

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS AND
NP-OV FORT WORTH PROJECT 2, LLC

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 NP-OV Fort Worth Project 2, LLC ("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, 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, 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 85.967 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-20-002 ("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.
 - 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 Planning and Development 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.** 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

**PROPERTY OWNER
NP-OV Fort Worth Project 2, LLC**

By: NPD Management, LLC, its
manager

By: _____
Dana Burghdoff
Assistant City Manager

By: _____

Nathaniel Hagedorn
Manager

Approved as to Form and Legality:

Senior 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.

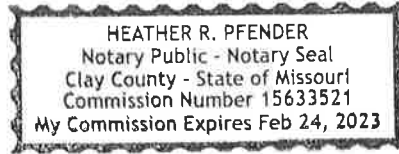
By: _____
Notary Public, State of Texas

STATE OF MISSOURI §
 §
COUNTY OF PLATTE §

This instrument was acknowledged before me on the 26th day of August, 2020,
by Nathaniel Hagedorn, Manager of NPD Management, LLC, Manager of NP-OV Fort Worth
Project 2, LLC.

By: 

Notary Public, State of Missouri



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

EXHIBIT A
Continued



ANNEXATION DESCRIPTION

BEING a tract of land situated in the A. King Survey, Abstract No. 710, the W. Sample Survey, Abstract No. 1207, the L. Butler Survey, Abstract No. 64, the C. Perry Survey, Abstract No. 1031 and the A. Robertson Survey, Abstract No. 1553, Denton County, Texas and being part of that certain tract of land described by deed to M.T. Cole Family Partnership Number 2, LP, recorded in Instrument Number 2009-102749, Deed Records, Denton County, Texas, said tract of land adjoins, with no gaps or overlaps, lands described in Ordinance 21377-08-2014 along the common line of the meanders of Elizabeth Creek and then lands described in Ordinance 23735.08.2019 along the Southeast line of this tract, being more particularly described by metes and bounds as follows:

COMMENCING at a point in the northerly right-of-way line of F.M. 156 (variable width public right-of-way), recorded in Instrument Number 2007-110923, Deed Records, Denton County, Texas, the southeast corner of Lot 4, Block 1, Dave Addition, an addition to the City of Fort Worth, according to the plat recorded in Instrument Number 2018-152, Plat Records, Denton County, Texas, in a non-tangent curve to the left having a central angle of $15^{\circ}36'59''$, a radius of 2,964.79 feet, a chord bearing and distance of South $84^{\circ}36'55''$ West - 805.57 feet and from which a found $1/2''$ iron rod with cap stamped "SPIARS ENG" bears South $80^{\circ}58'17''$ East, a distance of 0.90 feet;

THENCE, with the north right-of-way line of said F.M. 156 the following courses and distances:

Along said non-tangent curve to the left in a southwesterly direction, a passing distance of 808.07 feet to a point for the most southerly southwest corner of said Lot 4, Block 1, Dave Addition, being in centerline of Elizabeth Creek and continuing for a total arc length of 1,089.72 feet;

THENCE South $81^{\circ}12'39''$ West, a distance of 106.20 feet to a point for the beginning of a non-tangent curve to the left having a central angle of $26^{\circ}37'57''$, a radius of 2,984.79 feet and a chord bearing and distance of South $56^{\circ}02'18''$ West - 1,374.95 feet;

THENCE, with said non-tangent curve to the left in a southwesterly direction, an arc length of 1,387.40 feet;

THENCE South $47^{\circ}16'39''$ East, a distance of 20.00 feet to a point for the beginning of a non-tangent curve to the left having a central angle of $01^{\circ}11'35''$, a radius of 2,964.79 feet and a chord bearing and distance of South $42^{\circ}07'32''$ West - 61.73 feet;

THENCE with said non-tangent curve to the left in a southwesterly direction, an arc length of 61.73 feet to a point;

THENCE South $41^{\circ}31'45''$ West, a distance of 2,286.16 feet to a point for the beginning of a curve to the left having central angle of $00^{\circ}50'15''$, a radius of 4,683.66 feet and a chord bearing and distance of South $41^{\circ}06'37''$ West - 68.46 feet;

THENCE with said curve to the left in a southwesterly direction, an arc length of 68.46 feet to a point in the northerly right-of-way line of said F.M. 156;

THENCE North $47^{\circ}51'10''$ West, departing the northerly right-of-way line of said F.M. 156, crossing into said M.T. Cole Family Partnership No. 2, LP, a distance of 102.37 feet to a point;

THENCE North $41^{\circ}00'36''$ West, a distance of 100.72 feet to a point;

THENCE North $47^{\circ}51'10''$ West, a distance of 888.32 feet to the POINT OF BEGINNING of the tract herein described;

THENCE North $47^{\circ}51'10''$ West, a distance of 377.50 feet to a point of curvature to the left, said curve having a central angle of $24^{\circ}51'17''$, a radius of 500.00 feet and a chord bearing and distance of North $56^{\circ}13'18''$ West - 215.20 feet;

THENCE Northwesterly along said curve to the left 216.90 feet to a point;

EXHIBIT A
Continued



THENCE North 73°06'46" West, a distance of 55.84 feet to a point of non-tangential curvature to the right, said curve having a central angle of 29°33'06", a radius of 500.00 feet and a chord bearing and distance of North 62°49'41" West – 255.04 feet;

THENCE Northwesterly with said curve, a distance of 257.89 feet to a point;

THENCE North 48°28'15" West, a distance of 336.44 feet to a point of curvature to the left, said curve having a central angle of 14°12'32", a radius of 470.00 feet and a chord bearing and distance of North 55°34'31" West – 116.26 feet;

THENCE Northwesterly along said curve a distance of 116.56 feet to a point;

THENCE North 41°23'43" East, a distance of 3217.09 feet to a point in the southerly line of a certain tract of land described in deed to Forestar (USA) Real Estate Group, Inc, recorded in Instrument Number 2018-27156, Deed Records, Denton County, Texas and the approximate centerline of Elizabeth Creek;

THENCE with the approximate centerline of said Elizabeth Creek and with the southerly line of said to Forestar (USA) Real Estate Group, Inc. tract the following courses and distances:

South 65°10'10" East, a distance of 365.02 feet to a point;
South 14°16'19" East, a distance of 227.09 feet to a point;
South 13°52'11" West, a distance of 158.68 feet to a point;
South 42°51'54" West, a distance of 280.44 feet to a point;
South 10°51'38" East, a distance of 217.01 feet to a point;
South 05°50'18" West, a distance of 98.25 feet to a point;
South 28°47'08" East, a distance of 144.88 feet to a point;
South 28°47'11" East, a distance of 218.76 feet to a point;
South 61°35'42" East, a distance of 176.11 feet to a point;

THENCE leaving said line, South 41°31'45" West, a distance of 888.30 feet to a point;

THENCE South 63°59'17" West, a distance of 117.80 feet to a point;

THENCE South 41°31'45" West a distance of 75.59 feet to a point;

THENCE South 19°04'13" West, a distance of 117.80 feet to a point;

THENCE South 41°31'45" West a distance of 1171.00 feet to the POINT OF BEGINNING and containing a calculated area of 3,744,788 square feet or 85.969 acres of land.

NOTES: The basis of bearings for this boundary is the Texas Coordinate System of 1983, North Central Zone, 4202, based upon GPS measurements, according to the GPS Reference Network. The metes and bounds description contained herein was based on a ground survey performed by Dunaway dated 1/13/2020 as Job # B003816.003.



Tobin R. Roberts, August 27, 2020
Tx. RPLS 6820 Firm Registration 21451