

**WHEREAS**, the City of Dallas owns certain land in the Antonio Maximilia Survey Abstract No. 311, Kaufman County, Texas by deed recorded in Volume 436, page 321 to the City of Dallas (the "Property") which is used by Dallas Water Utilities Lake Tawakoni pipeline; and

**WHEREAS**, Ables Springs Solar, LLC, a Delaware limited liability company, desires to lease approximately 4,496 square feet of the Property (the "Premises") for the purpose of installing, maintaining and operating a single, underground electrical circuit and associated fiber for a solar energy generation project, as Lessee, with the City of Dallas, as Lessor; and

**WHEREAS**, the City of Dallas is agreed to entering into a fixed term Lease Agreement for the Premises.

**Now, Therefore,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a lease agreement (the "Lease") between Ables Springs Solar, LLC, a Delaware limited liability company, and its successors and assigns, as lessee hereinafter referred to as "Lessee", and the City of Dallas, a Texas municipal corporation, as lessor, hereinafter referred to as "City", for approximately 4,496 square feet of City-owned land located in Kaufman County, Texas (the "Premises") to install, maintain and operate a single, underground electrical circuit and associated fiber for a solar energy generation project.

**SECTION 2.** That the special terms and conditions of the lease are:

(a) The lease is for a term of twenty (20) years beginning November 1, 2024 and ending October 31, 2044.

(b) Monthly rental payments during the term shall be as follows:

November 1, 2024 – October 31, 2025	\$12,000.00 per year
November 1, 2025 – October 31, 2026	\$12,360.00 per year
November 1, 2026 – October 31, 2027	\$12,730.80 per year
November 1, 2027 – October 31, 2028	\$13,112.72 per year
November 1, 2028 – October 31, 2029	\$13,506.10 per year
November 1, 2029 – October 31, 2030	\$13,911.28 per year
November 1, 2030 – October 31, 2031	\$14,328.61 per year
November 1, 2031 – October 31, 2032	\$14,758.46 per year
November 1, 2032 – October 31, 2033	\$15,201.21 per year
November 1, 2033 – October 31, 2034	\$15,657.24 per year

November 1, 2034 – October 31, 2035	\$16,126.95 per year
November 1, 2035 – October 31, 2036	\$16,610.75 per year
November 1, 2036 – October 31, 2037	\$17,109.07 per year
November 1, 2037 – October 31, 2038	\$17,622.34 per year
November 1, 2038 – October 31, 2039	\$18,151.01 per year
November 1, 2039 – October 31, 2040	\$18,695.54 per year
November 1, 2040 – October 31, 2041	\$19,256.40 per year
November 1, 2041 – October 31, 2042	\$19,834.09 per year
November 1, 2042 – October 31, 2043	\$20,429.11 per year
November 1, 2043 – October 31, 2044	\$21,041.98 per year

- (c) The Premises are to be used by Lessee to install, maintain and operate a single, underground electrical circuit and associated fiber for a solar energy generation project.
- (d) Lessee shall be responsible for all leasehold improvements, repair and maintenance to the Premises, at no cost to City.
- (e) Lessee shall pay for all operation costs and any authorized or unauthorized expenses, operational or otherwise, that may be incurred by Lessee or third parties during the term of this lease related to its use of the Premises.
- (f) Lessee shall pay all taxes on the Premises during the lease term arising out of its use of the Premises.
- (g) Lessee shall be responsible for ensuring that its operations and improvements do not result in non-compliance with any local, state or federal law.
- (h) Lessee shall obtain and maintain in full force and effect insurance, including without limitation worker's compensation, liability and risk insurance, on the Premises in such form and amounts as City shall require.
- (i) Lessee shall pay the cost of all utility services and initial connection charges including but not limited to all charges for gas, water and electricity serving the Premises.
- (j) Lessee shall be responsible for securing the Premises and general upkeep.
- (k) Lessee shall be responsible for ensuring Dallas Water Utilities' pipelines are staked and flagged at all times, including but not limited to construction and planned maintenance.
- (l) Lessee shall be responsible for hiring a potholing service to vacuum

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excavate each pipe and measure its elevation relative to mean sea level.

- (m) Lessee shall ensure Dallas Water Utilities staff is present during potholing and shall call (214) 670-8963 to schedule.
- (n) Lessee shall be required to maintain a minimum of four (4) feet separation vertically, outside to outside, between the proposed installation and Dallas Water Utilities' pipelines.
- (o) Lessee shall be responsible to ensure that no piers or drilling of any kind be permitted within City's Property or within twenty (20) feet of the Dallas Water Utilities pipelines.
- (p) Lessee shall be responsible for ensuring only tracked equipment be used over Dallas Water Utilities' pipelines and that no wheeled equipment be used unless otherwise approved by Dallas Water Utilities. An engineering plan to protect Dallas Water Utilities' assets (infrastructure and installations on the Property) will be required for review and approval. Any required engineering plan shall be submitted to Dallas Water Utilities.
- (q) Lessee shall not allow any equipment over H2O loading within the leased premises or within the City's Property. An engineered matting plan shall be submitted and approved by Dallas Water Utilities for any equipment passing over the Dallas Water Utilities pipelines.
- (r) Lessee shall not allow any vertical structures, including fencing and wall, to be erected over the Dallas Water Utilities pipelines.
- (s) Lessee and/or contractor shall initiate contact with Dallas Water Utilities at (214) 670-8963 and through Texas 811 at least 48 hours prior to construction.
- (t) City shall have the absolute right to terminate this lease upon ninety (90) days written notice for and at City's convenience for a public purpose as defined in the agreement.
- (u) Lessee shall have the right to terminate this lease upon thirty (30) days written notice, a payment of \$100.00 and no right of refund to any portion of rent.
- (v) The Premises will be restricted to an area between 479 mean sea level and 464 mean sea level.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in Water and Sewer Fund, Fund 0100,

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Department DWU, Unit 7005, Revenue Code 8482, Encumbrance/Contract No.  
DWU-2024-00026006.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:  
TAMMY L. PALOMINO, City Attorney

BY:   
Assistant City Attorney