

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF FORT WORTH, TEXAS**  
**AND WALSH RANCHES LIMITED PARTNERSHIP AND F. HOWARD WASLH, JR.**  
**Children GST Tax Exempt Trust 2006**

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 Walsh Ranches Limited Partnership, a Texas limited partnership, and F. HOWARD WASLH, JR. Children GST Tax Exempt Trust 2006, a Texas trust ("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 Parker County, Texas, which consists of approximately 121.53 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-21-008 ("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. Water and Wastewater services will be provided upon the inclusion of the area in the Certificate of Convenience and Necessity (CCN) for the City. 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.
15. **ECONOMIC DEVELOPMENT AGREEMENT.** Nothing herein waives or diminishes any obligations by City pursuant to that certain Economic Development Agreement between the City of Fort Worth and Walsh Ranches Limited Partnership, The Walsh Children's Trusts, the Walsh Grandchildren's Trusts and F. Howard Walsh, Jr. for Walsh Ranch dated May 6, 2003, as amended as of the effective date of this Agreement or thereafter (City Secretary Contract No. 28885). In the event of a conflict with this Agreement, the Economic Development Agreement shall prevail.

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**

**WALSH RANCHES LIMITED  
PARTNERSHIP**

By: Walsh North Star Company, its General  
Partner

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ryan B. Dickerson

Title: Assistant City Manager

Title: Vice President

Approved as to Form and Legality:

**F. HOWARD WASLH, JR.  
Children GST Tax Exempt Trust 2006**

By:  \_\_\_\_\_

Name: Gary F. Goble

Title: Trustee

\_\_\_\_\_  
Name: \_\_\_\_\_

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 \_\_\_\_\_, Assistant City Manager of the City of Fort Worth, a Texas  
municipal corporation, on behalf of said corporation.

By: \_\_\_\_\_

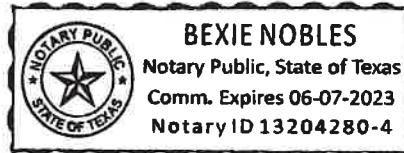
Notary Public, State of Texas

State of Texas §  
County of Parker §

This instrument was acknowledged before me on the 6 day of July, 2021,  
by Ryan B. Dickerson, Vice President on behalf of Walsh North Star Company, LLC, a Delaware  
limited liability company, the general partner of Walsh Ranches Limited Partnership, a Texas  
limited partnership.

By: [Signature]

Notary Public, State of Texas

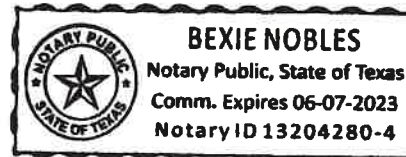


State of Texas §  
County of Parker §

This instrument was acknowledged before me on the 6 day of July, 2021,  
by Gary F. Goble, Trustee on behalf of F. HOWARD WASLH, JR. Children GST Tax Exempt Trust  
2006, a Texas trust.

By: [Signature]

Notary Public, State of Texas



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

EXHIBIT A

METES AND BOUNDS DESCRIPTION

BEING a 121.53 acre parcel of land situated in Section 19, Houston Tap & Brazoria Railroad Company Survey, Abstract No. 654 and Section 3, International & Great Northern Railroad Company Survey, Abstract No. 1995, Parker County, Texas and being a part of a tract of land described in deed to Walsh Ranches Limited Partnership, as recorded in Volume 1699, Page 1765, Deed Records, Parker County, Texas (D.R.P.C.T.) and Volume 12624, Page 92, Deed Records, Tarrant County, Texas (D.R.T.C.T.) and a called 21.6792 acre tract of land described as Tract 5(A) in deed to J. Howard Walsh, Jr., recorded in Volume 1382, Page 1248, D.R.P.C.T., said 121.53 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC. LP" (hereinafter called 5/8-inch YCIR) on the south right-of-way line of Interstate Highway 30 (a variable width right-of-way), as recorded in Volume 1152, Page 1066, Volume 1152, Page 1055 and Volume 1152, Page 1075, D.R.P.C.T. and the northeast corner of Lot 3, Block 2, Walsh Ranch, an addition to the City of Fort Worth, as recorded in Document No. 201830249, Plat Records, Parker County, Texas (P.R.P.C.T.), and being locatable by NAD83 Grid Coordinate N= 6,946,346.15, E= 2,260,115.64;

THENCE North 89 degrees 33 minutes 28 seconds East, along said south right-of-way line, a distance of 298.11 feet to a found 5/8-inch iron rod for corner;

THENCE South 00 degrees 44 minutes 39 seconds East, continuing along said south right-of-way line, a distance of 18.77 feet to a found 1/2-inch iron rod for corner;

THENCE North 89 degrees 34 minutes 03 seconds East, continuing along said south right-of-way line, passing a found TxDOT concrete monument at a distance of 462.40 feet, continuing for a total distance of 475.30 feet to a found TxDOT concrete monument for the northwest corner of a tract of land described in deed to Nazarian - Thomas Joint Venture, as recorded in Volume 5942, Page 848, D.R.T.C.T.;

THENCE South 00 degrees 14 minutes 00 seconds East, departing said south right-of-way line, along the west line of said Nazarian - Thomas tract, a distance of 1,244.31 feet to a point for corner;

THENCE South 89 degrees 21 minutes 27 seconds West, departing the west line of said Nazarian - Thomas tract, across said Walsh Ranch tract, a distance of 555.28 feet to the beginning of a curve to the right having a radius of 755.00 feet, a central angle of 40 degrees 38 minutes 39 seconds and a chord bearing of South 07 degrees 38 minutes 27 seconds West, a distance of 524.42 feet;

THENCE Southwesterly along said curve to the right an arc length of 535.58 feet to the end of said curve;

THENCE continuing across said Walsh Ranch tract, the following courses and distances:

THENCE North 57 degrees 15 minutes 36 seconds West, a distance of 1,042.35 feet to a point for corner;

THENCE South 58 degrees 27 minutes 16 seconds West, a distance of 325.01 feet to a point for corner;

THENCE South 78 degrees 14 minutes 32 seconds West, a distance of 544.48 feet to a point for corner;

THENCE North 64 degrees 53 minutes 07 seconds West, a distance of 133.31 feet to a point for corner;

THENCE North 78 degrees 19 minutes 41 seconds West, a distance of 150.30 feet to a point for corner;

THENCE North 85 degrees 49 minutes 33 seconds West, a distance of 721.88 feet to a point for corner;

THENCE North 74 degrees 18 minutes 50 seconds West, a distance of 210.36 feet to a point for corner;

THENCE South 68 degrees 24 minutes 21 seconds West, a distance of 492.99 feet to a point for corner;

THENCE North 86 degrees 53 minutes 58 seconds West, a distance of 263.42 feet to a point on the east right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a right-of-way dedication to the State of Texas, as recorded in Volume 1152, Page 1031, D.R.P.C.T for corner;

THENCE North 40 degrees 51 minutes 59 seconds West, along said east right-of-way line, a distance of 1,689.37 feet to a found TxDOT monument for corner;

THENCE North 00 degrees 29 minutes 07 seconds East, continuing along said east right-of-way line, a distance 165.02 feet to the intersection of the east right-of-way line of said Interstate Highway 20 and the south right-of-way line of said Interstate Highway 30 for the beginning of a non-tangent curve to the left having a radius of 3,900.72 feet, a central of 02 degrees 33 minutes 54 seconds and a chord bearing of South 89 degrees 08 minutes 11 seconds East, a distance of 174.62 feet from which a found 6-inch iron pipe bears South 24 degrees 24 minutes 16 seconds East, a distance of 0.58 feet;

THENCE Southeasterly along the south right-of-way line of said Interstate Highway 30 and said non-tangent curve to the left, an arc length of 174.63 feet to a point for corner;

THENCE continuing along the south right-of-way line of said Interstate Highway 30, the following courses and distances:

THENCE North 89 degrees 34 minutes 44 seconds East, a distance of 174.50 feet to a found TxDOT monument for corner;

THENCE South 00 degrees 25 minutes 34 seconds East, a distance of 19.00 feet to a found TxDOT monument for corner;

Continued.....  
**DUNAWAY**  
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107  
Tel: 817.335.1121  
FRM REGISTRATION 10098100

A plat of even date accompanies this metes and bounds description.



PLOTTED BY: James Cardella CN: Tues:5:51, April 06, 2021 AT: 4:39 PM FILEPATH: G:\Production\Planned\Continental\2001169\Survey\DATA\Drawings\Artesian\2001169\27 Walsh Ranch Highland.tif; Artesian.dwg

**EXHIBIT A  
Continued**

**METES AND BOUNDS DESCRIPTION**

Continued.....

THENCE North 89 degrees 34 minutes 26 seconds East, a distance of 700.00 feet to a found TxDOT monument for corner;  
 THENCE South 88 degrees 02 minutes 11 seconds East, a distance of 484.09 feet to a found TxDOT monument for corner;  
 THENCE South 88 degrees 08 minutes 43 seconds East, a distance of 320.01 feet to a found TxDOT monument for corner;  
 THENCE South 85 degrees 58 minutes 29 seconds East, a distance of 400.56 feet to the northwest corner of a called 0.9663 acre tract of land described as Parcel 2, Part 2 in a right-of-way dedication to the City of Fort Worth, recorded in Document No. 210320926, Official Public Records of Parker County, Texas (O.P.R.P.C.T.) and Document No. D213244795, Official Public Records, Tarrant County, Texas;  
 THENCE South 04 degrees 00 minutes 59 seconds West, along the west line of said City of Fort Worth right-of-way dedication, a distance of 12.48 feet to a point for the southwest corner;  
 THENCE along the south line of said City of Fort Worth right-of-way dedication, the following courses and distances:  
 THENCE South 85 degrees 58 minutes 09 seconds East, a distance of 328.27 feet to a found TxDOT monument for corner;  
 THENCE South 54 degrees 00 minutes 30 seconds East, a distance of 82.24 feet to a found TxDOT monument for corner;  
 THENCE South 22 degrees 01 minute 54 seconds East, a distance of 73.53 feet to a found TxDOT monument for corner;  
 THENCE EAST, a distance of 24.51 feet to a found 5/8-inch YCIR for the northwest corner of Walsh Ranch Parkway (a variable width right-of-way), as dedicated by Walsh Ranch, an addition to the City of Fort Worth, as recorded in Document No. 201830249, P.R.P.C.T.;  
 THENCE South 03 degrees 14 minutes 50 seconds East, departing said south right-of-way line and along the west right-of-way line of said Walsh Ranch Parkway, a distance of 70.46 feet to a found 5/8-inch YCIR for corner;  
 THENCE continuing along the west right-of-way line of said Walsh Ranch Parkway, the following courses and distances:  
 THENCE SOUTH, a distance of 40.49 feet to a found 5/8-inch YCIR for the beginning of a curve to the left having a radius of 2,012.00 feet, a central angle of 02 degrees 54 minutes 52 seconds and a chord bearing of South 01 degree 27 minutes 26 seconds East, a distance of 102.34 feet;  
 THENCE Southeasterly along said curve to the left an arc length of 102.35 feet to the beginning of a reverse curve to the right having a radius of 5,720.00 feet, a central angle of 02 degrees 54 minutes 50 seconds and a chord bearing of South 01 degree 27 minutes 26 seconds East, a distance of 290.88 feet;  
 THENCE Southeasterly along said reverse curve to the right an arc length of 290.91 feet to a 5/8-inch YCIR to the southwest terminus of said Walsh Ranch Parkway for the end of said curve;  
 THENCE EAST, along the south right-of-way line of said Walsh Ranch Parkway, a distance of 140.00 feet to a found 5/8-inch YCIR for the southeast terminus of the east right-of-way line of said Walsh Ranch Parkway for corner;  
 THENCE North 44 degrees 10 minutes 13 seconds East, along the east right-of-way of said Walsh Ranch Parkway, a distance of 28.76 feet a found 5/8-inch YCIR for the intersection of the east right-of-way line of said Walsh Ranch Parkway and the south right-of-way line of Highland Hills Drive (a 60 foot width right-of-way), as dedicated by Walsh Ranch, an addition to the City of Fort Worth, as recorded in Document No. 201830249, P.R.P.C.T.;  
 THENCE EAST, along said south right-of-way line of said Highland Hills Drive, a distance of 1,168.12 feet to a found 5/8-inch YCIR for to the beginning of a curve to the right having a radius of 695.76 feet, a central angle of 37 degrees 11 minutes 10 seconds and a chord bearing of South 71 degrees 02 minutes 48 seconds East, a distance of 443.68 feet;  
 THENCE Southeasterly along said south right-of-way and said curve to the right an arc length of 451.56 feet to a found 5/8-inch YCIR to the southeast terminus of said Highland Hills Drive for the end of said curve;  
 THENCE North 37 degrees 33 minutes 57 seconds East, along the east right-of-way line of said Highland Hills Drive, passing a found 5/8-inch YCIR at a distance of 60.00 feet the northeast terminus of said Highland Hills Drive and the southeast corner of said Lot 3, continuing for a total distance of 146.66 feet to a found 5/8-inch YCIR for corner;  
 THENCE NORTH, along the east line of said Lot 3, a distance of 762.01 feet to the POINT OF BEGINNING and containing 5,293,809 square feet or 121.53 acres of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.99984462415 was used for this project.



A plat of even date accompanies this metes and bounds description.



**SURVEYOR'S CERTIFICATE:**

I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

*Hal Mollenkopf*  
 Hal Mollenkopf  
 Registered Professional Land Surveyor  
 State of Texas, No. 5439

04-06-21  
 Date

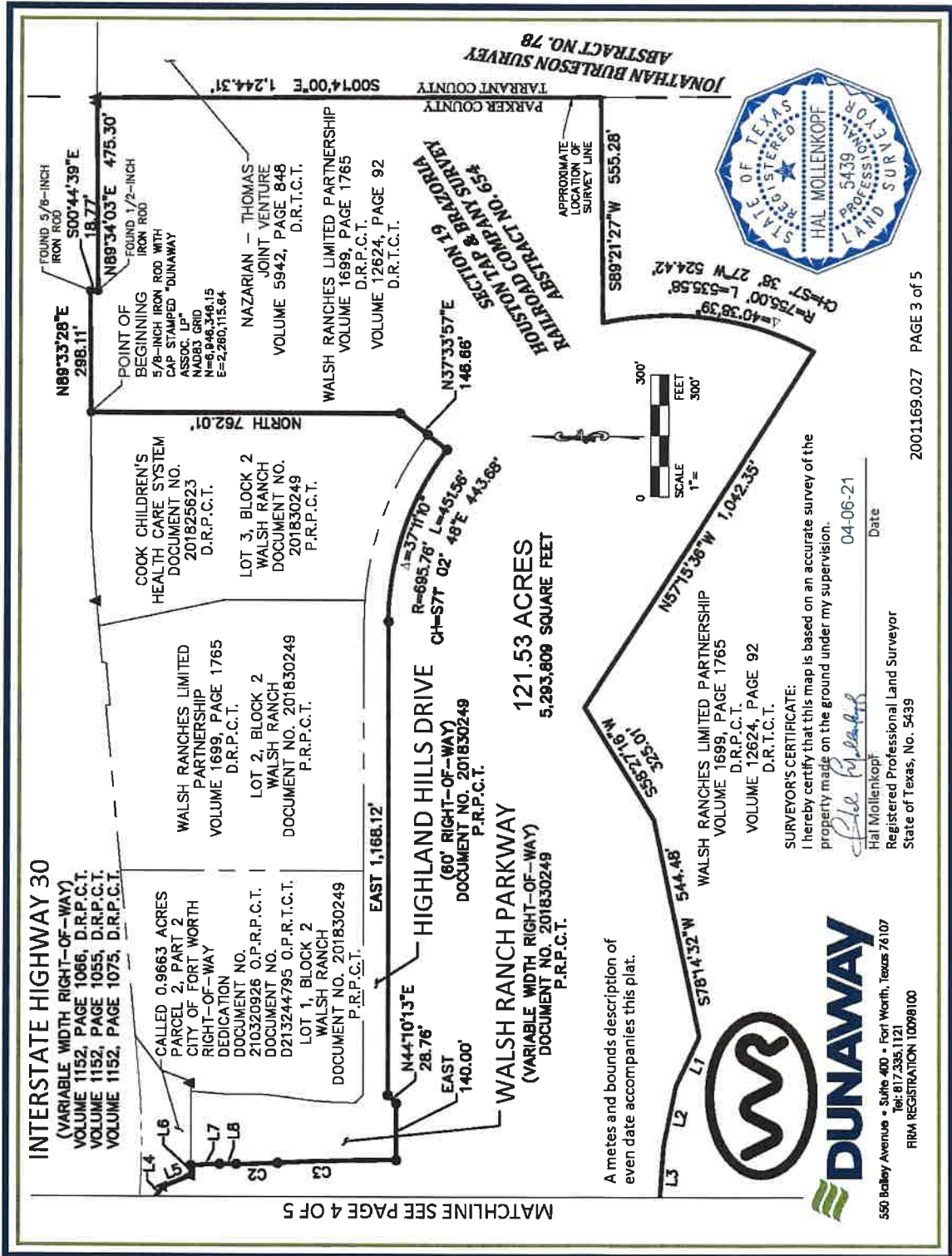


2001169.027 PAGE 2 of 5

PLOTTED BY: James Cordello ON: Tuesday, April 06, 2021 AT: 4:35 PM FILEPATH: G:\Production\PlannedCommunity\2001169\2001169\Survey-DMA\Drawings\Annexation\2001169.027 Walsh Ranch Highland Hills Annex.dwg

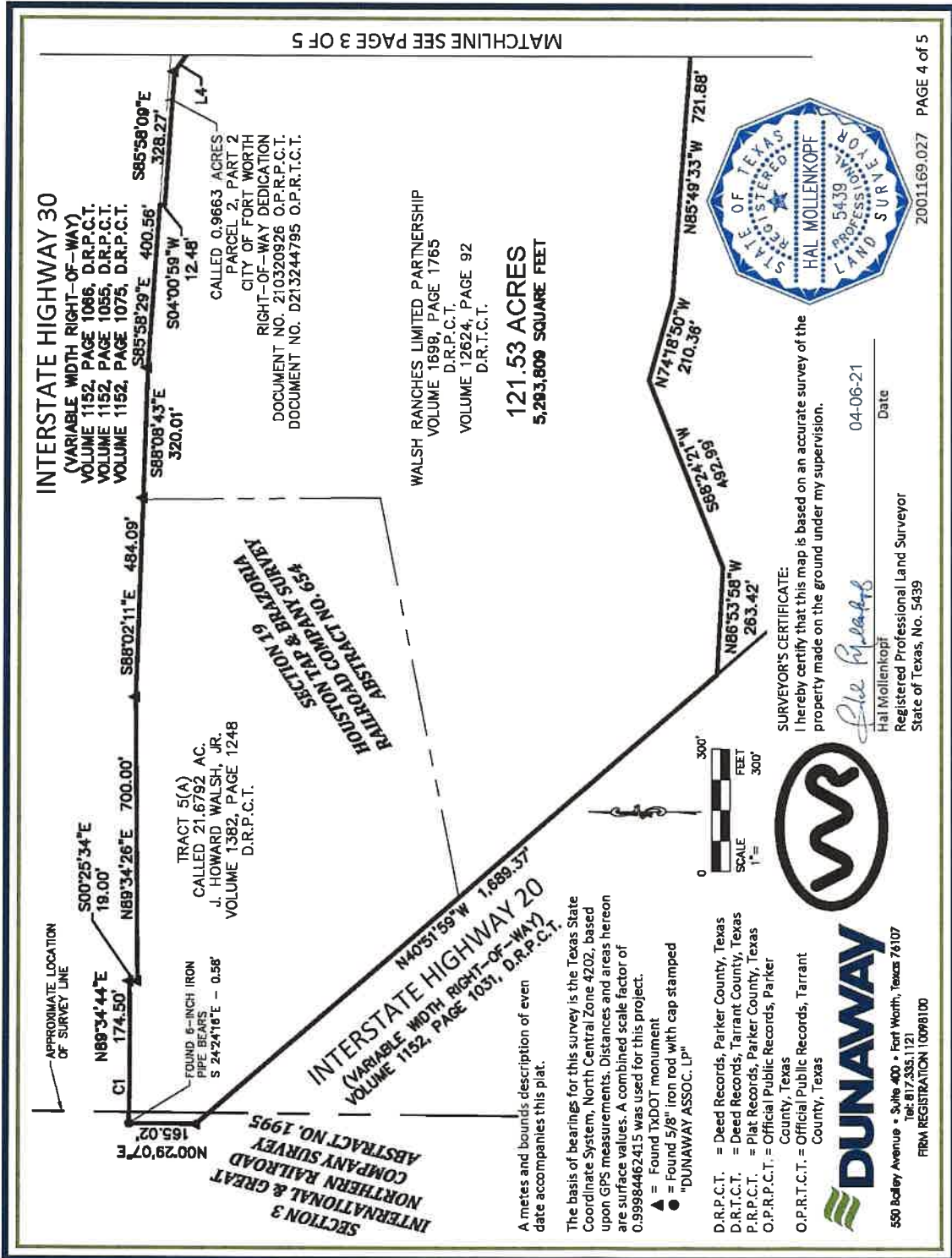


EXHIBIT A  
Continued



PLOTTED BY: James Gordale ON: Tuesday, April 06, 2021 AT: 4:39 PM FILEPATH: G:\Production\PlannedCommunity\2001169\Survey-DATA Drawings\Annexation\2001169.027 Walsh Ranch Highland

EXHIBIT A  
Continued



PLOTTED BY: James Gordillo ON: Tuesday, April 06, 2021 AT: 5:18 PM FILEPATH: G:\Production\Firm\Community\2001169\Survey-DAL Drawings\Annexation\2001169.027 Walsh Ranch Highway

EXHIBIT A  
Continued

Line Table		
Line Number	Bearing	Distance
L1	N64°53'07"W	133.31'
L2	N78°19'41"W	150.30'
L3	N85°49'33"W	721.88'
L4	S54°00'30"E	82.24'
L5	S22°01'54"E	73.53'
L6	EAST	24.51'
L7	S03°14'50"E	70.46'
L8	SOUTH	40.49'

Curve Table					
Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance	
C1	02°33'54"	3,900.72	174.63	S89°08'11"E 174.62'	
C2	02°54'52"	2,012.00	102.35	S01°27'26"E 102.34'	
C3	02°54'50"	5,720.00	290.91	S01°27'26"E 290.88'	

A metes and bounds description of even date accompanies this plat.

The basis of bearings for this survey is the Texas State Coordinate System, North Central Zone 4202, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9998462415 was used for this project.

SURVEYOR'S CERTIFICATE:  
I hereby certify that this map is based on an accurate survey of the property made on the ground under my supervision.

*Hal Mollenkopf*  
Hal Mollenkopf  
Registered Professional Land Surveyor  
State of Texas, No. 5439

04-06-21  
Date

**DUNAWAY**  
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107  
Tel: 817.385.1121  
FIRM REGISTRATION ID098100

