

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS AND
JONATHAN WESTROM AND TRACY WESTROM

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 Jonathan Westrom and Tracy Westrom, ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in Tarrant County, Texas, which consists of approximately 4.594 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-19-007 ("Annexation Case");

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

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

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full,

available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, “full municipal services” means all services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

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

- ix. Water and Wastewater to Existing Structures – Occupied structures that are using water-well and on-site sewer facilities on the Effective Date may continue to use the same. If a property owner desires to connect an existing structure to the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City’s cost for each occupied lot or tract in accordance with the City’s “Policy for the Installation of Community Facilities” and applicable law. Once connected to the City’s water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies and applicable law and at rates established by City ordinances for such services.
 - c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

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

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

CITY OF FORT WORTH

PROPERTY OWNER

By: _____
Jesus "Jay" Chapa
Assistant City Manager

By: _____
Jonathan Westrom

And

By: _____
Tracy Westrom

Approved as to Form and Legality:

Senior Assistant City Attorney

Attest:

Mary Kayser
City Secretary

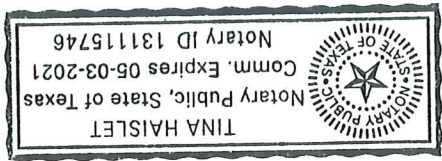
Approvals:
M&C _____
Ordinance No. _____

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by Jesus "Jay" Chapa, 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 Tarrant §

This instrument was acknowledged before me on the 15th day of May, 2019,
by Jonathan Westrom _____ and Tracy Westrom _____

By: Tina Haislet _____

Notary Public, State of Texas

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

EXHIBIT A

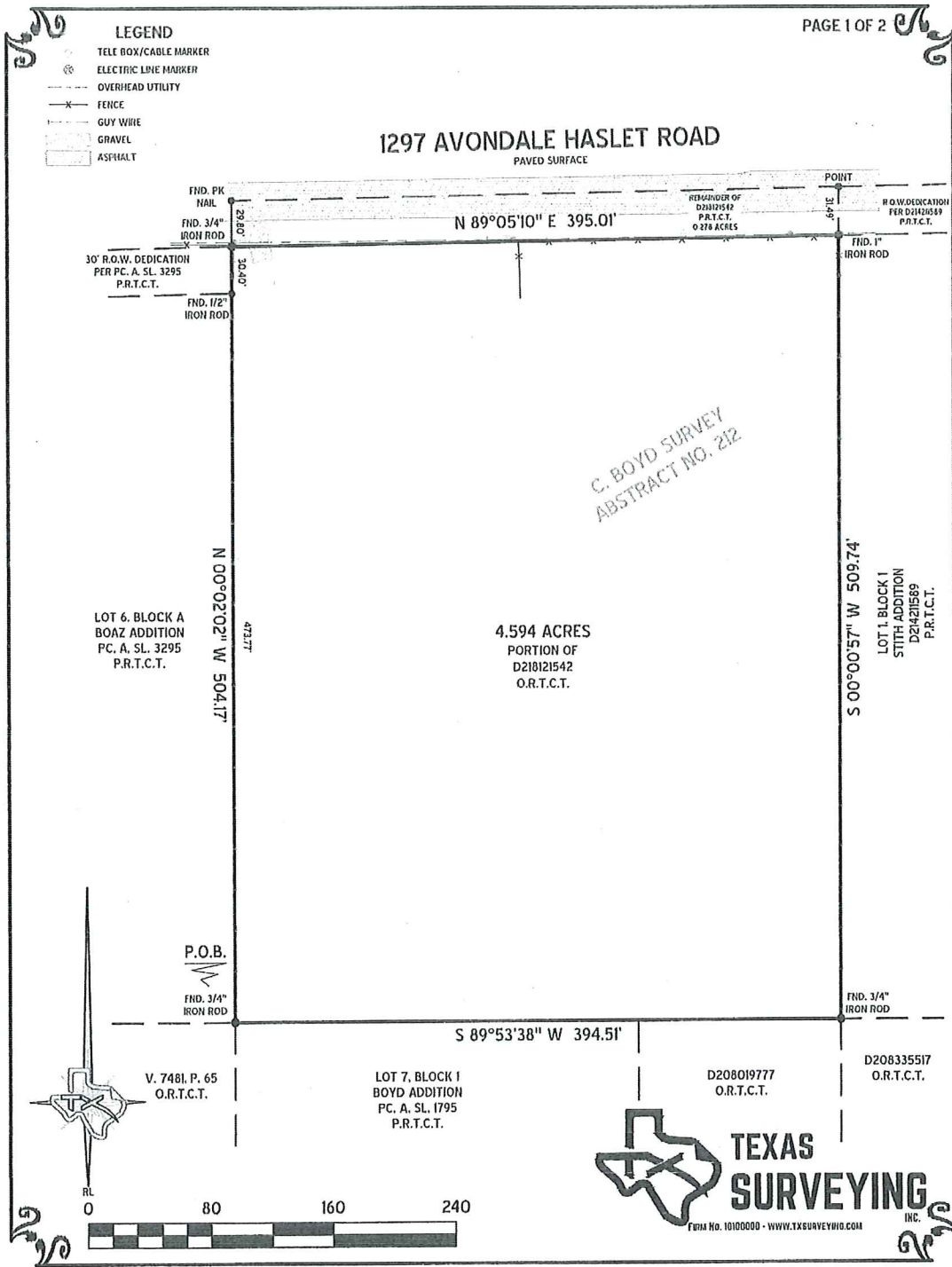


EXHIBIT A

PROPERTY DESCRIPTION

BEING A 4.594 ACRES TRACT OF LAND OUT OF THE C. BOYD SURVEY, ABSTRACT NO. 212, TARRANT COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN D218121542, OFFICIAL RECORDS, TARRANT COUNTY, TEXAS; BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/4" IRON ROD. AT THE NORTHWEST CORNER OF THAT CERTAIN LOT 7, BLOCK 1, BOYD ADDITION AS RECORDED IN PC. A, P. 1795, PLAT RECORDS, TARRANT COUNTY, TEXAS, AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN V. 7481, P. 65, O.R.T.C.T., AT THE SOUTHEAST CORNER OF THAT CERTAIN LOT 6, BLOCK A, BOAZ ADDITION AS RECORDED IN PC. A, P. 3295, P.R.T.C.T., AND AT THE SOUTHWEST CORNER OF SAID D218121542, FOR THE SOUTHWEST AND BEGINNING CORNER OF THIS TRACT.

THENCE N 00°02'02" W AT 473.77 FEET PASSING A FOUND 1/2" IRON ROD AND IN ALL 504.17 FEET ALONG THE EAST LINE OF SAID LOT 6 AND THE WEST LINE OF SAID D218121542 TO A FOUND 3/4" IRON ROD, AT THE NORTHEAST CORNER OF SAID LOT 6 AND IN THE SOUTH LINE OF AVONDALE HASLET ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE N 89°05'10" E 395.01 FEET OVER AND ACROSS SAID D218121542 AND ALONG THE SOUTH LINE OF SAID AVONDALE HASLET ROAD TO A FOUND 1" IRON ROD, IN THE EAST LINE OF SAID D218121542 AND THE WEST LINE OF THAT CERTAIN LOT 1, BLOCK 1, STITH ADDITION AS RECORDED IN D214211589, P.R.T.C.T., FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE S 00°00'57" W 509.74 FEET ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID D218121542 TO A FOUND 3/4" IRON ROD, AT THE SOUTHEAST CORNER OF SAID D218121542, AT THE SOUTHWEST CORNER OF SAID LOT 1, AT THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN D208335517, O.R.T.C.T., AND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN D208019777, O.R.T.C.T., FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE S 89°53'38" W 394.51 FEET ALONG THE SOUTH LINE OF SAID D218121542 TO THE POINT OF BEGINNING.

BEARINGS, DISTANCES, AND/OR AREAS DERIVED FROM GNSS OBSERVATIONS PERFORMED BY TEXAS SURVEYING, INC. AND REFLECT N.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. (GRID)

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED ON THE GROUND; BY ME OR UNDER MY DIRECT SUPERVISION; VISIBLE CONFLICTS, ENCROACHMENTS, AND OVERLAPS ARE AS SHOWN ON THIS PLAT OR MAP ATTACHED HERETO; THE AREA & BOUNDARY WERE DETERMINED WITH RESPECT TO THE RECORDED REFERENCES AS SHOWN; AND THE INFORMATION PRESENTED IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE. IN ADDITION, IT IS NOT INTENDED TO EXPRESS OR IMPLY WARRANTY, GUARANTEE OF OWNERSHIP, OR TRANSFER OF TITLE, AND THIS SURVEY IS SUBJECT TO ALL APPLICABLE COPYRIGHT LAWS FROM THE DATE OF THIS SURVEY, TO PROTECT ALL PARTIES INVOLVED, THIS SURVEY IS ONLY VALID IF ORIGINAL SEAL & SIGNATURE APPEAR ON THE FACE OF THIS SURVEY IN BLUE INK.

Micah Hamilton
MICAH HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5865
TEXAS SURVEYING, INC. - WEATHERFORD BRANCH
104 S. WALNUT STREET, WEATHERFORD, TEXAS 76086
WEATHERFORD@TXSURVEYING.COM - 817-594-0400
DATE: APRIL 4, 2019 - JN190406A



- 1) NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR. RECORD RESEARCH PERFORMED BY THIS SURVEYOR WAS MADE ONLY FOR THE PURPOSE OF DETERMINING THE BOUNDARY OF THIS PROPERTY AND OF THE ADJOINING PARCELS. RECORD DOCUMENTS OTHER THAN THOSE SHOWN ON THIS SURVEY MAY EXIST AND ENCUMBER THIS PROPERTY.
- 2) OFFICIAL F.E.M.A. FLOOD HAZARD INFORMATION HAS NOT BEEN REVIEWED DURING THE COURSE OF THIS SURVEY. FOR UP TO DATE FLOOD HAZARD INFORMATION ALWAYS VISIT THE OFFICIAL F.E.M.A. WEBSITE AT (WWW.FEMA.GOV).
- 3) GOVERNMENTAL ENTITIES MAY REQUIRE THIS PROPERTY TO BE FURTHER PLATTED AND RECORDED WITH THE COUNTY CLERK.
- 4) UNDERGROUND UTILITIES WERE NOT LOCATED DURING THIS SURVEY. CALL 811 AND/OR UTILITY PROVIDERS BEFORE EXCAVATION OR CONSTRUCTION.
- 5) PLEASE CONSULT ALL APPLICABLE GOVERNING ENTITIES REGARDING RULES & REGULATIONS, THAT MAY AFFECT CONSTRUCTION ON THIS PROPERTY.
- 6) NOT ALL IMPROVEMENTS ARE SHOWN ON THIS SURVEY.

