

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

ROCKBROOK I20 TIC LLC; MHRE I20 TIC LLC; MAPLE I20 TIC LLC; TM BAIRD I20 TIC LLC; TRES M I20 TIC LLC; P6 FAMILY I20 TIC LLC; MGM I20 TIC LLC; BAIRD I20 TIC LLC; PINCOFFS I20 TIC LLC; AND PMB I20 LAND GP 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 Rockbrook I20 TIC LLC, a Texas limited liability company; MHRE I20 TIC LLC, a Texas limited liability company; Maple I20 TIC LLC, a Texas limited liability company; TM Baird I20 TIC LLC, a Texas limited liability company; Tres M I20 TIC LLC, a Texas limited liability company; P6 Family I20 TIC LLC, a Texas limited liability company; MGM I20 TIC LLC, a Texas limited liability company; Baird I20 TIC LLC, a Texas limited liability company; Pincoffs I20 TIC LLC, a Texas limited liability company; and PMB I20 Land GP LLC, a Texas limited liability company (collectively, "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 186.090 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-24-017 ("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: _____

Title: _____

Approved as to Form and Legality:

Name: Melinda Ramos

Deputy City Attorney

Attest:

City Secretary

Approvals:

M&C: _____

Ordinance No. _____

Name: Derek Hull

Contract Compliance Manager

State of Texas §
County of Tarrant §


 This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, _____ of the City of Fort Worth, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

ROCKBROOK I20 TIC LLC,
a Texas limited liability company

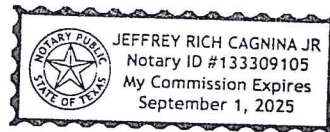
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 26th day of February, 2025, by
K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the
Manager of Rockbrook I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: 
Notary Public, State of Texas




MHRE I20 TIC LLC,
a Texas limited liability company

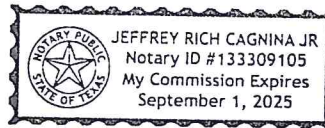
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §


This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the Manager of MHRE I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: 
Notary Public, State of Texas




MAPLE I20 TIC LLC,
a Texas limited liability company

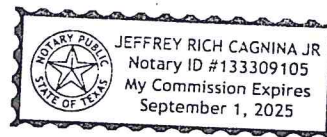
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the Manager of Maple I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: 
Notary Public, State of Texas



TM BAIRD I20 TIC LLC,
a Texas limited liability company

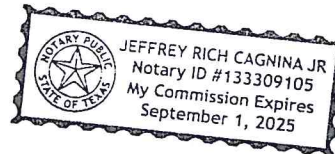
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: KTB
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §


This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the Manager of TM Baird I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: [Signature]
Notary Public, State of Texas



TRES M I20 TIC LLC,
a Texas limited liability company

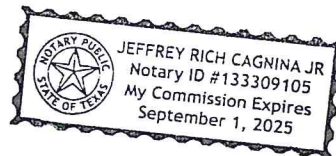
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §


This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the Manager of Tres M I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: 
Notary Public, State of Texas




P6 FAMILY I20 TIC LLC,
a Texas limited liability company

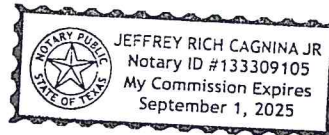
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §


This instrument was acknowledged before me on the 26th day of February, 2025, by
K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the
Manager of P6 Family I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: 
Notary Public, State of Texas




MGM I20 TIC LLC,
a Texas limited liability company

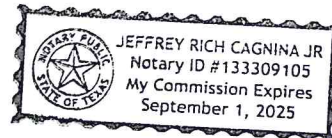
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §

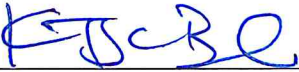
This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the Manager of MGM I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: 
Notary Public, State of Texas



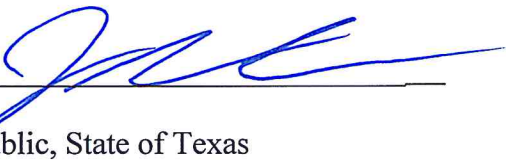
BAIRD I20 TIC LLC,
a Texas limited liability company

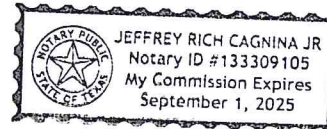
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Title: Manager

State of Texas §
County of Dallas §

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By: 
Notary Public, State of Texas



PINCOFFS I20 TIC LLC,
a Texas limited liability company

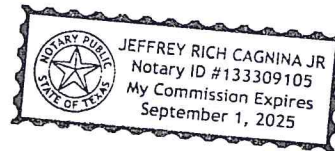
By: PMB I20 TIC Manager LLC,
a Texas limited liability company,
its Manager

By: KTB
Name: K. Taylor Baird
Title: Manager


State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 TIC Manager LLC, a Texas limited liability company, the Manager of Pincoffs I20 TIC LLC, a Texas limited liability company, on behalf of said entities.

By: [Signature]
Notary Public, State of Texas




PMB I20 LAND GP LLC,
a Texas limited liability company

By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 26th day of February, 2025, by K. Taylor Baird, as Manager of PMB I20 Land GP LLC, a Texas limited liability company, on behalf of said entity.

By: 
Notary Public, State of Texas

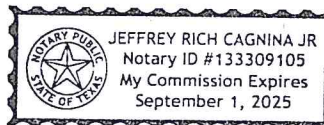


EXHIBIT A

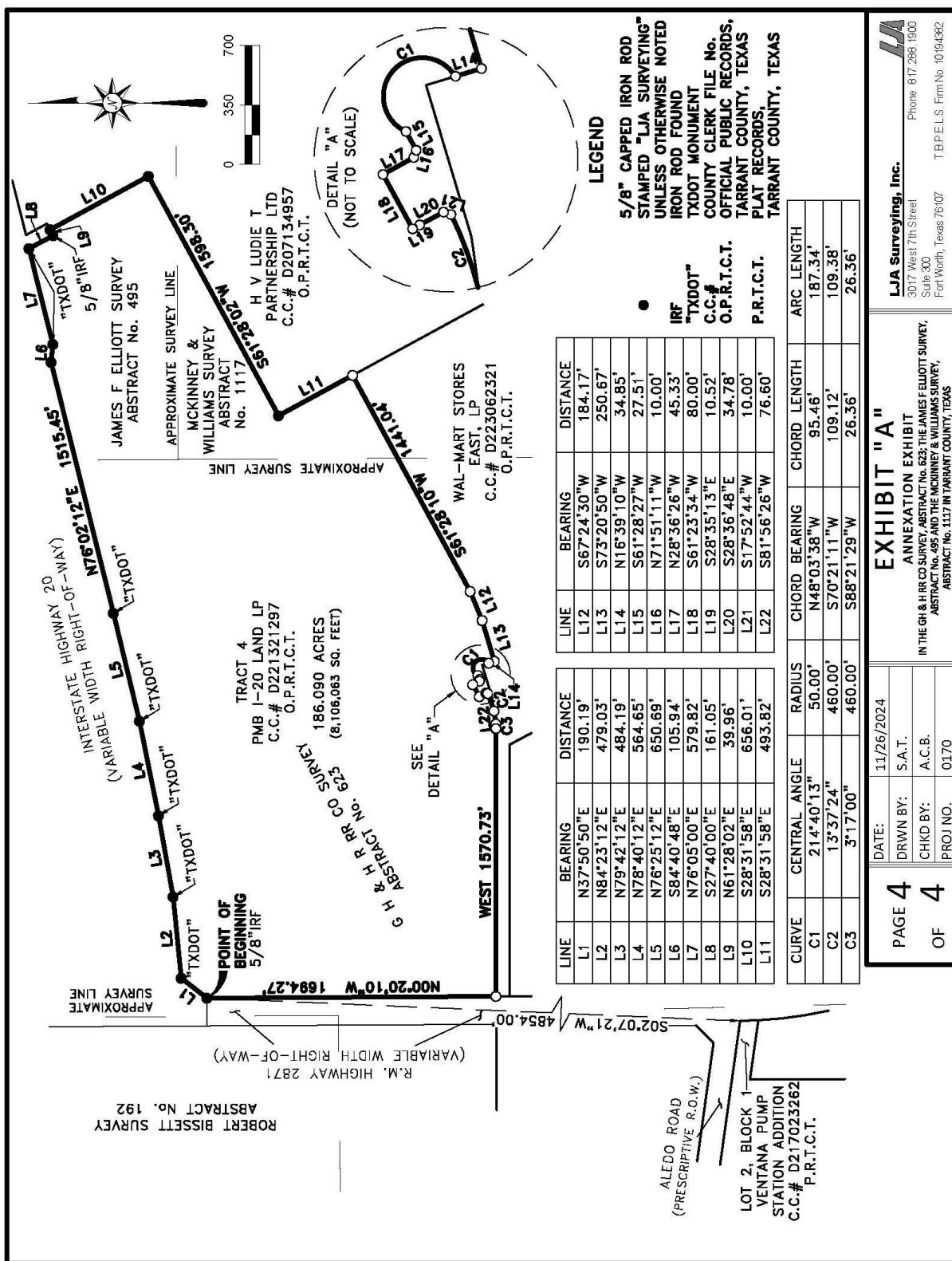


EXHIBIT A

Continued

METES AND BOUNDS DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE G H & H RR CO SURVEY, ABSTRACT NO. 623, THE JAMES F. ELLIOTT SURVEY, ABSTRACT NO. 495, AND THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 1117, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF A TRACT OF LAND DESCRIBED AS TRACT 4 TO PMB I-20 LAND LP BY DEED RECORDED IN COUNTY CLERK FILE NO. D221321297 OF THE OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND (HEREINAFTER REFERRED TO AS A "CAPPED IRON ROD FOUND") ON THE EAST RIGHT-OF-WAY LINE OF R.M. HIGHWAY NO. 2871 (A VARIABLE WIDTH RIGHT-OF-WAY) FOR THE WESTERNMOST NORTHWEST CORNER OF SAID PMB I-20 LAND TRACT, FROM WHICH THE NORTHEAST CORNER OF LOT 2, BLOCK 1, VENTANA PUMP STATION ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS AS SHOWN BY PLAT RECORDED IN COUNTY CLERK FILE NO. D21703262, PLAT RECORDS OF TARRANT COUNTY, TEXAS BEARS SOUTH 02°07'21" WEST, A DISTANCE OF 4854.00 FEET;

THENCE NORTH 37°50'50" EAST, WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 190.19 FEET TO A TXDOT MONUMENT FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 20 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 84°23'12" EAST, A DISTANCE OF 479.03 FEET TO A TXDOT MONUMENT FOUND;

NORTH 79°42'12" EAST, A DISTANCE OF 484.19 FEET TO A TXDOT MONUMENT FOUND;

NORTH 78°40'12" EAST, A DISTANCE OF 564.65 FEET TO A TXDOT MONUMENT FOUND;

NORTH 76°25'12" EAST, A DISTANCE OF 650.69 FEET TO A TXDOT MONUMENT FOUND;

NORTH 76°02'12" EAST, A DISTANCE OF 1515.45 FEET TO A CAPPED IRON ROD FOUND;

SOUTH 84°40'48" EAST, A DISTANCE OF 105.94 FEET TO A TXDOT MONUMENT FOUND;

NORTH 76°05'00" EAST, A DISTANCE OF 579.82 FEET TO A TXDOT MONUMENT FOUND;

SOUTH 27°40'00" EAST, A DISTANCE OF 161.05 FEET TO A 5/8-INCH IRON ROD FOUND;

NORTH 61°28'02" EAST, A DISTANCE OF 39.96 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTH COMMON CORNER OF SAID PMB I-20 LAND TRACT AND A TRACT OF LAND DESCRIBED TO H V LUDIE PARTNERSHIP LTD BY DEED RECORDED IN COUNTY CLERK FILE NO. D207134957 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE WITH THE COMMON LINE OF SAID PMB I-20 LAND TRACT AND SAID H V LUDIE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 28°31'58" EAST, A DISTANCE OF 656.01 FEET TO A CAPPED IRON ROD FOUND;

SOUTH 61°28'02" WEST, A DISTANCE OF 1598.30 FEET TO A CAPPED IRON ROD FOUND;

SOUTH 28°31'58" EAST, A DISTANCE OF 184.17 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO WAL-MART STORES EAST, LP BY DEED RECORDED IN COUNTY CLERK FILE NO. D223062321 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE WITH THE NORTHERLY LINE OF SAID WAL-MART STORES EAST TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 61°28'10" WEST, A DISTANCE OF 1441.04 FEET;

EXHIBIT A

Continued

METES AND BOUNDS DESCRIPTION

SOUTH 67°24'30" WEST, A DISTANCE OF 184.17 FEET;

SOUTH 73°20'50" WEST, A DISTANCE OF 250.67 FEET;

NORTH 16°39'10" WEST, A DISTANCE OF 34.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD THAT BEARS

NORTH 48°03'38" WEST, 95.46 FEET;

THENCE OVER AND ACROSS SAID PMB I-20 LAND TRACT, THE FOLLOWING COURSES AND DISTANCES:

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 214°40'13", AN ARC-DISTANCE OF 187.34 FEET;

SOUTH 61°28'27" WEST, A DISTANCE OF 27.51 FEET;

NORTH 71°51'11" WEST, A DISTANCE OF 10.00 FEET;

NORTH 28°36'26" WEST, A DISTANCE OF 45.33 FEET;

SOUTH 61°23'24" WEST, A DISTANCE OF 80.00 FEET;

SOUTH 28°35'13" EAST, A DISTANCE OF 10.52 FEET;

SOUTH 28°36'48" EAST, A DISTANCE OF 34.78 FEET;

SOUTH 17°52'44" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET AND A CHORD THAT BEARS

SOUTH 70°21'11" WEST, 109.12 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°37'24", AN ARC-DISTANCE OF 109.38 FEET TO THE SOUTH LINE OF SAID PMB I-20 LAND TRACT;

THENCE SOUTH 81°56'26" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 76.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET AND A CHORD THAT BEARS SOUTH 88°21'29" WEST, 26.36 FEET;

THENCE WITH SAID CURVE TO THE RIGHT, OVER AND ACROSS SAID PMB I-20 LAND TRACT, THROUGH A CENTRAL ANGLE OF 3°17'00", AN ARC-DISTANCE OF 26.36 FEET;

THENCE WEST, CONTINUING OVER AND ACROSS SAID PMB I-20 LAND TRACT, A DISTANCE OF 1570.73 FEET TO THE WEST LINE OF SAME TRACT;

EXHIBIT A Continued

METES AND BOUNDS DESCRIPTION

THENCE NORTH 00°20'10" WEST, WITH SAID WEST LINE, A DISTANCE OF 1694.27 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 186.090 ACRES (8,106,063 SQ. FEET) OF LAND, SAVE AND EXCEPT ANY PORTION OF THE HEREIN DESCRIBED TRACT LYING WITHIN THE EXISTING CITY LIMITS OF THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS.

BASIS OF BEARING IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 (2011) EPOCH 2010, AS DETERMINED BY GPS OBSERVATIONS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, 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 WHICH IT WAS PREPARED.



Aaron C. Brown, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6702
LJA Surveying, Inc.
3017 West 7th Street, Suite 300
Fort Worth, Texas 76107
817-288-1900
TBPELS Firm No. 10194382

November 26, 2024

