOD HAZARD AREA. THIS FLOOD STATEMENT SHALL NOT CONSTITUTE LIABILITY ON THE PART OF THE SURVEYOR.

CERTIFIED TO THOMAS CURICK CUSTOM HOMES, L.L.C.		DATE: 07/20/2020	
<b>SYMBOL</b>	<b>LEGEND</b>	<b>FROM</b>	<b>FOUND</b>
---	1/4" IRON ROD	---	1 1/2" IRON PIPE
---	1/2" IRON PIPE	---	CONCRETE
---	CONCRETE	---	BLINDING LINE
---	BLINDING LINE	---	COUNTY BOUNDARY
---	COUNTY BOUNDARY	---	ADJACENT PROPERTY
---	ADJACENT PROPERTY	---	ADJACENT ROAD
---	ADJACENT ROAD	---	ADJACENT LOT
---	ADJACENT LOT	---	ADJACENT TRACT
---	ADJACENT TRACT	---	ADJACENT BLOCK
---	ADJACENT BLOCK	---	ADJACENT SUBDIVISION
---	ADJACENT SUBDIVISION	---	ADJACENT CITY
---	ADJACENT CITY	---	ADJACENT COUNTY
---	ADJACENT COUNTY	---	ADJACENT STATE
---	ADJACENT STATE	---	ADJACENT FEDERAL
---	ADJACENT FEDERAL	---	ADJACENT NATIONAL
---	ADJACENT NATIONAL	---	ADJACENT INTERNATIONAL
---	ADJACENT INTERNATIONAL	---	ADJACENT UNIDENTIFIED

**Global Land Surveying, Inc.**  
SERVING THE GREATER DALLAS-FORT WORTH METROPOLIS SINCE 2002

JOSEPH L. WHITTEN  
TABLE 0887

BLANK LAND SURVEYING, INC.  
1256 WINDY LAKE  
DALLAS, TEXAS 75245  
PHONE (972) 891-1700  
WWW.GLOBALSURVEYING.COM  
PLOT NO. 10716100

**EXHIBIT "C"**

**PURCHASE AND SALE AGREEMENT**

## PURCHASE AND SALE AGREEMENT

This **Purchase and Sale Agreement** (“**Agreement**”) to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date (“**Effective Date**”) of the last of the signatures by Seller and Buyer as parties to this Agreement and acknowledgment by Title Company of receipt of the Agreement.

**Seller:** City of Farmers Branch, Texas

**Seller’s Address:** Attn: Benjamin Williamson, City Manager  
City of Farmers Branch  
13000 William Dodson Parkway  
Farmers Branch, Texas 75234

Phone: (972) 247-3131

E-mail: [benjamin.williamson@farmersbranchtx.gov](mailto:benjamin.williamson@farmersbranchtx.gov)

**Seller’s Attorney:** David M. Berman  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
500 N. Akard Street, Ste 1800  
Dallas, Texas 75201

Phone: (214) 965-9900

E-mail: [dberman@nicholsjackson.com](mailto:dberman@nicholsjackson.com)

**Buyer:** Thomas Cusick Custom Homes, LLC, a Texas limited liability company  
Attn: Tom Cusick  
13901 Midway Road, Suite 102-274  
Dallas, Texas 75244

Telephone: (214) 728-9396

Email: [tom@thomascusickhomes.com](mailto:tom@thomascusickhomes.com)

**Buyer’s Attorney** Attn: Robert Dowd  
4100 Spring Valley Road, Suite 930  
Dallas, Texas 75244  
E-mail : [robert@robtowd.com](mailto:robert@robtowd.com)

**Property:** Approximately 0.938 acres of land in Farmers Branch, Texas, out of the Robert J. West Survey, Abstract No. 1576, situated in Dallas County, Texas, and being identified as Tract 4 of the Robert J. West Subdivision, Abstract 1576, according to the Map or Plat thereof recorded in Volume 71024/882 DD02041971 CO-DC, Page 353, Map Records of Dallas County, Texas, depicted and labeled on Exhibit "A" attached hereto and incorporated herein by referenced, together with all improvements and fixtures located thereon, but subject to the Permitted Exceptions (collectively referred to herein as "the Property").

**Title Company/  
Escrow Agent:** Republic Title of Texas, Inc.  
Attn: Amy Castro, Senior Vice President/Escrow Officer  
2026 Howell St., 10<sup>th</sup> floor, Dallas, TX, 75204  
  
Telephone: 214-855-8897  
Email: [acastro@republictitle.com](mailto:acastro@republictitle.com)

**Inspection  
Period:** The period beginning on the Effective Date and ending on the 10<sup>th</sup> day after the Effective Date.

**Closing Date:** Thirty (30) days after the Inspection Period, subject to extension as provided herein.

**Purchase Price:** **\$200,000.00** (TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS) and other consideration provided herein.

**Earnest Money:** **\$5,000.00** to be credited to the Purchase Price at Closing, paid to Title Company not later than five (5) Business Days after the Effective Date; of which \$200.00 constitutes a non-refundable Option Fee.

**Option Fee:** \$200.00 non-refundable portion of Earnest Money to be credited at Closing as part of Earnest Money; which amount shall be applied to the Purchase Price or paid to Seller on any earlier termination of this Agreement except as otherwise in this Agreement.

**NOW, THEREFORE**, in consideration of the sum of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

#### **AGREEMENT**

1. **Sale and Purchase.** Seller agrees to sell, and Buyer agrees to purchase, the Property as provided in this Agreement for the Purchase Price, including any and all improvements located on the Property, and subject to the additional consideration set forth in this Agreement.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than ten (10) calendar days after the Effective Date, to the extent not already obtained by or provided to Buyer prior to the Effective Date, Seller will, at Buyer's expense, obtain:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company issued to the Buyer in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession or that are available to Seller as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the Property that Seller has in its possession or that may be available to Seller; and

(viii) any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Buyer.

(b) If not already obtained by Buyer prior to the Effective Date, not later than twenty (20) calendar days after the Effective Date, Buyer may, at no expense to Seller, obtain a survey (the "**Survey**") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor setting forth the proposed boundaries of the Property generally consistent with the boundaries depicted on **Exhibit "A"** hereto.

(c) The Survey shall be staked on the ground, and the Survey plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what is listed on the Title Commitment and shall set forth a metes and bounds description of the Property. If different than the platted description of the Property because of save and except portions of the platted lot, then, the legal description contained in said Survey shall be used by the parties as the legal description contained in the Special Warranty Deed. Otherwise, if there are no save and exception portions of the platted lot, then the platted lot legal description will be used in the Special Warranty Deed.

(d) Buyer shall, not later than five (5) days after Buyer's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment. If there are objections by Buyer or any encumbrances on the Property that are requested to be released by Buyer prior to Closing, Seller shall in good faith attempt to satisfy such objections prior to Closing, but Seller shall not be required to incur any cost to do so, all such costs being the responsibility of Buyer. If Seller delivers written notice to Buyer not later than the second (2<sup>nd</sup>) calendar day after Seller's receipt of Buyer's objections that Seller is unable to satisfy such objections, the Buyer may either waive such objections and accept title as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period.

3. **Inspection Period.**

(a) During the Inspection Period, Buyer and its agents or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice to Seller and conduct such inspections, tests, and studies as Buyer may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld. If for any reason Buyer determines not to purchase the Property, Buyer may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither Party shall have no further claim against the others under this Agreement. If Buyer does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Buyer shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Buyer may enter the Property to conduct their inspection but shall be solely responsible for any damages caused thereby, or any claims arising therefrom. **Buyer shall repair, or cause to be repaired, any damage to the Property caused by Buyer, and/or its agents, contractors, representatives, consultants, or employees. Buyer shall indemnify and defend Seller and City and hold Seller and City harmless from and against any and all claims, liabilities, or damages to the Property or against Seller caused by intentional or negligent acts or omissions of Buyer and/or Buyer's authorized agents, representatives or employees during the Inspection Period or as a result of any inspection of the Property by such parties.**

(c) During the Inspection Period, Buyer may review and conduct any studies relating to engineering and environmental matters associated with the Property; provided, however, no invasive testing (such as a Phase II ESA) shall be permitted without Seller's prior written consent, which Seller may withhold at its sole discretion. Notwithstanding the foregoing to the contrary, if a Phase I Environmental Site Assessment (a "**Phase I ESA**") is performed on behalf of Buyer by a reputable and licensed environmental engineer or professional engineering firm (as applicable, "**Environmental Consultant**"), and, in the reasonable opinion of Environmental Consultant, the findings of such Phase I ESA discloses materials and/or conditions affecting the Property such that the performance of a Phase II Environmental Site Assessment (a "**Phase II ESA**") is recommended in order to fully assess same, then Seller agrees to not unreasonably withhold its consent to the performance of a Phase II ESA at the Property on conditions, in locations and with a scope approved in advance in writing by Seller. Upon completion of any Phase I ESA and/or Phase II ESA, Buyer shall promptly provide a copy of same to Seller. No Phase II ESA shall commence prior to the delivery of the Phase I ESA to Seller.

(d) The provisions of this Section 3 shall expressly survive any termination of this Agreement or the Closing for a period of six (6) months.

4. **Closing Date.** The closing of the sale of the Property (the "**Closing**") shall occur on the Closing Date at the Title Company, or at such other times as may be agreeable to the parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed (the "**Deed**") substantially in the form attached hereto as Exhibit "B" conveying good and indefeasible title to the Property to Buyer, free and clear of any and all encumbrances except the Permitted Exceptions; excluding the mineral rights, such mineral rights being reserved by City pursuant to the City Purchase Contract or by prior grantors;

(ii) such other documents as may be reasonably required by the Title Company in order to cause the Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Buyer, at Buyer's expense; and

(iii) possession of the Property, free of parties in possession.

(b) At the Closing, Buyer shall deliver to the Title Company and/or to the Seller through the Title Company:

(i) the Purchase Price in "good funds" as defined by Procedural Rule P-27 of the Texas Title Insurance Basic Manual of the Texas Department of Insurance, less any funds on deposit/in escrow with the Title Company;

(ii) the Economic Development Agreement duly executed by Buyer; and

(iii) such other documents as may be reasonably required by the Title Company to close the contemplated transaction.

With respect to the issuance of the title policy, the Buyer agrees to execute such documents as required by the Title Company to allow the cost of the Owner's Title Policy and any related endorsements that are required to be issued pursuant to the City Purchase Contract regarding the Property is passed through to the sale of the Property by Seller to Buyer, it being the intent of Buyer and Seller that only one title policy be issued in favor of Buyer following the concurrent closing of this transaction and the transaction between Seller and City.

6. **Taxes.** Buyer understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Buyer. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) The payment of any unknown principal, interest, late fees, and attorneys' fees required to be paid for obtaining any release or partial release of mortgage or other liens on the Property that are identified in Schedule C of the Title Commitment, if any; and

(ii) Seller's attorneys' fees, if any.

(b) Except for those costs for which Seller is responsible pursuant to Section 7(a), above, Buyer hereby agrees to pay and be responsible for all costs of closing including the following:

(i) all fees and premiums for the Basic Owner's Title Policy and any endorsements to the Basic Owner's Title Policy, including all costs related to researching title and determining existing liens, known or unknown;

(ii) all fees for obtaining the Survey, if any;

- (iii) all of the Title Company's escrow fees;
- (iv) recording fees for the Deed;
- (v) all costs and expenses incurred by or on behalf of Buyer, including Buyer's attorneys' fees;
- (vi) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property; and
- (vii) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** Those matters constituting Permitted Exceptions pursuant to the Owner Sales Contract shall constitute Permitted Exceptions pursuant to this Agreement.

9. **Conditions to Closing.** Closing on the sale of the Property shall be conditioned upon and subject to satisfaction of the following:

- (a) Each of the representations and warranties made by Parties in this Agreement will be true and complete in all material respects on the Closing Date as if made on and as of such date;
- (b) The Parties will not have failed to materially perform or comply with any of the agreements or obligations in the manner and within the periods provided herein;
- (c) The Title Company will have irrevocably committed to issue the Title Policy;
- (d) On the Closing Date, there will be no third-party injunction, writ, preliminary restraining order, or any order of any nature issued or threatened by a court of competent jurisdiction directing that the transaction contemplated by this Agreement not be consummated, as herein provided; and
- (e) Seller closing on the purchase of the Property from the City of Farmers Branch pursuant to the City Purchase Contract.

10. **Reservation of Minerals; Waiver of Surface Rights.** Buyer agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance to Buyers all oil, gas, and other minerals owned by Seller located in and under, and that may be produced from, the Property to the extent not reserved by prior grantors. The following language regarding Seller's reservation of minerals and waiver of surface rights shall be included in the substance of the Deed:

"There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on, and under the Property and that may be produced from it ("**Grantor's Mineral Interest**"). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries, or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use

the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting, or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; provided, however, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing, or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; provided further, however, that the well bore for any oil or gas well or any other equipment that enters the subsurface of the Property; provided, however, that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon."

11. **Property Sold As Is.**

(a) Buyer hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "as is, where is, and with all faults" basis. The occurrence of Closing shall constitute an acknowledgement by Buyer that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the special warranty deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the special warranty deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Buyer affirming that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Buyer agrees that prior to the expiration of the Inspection Period it will have the opportunity to examine and investigate the Property and that, in purchasing the Property, Buyer will rely

solely upon its independent examination, study, inspection and knowledge of the Property, and Buyer is relying solely upon its own examination, study, inspection, and, except for representations and warranties specifically set forth herein and, except for the special warranties of title set forth in the special warranty deed, knowledge of the Property and Buyer's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller.

(d) The provisions of this Section 12 shall survive the termination of this Agreement and the Closing.

12. **Remedies.**

(a) If Buyer defaults under the provisions of this Agreement, Seller's sole remedy shall be to terminate this Agreement and receive the Earnest Money as liquidated damages, thereby releasing all Parties from this Agreement.

(b) If Seller defaults under the provisions of this Agreement, Buyer's sole remedy shall be (i) to terminate this Agreement and receive a refund of the Earnest Money and the Option Fee, thereby releasing all Parties from this Agreement (except for those matters that expressly survive termination of this Agreement), or (ii) specific performance.

(c) No termination of this Agreement shall occur pursuant to a default until the non-defaulting Party has provided written notice of default to the defaulting Party not less than ten (10) days prior to the proposed date of termination and the defaulting Party has failed to cure the default: provided, however, if all Parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents and closing on the sale of the Property and one Party fails to perform such necessary acts to deliver funds and execute documents required for Closing on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing Party and such Party continues to fail to close on the transaction.

(d) Notwithstanding anything herein to the contrary, the failure of the conditions to Closing set forth in Section 9 shall not constitute a default of this Agreement; provided, however, failure of such conditions to be satisfied prior to the date of Closing shall entitle Buyers to the sole remedy of terminating this Agreement and receiving a refund of the Earnest Money and the Option Fee.

13. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by email transmission, to the addresses of each Party stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

14. **Sale Subject to Provisions of Tex. Loc. Govt. Code §252.0125.** Buyer acknowledges City has contracted with Seller to sell the Property without requiring an auction or solicitation of competitive bids pursuant to Section 253.0125 of the Texas Local Government Code.

15. **Miscellaneous.**

This Agreement is subject to the following additional provisions and conditions:

(a) **Entire Agreement.** This Agreement contains the entire agreement of the Parties pertaining to the purchase and sale of the Property. The parties agree there are no oral agreements, understandings, representations, or warranties made by the parties that are not expressly set forth in this Agreement. Any prior written agreements, understanding, representations, or warranties between the parties will be deemed merged into and superseded by this Agreement unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation, or warranty to survive the execution of this Agreement.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both Parties.

(c) **Assignment.** No Party shall assign that Party's interest in this Agreement without the written consent of the other Parties.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) **Effective Date.** The Effective Date of this Agreement shall be the last date on which (i) the authorized representatives of all parties have signed this Agreement, and (ii) the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) **Deadlines and Other Dates.** All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business (each being a "**non-business day**"), then the end of such period shall be extended to the next day that is not one of the foregoing described days (i.e., a "**business day**").

(g) **Brokers.** The Parties represent and warrant they have worked with no broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party agrees to indemnify, defend, and hold the other Parties harmless from and against any costs, expenses, or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, by reason of any dealings or acts of the indemnifying Party.

(h) **Zoning.** Neither Seller nor City assumes any obligation to change the current zoning of the Property.

(i) **Counterparts: Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Signatures to this Agreement, any amendment hereof, and any notice given hereunder, delivered electronically via pdf, .jpeg, .TIF, .TIFF or similar electronic format shall be deemed an original signature and fully effective as such for all purposes.

(j) **Legal Construction.** In the event 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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) **Law Governing.** This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court in any such action.

(l) **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive.

**SIGNED AND AGREED** and effective on the last date of signature hereinbelow.

**Seller:**

**CITY OF FARMERS BRANCH,**  
a Texas Home Rule Municipality

By: \_\_\_\_\_  
Terry Lynne, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stacy Henderson, City Secretary

\_\_\_\_\_  
David M. Berman, City Attorney

**BUYER:**

**THOMAS CUSICK CUSTOM HOMES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RECEIPT OF AGREEMENT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Buyer on the \_\_\_ day of \_\_\_\_\_, 2026.

[Insert Title Company Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "B"**  
**FORM OF SPECIAL WARRANTY DEED**

After Recording, Return to:

Thomas Cusick Custom Homes, LLC  
13901 Midway Road, Suite 102-274  
Dallas, Texas 75244

**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.**

**Special Warranty Deed**

**Date:** \_\_\_\_\_, 2026

**Grantor:** City of Farmers Branch, Texas.

**Grantor's Mailing Address:** 13000 William Dodson Parkway, Farmers Branch, Texas 75234  
[Dallas County]

**Grantee:** Thomas Cusick Custom Homes, LLC

**Grantee's Mailing Address:** 13901 Midway Road, Suite 102-274 Dallas, Texas 75244 [Dallas County]

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):** Approximately 0.938 acres of land in Farmers Branch, Texas, out of the Robert J. West Survey, Abstract No. 1576, situated in Dallas County, Texas, and being identified as Tract 4 of the Robert J. West Subdivision, Abstract 1576, according to the Map or Plat thereof recorded in Volume 71024/882 DD02041971 CO-DC, Page 353, Map Records of Dallas County, Texas

**Reservations from Conveyance:** There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on, and under the Property and that may be produced from it ("Grantor's Mineral Interest"). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries, or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at

levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting, or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; provided, however, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing, or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; provided further, however, that the well bore for any oil or gas well or any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 500 feet below the surface of the Property; provided, however, that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon.

**Exceptions to Conveyance and Warranty:** Validly existing easements, rights-of-way, and prescriptive rights; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property, and all oil, gas, and other minerals reserved by prior grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys the Property to Grantees in the respective percentage undivided interests set forth above, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantees and Grantees' successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

**CITY OF FARMERS BRANCH, TEXAS.**

**[EXHIBIT ONLY – DO NOT SIGN]**

**By:** \_\_\_\_\_  
Terry Lynne, Mayor