

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS
AND THE M.T. COLE FAMILY PARTNERSHIP NO. 2, LP

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and The M.T. Cole Family Partnership No. 2, LP ("Owner").

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, 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, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in Denton County, Texas, which consists of approximately 186.229 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");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. AX-22-001 ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case 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 the subject of the Annexation Case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, "full municipal services" means all services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire – The City's Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to the level of service contemplated or projected in the area.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City's Fire Department and MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
 - iv. Planning and Zoning – The City's Development Services Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
 - viii. Roads and Streets (including Street lighting) - The City's Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - ix. Water and Wastewater to Existing Structures. Occupied structures that are using water-well and on-site sewer facilities on the Effective Date may continue to use the same. If a property owner desires to connect an existing structure to

the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City's cost for each occupied lot or tract in accordance with the City's "Policy for the Installation of Community Facilities" and applicable law. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

- x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.
 - c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
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 Case 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.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** 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, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** Except as provided in Section 15, 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 day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF FORT WORTH

The M.T. Cole Family Partnership No. 2, LP

By: _____
Name: _____
Title: Assistant City Manager

By: Jennifer Alexander
Jennifer Alexander #447, 2023 4/26/23
Name: Jennifer Alexander
Title: Manager

Approved as to Form and Legality:

Name: _____
Senior Assistant City Attorney

Attest:

City Secretary

Approvals:
M&C: _____
Ordinance No. _____

State of Texas §
County of Tarrant §

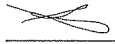
This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, Assistant City Manager of the City of Fort Worth, a Texas
municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas §
County of Denton §

This instrument was acknowledged before me on the 7th day of February, 2022,
by Jennifer Alexander, Manager of on behalf of said The M.T. Cole Family Partnership No. 2, LP.

By: 

Notary Public, State of Texas

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

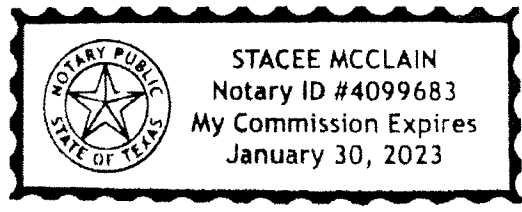


EXHIBIT A

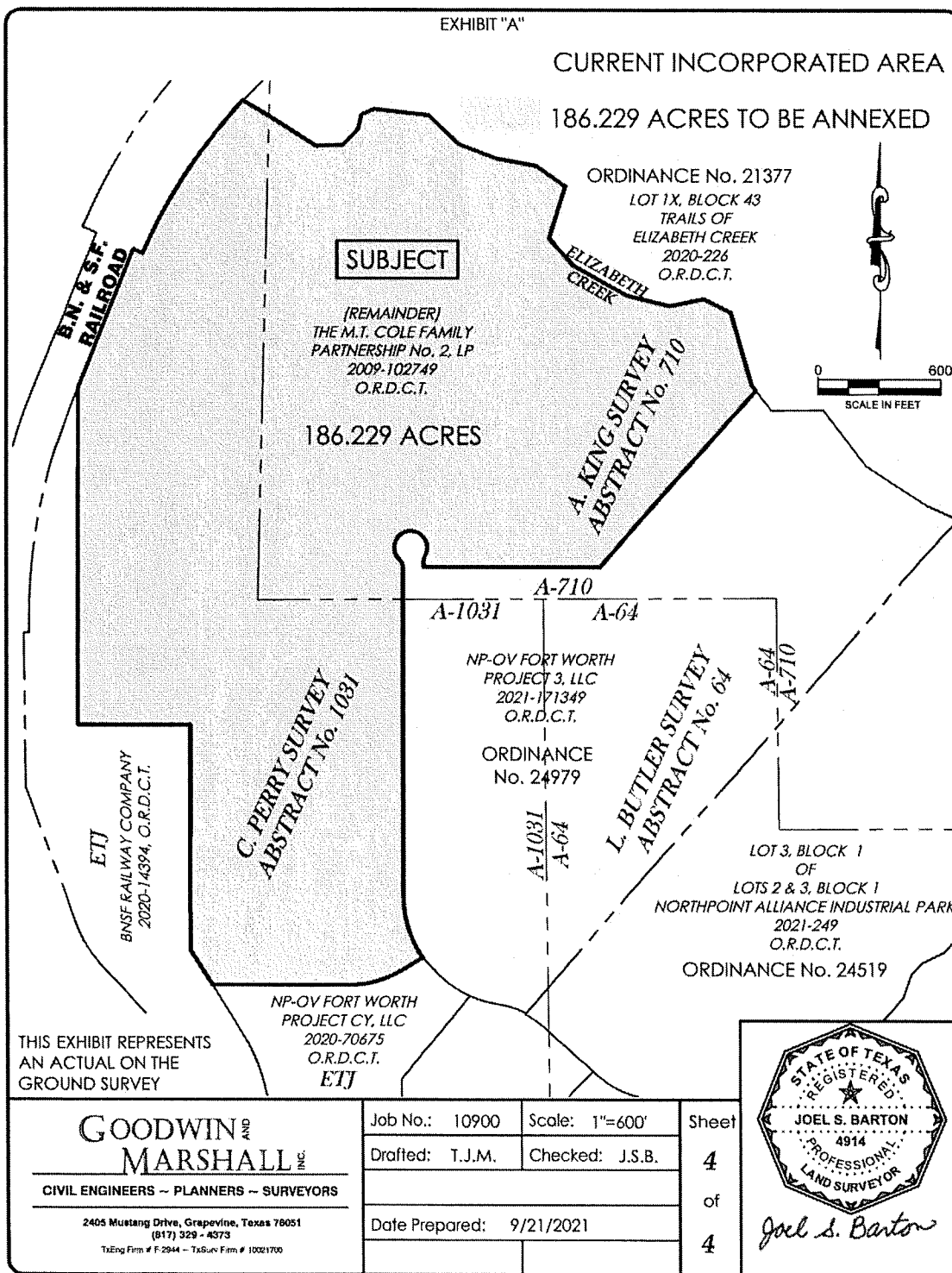


EXHIBIT A Continued

EXHIBIT "A" PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF DENTON:

BEING a tract of land situated in the A. King Survey, Abstract No. 710 and the C. Perry Survey, Abstract No. 1031, Denton County, Texas, being a portion of that tract of land as described in deed to The M.T. Cole Family Partnership No. 2, LP, recorded in 2009-102749, Official Records, Denton County, Texas (ORDCT), and being more particularly described as follows:

COMMENCING at a point in the approximate centerline of Elizabeth Creek and the south line of Lot 1X, Block 43 of Trails of Elizabeth Creek, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2020-226, ORDCT, being the most northerly corner of Lot 3, Block 1 of the final plat of Lots 2 & 3, Block 1, Northpoint Alliance Industrial Park, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2021-249, ORDCT and the most easterly corner of a tract of land as described in deed to NP-OV Fort Worth Project 3, LLC, recorded in 2021-171349, ORDCT, from which a 5/8" rebar capped Dunaway found at the most westerly corner of said Lot 3, Block 1 bears South 41degrees 23 minutes 43 seconds West, 3217.09 feet;

THENCE along the approximate centerline of said Elizabeth Creek and the line common to said Lot 1X, Block 43 and the northeasterly line of said NP-OV Fort Worth Project 3 tract, as follows:

North 65 degrees 10 minutes 10 seconds West, a distance of 161.09 feet;

North 57 degrees 05 minutes 20 seconds West, a distance of 353.97 feet;

North 38 degrees 05 minutes 49 seconds West, a distance of 346.38 feet;

South 89 degrees 37 minutes 39 seconds West, a distance of 257.30 feet;

North 38 degrees 30 minutes 47 seconds West, a distance of 125.04 feet to the most northerly corner of said NP-OV Fort Worth Project 3 tract, being the POINT OF BEGINNING of the herein described tract of land;

THENCE departing the approximate centerline of said Elizabeth Creek and the south line of said Lot 1X, Block 43, along the northerly and west lines of said NP-OV Fort Worth Project 3 tract, as follows:

South 41 degrees 23 minutes 43 seconds West, a distance of 1,149.97 feet;

WEST, a distance of 868.00 feet;

NORTH, a distance of 29.57 feet to the beginning of a tangent curve to the right, having a radius of 50.00 feet;

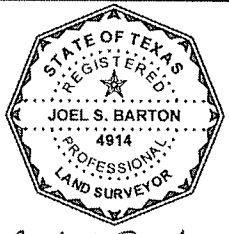
Northeasterly, along said curve, having a central angle of 29 degrees 45 minutes 52 seconds, an arc distance of 25.97 feet, and a chord that bears North 14 degrees 52 minutes 56 seconds East, 25.68 feet to the beginning of a reverse curve to the left, having a radius of 80.00 feet;

Southwesterly, along said curve, having a central angle of 257 degrees 40 minutes 03 seconds, an arc distance of 359.77 feet, and a chord that bears South 80 degrees 55 minutes 51 seconds West, 124.64 feet to the beginning of a reverse curve to the right, having a radius of 50.00 feet;

Southeasterly, along said curve, having a central angle of 47 degrees 54 minutes 11 seconds, an arc distance of 41.80 feet, and a chord that bears South 23 degrees 57 minutes 05 seconds East, 40.60 feet to the end of said curve;

SOUTH, tangent to said curve, a distance of 1,599.89 feet to the beginning of a tangent curve to the left, having a radius of 537.50 feet;

Southeasterly, along said curve, having a central angle of 34 degrees 49 minutes 21 seconds, an arc distance of 326.68 feet, and a chord that bears South 17 degrees 24 minutes 41 seconds East, 321.67 feet to a point in the north line of a tract of land as described in deed to NP-OV Fort Worth Project CY, LLC, recorded in 2020-70675, ORDCT, said point lying in a curve to the left, having a radius of 20.00 feet,

<p>GOODWIN AND MARSHALL & CIVIL ENGINEERS -- PLANNERS -- SURVEYORS</p> <p>2405 Mustang Drive, Grapevine, Texas 76051 (817) 328-4375 TX Eng Firm # 1-2944 - TX Surv Firm # 10661216</p>	Job No.: 10900	Scale: NONE	Sheet	 <i>Joel S. Barton</i>
	Drafted: T.J.M.	Checked: J.S.B.	1	
	Date Prepared: 9/21/2021		of	
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EXHIBIT A Continued

EXHIBIT "A"

THENCE departing the west line of said NP-OV Fort Worth Project 3 tract, along the north line of said NP-OV Fort Worth Project CY tract, as follows:

Southwesterly, along said curve, having a central angle of 44 degrees 10 minutes 58 seconds, an arc distance of 15.42 feet, and a chord that bears South 80 degrees 49 minutes 12 seconds West, 15.04 feet to a 5/8" rebar capped Sitepoint found at the end of said curve;

South 58 degrees 43 minutes 43 seconds West, tangent to said curve, a distance of 97.54 feet to a 5/8" rebar capped Sitepoint found at the beginning of a tangent curve to the right, having a radius of 525.00 feet;

Southwesterly, along said curve, having a central angle of 31 degrees 16 minutes 17 seconds, an arc distance of 286.54 feet, and a chord that bears South 74 degrees 21 minutes 52 seconds West, 283.00 feet to a 5/8" rebar capped Sitepoint found at the end of said curve;

West, tangent to said curve, a distance of 672.12 feet to a 5/8" rebar capped Dunaway found at the northwest corner of said NP-OV Fort Worth Project CY tract, said point lying in the east line of a tract of land as described in deed to BNSF Railway Company, recorded in 2020-14394, ORDCT;

THENCE along the east line of said BNSF Railway Company tract, as follows:

North 31 degrees 46 minutes 05 seconds West, a distance of 199.12 feet a 5/8" rebar capped Dunaway found;

North 00 degrees 04 minutes 32 seconds East, a distance of 1,102.65 feet a 5/8" rebar capped Dunaway found;

North 89 degrees 55 minutes 28 seconds West, a distance of 553.15 feet a 5/8" rebar capped Dunaway found;

North 00 degrees 04 minutes 32 seconds East, a distance of 1,639.12 feet to a 5/8" rebar capped Dunaway found in the easterly line of the B.N. & S.F. Railroad right-of-way (variable width R.O.W. per 93-R0021055, ORDCT), being the most northerly corner of said BNSF Railway Company tract, said point lying in the west line of said The M.T. Cole Family Partnership No. 2 tract;

THENCE along the easterly line of said B.N. & S.F. Railroad R.O.W. and the westerly line of said M.T. Cole Family Partnership No. 2 tract, as follows:

North 21 degrees 57 minutes 33 seconds East, a distance of 664.28 feet to a point at the beginning of a tangent curve to the right, having a radius of 2,764.93 feet, from which a 5/8" rebar found bears South 81 degrees 24 minutes West, 0.57 feet;

Northeasterly, along said curve, having a central angle of 01 degree 25 minutes 25 seconds, an arc distance of 68.70 feet (deed 68.93 feet), and a chord that bears North 22 degrees 40 minutes 16 seconds East, 68.70 feet to a 1/2" rebar found;

South 66 degrees 37 minutes 02 seconds East, radial to said curve, a distance of 50.00 feet to the beginning of a curve to the right radial to said line, having a radius of 2,714.93 feet;

Northeasterly, along said curve, having a central angle of 18 degrees 56 minutes 36 seconds, an arc distance of 897.62 feet, and a chord that bears North 32 degrees 51 minutes 16 seconds East, 893.53 feet to a point in the approximate centerline of said Elizabeth Creek at the northwest corner of the herein described tract of land;

THENCE departing the easterly line of said B.N. & S.F. Railroad R.O.W., along the approximate centerline of said Elizabeth Creek and the line common to said Lot 1X, Block 43 and a remainder portion of said The M.T. Cole Family Partnership No. 2 tract, as follows:

South 58 degrees 33 minutes 30 seconds East, a distance of 425.92 feet;

North 87 degrees 42 minutes 53 seconds East, a distance of 136.06 feet;

North 43 degrees 26 minutes 20 seconds East, a distance of 109.14 feet;

North 13 degrees 25 minutes 16 seconds East, a distance of 69.76 feet;

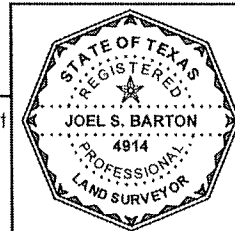
North 65 degrees 25 minutes 53 seconds East, a distance of 67.90 feet;

South 83 degrees 28 minutes 06 seconds East, a distance of 272.02 feet;

**GOODWIN &
MARSHALL &
CIVIL ENGINEERS - PLANNERS - SURVEYORS**

2405 Muslang Drive, Grapevine, Texas 76051
(817) 329-4373
TxEng Firm # F-2944 -- TxSurv Firm # 10021700

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Drafted:	T.J.M.	Checked:	J.S.B.	
Date Prepared:	9/21/2021			2
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Joel S. Barton

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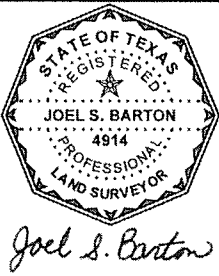
EXHIBIT A Continued

EXHIBIT "A"

South 46 degrees 12 minutes 13 seconds East, a distance of 204.55 feet;
 South 68 degrees 45 minutes 26 seconds East, a distance of 193.54 feet;
 South 80 degrees 07 minutes 02 seconds East, a distance of 198.03 feet;
 South 55 degrees 34 minutes 51 seconds East, a distance of 178.75 feet;
 South 17 degrees 51 minutes 17 seconds West, a distance of 268.74 feet;
 South 42 degrees 13 minutes 46 seconds East, a distance of 179.01 feet;
 South 60 degrees 56 minutes 31 seconds East, a distance of 304.68 feet;
 South 76 degrees 16 minutes 11 seconds East, a distance of 216.63 feet;
 North 78 degrees 14 minutes 42 seconds East, a distance of 166.63 feet;
 South 63 degrees 28 minutes 50 seconds East, a distance of 146.73 feet;
 South 15 degrees 47 minutes 36 seconds East, a distance of 370.29 feet;
 South 38 degrees 30 minutes 47 seconds East, a distance of 33.44 feet to the POINT OF BEGINNING and containing 186.229 acres of land, more or less.

NOTES:

1. This Property Description represents an actual on the ground survey.
2. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.
- 3.

GOODWIN AND MARSHALL <small>INC.</small> CIVIL ENGINEERS – PLANNERS – SURVEYORS 2405 Mustang Drive, Grapevine, Texas 76051 (817) 329-4373 <small>T&E Firm # F-2644 – T&S Firm # 10021760</small>	Job No.: 10900	Scale: NONE	Sheet 3 of 4	
	Drafted: T.J.M.	Checked: J.S.B.		
	Date Prepared: 9/21/2021			

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