

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF FORT WORTH, TEXAS**  
**AND TTP 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 TTP 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 Tarrant County, Texas, which consists of approximately 134.12 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-22-008 ("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.** 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**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant City Manager

**TTP PARTNERSHIP, OWNER**

By: 

Name: Kevin Young

Title: DIRECTOR

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 TARRANT §

This instrument was acknowledged before me on the 31 day of JULY, 2023,  
by Kevin Young, on behalf of TTP Partnership.

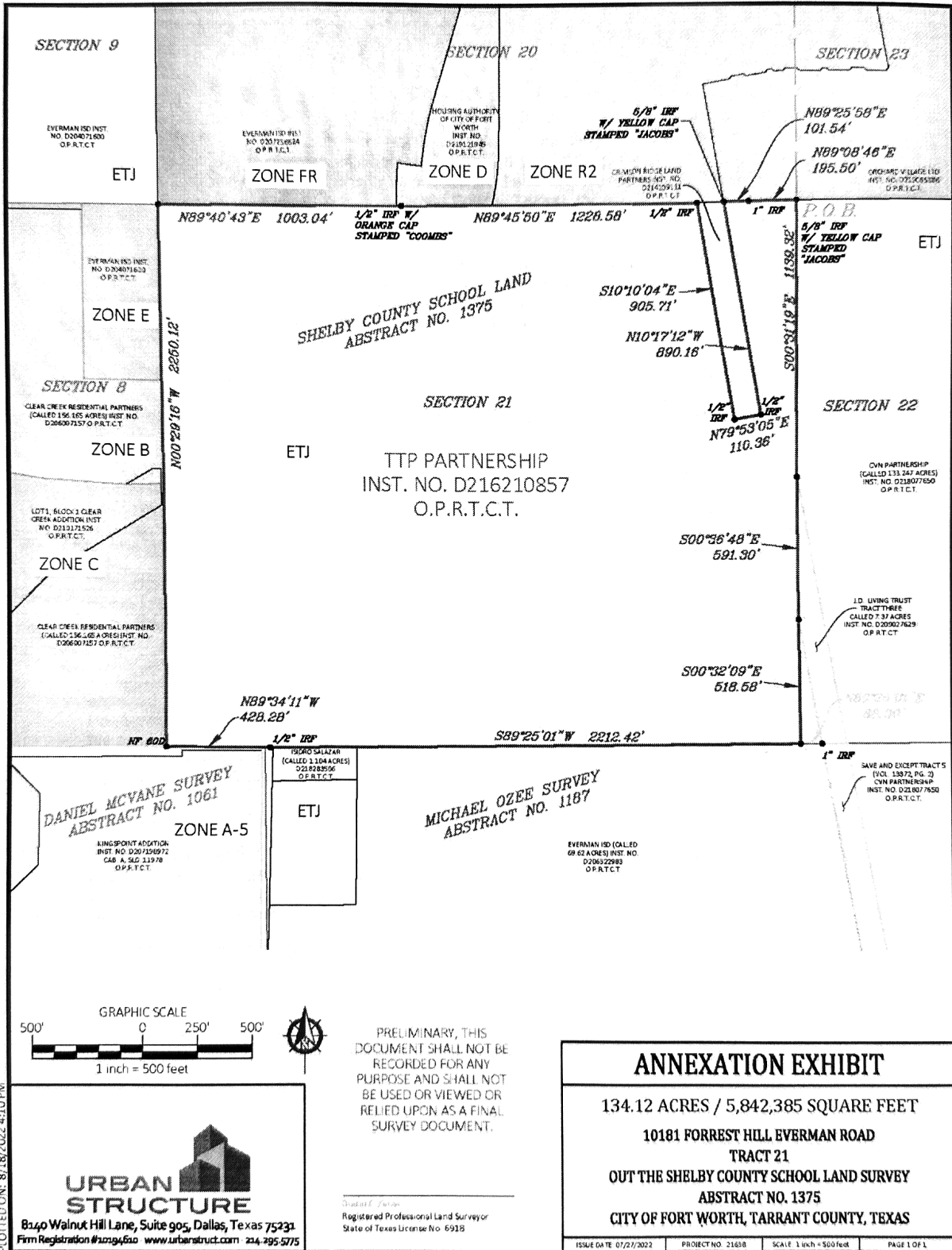
By: Eluvia Diaz

Notary Public, State of Texas



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

# EXHIBIT A



LAST MODIFIED ON: 7/27/2022 4:31 PM  
PLOTTED ON: 8/18/2022 4:10 PM

# Exhibit A Continued

## ANNEXATION SURVEY FIELD NOTE DESCRIPTION

**134.12 Acres or 5,842,385 Square Feet**

Recorded in Instrument Number D216210857, O.P.R.T.C.T.  
Out of Block 21, Shelby County School Land Survey, Abstract No. 1375  
Tarrant County, Texas

**BEING a 134.12 acres or 5,842,385 square feet tract of land situated in Section 21 of the Shelby County School Land Survey, Abstract Number 1375, Tarrant County, Texas; said tract being a portion of that certain tract of land described in Warranty Deed to TTP Partnership recorded in Instrument Number D216210857, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.); said tract being more particularly described as follows:**

**BEGINNING (P.O.B.)** at a 5/8-inch iron rod with yellow plastic cap stamped "JACOBS" found for the northeast corner of said TTP Partnership tract, same also being the northwest corner of that certain tract of land described in Special Warranty Deed to CVN Partnership recorded in Instrument Number D218077650, O.P.R.T.C.T.;

**THENCE** South 00 degrees 31 minutes 19 seconds East, with the common line of said TTP Partnership tract and the west line of said CVN Partnership Tract, a distance of 1,139.32 feet to the north corner of that certain tract of land described in General Warranty Deed to J.D. Smith Living Trust, recorded in Instrument Number D209027629, O.P.R.T.C.T., said corner being the same north corner of a Save And Except tract of said CVN Partnership tract, as recorded in Volume 13372, Page 2, O.P.R.T.C.T.;

**THENCE** South 00 degrees 36 minutes 48 seconds East, departing the common line of said TTP Partnership tract and said CVN tract, with the common line of said TTP Partnership tract and said J.D. Smith tract, a distance of 591.30 feet to a southerly north corner of said J.D. Smith tract;

**THENCE** South 00 degrees 32 minutes 09 seconds East, departing the common line of said TTP Partnership tract and said J.D. Smith tract, with the common line of said TTP Partnership tract and aforesaid CVN Partnership tract, a distance of 518.58 feet to the southeast corner of said TTP Partnership tract, same being the southwest corner of said CVN Partnership tract, same also being in the north line of that certain tract of land described in Warranty Deed to Everman ISD, recorded in Instrument Number D206322983, O.P.R.T.C.T.; from which a 1-inch iron rod found for witness bears North 89 degrees 25 minutes 01 seconds East, a distance of 88.00 feet;

**THENCE** South 89 degrees 25 minutes 01 seconds West, departing the common line of said TTP Partnership tract and said CVN Partnership tract, with the common line of said TTP Partnership tract and said Everman ISD Tract, passing at a distance of 1850.76 feet, the northwest corner of said Everman ISD tract, same being the northeast corner of that certain tract of land described in General Warranty Deed to Isidro Salazar, recorded in Instrument Number D218283506, O.P.R.T.C.T., continuing in all a distance of 2,212.42 feet to a 1/2-inch iron rod found;

**THENCE** North 89 degrees 34 minutes 11 seconds West, continuing with the said line of TTP Partnership Tract, a total distance of 428.28 feet to a 60D Nail found for the southwest corner of said TTP Partnership Tract and aforesaid Section 21;

**THENCE** North 00 degrees 29 minutes 16 seconds West, along the ostensible centerline of South Race Street, a distance of 2,250.12 feet to the northwest corner of said TTP Partnership tract;





# Exhibit A Continued

## ANNEXATION SURVEY FIELD NOTE DESCRIPTION

**134.12 Acres or 5,842,385 Square Feet**

Recorded in Instrument Number D216210857, O.P.R.T.C.T.  
Out of Block 21, Shelby County School Land Survey, Abstract No. 1375  
Tarrant County, Texas

**THENCE** North 89 degrees 40 minutes 43 seconds East, departing said Race Street, with the common line of said TTP Partnership tract and that certain tract of land described in Special Warranty Deed to Everman ISD, recorded in Instrument Number D207236624, O.P.R.T.C.T., passing at a distance of 983.90 feet, the southeast corner of said Everman ISD tract, same being a southwesterly corner of that certain tract of land described in Special Warranty Deed to Housing Authority of City of Fort Worth, recorded in Instrument Number D219121945 O.P.R.T.C.T.; continuing in all a distance of 1003.04 feet to a 1/2-inch iron rod found with orange plastic cap stamped "COOMBS";

**THENCE** North 89 degrees 45 minutes 50 seconds East, continuing with the common line of said TTP Partnership tract and said Housing Authority tract; passing at a distance of 377.53 feet, the southeast corner of said Housing Authority tract, same being a southwesterly corner of that certain tract of land as described in General Warranty Deed to Crimson Ridge Land Partners LLC, recorded in Instrument Number D214109111, O.P.R.T.C.T.; continuing in all a distance of 1228.58 feet to a 1/2-inch iron rod found for an ell corner of said Crimson Ridge tract;

**THENCE** with the common line of said TTP Partnership tract and said Crimson Ridge Tract, the following bearings and distances:

South 10 degrees 10 minutes 04 seconds East, a distance of 905.71 feet to a 1/2-inch iron rod found;

North 79 degrees 53 minutes 05 seconds East, a distance of 110.36 feet to a 1/2-inch iron rod found;

North 10 degrees 17 minutes 12 seconds West, a distance of 890.16 feet, to a 5/8-inch iron rod with yellow plastic cap stamped "JACOBS" found for the common corner of said TTP Partnership tract, said Crimson Ridge tract, and that certain tract of land described in Special Warranty Deed to Orchard Village LTD recorded in Instrument Number D219065386, O.P.R.T.C.T.;

**THENCE** North 89 degrees 25 minutes 58 seconds East, departing the common line of said TTP Partnership tract and said Crimson Ridge tract, with the common line of said TTP Partnership tract and said Orchard Village Tract, a distance of 101.54 feet to a 1-inch iron rod found;



# Exhibit A Continued

## ANNEXATION SURVEY

### FIELD NOTE DESCRIPTION

**134.12 Acres or 5,842,385 Square Feet**

Recorded in Instrument Number D216210857, O.P.R.T.C.T.  
Out of Block 21, Shelby County School Land Survey, Abstract No. 1375  
Tarrant County, Texas

**THENCE** North 89 degrees 08 minutes 46 seconds East, continuing with the common line of said TTP Partnership tract and said Orchard Village Tract, a distance of 195.50 feet to the **POINT OF BEGINNING** and containing 134.12 acres or 5,842,385 square feet of land more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), NAD83 (2011).

This document was prepared under 22 Texas Administrative Code §138.95, 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.

This metes and bounds description is accompanied by an exhibit of even date.

### PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

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Dustin C. Kaiser	Date
Registered Professional Land Surveyor No. 6918	
Urban Structure + Survey, PLLC	
TBPELS Firm No. 10194610	



8140 Walnut Hill Lane, Suite 905  
Dallas, Texas 75231

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Print Date: August 17, 2022