

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS AND
M.T. COLE FAMILY PARTNERSHIP NO. 2, LP

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 M.T. Cole Family Partnership No. 2, LP ("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 Denton County, Texas, which consists of approximately 197.754 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-21-002 ("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.

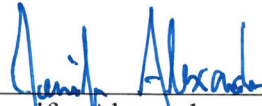
Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF FORT WORTH

PROPERTY OWNER

**M.T. COLE FAMILY PARTNERSHIP
No. 2, LP**

By: _____
Dana Burghdoff
Assistant City Manager

By: _____

Jennifer Alexander
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, Assistant City Manager of the City of Fort Worth, a Texas municipal
corporation, on behalf of said corporation.

By: _____

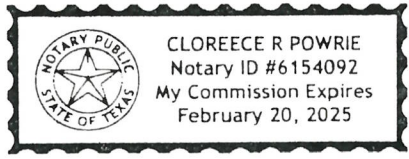
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Cole §

This instrument was acknowledged before me on the 8th day of March, 2021
by Jennifer Alexander, Manager on behalf of M.T. Cole Family Partnership No. 2, LP.

By: Cloreece R. Powrie

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**

PROPERTY DESCRIPTION TRACT 1

STATE OF TEXAS:
COUNTY OF DENTON:

BEING a tract of land situated in the C. Perry Survey, Abstract No. 1031, the A. King Survey, Abstract No. 710, and the L. Butler Survey, Abstract No. 64, Denton County, Texas, being a portion of that tract of land as described in deed to The M.T. Cole Family Partnership No. 2, LP, recorded in 2009-102749, Official Records, Denton County, Texas (ORDCT), and being more particularly described as follows:

COMMENCING at 1/2" rebar capped Goodwin & Marshall set at the most westerly corner of Lot 1R, Block 1, Northpoint Alliance Industrial Park, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2020-401, ORDCT, said point being a reentrant corner in the northeasterly line of a tract of land as described in deed to NP-OV Fort Worth Logistics Park, LLC, recorded in 2020-70676, ORDCT;

THENCE North 41 degrees 23 minutes 43 seconds East, along the northwesterly line of said Lot 1R, Block 1 and a reentrant line of said NP-OV Fort Worth Logistics Park tract, a distance of 7.87 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE departing the northwesterly line of said Lot 1R, Block 1, along the northeasterly line of said NP-OV Fort Worth Logistics Park tract and a tract of land as described in deed to NP-OV Fort Worth Logistics Project CY, LLC, recorded in 2020-70675, ORDCT, as follows:

Northwesterly, along a non-tangent curve to the left, having a radius of 470.00 feet, a central angle of 17 degrees 51 minutes 59 seconds, an arc distance of 146.56 feet, and a chord that bears North 72 degrees 38 minutes 10 seconds West, 145.97 feet to the beginning of a reverse curve to the right, having a radius of 530.00 feet;

Northwesterly, along said curve, having a central angle of 45 degrees 36 minutes 19 seconds, an arc distance of 421.86 feet, and a chord that bears North 58 degrees 46 minutes 00 seconds West, 410.81 feet to the beginning of a reverse curve to the left, having a radius of 20.00 feet;

Northwesterly, along said curve, having a central angle of 41 degrees 07 minutes 27 seconds, an arc distance of 14.36 feet, and a chord that bears North 56 degrees 31 minutes 36 seconds West, 14.05 feet to the beginning of a curve to the right, having a radius of 537.50 feet;

THENCE, departing said NP-OV Fort Worth Logistics Project CY tract, across said The M.T. Cole Family Partnership No. 2 tract, as follows

Northwesterly, along said curve, having a central angle of 34 degrees 49 minutes 21 seconds, an arc distance of 326.68 feet, and a chord that bears North 17 degrees 24 minutes 41 seconds West, 321.67 feet to the end of said curve;

NORTH, tangent to said curve, a distance of 1,599.89 feet to the beginning of a tangent curve to the left, having a radius of 50.00 feet;

Northwesterly, along said curve, having a central angle of 47 degrees 54 minutes 11 seconds, an arc distance of 41.80 feet, and a chord that bears North 23 degrees 57 minutes 05 seconds West, 40.60 feet to the beginning of a reverse curve to the right, having a radius of 80.00 feet;

**GOODWIN &
MARSHALL**
CIVIL ENGINEERS -- PLANNERS -- SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373
TxEng Firm # F 2944 -- TxSurv Firm # 10021700

Job No.: 10900	Scale: NONE	Sheet 1 of 6
Drafted: T.J.M.	Checked: J.S.B.	
Date Prepared: 2/1/2021		

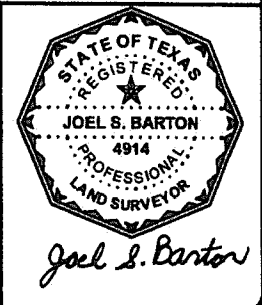


EXHIBIT A
Tract 1
Continued

Northeasterly, along said curve, having a central angle of 257 degrees 40 minutes 03 seconds, an arc distance of 359.77 feet, and a chord that bears North 80 degrees 55 minutes 51 seconds East, 124.64 feet to the beginning of a reverse curve to the left, having a radius of 50.00 feet;

Southwesterly, along said curve, having a central angle of 29 degrees 45 minutes 52 seconds, an arc distance of 25.97 feet, and a chord that bears South 14 degrees 52 minutes 56 seconds West, 25.68 feet to the end of said curve;

SOUTH, tangent to said curve, a distance of 29.57 feet;

EAST, a distance of 868.00 feet;

North 41 degrees 23 minutes 43 seconds East, a distance of 1,149.97 feet to a point in the approximate centerline of Elizabeth Creek, the northeasterly line of said The M.T. Cole Family Partnership No. 2 tract, and the southerly line of a tract of land as described in deed to Forestar (USA) Real Estate Group, Inc., recorded in 2018-27156, ORDCT;

THENCE along the approximate centerline of said Elizabeth Creek and the line common to said The M.T. Cole Family Partnership No. 2 tract and said Forestar tract, as follows:

South 38 degrees 30 minutes 47 seconds East, a distance of 125.04 feet;

North 89 degrees 37 minutes 39 seconds East, a distance of 257.30 feet;

South 38 degrees 05 minutes 49 seconds East, a distance of 346.38 feet;

South 57 degrees 05 minutes 20 seconds East, a distance of 353.97 feet;

South 65 degrees 10 minutes 10 seconds East, a distance of 161.09 feet to the most northerly corner of said Lot 1R, Block 1;

THENCE South 41 degrees 23 minutes 43 seconds West, departing said Elizabeth Creek, along the northwesterly line of said Lot 1R, Block 1, a distance of 3,209.22 feet to the POINT OF BEGINNING and containing 95.932 acres of land, more or less.

NOTES:

1. This Property Description represents an actual on the ground survey.
2. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

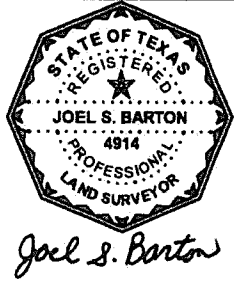
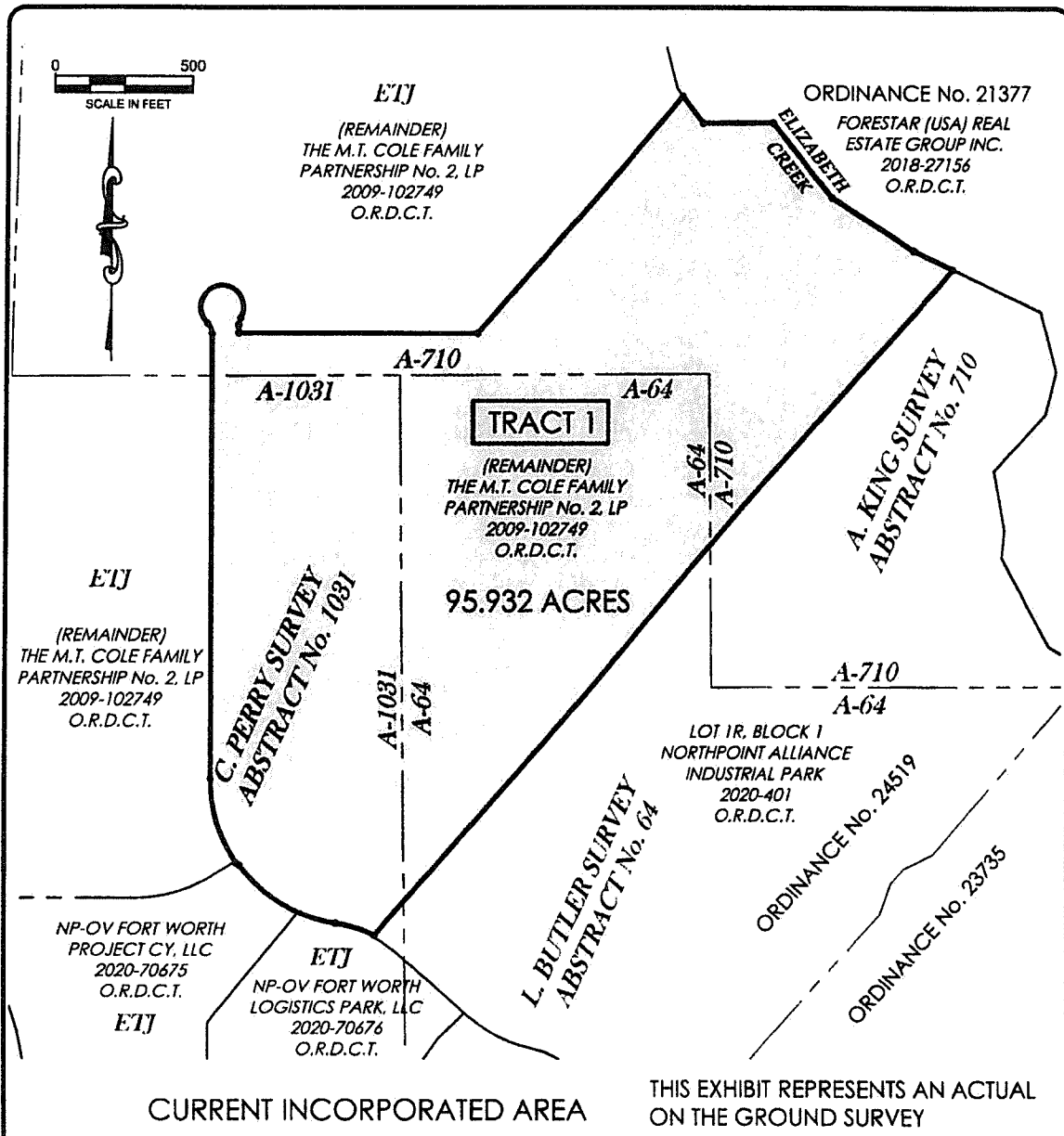
<p>GOODWIN & MARSHALL CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS</p> <p><small>2405 Mustang Drive, Grapevine, Texas 76051 (817) 329-4373 TxEng Firm # F 2044 - TxSurv Firm # 10021700</small></p>	Job No.: 10900	Scale: NONE	Sheet 2 of 6	
	Drafted: T.J.M.	Checked: J.S.B.		
	Date Prepared: 2/1/2021			

EXHIBIT A
Tract 1
Continued



CURRENT INCORPORATED AREA

THIS EXHIBIT REPRESENTS AN ACTUAL ON THE GROUND SURVEY

95.932 ACRES TO BE ANNEXED

GOODWIN AND MARSHALL
 CIVIL ENGINEERS - PLANNERS - SURVEYORS
 2405 Mustang Drive, Grapevine, Texas 76051
 (817) 329 - 4373
 TxEng Firm # F 2944 - TxSurv Firm # 10021700

Job No.: 10900	Scale: 1"=500'
Drafted: T.J.M.	Checked: J.S.B.
Date Prepared: 2/1/2021	

Sheet
3
 of
6

Joel S. Barton

**EXHIBIT A
Tract 2**

PROPERTY DESCRIPTION TRACT 2

STATE OF TEXAS:
COUNTY OF DENTON:

BEING a tract of land situated the A. Robertson Survey, Abstract No. 1553, the G. Overton Survey, Abstract No. 972, the J. Beaton Survey, Abstract No. 1708, the C. Pery Survey, Abstract No. 1031, and the L. Butler Survey, Abstract No. 64, Denton County, Texas, being a portion of a tract of land as described in deed to The M.T. Cole Family Partnership No. 2, LP, recorded in 2009-102749, Official Records, Denton County, Texas (ORDCT), being a portion of a tract of land as described in deed to The M.T. Cole Family Partnership No. 2, LP, recorded in 2019-72025, ORDCT, and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped Dunaway found in the northwesterly line of Blue Mound Road - F.M. 156 (variable width R.O.W. per 2007-110923, ORDCT) at the most southerly corner of Lot 1R, Block 1, Northpoint Alliance Industrial Park, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2020-401, ORDCT;

THENCE Southwesterly, along the northwesterly line of said Blue Mound Road and a curve to the left, having a radius of 4,683.66 feet, a central angle of 17 degrees 05 minutes 27 seconds, an arc distance of 1,397.09 feet, and a chord that bears South 32 degrees 08 minutes 46 seconds West, 1,391.92 feet to a point at a bent 5/8" rebar found at the southeast corner of said M.T. Cole tract and the northeast corner of a tract of land as described in deed to The Burlington Northern and Santa Fe Railway Company, recorded in 2005-3454, ORDCT;

THENCE North 88 degrees 55 minutes 13 seconds West, departing the northwesterly line of said Blue Mound Road, along the line common to said M.T. Cole tract and said Burlington Northern and Santa Fe Railway Company tract, distance of 2,116.51 feet to a 5/8" rebar capped Dunaway found at the southeast corner of a tract of land as described in deed to the BNSF Railway Company, recorded in 2020-14394, ORDCT;

THENCE North 00 degrees 04 minutes 32 seconds East, departing the north line of said Burlington Northern and Santa Fe Railway Company tract, along the east line of said BNSF Railway Company tract, a distance of 641.42 feet to most southerly corner of a tract of land as described in deed to NP-OV Fort Worth Logistics Park, LLC, recorded in 2020-70676, ORDCT;

THENCE departing the east line of said BSNF Railway Company tract, along the southeasterly line of said NP-OV Fort Worth Logistics Park tract, as follows:

North 35 degrees 59 minutes 44 seconds East, a distance of 2,050.69 feet;

North 46 degrees 06 minutes 48 seconds East, a distance of 137.29 feet to the most easterly corner of said NP-OV Fort Worth Logistics Park tract and a point in the southwesterly line of said Lot 1R, Block 1, Northpoint Alliance Industrial Park;

THENCE along the southwesterly line of said Lot 1R, Block 1, Northpoint Alliance Industrial Park, as follows:

South 48 degrees 28 minutes 15 seconds East, a distance of 16.05 feet to the beginning of a non-tangent curve to the left, having a radius of 500.00 feet

Southeasterly, along said curve, having a central angle of 29 degrees 33 minutes 07 seconds, an arc distance of 257.89 feet, and a chord that bears South 62 degrees 49 minutes 41 seconds East, 255.04 feet to the end of said curve;

**GOODWIN &
MARSHALL &**
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329-4373
TxEng Firm # F 2944 - TxSurv Firm # 10021700

Job No.: 10900	Scale: NONE	Sheet 4 of 6
Drafted: T.J.M.	Checked: J.S.B.	
Date Prepared: 2/1/2021		

Joel S. Barton

EXHIBIT A
Tract 2
Continued

South 73 degrees 06 minutes 46 seconds East, non-tangent to said curve, a distance of 55.84 feet to the beginning of a non-tangent curve to the right, having a radius of 500.00 feet;

Southeasterly, along said curve, having a central angle of 24 degrees 51 minutes 16 seconds, an arc distance of 216.90 feet, and a chord that bears South 56 degrees 13 minutes 18 seconds East, 215.20 feet to the end of said curve;

South 47 degrees 51 minutes 10 seconds East, non-tangent to said curve, a distance of 1,265.82 feet;

South 41 degrees 00 minutes 36 seconds East, a distance of 100.72 feet;

South 47 degrees 51 minutes 10 seconds East, a distance of 102.37 feet to the POINT OF BEGINNING and containing 101.822 acres of land.

NOTES:

1. This Property Description represents an actual on the ground survey.
2. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.


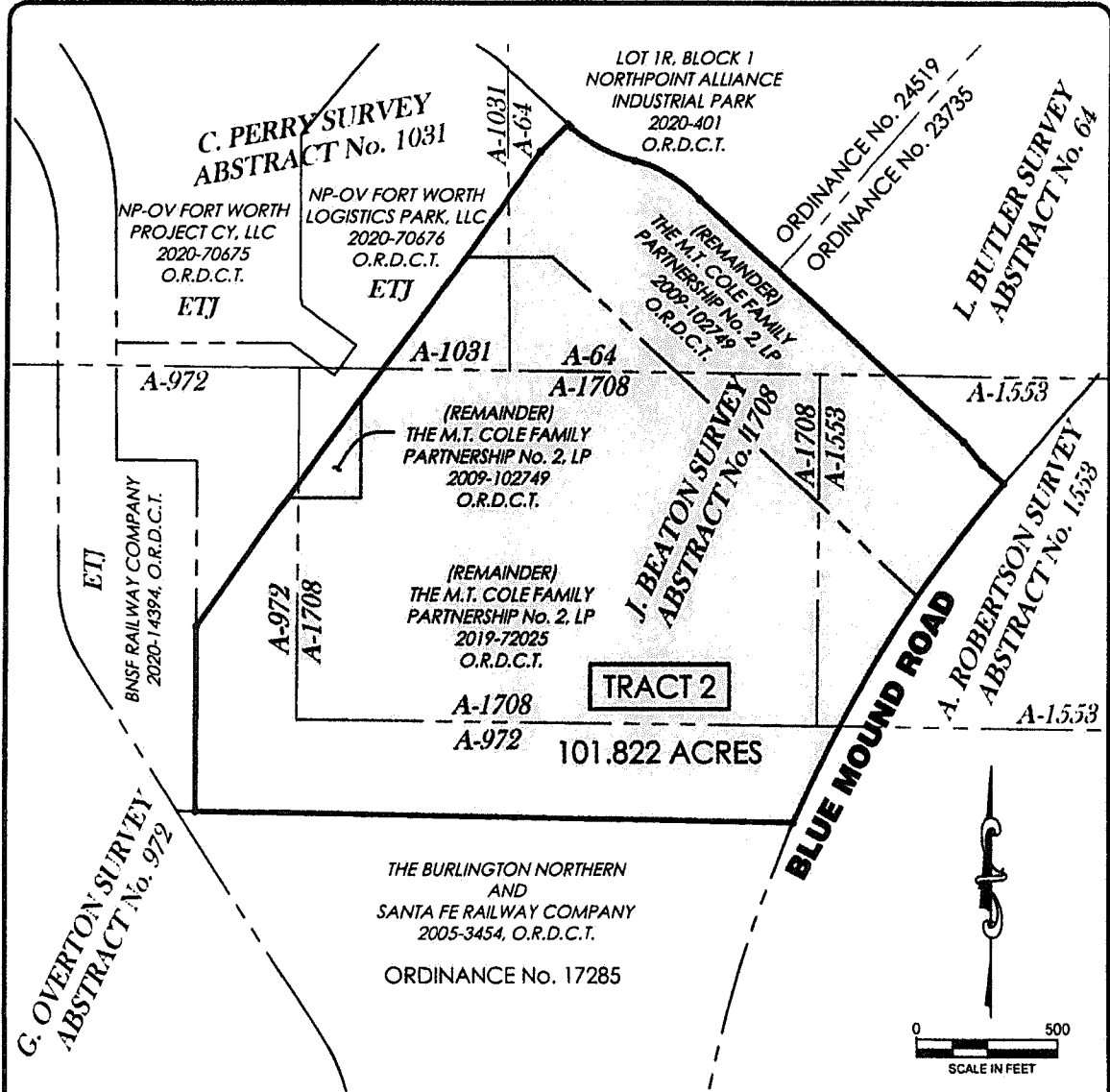
<p>GOODWIN AND MARSHALL CIVIL ENGINEERS - PLANNERS - SURVEYORS</p> <p><small>2405 Mustang Drive, Grapevine, Texas 76051 (817) 329 - 4373 TxEng Form # F 2944 - TxSurv Form # 10021700</small></p>	Job No.: 10900	Scale: NONE	Sheet 5 of 6	
	Drafted: T.J.M.	Checked: J.S.B.		
	Date Prepared: 2/1/2021			

EXHIBIT A
Tract 2
Continued



CURRENT INCORPORATED AREA

THIS EXHIBIT REPRESENTS AN ACTUAL ON THE GROUND SURVEY

101.822 ACRES TO BE ANNEXED

GOODWIN & MARSHALL
 CIVIL ENGINEERS - PLANNERS - SURVEYORS
 2405 Mustang Drive, Grapevine, Texas 76051
 (817) 329-4373
 TxEng Form # F 2844 - TxSurv Form # 10021700

Job No.: 10900	Scale: 1"=500'	Sheet
Drafted: T.J.M.	Checked: J.S.B.	6
Date Prepared: 2/1/2021		of
		6

Joel S. Barton