

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF FORT WORTH, TEXAS**  
**AND BONDS RANCH LAND LP, PMBC DEV CO 1, LLC**  
**AND PMBC DEV CO 3, 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 Bonds Ranch Land LP, PMBC DEV Co 1, LLC and PMBC DEV Co 3, 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**, 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 Tarrant County, Texas, which consists of approximately 421.133 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-21-018 ("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.

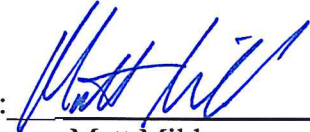
Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

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**CITY OF FORT WORTH**

**BONDS RANCH LAND LP,  
PMBC DEV Co 1 LLC &  
PMBC DEV Co 3 LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant City Manager

By:  \_\_\_\_\_  
Name: Matt Mildren  
Title: Authorized Representative,  
Manager, PMB Capital Investments

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: \_\_\_\_\_

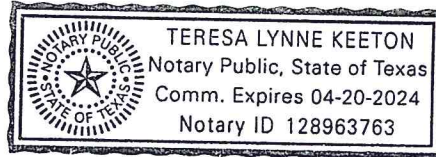
Notary Public, State of Texas

State of Texas Dallas §  
County of Tarrant §

This instrument was acknowledged before me on the 7<sup>th</sup> day of March, 2022,  
by Matt Mildren, Manager, PMB Capital Investments on behalf of said Bonds Ranch Land LP,  
PMBC DEV Co 1, LLC & PMBC DEV Co 3, LLC.

By: *Teresa Keeton*

Notary Public, State of Texas





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

# EXHIBIT A Tract 1

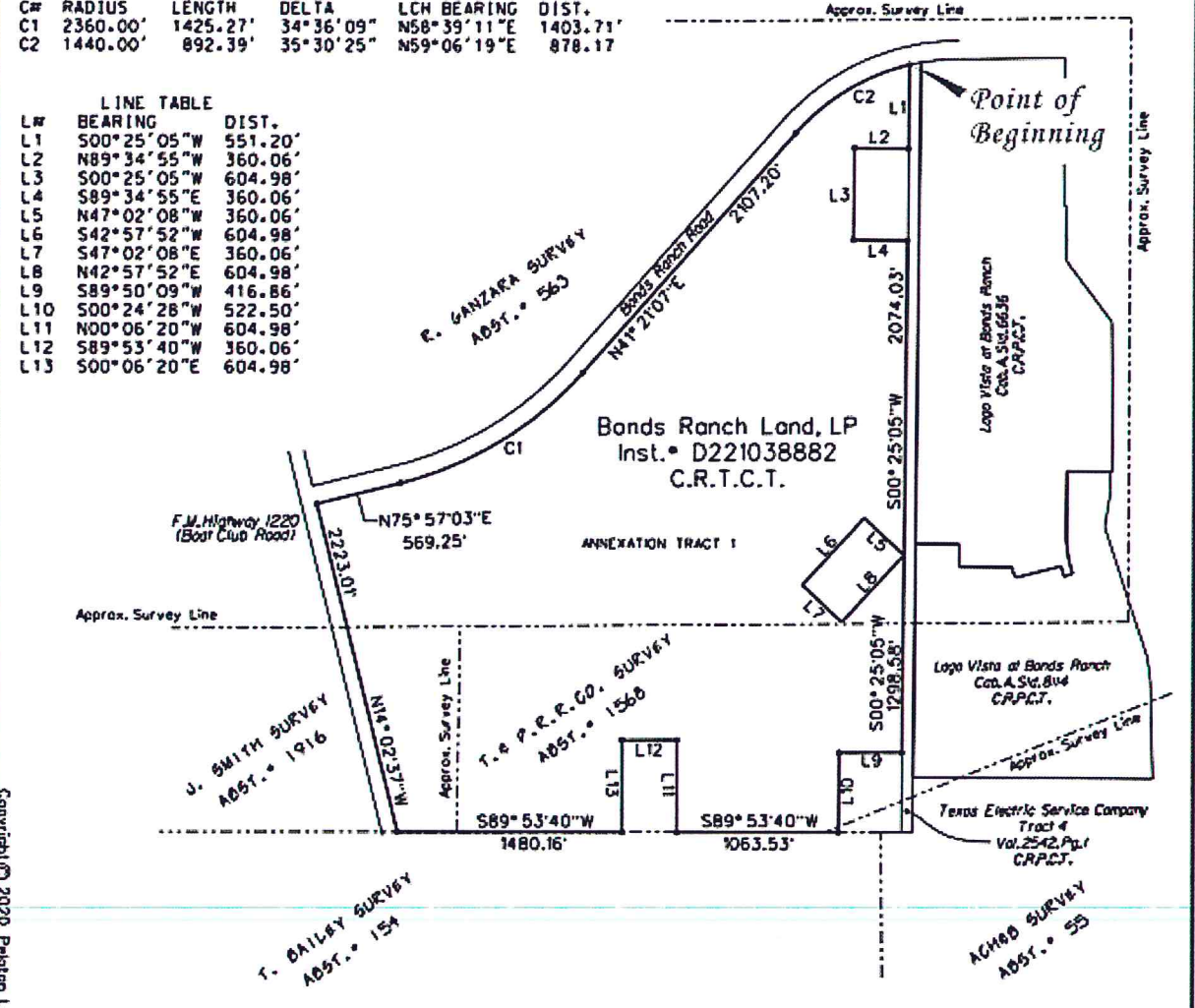
"This document was prepared under 22 TAC 138.95(5), does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in realproperty except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

"Integral parts of this document"  
1. Description - 2 Pages  
2. Exhibit

  
  
 GRAPHIC SCALE IN FEET

C#	RADIUS	LENGTH	DELTA	LCH BEARING	DIST.
C1	2360.00'	1425.27'	34°36'09"	N58°39'11"E	1403.71'
C2	1440.00'	892.39'	35°30'25"	N59°06'19"E	878.17'

L#	BEARING	DIST.
L1	S00°25'05"W	551.20'
L2	N89°34'55"W	360.06'
L3	S00°25'05"W	604.98'
L4	S89°34'55"E	360.06'
L5	N47°02'08"W	360.06'
L6	S42°57'52"W	604.98'
L7	S47°02'08"E	360.06'
L8	N42°57'52"E	604.98'
L9	S89°50'09"W	416.86'
L10	S00°24'28"W	522.50'
L11	N00°06'20"W	604.98'
L12	S89°53'40"W	360.06'
L13	S00°06'20"E	604.98'



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## Exhibit for Annexation of 269.860 Acres of Land

Situated in the R. Ganzara Survey, Abst. # 563, the  
J. Smith Survey, Abst. # 1916, and the T. & P.R.R.Co. Survey,  
Abst. # 1568, Tarrant County, Texas

**PELTON**  
LAND SOLUTIONS  
9300 HILLWOOD PARKWAY, SUITE 250  
FORT WORTH, TEXAS 76117 PH: 817.962.2250

JOB # BLP20001	DRAWN BY: D. Kaiser	CHECKED BY: T. Bridges	DATE: 8-26-21	PAGE # 1 of 1
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**Exhibit A  
Tract 1  
Continued**

**Description of 269.860 Acres**

**BEING** a tract of land situated in the R. GANZARA Survey, Abstract Number 563, the T. & P.R.R. Co. Survey, Abstract Number 1568, the ACH & B Survey, Abstract Number 55, and the J. SMITH Survey, Abstract Number 1916, Tarrant County, Texas, and being all of Tract II and Tract III as described in deed to Bonds Ranch Land, LP, recorded in Instrument Number D221038882, County Records, Tarrant County, Texas (C.R.T.C.T.) and being more particularly described by metes and bounds as follows:

**BEGINNING** at the northeast corner of said Tract II, being in the south right-of-way line of Bonds Ranch Road (120' R.O.W.), also being in the west line of Tract No. 4 as described in deed to Texas Electric Service Company recorded in Volume 2542, Page 1, C.R.T.C.T., from which the northwest corner of Lago Vista at Bonds Ranch, an addition to Tarrant County, recorded in Cabinet "A", Slide 6636 bears N 78°23'09"E, 76.72 feet;

**THENCE** with the east line of said Tract II the following bearings and distances;

S 00°25'05"W, 551.20 feet;

N89°34'55"W, 360.06 feet;

S00°25'05"W, 604.98 feet;

S89°34'55"E, 360.06 feet;

S 00°25'05"W, 2074.03 feet;

N 47°02'08"W, 360.06 feet;

S 42°57'52"W, 604.98 feet;

S 47°02'08"E, 360.06 feet;

N 42°57'52"E, 604.98 feet;

**THENCE** S 00°25'05"W, 1298.58 feet, to the northeast corner of that certain tract of land as described in a Surface Easement Agreement recorded in Instrument Number D207336116, C.R.T.C.T.;

**THENCE** S 89°50'09"W, with the common line between said Tract II and Surface Easement Agreement tract, 416.86 feet;

**THENCE** S 00°24'28"W, continuing with said common line, 522.50 feet to the southwest corner



of said Surface Easement Agreement tract, same being the southeast corner of said Tract II;

**THENCE** S 89°53'40"W, departing said common line, with said south line of said Tract II, 1063.53 feet to the southwest corner of said Tract II;

**THENCE** N 00°06'20"W, 604.98 feet to an inner ell corner of said Tract II;

**THENCE** S 89°53'40"W, at 174.49 feet pass the common line between said Tract II and said Tract III, continuing in all a distance of 360.06 feet to an inner ell corner of said Tract III;

**THENCE** S 00°06'20"E, 604.98 feet to the southeast corner of said Tract III;

**THENCE** S 89°53'40"W, with the south line of said Tract III, 1480.16 feet to the southwest corner of said Tract III, being in the east right-of-way line of F.M. Highway No. 1220 (Boat Club Road);

**THENCE** N 14°02'37"W, with the common line between said Tract III and the east right-of-way line of Boat Club Road, 2223.01 feet to the northwest corner of said Tract III, same being the intersection of the east right-of-way line of Boat Club Road and the south right-of-way line of Bonds Ranch Road (120' R.O.W.);

**THENCE** with the common lines between the south right-of-way of Bonds Ranch Road and said Tract III and Tract II, the following courses and distances:

N 75°57'03"E, 569.25 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 1425.27 feet, through a central angle of 34°36'09", having a radius of 2360.00 feet, the long chord which bears N 58°39'11"E, 1403.71 feet;

N 41°21'07"E, 2107.20 feet to the beginning of a curve to the right;

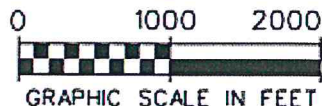
**THENCE** with said curve to the right, an arc distance of 892.39 feet, through a central angle of 35°30'25", having a radius of 1440.00 feet, the long chord which bears N 59°06'19"E, 878.17 feet to the **Point of Beginning** and containing 11,755,089 square feet or 269.860 acres of land more or less.

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# Exhibit A Tract 2

"This document was prepared under 22 TAC 136.05(5), 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."

"Integral parts of this document"  
1. Description - 2 Pages  
2. Exhibit



IBP/ELS FIRM REG. NO. X177700

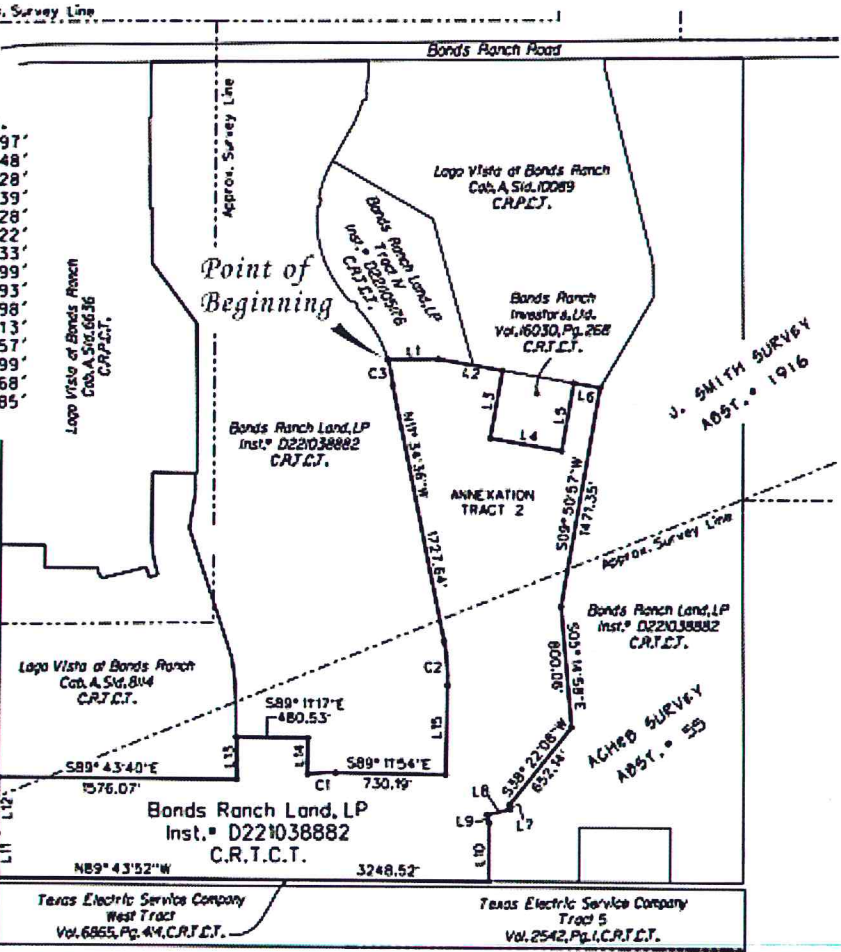
LINE #	BEARING	DIST.
L1	N89°21'04"E	334.97'
L2	S80°05'35"E	427.48'
L3	S09°54'25"W	456.28'
L4	S80°05'35"E	477.39'
L5	N09°54'25"E	456.28'
L6	S80°05'35"E	177.22'
L7	S14°04'05"E	28.33'
L8	S75°57'56"W	160.99'
L9	S13°56'07"E	54.93'
L10	S00°04'45"W	383.98'
L11	N00°22'26"W	288.13'
L12	N00°25'07"E	371.57'
L13	N01°22'51"W	278.99'
L14	S00°44'27"W	238.68'
L15	N00°50'17"E	588.85'

R. BANZARA SURVEY  
ABST. # 563

Texas Electric Service Company  
Tract 4  
Vol. 2542, Pg. 1  
C.R.T.C.T.

Approx. Survey Line

Texas Electric Service Company  
West Tract  
Vol. 6865, Pg. 4, C.R.T.C.T.



C#	RADIUS	LENGTH	DELTA	LCH BEARING	DIST.
C1	897.95'	186.85'	11°55'21"	N86°39'01"E	186.51'
C2	1380.21'	292.92'	12°09'35"	N04°42'34"W	292.37'
C3	830.00'	173.40'	11°58'11"	N11°26'17"W	173.08'

## Exhibit for Annexation of 109.031 Acres of Land

Situated in the ACH&B Survey, Abstract Number 55,  
and the T.&P. R.R. CO. Survey, Abstract Number 1568,  
Tarrant County, Texas

**PELOTON**  
LAND SOLUTIONS  
1600 HILLWOOD PARKWAY, SUITE 200  
FORT WORTH, TEXAS 76117 PH: 817-562-3390

JOB # BLP20001	DRAWN BY: D. Kaiser	CHECKED BY: T. Bridges	DATE: 8-27-21	PAGE # 1 of 1
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**Exhibit A  
Tract 2  
Continued**

**Description of 109.031 Acres**

**BEING** a tract of land situated in the T. & P.R.R. Co. Survey, Abstract Number 1568 and the ACH & B Survey, Abstract Number 55, Tarrant County, Texas, and being a portion of Tract I as described in deed to Bonds Ranch Land, LP, recorded in Instrument Number D221038882, County Records, Tarrant County, Texas (C.R.T.C.T.), and being more particularly described by metes and bounds as follows:

**BEGINNING** at the southwest corner of Tract IV as described in deed to Bonds Ranch Land, LP, recorded in Instrument Number D221105176, C.R.T.C.T.;

**THENCE** N 89°21'04"E, with the common line of said Tract I and said Tract IV, 334.97 feet;

**THENCE** S 80°05'35"E, at 230.27 feet pass the southeast corner of said Tract IV, same being the southwest corner of Lago Vista at Bonds Ranch, an addition to the City of Fort Worth, recorded in Cabinet A, Slide 10089, in all a distance of at 427.48 feet to the northwest corner of that tract of land described by deed to said Bonds Ranch Investors, Ltd., recorded in Volume 16030, Page 268 said County Records;

**THENCE** with the departing the south line of said Lago Vista addition, with the West, South and East line of said Investors Tract the following bearings and distances;

S09°54'25"W 456.28 feet;

S80°05'35"E 477.39 feet;

N09°54'25"E 456.28 feet, returning to the south line of aforementioned Lago Vista addition;

**THENCE** S80°05'35"E 177.22 feet to the Southeast corner of said Lago Vista addition

**THENCE** over and across aforementioned Tract 1 the following bearings and distances;

S 09°50'57"W, 1471.35 feet;

S 05°14'58"E, 800.06 feet;

S 38°22'08"W, 652.14 feet;

S 14°04'05"E, 28.33 feet;

S 75°57'56"W, 160.99 feet;

S 13°56'07"E, 54.93 feet;

S 00°04'45"W, 383.98 feet to the south line of said Tract I, same being in the north line of the West Tract as described in deed to Texas Electric Service Company, recorded in Volume 6865, Page 414, C.R.T.C.T.;

**THENCE** N 89°43'52"W, with the common line of said Tract I and said West Tract, 3248.52 feet to the southwest corner of said Tract I, same being the northwest corner of said West Tract;

**THENCE** N 00°22'26"W, 288.13 feet to the southeast corner of Tract No. 4 as described in deed to Texas Electric Service Company, recorded in Volume 2542, Page 1, C.R.T.C.T.;

**THENCE** N 00°25'07"E, with the common line between said Tract I and said Tract 4, 371.57 feet to the southwest corner of Lago Vista at Bonds Ranch, an addition to the City of Fort Worth, recorded in Cabinet A, Slide 8114, C.R.T.C.T.;

**THENCE** S 89°43'40"E, with the common line between said Tract I and said Lago Vista at Bond Ranch addition, 1576.07 feet to the southeast corner of said Lago Vista at Bonds Ranch addition, same being an inner ell corner of said Tract I;

**THENCE** N 01°22'51"W, continuing with said common line, 278.99 feet;

**THENCE** departing said common line, over and across said Tract I the following courses and distances:

S 89°11'17"E, 480.53 feet;

S 00°44'27"W, 238.68 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 186.85 feet, through a central angle of 11°55'21", having a radius of 897.95 feet, the long chord which bears N 86°39'01"E, 186.51 feet;

S 89°11'54"E, 730.19 feet;

N 00°50'17"E, 588.85 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 292.92 feet, through a central angle of 12°09'35", having a radius of 1380.21 feet, the long chord which bears N 04°42'34"W, 292.37 feet;

N 11°34'36"W, 1727.64 feet;

**THENCE** with said curve to the left, an arc distance of 173.40 feet, through a central angle of 11°58'11", having a radius of 830.00 feet, the long chord which bears N 11°26'17"W, 173.08 feet, to the **Point of Beginning** and containing 4,749,376 square feet or 109.031 acres of land more or less.



**Exhibit A  
Tract 3  
Continued**

**Description of 42.242 Acres**

**BEING** a tract of land situated in the ACH & B Survey, Abstract Number 55, Tarrant County, Texas, and being portion of Tract I, Parcel B as described in deed to Bonds Ranch Land, LP, recorded in Instrument Number D221038882, County Records, Tarrant County, Texas (C.R.T.C.T.), and being more particularly described by metes and bounds as follows:

**COMMENCING** at the southwest corner of Lot 34, Block 8 as shown on the Final Plat of Lago Vista at Bonds Ranch, an addition to the City of Fort Worth, recorded in Cabinet "A", Slide 8114 said County Records;

**THENCE** S 00°18'38"E, 1099.72 feet to the northwest corner of said Tract I, same being the southwest corner of Tract No. 5 as described in deed to Texas Electric Service Company recorded in Volume 2542, Page 1, C.R.T.C.T., for the **POINT OF BEGINNING**;

**THENCE** S 89°43'25"E, with the common line of said Tract I and Tract No. 5, 1942.55 feet to the northeast corner of said Tract I;

**THENCE** S 00°01'48"E, departing the south line of said Tract No.5, 604.95 feet;

**THENCE** S 89°43'25"E, 360.07 feet;

**THENCE** S 00°01'48"E, 279.92 feet to the southeast corner of said Tract I;

**THENCE** S 89°47'33"W, 2298.17 feet to the southwest corner of said Tract I;

**THENCE** N 00°18'38"W, 904.31 feet to the **POINT OF BEGINNING** and containing 1,840,052 square feet or 42.242 acres of land more or less.