

**PRE-ANNEXATION AGREEMENT**  
**BETWEEN THE CITY OF FORT WORTH, TEXAS**  
**AND**  
**CARL EDMOND WILLIAMS AND DOROTHY JAYNE WILLIAMS**  
**FAMILY REVOCABLE TRUST**

**THIS PRE-ANNEXATION AGREEMENT** ( “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (“Effective Date”) by and between the City of Fort Worth, a home rule municipal corporation located in the state of Texas, (“City”) and situated in portions of Tarrant, Denton, Johnson, Parker, and Wise Counties, acting by and through its duly authorized Assistant City Manager, and **Carl Edmond Williams and Dorothy Jayne Williams Family Revocable Trust**, (hereinafter referred to as the “Owners”).

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Tarrant County, Texas, which consists of approximately 1.2720 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference (“Property”); and

**WHEREAS**, the Property is located within the City’s Certificate of Convenience and Necessity areas for water service; and

**WHEREAS**, the Property is located within the City’s Extraterritorial Jurisdiction and not presently contiguous to the City; and

**WHEREAS**, the Owner of the Property has requested water and sewer service to the property and pursuant to the City’s annexation policy, all property to receive such services must be within the corporate limits of the City or the Owner must agree to be annexed into the corporate limits of the City when the Property becomes contiguous to the City; and

**WHEREAS**, the Owner desires to petition the City to annex the property pursuant to Subchapter C-3, Chapter 43 of the Texas Local Government Code into the City at the time the Property becomes contiguous to the City; and

**WHEREAS**, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation under the provisions of Subchapter C-3, Chapter 43 of the Texas Local Government Code, and upon the request of the City the Owner shall execute all applications and documentation required by Texas law; and

**WHEREAS**, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code (“LGC”);

**WHEREAS**, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, the annexation and execution of this Agreement are subject to approval by the Fort Worth City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is more particularly described and set forth in Exhibit "A".
2. **INTENT.** It is the intent of the City and Owners that this Agreement to be annexed when the Property becomes contiguous to the City shall allow for the provision of water and/or sewer services to the Property in accordance with the City's annexation policy and state law. As a condition of said provision of water and/or sewer services, the City may annex the Owner's land upon it becoming contiguous and adjacent to the City corporate limits in accordance with Chapter 43 of the Texas Local Government Code. The formal Petition/Consent for Annexation is attached hereto as Exhibit "B" and made a part hereof. No further consent of Owner shall be required for the City to annex said property at some time in the future upon it becoming contiguous and adjacent to the City corporate limits. Upon the request of the City, the Owner shall execute all applications and documentation required by Texas law.
3. **WATER AND/OR WASTEWATER SERVICES.** Upon execution of this Agreement, the City will provide water and/or sewer services in a manner that is consistent with its policies and procedures in effect and in compliance with Chapter 35 of the City Code. Owner will be responsible for all costs for the establishment and/or improvement of public service delivery systems to the property in accordance with such policies and regulations and any other applicable law, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal

bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

9. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
12. **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.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement shall be duly recorded in the Public Records of the applicable county. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the Effective Date.

**CITY OF FORT WORTH**

**CARL EDMOND WILLIAMS AND  
DOROTHY JAYNE WILLIAMS  
FAMILY REVOCABLE TRUSTEE**

By: \_\_\_\_\_  
Dana Burghdoff  
Assistant City Manager

By: *Carl E. Williams*  
Name: CARL E. WILLIAMS  
Trustee  
*Carl E. Williams*

Approved as to Form and Legality:

\_\_\_\_\_  
Assistant City Attorney

Attest:

\_\_\_\_\_  
Mary Kayser  
City Secretary

Approvals:  
M&C \_\_\_\_\_  
Ordinance No. \_\_\_\_\_

State of Texas §  
County of Tarrant §

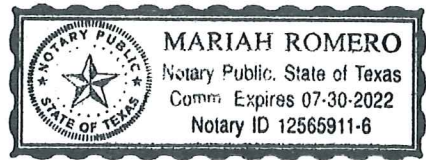
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal  
corporation, on behalf of said corporation.

By: \_\_\_\_\_  
Notary Public, State of Texas

State of Texas §  
County of Tarrant §

This instrument was acknowledged before me on the 1st day of February, 2021,  
by Carl E. Williams, Trustee on behalf of Carl Edmonds Williams and Dorothy Jayne Williams  
Family Revocable Trust.

By: Mariah Romero  
Notary Public, State of Texas



After Recording Return to:  
City Secretary  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102

**EXHIBIT A**  
**Legal description of property**  
**Verbal description and Image**

**EXHIBIT B**  
**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF FORT WORTH, TEXAS:

The undersigned owner(s) of the hereinafter described tract(s) of land petition your honorable Body to extend, when the land becomes contiguous to the City, the present city limits so as to include as part of the City of Fort Worth, Texas, the territory described in the attached Exhibit A, including a survey by metes and bounds or legal description with subdivision, lot and block with a graphic exhibit clearly showing the tract(s).

We certify that in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Carl E. Williams

Carl E. Williams, Trustee  
Carl Edmond Williams and Dorothy Jayne Williams  
Family Revocable Trust

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on the 1<sup>st</sup> day of February, 2021, by Carl E. Williams, Trustee on behalf of Carl Edmonds Williams and Dorothy Jayne Williams Family Revocable Trust.

Given under my hand and seal of office, this 1<sup>st</sup> day of February, 2021.



Mariah Romero  
Notary Public in and for  
Tarrant County, Texas.