

**MUNICIPAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF FORT WORTH, TEXAS AND**

**RUSSELL AND KELLI RAGSDALE, NOLIN AND SAMMYE RAGSDALE, I AM ONE, INC., CORNERSTONE BIBLE CHURCH, RANDAL DWAYNE MAHAN, LITSEY PROPERTY, LLC, AND LOVJOT MASHIANA AND MANJOT MASHIANA.**

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 following owners (collectively, "Owner"): 1) Russell and Kelli Ragsdale; 2) Nolin and Sammye Ragsdale; 3) I AM ONE, Inc.; 4) Cornerstone Bible Church; 5) Randal Dwayne Mahan; 6) Litsey Property, LLC; and 7) Lovjot Mashiana and Manjot Mashiana.

**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 64.57 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-20-001 ("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.
  - 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**

By: \_\_\_\_\_  
Dana Burghdoff  
Assistant City 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, Interim Assistant City Manager of the City of Fort Worth, a Texas  
municipal corporation, on behalf of said corporation.

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

PROPERTY OWNER

Russell Ragsdale  
Russell Ragsdale

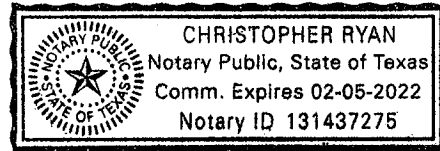
Kelli Ragsdale  
Kelli Ragsdale

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 14<sup>th</sup> day of JULY, 2020,  
by Russell Ragsdale.

By: [Signature]  
Notary Public

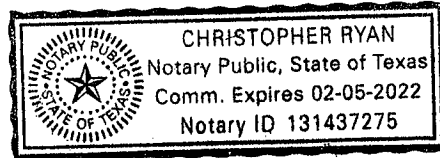


STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 14<sup>th</sup> day of JULY, 2020,  
by Kelli Ragsdale.

By: [Signature]  
Notary Public



PROPERTY OWNER

Nolin Ragsdale  
Nolin Ragsdale

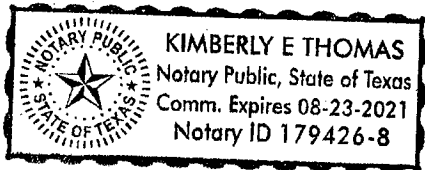
Sammye Ragsdale  
Sammye Ragsdale

STATE OF Texas §

COUNTY OF Denton §

This instrument was acknowledged before me on the 14 day of July, 2020  
by Nolin Ragsdale.

By: K Thomas  
Notary Public

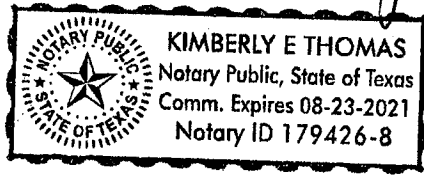


STATE OF Texas §

COUNTY OF Denton §

This instrument was acknowledged before me on the 14 day of July, 2020  
by Sammye Ragsdale.

By: K Thomas  
Notary Public



**PROPERTY OWNER**

I AM ONE, Inc.,  
a Texas incorporated company

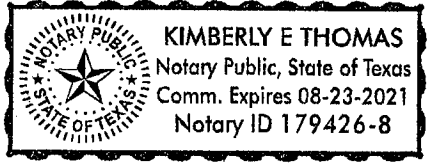
By: Robert Courtney Ragsdale  
Robert Courtney Ragsdale, President - Vice

STATE OF Texas §

COUNTY OF Denton §

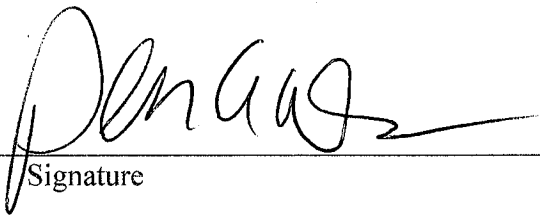
This instrument was acknowledged before me on the 14 day of July, 2020  
by Robert Courtney Ragsdale, as President of I AM ONE, Inc., a Texas incorporated company, on  
behalf of said incorporated company.

By: K Thomas  
Notary Public





**PROPERTY OWNER**  
Cornerstone Bible Church

By:   
Signature


President  
Title

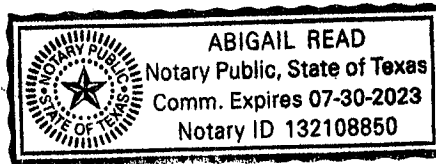
John A Watson  
Printed Name

STATE OF Texas §

COUNTY OF Denton §

This instrument was acknowledged before me on the 10 day of July, 2020  
by John Watson (Name, Title) of Cornerstone Bible Church.

By:   
Notary Public



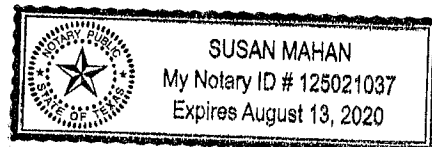
**PROPERTY OWNER**

Randal Dwayne Mahan  
Randal Dwayne Mahan

STATE OF Texas §  
COUNTY OF Denton §

This instrument was acknowledged before me on the 13 day of July, 2020  
by Randal Dwayne Mahan.

By: Susan Mahan  
Notary Public



**PROPERTY OWNER**

Litsey Property, LLC  
a Texas limited liability company

By: *Jacob Hawkins*  
Signature

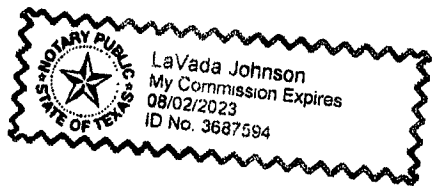
owner  
Title

Jacob Hawkins  
Printed Name

STATE OF Texas §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 13<sup>th</sup> day of July, 2020  
by Jacob Hawkins (Name, Title) of Litsey Property, LLC, a Texas limited  
liability company, on behalf of said limited liability company.

By: *LaVada Johnson*  
Notary Public



**PROPERTY OWNER**

Lovjot Mashiana  
Manjot Mashiana

  
\_\_\_\_\_  
Lovjot Mashiana

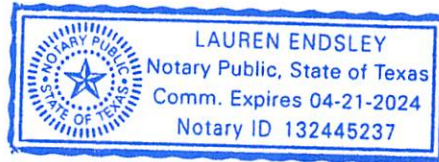
  
\_\_\_\_\_  
Manjot Mashiana

STATE OF Texas §

COUNTY OF Denton §

This instrument was acknowledged before me on the 4 day of August, 2020  
by Lovjot Mashiana.

By:   
\_\_\_\_\_  
Notary Public



STATE OF Texas §

COUNTY OF Denton §

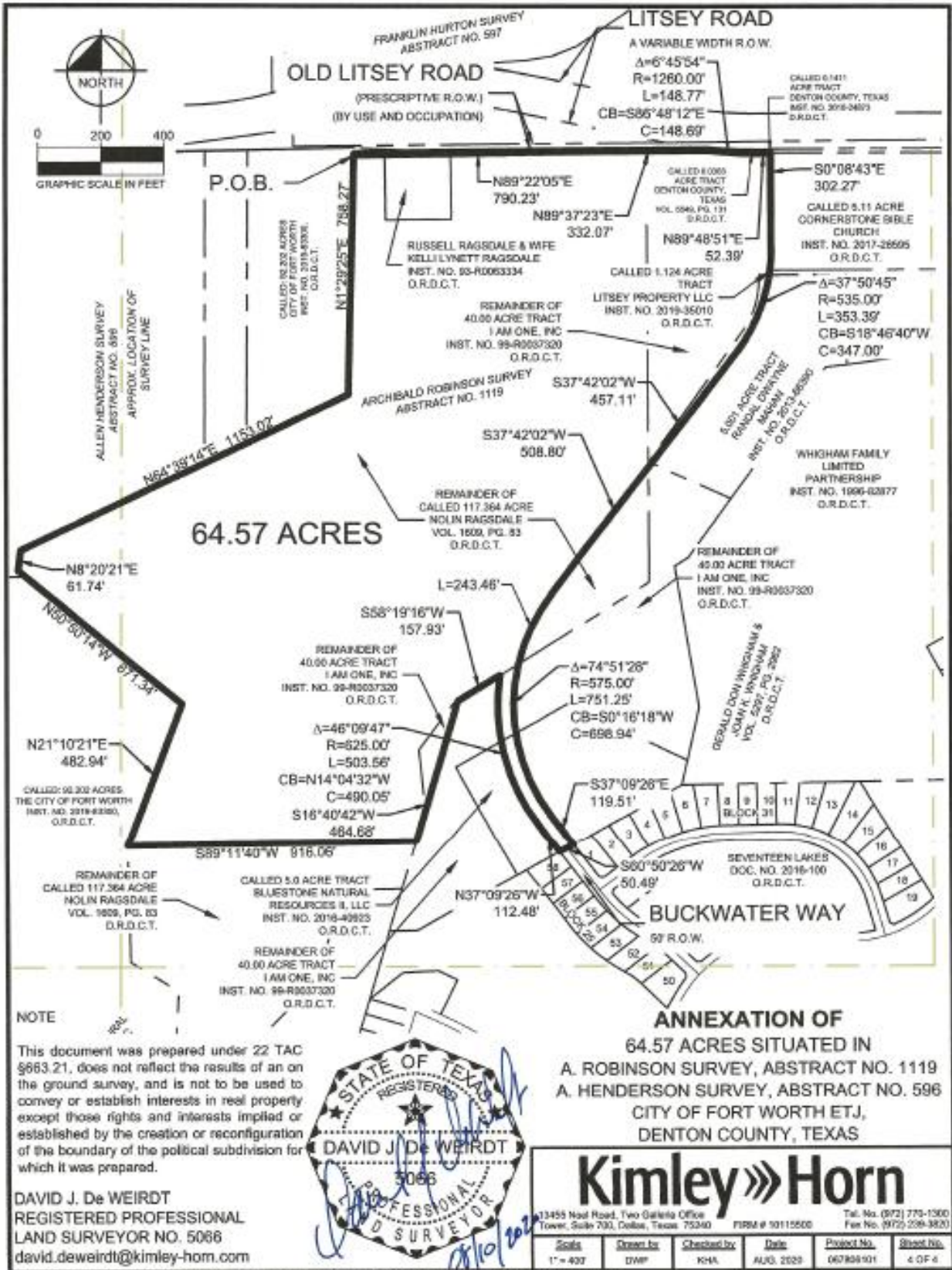
This instrument was acknowledged before me on the 4 day of August, 2020  
by Manjot Mashiana.

By:   
\_\_\_\_\_  
Notary Public



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

EXHIBIT A



**NOTE**

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

DAVID J. De WEIRD  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5066  
 david.deweirdt@kimley-horn.com



**Kimley»Horn**

13455 Hoel Road, Two Galleria Office  
 Tower, Suite 703, Dallas, Texas 75240    FIRM # 10115500    Tel. No. (972) 775-1300  
 Fax No. (972) 259-3820

EXHIBIT A  
Continued

**“ANNEXATION DESCRIPTION”**

**BEING** a tract of land situated in the Archibald Robinson Survey, Abstract No. 1119, and the Allen Henderson Survey, Abstract No. 596, Denton County, Texas and being a part of a called 117.364 acre tract of land described in the Warranty Deed to Nolin Ragsdale recorded in Volume 1609, Page 83, Deed Records, Denton County, Texas; and being all of a called 1.00 acre tract of land described in the Warranty Deed to Russell Ragsdale and wife, Kelli Lynett Ragsdale, recorded in Instrument No. 93-R0063334, Official Records, Denton County, Texas; part of a called 40.00 acre tract of land described in the Warranty Deed to I AM ONE, INC., recorded in Instrument No. 99-R0037320, Official Records, Denton County, Texas; a part of a called 5.11 acre tract of land described in the Warranty Deed with Vendor's Lien, to Cornerstone Bible Church, recorded in Instrument No. 2017-26595, Official Records, Denton County, Texas; a part of a called 1.124 acre tract of land described in a Warranty Deed with Vendor's Lien, to Litsey Property LLC, recorded in Instrument No. 2019-35010, Official Records, Denton County, Texas, part of a called 5.001 acre tract of land described in the General Warranty Deed with Vendor's Lien, to Randal Dwayne Mahan, recorded in Instrument No. 2013-66390, Official Records, Denton County, Texas; a part of a called 5.0 acre tract of land described in Deed to Bluestone Natural Resources II, LLC, recorded in Instrument No. 2016-40923, Official Records, Denton County, Texas, and being more particularly described in Instrument No. 2013-15769, Official Records, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at the northwest corner of said 117.364 acre tract of land and being in the east line of a called 92.202 acre tract of land described in the Dedication Deed to the City of Fort Worth, Texas, recorded in Instrument No. 2019-83300, Official Records, Denton County, Texas, and being in the old south right-of-way line of Litsey Road (a variable width prescriptive right-of-way) and the south line of that called 337.785 acre tract of land described in the City of Fort Worth Ordinance No. 14387, which annexed a total of 405.525 acres into the City of Fort Worth (Annexation Case No. A-00-12 dated November 14, 2000);

**THENCE** with said old south right-of-way line of Litsey Road and the north line of said 117.364 acre tract of land, and the north line of said 0.0303 acre tract, and the north line of said 5.11 acre tract, and said south line of said 337.785 acre tract, the following courses and distances:

North 89°22'05" East, a distance of 790.23 feet;

North 89°37'23" East, a distance of 332.07 feet the northwest corner of a called 0.0303 acre tract of land described in the Special Warranty Deed to Denton County, Texas, recorded in Volume 5549, Page 131, Official Records, Denton County, Texas, and being in the new south right-of-way line of Litsey Road (a variable width right-of-way) and the beginning of a non-tangent curve to the right having a central angle of 6°45'54", a radius of 1,260.00 feet, and a chord bearing and distance of South 86°48'12" East, 148.68 feet;

**THENCE** in a southeasterly direction with said curve to the right and said new south right-of-way line of Litsey Road an arc distance of 148.77 feet;

**THENCE** continuing with said new south right-of-way line of Litsey Road, North 89°48'51" East, a distance of 52.39 feet;

EXHIBIT A  
Continued

**THENCE** leaving said new south right-of-way line of Litsey Road, over and across said 5.11 acre tract; said 1.124 acre tract; said 5.001 acre tract; said 117.364 acre tract; said 40.00 acre tract and said 5.0 acre tract, the following courses and distances:

South 0°08'43" East, a distance of 302.27 feet to the beginning of a tangent curve to the right having a central angle of 37°50'45", a radius of 535.00 feet, a chord bearing and distance of South 18°46'40" West, 347.00 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 353.39 feet to a point for corner;

South 37°42'02" West, a distance of 457.11 feet to a point in the west line of said 40.00 acre tract;

South 37°42'02" West, a distance of 508.80 feet to the beginning of a tangent curve to the left having a central angle of 74°51'28", a radius of 575.00 feet, a chord bearing and distance of South 0°16'18" West, 698.94 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 751.25 feet;

South 37°09'26" East, a distance of 119.51 feet to the northwest corner of Lot 1, Block 31, Seventeen Lakes, an addition to the City of Fort Worth, Texas, according to the plat thereof record in Instrument No. 2016-100, Official Records, Denton County, Texas, also being at the north terminus line of Buckwater Way (a 50-foot right-of-way) and being in a north line of a called 201.5829 acre tract of land described in the City of Fort Worth Ordinance No. 14055, which annexed a total of 282.001 acres into the City of Fort Worth (Annexation Case No. A-99-11 dated January 11, 2000)

**THENCE** South 60°50'26" West, with the common line of said 201.5829 acre tract and said north terminus line of Buckwater Way, a distance of 50.49 feet to the north corner of Lot 58, Block 25, of said Seventeen Lakes addition;

**THENCE** over and across said 5.0 acre tract and said 40.00 acre tract, the following courses and distances:

North 37°09'26" West, a distance of 112.48 feet to a point at the beginning of a tangent curve to the right having a central angle of 46°09'47", a radius of 625.00 feet, a chord bearing and distance of North 14°04'32" West, 490.05 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 503.58 feet to a point in said west line of the 40.00 acre tract;

**THENCE** with said west line of the 40.00 acre tract, South 58°19'16" West, a distance of 157.93 feet;

**THENCE** South 16°40'42" West, over and across said 40.00 acre tract, passing at a distance of 360.97 feet an angle point the west line of said 40.00 acre tract, continuing along said west line in all for a distance of 464.68 feet;



EXHIBIT A  
Continued

**THENCE** South 89°11'40" West, over and across said 117.364 acre tract, a distance of 916.06 feet a point in the common line of said 117.364 acre tract and the aforementioned 92.202 acre tract, same being an east line of a called 1,390.976 acre tract of land described in the City of Fort Worth Ordinance No. 10357, which annexed a total of 1,392.974 acres into the City of Fort Worth (Annexation Case No. G-8090 dated June 20, 1989)

**THENCE** with the said common line and east line of said 1,390.976 acre tract, the following courses and distances;

North 21°10'21" East, a distance of 482.94 feet;

North 50°50'14" West, a distance of 671.34 feet;

North 8°20'21" East, a distance of 61.74 feet;

North 64°39'14" East, a distance of 1,153.02 feet;

North 1°29'25" East, a distance of 758.27 feet to the **POINT OF BEGINNING** and containing 64.57 acres of land more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

