

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FORT WORTH, TEXAS  
AND ALEDO WC 34, 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 Aledo WC 34, 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 Parker County, Texas, which consists of approximately 34.548 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-21-007 ("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 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**

**ALEDO WC 34, LLC.**

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

By:  \_\_\_\_\_  
Name: Anson Reilly  
Title: President of Sunrise Partners, LLC  
its sole Manager

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: \_\_\_\_\_

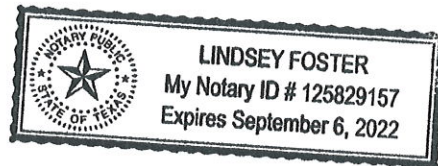
Notary Public, State of Texas

State of Texas §  
County of Dallas §

This instrument was acknowledged before me on the 24<sup>th</sup> day of August, 2022,  
by Anson Reilly, President of Sunrise Partners, LLC, its sole Manager on behalf of Aledo WC 34,  
LLC.

By: Lindsey Foster

Notary Public, State of Texas



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





**Exhibit A  
Continued**

BEING a 32.975 acre tract situated in the J.D. KYLE SURVEY, ABSTRACT No. 792, and the C. JACKSON SURVEY, ABSTRACT No. 754, Parker County, Texas, and being out of and a portion of that certain called 34.744 acre tract described in instrument to Weatherford College of the Parker County Junior College District, recorded in Volume 2583, Page 1474, of the Real Property Records of Parker County, Texas, (R.P.R.P.C.T.), said 32.975 acre tract being more particularly described as follows:

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) (Grid acreage is 32.967, surface acreage calculated using scale factor of 1.00012).

**BEGINNING** at a 8" cedar fence corner post found in the apparent west line of the M. MOULTON SURVEY, ABSTRACT No. 934, Parker County, Texas, for the apparent northeast corner of said J.D. Kyle Survey and the apparent southeast corner of said C. Jackson Survey, said post being in a west line of that certain called 7,125.3 acre tract described in instrument to Walsh Ranches Limited Partnership, recorded in Volume 1699, Page 1765, R.P.R.C.T., for the southeast corner of that certain called 257 acre tract described in instrument to Moncrief Properties LLC, recorded under Clerk's File Number 201932829, R.P.R.P.C.T., and being the northeast corner of said 34.744 acre tract and the herein described tract;

**THENCE** S 01°02'28" E, 1244.78 feet, with the apparent east line of said J.D. Kyle Survey, the apparent west line of said M. Moulton Survey, the east line of said 34.744 acre tract, a west line of said 7,125.3 acre tract, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set in the north right-of-way of Old Weatherford Road, for the southeast corner of the herein described tract, said point being in a 420.00 foot radius curve to the left;

**THENCE** with the north right-of-way of said Old Weatherford Road, the following four (4) courses and distances:

- 1) 209.37 feet southwesterly, with said 420.00 foot radius curve to the left, having a chord bearing an distance of S 76°03'20" W, 207.21 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for the end of said curve;
- 2) S 61°46'30" W, 243.26 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for the beginning of a 480.00 foot radius curve to the right;
- 3) 231.08 feet southwesterly, with said 480.00 foot radius curve to the right, having a chord bearing and distance of S 75°34'00" W, 228.86 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set for the end of said curve;
- 4) S 89°21'30" W, 312.51 feet, to a 1/2" iron rod with cap stamped "Texas Surveying, Inc." set in the southerly west line of said 34.744 acre tract, the easterly line of that certain called 2.00 acre tract described in instrument to Aledo ISD, recorded in Volume 2682, Page 958, R.P.R.P.C.T., for the southerly southwest corner of the herein described tract;



**THENCE** N 00°17'54" W, with the southerly west line of said 34.744 acre tract, the east line of said 2.00 acre tract, at 9.50 feet pass a 3/8" iron rod found for reference, in all a total distance of 369.33 feet, to a 3/8" iron rod found for the northeast corner of said 2.00 acre tract, being an interior corner of said 34.744 acre tract and the herein described tract;

**THENCE** S 89°41'26" West, 209.00 feet, with the north line of said 2.00 acre tract, to a 5/8" iron rod found for the northwest corner of said 2.00 acre tract, being the northeast corner of that certain called 2.00 acre tract described in instrument to Regina Grammer, recorded in Volume 2438, Page 899, R.P.R.P.C.T., being the southeast corner of that certain called 136.237 acre tract described in instrument to Aledo ISD, recorded in Volume 2583, Page 1480, R.P.R.P.C.T., and being the westerly southwest corner of said 34.744 acre tract and the herein described tract;

**THENCE** N 10°46'16" E, 1,186.97 feet, with the west line of said 34.744 acre tract, the east line of said 136.237 acre tract, to a point in the centerline of Little Mary's Creek, being the south line of said 257 acre tract, for the northeast corner of said 136.237 acre tract, being the northwest corner of said 34.744 acre tract and the herein described tract;

**THENCE** with the centerline of Little Mary's Creek, the north line of said 34.744 acre tract, the south line of said 257 acre tract, the five (5) following courses and distances:

- 1) S 83°32'06" E, 28.65 feet, to a point for corner;
- 2) S 87°56'34" E, 73.26 feet, to a point for corner;
- 3) S 82°41'19" E, 62.29 feet, to a point for corner;
- 4) S 71°32'03" E, 76.16 feet, to a point for corner;
- 5) S 50°04'27" E, 55.76 feet, to a point for corner;

**THENCE** N 89°08'31" E, 637.64 feet, with the north line of said 34.744 acre tract, the south line of said 257 acre tract, to the **POINT OF BEGINNING**, and containing 32.975 acres, more or less.

**AND**

BEING a 0.915 acre tract situated in the J.D. KYLE SURVEY, ABSTRACT No. 792, Parker County, Texas, and being out of and a portion of that certain called 34.548 acre tract described in instrument to Aledo WC 34, LLC, recorded under Clerk's File Number 202148423, of the Real Property Records of Parker County, Texas, (R.P.R.P.C.T.), said 0.915 acre tract being more particularly described as follows:

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 acreage is 0.915, surface acreage calculated using scale factor of 1.00012).

**BEGINNING** at a Set 1/2" Capped Iron Rod in the west line of said 34.548 acre tract, for the southwest corner of the herein described tract, from which a 3/8" iron rod found for the southwest corner of said 34.548 acre tract bears S 00°17'54" E, 7.28 feet;

**THENCE** N 00°17'54" W, 40.00 feet, with the west line of said 34.548 acre tract, to a Set 1/2" Capped Iron Rod for the northwest corner of the herein described tract, from which a 3/8" iron rod found for reference bears N 00°17'54" W, 9.50 feet;

**THENCE** over and across said 34.548 acre tract, the following:

- 1) N 89°21'30" E, 312.51 feet, to a Set 1/2" Capped Iron Rod for the beginning of a 480.00 foot radius curve to the left;
- 2) 231.08 feet northeasterly, with said 480.00 foot radius curve to the left, having a chord bearing and distance of N 75°34'00" E, 228.86 feet, to a Set 1/2" Capped Iron Rod for the point of tangency of said curve;
- 3) N 61°46'30" E, 243.26 feet, to a Set 1/2" Capped Iron Rod for the beginning of a 420.00 foot radius curve to the right;
- 4) 209.37 feet northeasterly, with said 420.00 foot radius curve to the right, having a chord bearing and distance of N 76°03'20" E, 207.21 feet, to a Set 1/2" Capped Iron Rod in the east line of said 34.548 acre tract, for the northeast corner of the herein described tract;

**THENCE** S 01°02'28" E, 40.01 feet, with the east line of said 34.548 acre tract, to a 1" iron pipe found at the base of a tree, for the southeast corner of said 34.548 acre tract and the herein described tract, said point being in a 380.00 foot radius curve to the left;

**THENCE** over and across said 34.548 acre tract, the following:

- 1) 190.39 feet southwesterly, with said 380.00 foot radius curve to the left, having a chord bearing and distance of S 76°07'42" W, 188.40 feet, to a Set Railroad Spike for the point of tangency of said curve;
- 2) S 61°46'30" W, 243.26 feet, to a Set 1/2" Capped Iron Rod for the beginning of a 520.00 foot radius curve to the right;
- 3) 250.34 feet southwesterly, with said 520.00 foot radius curve to the right, having a chord bearing and distance of S 75°34'00" W, 247.93 feet, to a Set 1/2" Capped Iron Rod for the point of tangency of said curve;

**THENCE** S 89°21'30" W, 312.75 feet, to the **POINT OF BEGINNING**, and containing 0.915 acres, more or less.