

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

ATH-1187, LTD AND WALSH RANCHES LIMITED PARTNERSHIP

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 ATH-1187, LTD AND WALSH RANCHES LIMITED PARTNERSHIP ("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 78.34 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-24-008 ("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 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.** 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: Dana Burghdoff

Assistant City Manager

Approved as to Form and Legality:

By: _____

Name: Melinda Ramos

Deputy City Attorney

By: _____

Name: _____

Contract Manager

By: _____

Name: Jannette S. Goodall

City Secretary

Approvals:

M&C: By: _____

Ordinance No. By: _____

**State of Texas §
County of Tarrant §**

This instrument was acknowledged before me on the ____ day of _____, _____, by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

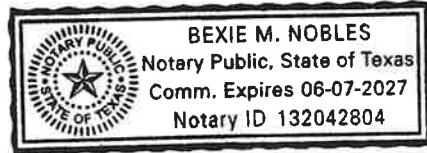
ATH-1187, LTD

By: [Signature]
Name: Gary F. Goble
Title: Vice President

State of Texas §
County of Parker §

This instrument was acknowledged before me on the 20 day of June, 2024 by Gary F. Goble, Vice President on behalf of ATH-1187, LTD.

By: [Signature]
Notary Public, State of Texas



WALSH RANCHES LIMITED PARTNERSHIP

By: [Signature]
Name: Ryan Dickerson
Title: Vice President

State of Texas §
County of Parker §

This instrument was acknowledged before me on the 20 day of June, 2024 by Ryan B. Dickerson, Vice President on behalf of WALSH RANCEHS LIMITED PARTNERSHIP.

By: [Signature]
Notary Public, State of Texas

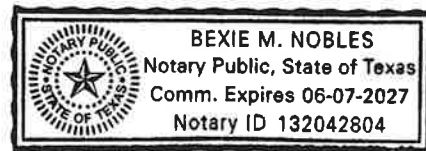


EXHIBIT A

PLOTTED BY: James Garcia ON: Tuesday, March 26, 2024 AT: 3:27 PM FILEPATH: G:\Production\PlannedCommunity\2001\169\Survey-DAT\Drawings\Annexation\2001\169\037 - Walsh QV West Commercial Annex Esh

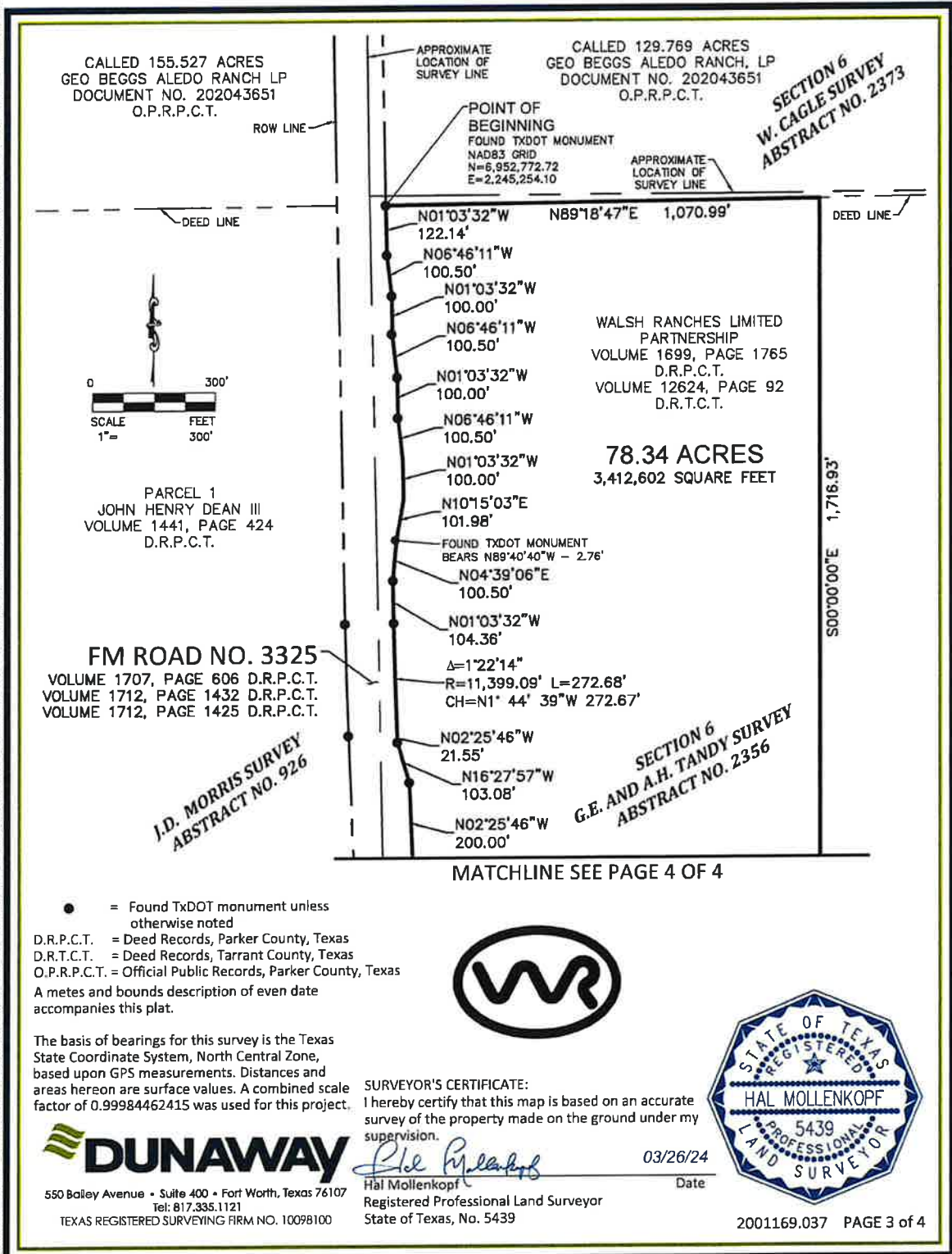
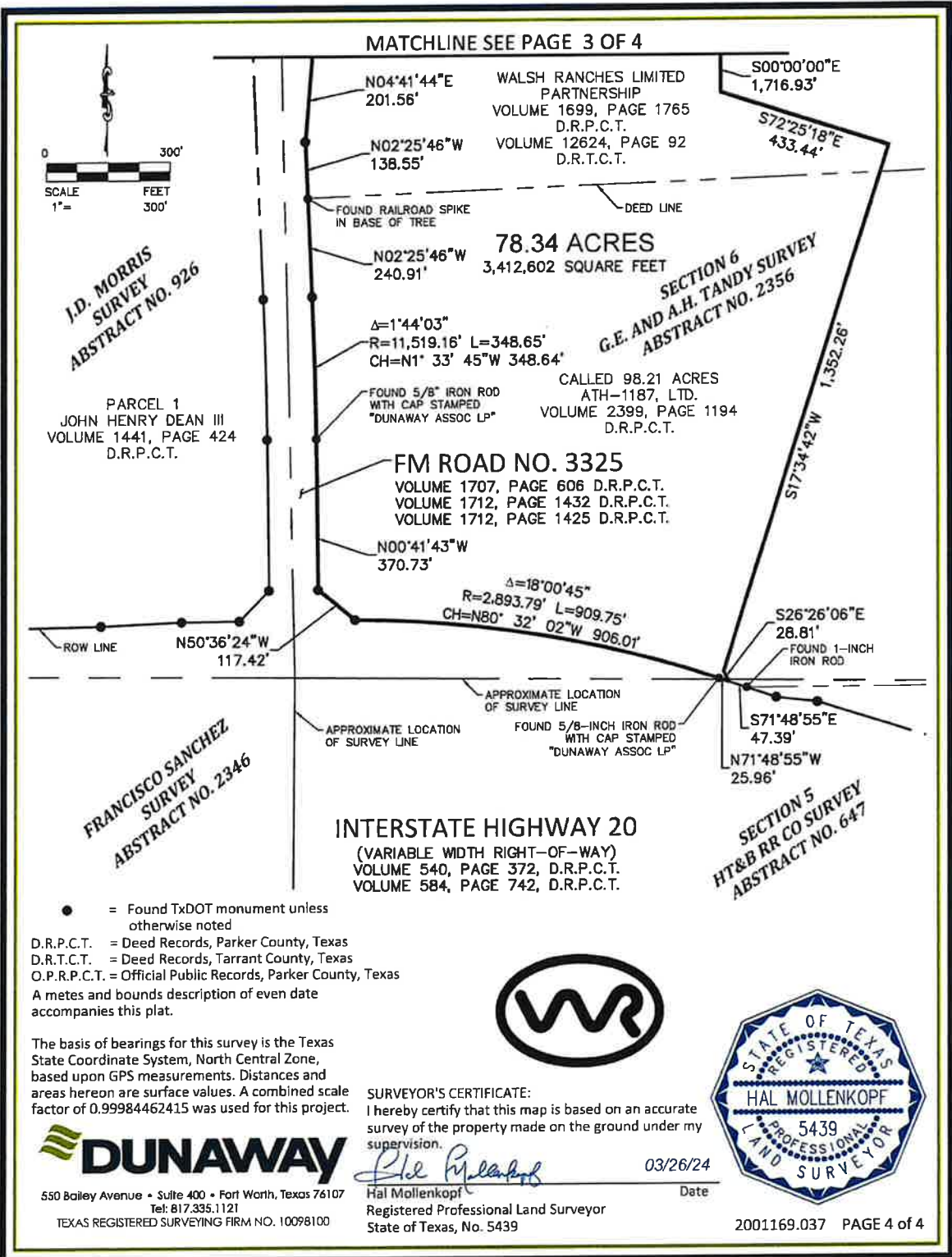


EXHIBIT A
Continued

PLOTTED BY: Janet Garcia ON: Tuesday, March 26, 2024 AT: 3:27 PM FILEPATH: G:\Production\PlannedCommunity\2001169\Survey\Drawings\Annexation\2001169\037 - Walsh QV West Commercial Annex Esh



● = Found TxDOT monument unless otherwise noted
D.R.P.C.T. = Deed Records, Parker County, Texas
D.R.T.C.T. = Deed Records, Tarrant County, Texas
O.P.R.P.C.T. = Official Public Records, Parker County, Texas
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, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.99984462415 was used for this project.

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

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

03/26/24
Date



METES & BOUNDS DESCRIPTION

PLOTTED BY: James Gordella ON: Tuesday, March 26, 2024 AT: 3:27 PM FILEPATH: G:\Production\PlannedCommunity\2001169\Survey-DAN\Drawings\Annexation\2001169\037 - Walsh QV West Commercial Annex Ex

Metes & Bounds

Being a 78.34 acre tract of land situated in Section 6, G.E. and A.H. Tandy Survey, Abstract No. 2356 and in Section 5, Houston Tap & Brazoria Railroad Company Survey, Abstract No. 647, Parker County, Texas and being a portion of 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 portion of a called 98.21 acre tract of land described in deed to ATH-1187, LTD., as recorded in Volume 2399, Page 1194, D.R.P.C.T., said 78.34 acre tract of land being more particularly described as follows:

BEGINNING at a found TXDOT monument on the east right-of-way line of Farm to Market Road No. 3325 (FM 3325) (variable width right-of-way), as recorded in Volume 1707, Page 606, Volume 1712, Page 1432 and Volume 1712, Page 1425, D.R.P.C.T. and a point on the common north line of said Walsh Ranches tract and the south line of a called 129.769 acre tract of land described in deed to Geo Beggs Aledo Ranch, LP, as recorded in Document No. 202043651, Official Public Records of Parker County, Texas (O.P.R.P.C.T.), said POINT OF BEGINNING being locatable by NAD83 Grid Coordinate N: 6,952,772.72, E: 2,245,254.10;

THENCE North 89 degrees 18 minutes 47 seconds East, departing the east right-of-way line of said FM 3325, along said common line, a distance of 1,070.99 feet to a point for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, departing said common line, across said Walsh Ranches tract and said ATH-1187 tract, a distance of 1,716.93 feet to a point for corner;

THENCE South 72 degrees 25 minutes 18 seconds East, continuing across said Walsh Ranches tract and said ATH-1187 tract, a distance of 433.44 feet to a point for corner;

THENCE South 17 degrees 34 minutes 42 seconds West, continuing across said Walsh Ranches tract and said ATH-1187 tract, a distance of 1,352.26 feet to a point for corner;

THENCE South 26 degrees 26 minutes 06 seconds East, continuing across said Walsh Ranches tract and said ATH-1187 tract, a distance of 28.81 feet to a point for corner on the common south line of said ATH-1187 tract and the north right-of-way of Interstate Highway 20 (IH 20) (variable width right-of-way), as recorded in Volume 540, Page 372 and Volume 584, Page 742, D.R.P.C.T., from which a found 1-inch iron rod bears South 71 degrees 48 minutes 55 seconds East, a distance of 47.39 feet;

THENCE North 71 degrees 48 minutes 55 seconds West, along said common line, a distance of 25.96 feet to a found 5/8-inch iron rod with yellow cap stamped "DUNAWAY ASSOC LP" (hereinafter referred to as 5/8-inch YCIR) for the beginning of a non-tangent curve to the left having a radius of 2,893.79 feet, a central angle of 18 degrees 00 minutes 45 seconds and a chord bearing North 80 degrees 32 minutes 02 seconds West, a distance of 906.01 feet;

THENCE Northwesterly along said common line and said non-tangent curve to the left an arc length of 909.75 feet to a found TxDOT monument for corner for the end of said curve;

THENCE North 50 degrees 36 minutes 24 seconds West, departing the north right-of-way line of said IH 20, along the common west line of said ATH-1187 and the east right-of-way of said FM 3325, a distance of 117.42 feet to a found TxDot monument for corner;

THENCE North 00 degrees 41 minutes 43 seconds West, continuing along said common line, a distance of 370.73 feet to a found 5/8-inch YCIR for the beginning of a curve to the left having a radius of 11,519.16 feet, a central angle of 01 degree 44 minutes 03 seconds and a chord bearing North 01 degree 33 minutes 45 seconds West, a distance of 348.64 feet;

THENCE Northwesterly continuing said common line and said curve to the left an arc length of 348.65 feet to a found TxDOT monument for corner for the end of said curve;

Continued.....



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



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

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

03/26/24

Date



2001169.037 PAGE 1 of 4

METES & BOUNDS DESCRIPTION

Continued

PLOTTED BY: James Cordello ON: Tuesday, March 26, 2024 AT: 3:27 PM FILEPATH: C:\Production\PlannedCommunity\2001\169\037 - Walsh QV West Commercial Annexation\2001\169\037 - Walsh QV West Commercial Annex Ex

Metes & Bounds

Continued.....

THENCE continuing along the east right-of-way of said FM 3325, the west line of said ATH-1187 tract and the west line of said Walsh Ranches tract the following courses and distances:

THENCE North 02 degrees 25 minutes 46 seconds West, a distance of 240.91 feet to a found railroad spike in base of tree for corner;

THENCE North 02 degrees 25 minutes 46 seconds West, a distance of 138.55 feet to a found TxDOT monument for corner;

THENCE North 04 degrees 41 minutes 44 seconds East, a distance of 201.56 feet to a point for corner;

THENCE North 02 degrees 25 minutes 46 seconds West, a distance of 200.00 feet to a found TxDOT monument for corner;

THENCE North 16 degree 27 minutes 57 seconds West, a distance of 103.08 feet to a found TxDOT monument for corner;

THENCE North 02 degrees 25 minutes 46 seconds West, a distance of 21.55 feet to a point for the beginning of a curve to the right having a radius of 11,399.09 feet, a central angle of 01 degree 22 minutes 14 seconds and a chord bearing North 01 degree 44 minutes 39 seconds West, a distance of 272.67 feet;

THENCE Northwesterly continuing along said curve to the right an arc length of 272.68 feet to a found TxDOT monument for corner for the end of said curve;

THENCE North 01 degree 03 minutes 32 seconds West, a distance of 104.36 feet to a found TxDOT monument for corner;

THENCE North 04 degrees 39 minutes 06 seconds East, a distance of 100.50 feet to a point for corner, from which a found TxDOT monument bears North 89 degrees 40 minutes 40 seconds West, a distance of 2.76 feet;

THENCE North 10 degree 15 minutes 03 seconds East, a distance of 101.98 feet to a point for corner;

THENCE North 01 degree 03 minutes 32 seconds West, a distance of 100.00 feet to a point for corner;

THENCE North 06 degrees 46 minutes 11 seconds West, a distance of 100.50 feet to a found TxDOT monument for corner;

THENCE North 01 degree 03 minutes 32 seconds West, a distance of 100.00 feet to a found TxDOT monument for corner;

THENCE North 06 degrees 46 minutes 11 seconds West, a distance of 100.50 feet to a found TxDOT monument for corner;

THENCE North 01 degree 03 minutes 32 seconds West, a distance of 100.00 feet to a found TxDOT monument for corner;

THENCE North 06 degrees 46 minutes 11 seconds West, a distance of 100.50 feet to a found TxDOT monument for corner;

THENCE North 01 degree 03 minutes 32 seconds West, a distance of 122.14 feet to the POINT OF BEGINNING and containing 78.34 acres or 3,412,602 square feet of land more or less.



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



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

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

03/26/24

Date



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