

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FORT WORTH, TEXAS  
AND AUTOZONE PARTS, INC.**

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 AutoZone Parts, Inc. ("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 0.8642 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-21-00012 ("Annexation Case");

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

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Fort Worth City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

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

### 3. MUNICIPAL SERVICES.

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

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

- x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
- xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).

- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.
- c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
- 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be

interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** Except as provided in Section 15, this Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

**CITY OF FORT WORTH**

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

Approved as to Form and Legality:

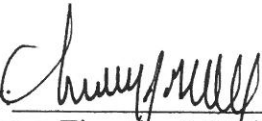
\_\_\_\_\_  
Name: \_\_\_\_\_  
Senior Assistant City Attorney


Attest:

\_\_\_\_\_  
City Secretary

Approvals:  
M&C: \_\_\_\_\_  
Ordinance No. \_\_\_\_\_

**AUTOZONE PARTS, INC.**

By:   
Name: Timothy J. Goddard  
Title: Vice President

By:   
Name: **Joseph Espinosa**  
Title: **Vice President**



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 TENNESSEE )  
COUNTY OF SHELBY )

Before me, Lori Smith of the state and county mentioned, personally appeared Timothy J. Goddard and Joseph Espinosa, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of **AutoZone Parts, Inc**, the within named bargainer, a **Nevada corporation**, and that such president or officer as such Vice President and Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vice President and Vice President.

Witness my hand and seal, at office, this 12th day of November, 2021.

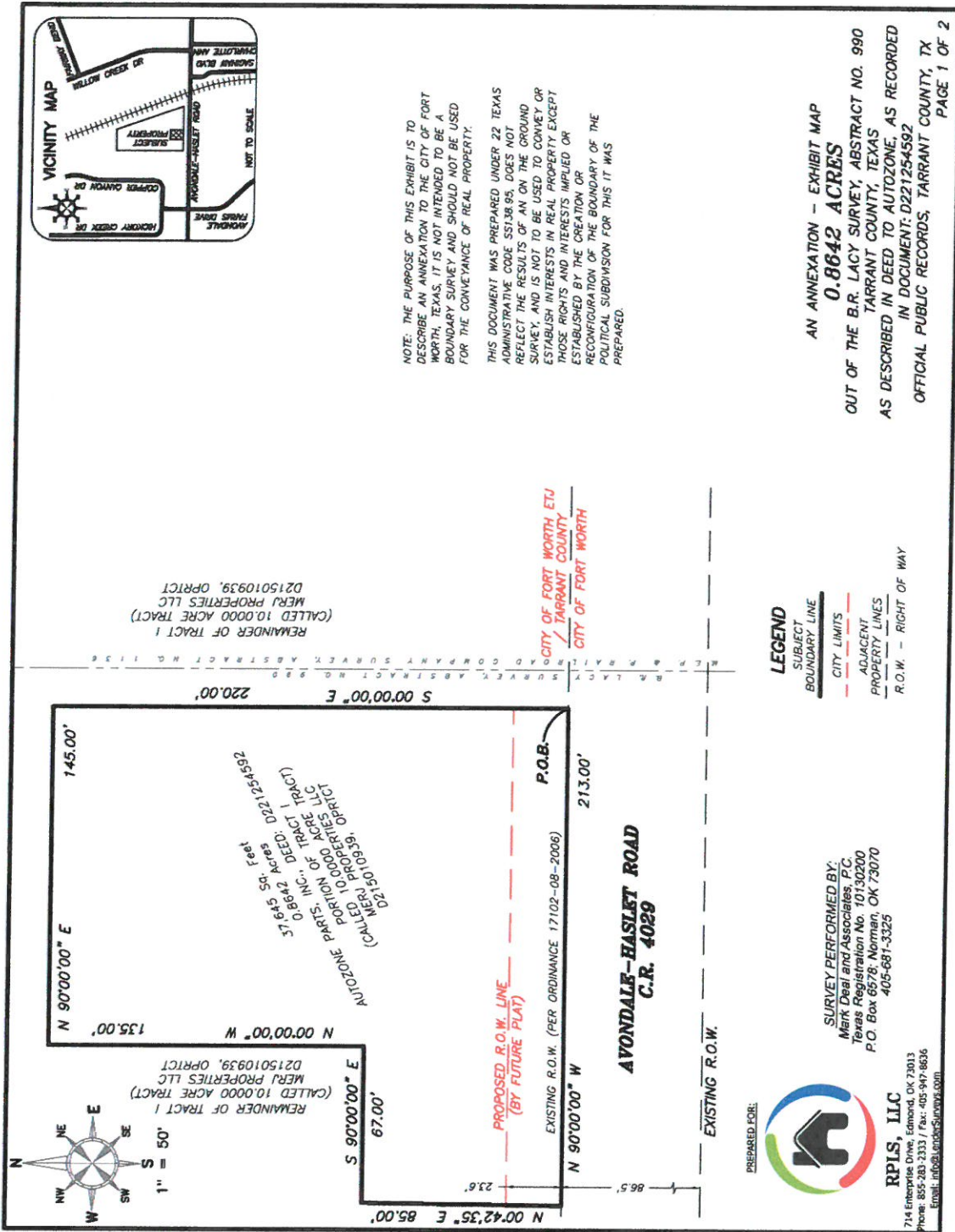


Lori Smith  
Notary Public

Title of officer  
My Commission Expires:  
My Commission Expires  
November 21, 2021

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

# EXHIBIT A



# Exhibit A Continued

PREPARED FOR:



**RPLS, LLC**

714 Enterprise Drive, Edmond, OK 73013  
 Phone: 855-383-2333 / Fax: 405-947-9836  
 Email: info@rpls-surveys.com

**LEGAL DESCRIPTION:**

A TRACT OF LAND BEING A PORTION OF A CALLED 10.0000 ACRE TRACT DESCRIBED IN DEED TO MERJ PROPERTIES LLC IN D215010939, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, (OPRPTCT) AND BEING LOCATED IN THE B.R. LACY SURVEY, ABSTRACT NO. 990, CITY OF HASLET, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD (CONTROLLING MONUMENT) AT THE NORTHEAST CORNER OF SAID CALLED 10.0000 ACRE TRACT BEING LOCATED ON THE WEST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE ON SAID WEST RIGHT OF WAY LINE S 21°35'03" E A DISTANCE OF 974.34 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008" AT THE SOUTHEAST CORNER OF SAID CALLED 10.0000 ACRE TRACT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF AVONDALE-HASLET ROAD (AKA CR 4029) AND THE WEST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD, FROM WHICH A FOUND 1/2" IRON ROD (CONTROLLING MONUMENT) ON THE FORMER NORTH RIGHT OF WAY LINE OF AVONDALE-HASLET ROAD (AKA C.R. 4029) BEARS N 90°00'00" W (REFERENCE BEARING) A DISTANCE OF 1876.00 FEET;

THENCE ON THE SOUTH LINE OF SAID CALLED 10.0000 ACRES AND THE NORTH RIGHT OF WAY LINE OF SAID AVONDALE-HASLET ROAD N 90°00'00" W A DISTANCE OF 350.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008" AT THE POINT OF BEGINNING;

THENCE N 90°00'00" W A DISTANCE OF 213.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008"; THENCE N 00°42'35" W A DISTANCE OF 85.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008"; THENCE S 90°00'00" E A DISTANCE OF 67.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "RPLS 6008"; THENCE N 00°00'00" W A DISTANCE OF 135.00 FEET TO A SET MAG NAIL W/ WASHER STAMPED "RPLS 6008"; THENCE N 90°00'00" E A DISTANCE OF 145.00 FEET TO A SET MAG NAIL W/ WASHER STAMPED "RPLS 6008"; THENCE S 00°00'00" E A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; CONTAINING 37,645 SQUARE FEET OR 0.8642 ACRES, MORE OR LESS.

NOTE: THE PURPOSE OF THIS EXHIBIT IS TO DESCRIBE AN ANNEXATION TO THE CITY OF FORT WORTH, TEXAS. IT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OF REAL PROPERTY.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §5138.95, 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 THIS IT WAS PREPARED.

SHAWN CHRISTOPHER AXTON  
 RPLS 6008  
 DATED: 9-27-2021

SURVEY PERFORMED BY:  
 Mark Deal and Associates, P.C.  
 Texas Registration No. 10130200  
 P.O. Box 6578, Norman, OK 73070  
 405-681-3325



AN ANNEXATION - EXHIBIT MAP  
**0.8642 ACRES**  
 OUT OF THE B.R. LACY SURVEY, ABSTRACT NO. 990  
 TARRANT COUNTY, TEXAS  
 AS DESCRIBED IN DEED TO AUTOZONE, AS RECORDED  
 IN DOCUMENT: D221254592  
 OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TX  
 PAGE 2 OF 2