

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
FOR
RESIDENTIAL DEMOLITION/REBUILD PROGRAM INCENTIVE AGREEMENT
(Previously Entered on September 21, 2020, by Edwin and Barbara Bonneau)**

This Assignment, Assumption and Consent Agreement (“Agreement”) for Residential Demolition/Rebuild Program Incentive Agreement (previously entered on September 21, 2020 by Edwin and Barbara Bonneau related to 12715 Epps Road, Farmers Branch, Texas) is made by and between the City of Farmers Branch, Texas (“City”), Edwin and Barbara Bonneau, by and through their authorized legal representative(s) as listed below, (“Assignor”), and Susan Millis (“Assignee”), collectively hereinafter referred to as the “Parties”.

RECITALS:

WHEREAS, the City and Assignor entered into that certain Residential Demolition/Rebuild Program Incentive Agreement for 12715 Epps Road, Farmers Branch Texas, dated effective as of September 21, 2020, which is attached hereto as **Exhibit A** (“Incentive Agreement”); and

WHEREAS, Assignor desires to assign all of its rights, obligations, and liabilities under the Incentive Agreement to Assignee; and

WHEREAS, Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Incentive Agreement; and

WHEREAS, the City desires to consent to such assignment, acceptance, and assumption.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Findings Incorporated. The foregoing recitals, including Exhibits referenced therein, are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

Section 2. Assignment of Incentive Agreement. As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors, and assigns, all of Assignor’s rights, title, and interest in, to and under the Incentive Agreement. A copy of the Incentive Agreement, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.

Section 3. Assumption of Incentive Agreement. As of the Effective Date, the Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.

Section 4. Consent to Assignment and Assumption. The City hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the Parties hereto agree that the City shall be able to pursue claims accruing or arising incident to the Incentive Agreement on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims.

Section 5. Miscellaneous Provisions.

(a) **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

(b) **Assignment.** This Agreement shall not be further assigned, in whole or in part, without the prior written consent of the City.

(c) **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(d) **Governing Law.** The laws of the State of Texas shall govern this Agreement; and the venue for any action concerning 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.

(e) **Amendments.** This Agreement may only be amended by the mutual written agreement of the Parties.

(f) **Severability.** 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(g) **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, or by confirmed facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

To the City:
City of Farmers Branch
Attn: Ben Williamson, City Manager
13000 William Dodson Parkway
Farmers Branch, TX 75234

With copies to:
Whitt Wyatt, City Attorney
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road
Suite 700-220
Flower Mound, Texas 75028

To the Assignor:
Edwin and Barbara Bonneau
Attn: Todd Bonneau
2815 Valley View Lane #118
Farmers Branch, Texas 75234

With a copy to:

2710 Farmers Branch Road
Farmers Branch, Texas 75234

To the Assignee:
Susan Millis
12715 Epps Field Road
Farmers Branch, Texas 75234

(h) **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

(i) **Effective Date.** This Agreement shall become on the last date of execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ASSIGNOR:
Edwin Bonneau

ASSIGNOR:
Barbara Bonneau

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ASSIGNEE:

Susan Millis, individually

By: _____

Date: _____

CITY OF FARMERS BRANCH

By: _____
Ben Williamson, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Whitt Wyatt, City Attorney
[vf 03.11.2025]

EXHIBIT A

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