MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF FORT WORTH, TEXAS

AND ANNETTA INVESTMENTS, LP, GYF INVESTMENTS, LLLP, BOA SORTE LIMITED PARTNERSHIP, LS TYLER INVESTMENTS, LLLP, RIO CLARO, INC.,TK COWLEY INVESTMENTS, LLLP, SPG-HARVARD III, LLLP, THE COWLEY FAMILY FOUNDATION, SMT INVESTORS LIMITED PARTNERSHIP, CFG-ZAHARIS, LLLP, CFG- BROADWAY & ROOKS, LLLP, ALLEN-COWLEY LIVING TRUST, CFG-BROWN I, LLLP, AND CFG-WHITEMAN I, LLLP.

This Municipal Services Agreement ("Agreement") is entered into on ______ day of ______, 2019 by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and the following owners (collectively, "Owner"): 1) Annetta Investments, LP; 2) GYF Investments, LLLP; 3) Boa Sorte Limited Partnership; 4) LS Tyler Investments, LLLP; 5) Rio Claro, Inc.; 6) TK Cowley Investments, LLLP; 7) SPG-Harvard III, LLLP; 8) The Cowley Family Foundation; 9) SMT Investors Limited Partnership; 10) CFG-Zaharis, LLLP; 11) CFG- Broadway & Rooks, LLLP; 12) Allen-Cowley Living Trust; 13) CFG-Brown I, LLLP; and 14) CFG-Whiteman I, LLLP.

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 Tarrant County, Texas, which consists of approximately 407.8606 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. _____ ("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. <u>Fire</u> The City's Fire Department will provide emergency and fire protection services.
 - ii. <u>Police</u> The City's Police Department will provide protection and law enforcement services.
 - iii. <u>Emergency Medical Services</u> The City's Fire Department and MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
 - iv. <u>Planning and Zoning</u> 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. <u>Stormwater Utility Services</u> 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. <u>Solid Waste Services</u> The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- xi. <u>Code Compliance</u> The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
- xii. <u>Full Municipal Services</u> 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:	a nager					
Approved as to Form and	Legality	:				
Senior Assistant City Atto	orney					
Attest:						
Mary Kayser City Secretary						
Approvals: M&C Ordinance No		<u> </u>				
State of Texas County of Tarrant	§ §					
This instrument wa by Jesus "Jay" Chapa, Ass corporation, on behalf of s	s acknow istant Cit aid corpo	vledged bet y Manager oration.	fore me on t of the City	he day of Fort Worth	of n, a Texas m	, 20, unicipal
By:Notary Public, Stat	e of Texa	ns				

Michael T. Cowley and F. Lee Allen and their successors in trust, Trustees of the Allen-Cowley Living Trust dated December 19, 2007

Michael T. Cowley, Trustee

F. Lee Allen, Trustee

State of Acicopa &

This instrument was acknowledged before me on the 21 day of 5, 2017, by Michael T. Cowley, Trustee of the Allen-Cowley Living Trust dated December 19, 2007, on behalf of said Trust.

By: Notary Public

Notary Public

RORY BLAKEMORE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 16, 2021

State of Arizona & County of Maricopa &

This instrument was acknowledged before me on the Allen-Cowley Living Trust dated December 19, 2007, on behalf of said Trust.

By: Notary Public

TK Cowley Investments, LLLP,

an Arizona limited liability limited partnership

By:

Monson Cowley, General Partner

State of Accordance County of Maricepa

§ 8

This instrument was acknowledged before me on the <u>att</u> day of <u>sentence</u>, 201, by Monson Cowley, as General Partner of TK Cowley Investments, LLLP, an Arizona limited liability limited partnership, on behalf of said limited liability limited partnership.

Ву:

Notary Public

LS Tyler Investments, LLLP,

an Arizona limited liability limited partnership

Suzette C. Tyler, General Partner

State of Acizona
County of Maricopa

This instrument was acknowledged before me on the 24th day of 50th, by Suzette C. Tyler, General Partner of LS Tyler Investments, LLLP, an Arizona limited liability limited partnership, on behalf of said limited liability limited partnership.

Notary Public

PROPERTY OWNER:	
The Cowley Family Foundation	
n Vi Cam	
Michael T. Cowley, Director	
State of Actions	8
County of Hack con	8

This instrument was acknowledged before me on the 24 day of 501, by Michael T. Cowley, Director of The Cowley Family Foundation on behalf of said foundation.

By: Notary Public

GYF Investments, LLLP

an Arizona limited liability limited partnership

By: CCT Investors, LLC, an Arizona limited liability company

Its: General Partner

By: Cowley Companies, Inc., an Arizona corporation

Its:

Manager

By: Michael T. Cowley, President

State of Arizona State of Maricona State of Maricona State of Maricona State of State of State of Maricona State of Stat

This instrument was acknowledged before me on the Athan day of Ady of Michael T. Cowley, in his capacity as President of Cowley Companies, Inc., an Arizona corporation, acting in its capacity as Manager of CCT Investors, LLC, an Arizona limited liability company, on behalf of the General Partner of GYF Investments, LLLP, an Arizona limited liability limited partnership, on behalf of said limited liability limited partnership.

By: Netowy Public

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Annetta Investments, LP

a Texas limited partnership

By:

Lemonade Springs, LLC, an Arizona limited liability company

Its:

General Partner

By:

Drew Johnson, Manager

State of Jexas
County of Tarr

This instrument was acknowledged before me on the Drew Johnson, in his capacity as Manager of Lemonade Springs, LLC, an Arizona limited liability company, as General Partner of Annetta Investments, LP, a Texas limited partnership, on behalf of said limited partnership.

LISA M. GILSON Notary Public, State of Texas Comm. Expires 02-09-2020

Notary ID 124637376

Boa Sorte Limited Partnership

an Arizona limited partnership

By:

Boa Sorte, LLC, an Arizona limited liability company

Its:

General Partner

Patrick Cardon, Manager

State of Acizona §
County of Macisopa §

This instrument was acknowledged before me on the 24th day of September, 20/9, by Patrick Cardon, Manager of Boa Sorte, LLC, an Arizona limited liability company, General Partner of Boa Sorte Limited Partnership, an Arizona limited partnership, on behalf of said limited partnership.

By: Jonath Bjod Notary Public

JONATHAN BJORK Expires August 05, 2023 PROPERTY OWNER: Rio Claro, Inc.,

an Arizona corporation

By:

Patrick Cardon, President

State of Arizona
County of Maricopa

§ 8

This instrument was acknowledged before me on the <u>24h</u> day of <u>September</u>, 20<u>17</u>, by Patrick Cardon, President of Rio Claro, Inc., an Arizona corporation, on behalf of said corporation.

By: Notary Public

JONATHAN BJORK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 568809
Expires August 05, 2023

CFG-BROADWAY & ROOKS, LLLP,

an Arizona limited liability limited partnership

By: Capital Formation Group, LLLP,

an Arizona limited liability limited partnership

Its: General Partner

> By: Capital Formation Group, L.L.C.,

> > an Arizona limited liability company

General Partner Its:

> By: Emerson Investments, L.L.C.,

> > an Arizona limited liability company

Its: Member

Michael T. Cowley, Member

State of Acize County of Maricopa

This instrument was acknowledged before me on the 24th day of 50th, by Michael T. Cowley, a Member of Emerson Investments, L.L.C., an Arizona limited liability company, in its capacity as a member of Capital Formation Group, L.L.C., an Arizona limited liability company, as General Partner of Capital Formation Group, LLLP, an Arizona limited liability limited partnership, as General Partner of CFG-BROADWAY & ROOKS, LLLP, an Arizona limited liability limited partnership, on behalf of said limited liability limited partnership.

Notary Public

CFG-Zaharis, LLLP,

an Arizona limited liability limited partnership

By: Capital Formation Group, LLLP,

an Arizona limited liability limited partnership

Its: General Partner

> Capital Formation Group, L.L.C., By:

> > an Arizona limited liability company

General Partner Its:

> Emerson Investments, L.L.C., By:

> > an Arizona limited liability company

Its: Member

Michael T. Cowley, Member

State of Acizona County of Maricopa

This instrument was acknowledged before me on the day of specific of the day of the day of specific of the day of specific of the day of specific of the day of the Michael T. Cowley, a Member of Emerson Investments, L.L.C., an Arizona limited liability company, as a member of Capital Formation Group, L.L.C., an Arizona limited liability company, in its capacity as General Partner of Capital Formation Group, LLLP, an Arizona limited liability limited partnership, as General Partner on behalf of CFG-Zaharis, LLLP, an Arizona limited liability limited partnership, on behalf of said limited liability limited partnership.

CFG-Brown I, LLLP,

an Arizona limited liability limited partnership

By: Capital Formation Group, LLLP,

an Arizona limited liability limited partnership

Its: General Partner

By: Capital Formation Group, L.L.C.,

an Arizona limited liability company

Its: General Partner

By: Emerson Investments, L.L.C.,

an Arizona limited liability company

Its: Member

By:

Michael T. Cowley, Member

State of Naricopa

By: Robert Bellin

Notary Public

SPG-HARVARD III, LLLP,

an Arizona limited liability limited partnership

By: SPG Partners, LLLP,

an Arizona limited liability limited partnership

Its: General Partner

By: Strategic Partners Group, LLC,

an Arizona limited liability company

Its: General Partner

Gregory J. Davis, Manager

State of ARIZONA
County of MARIZORA

This instrument was acknowledged before me on the 23 day of Septembe, 2019, by Gregory J. Davis, Manager of Strategic Partners, LLC, an Arizona limited liability company, as General Partner of SPG Partners, LLLP, an Arizona limited liability limited partnership, capacity as General Partner of SPG-Harvard III, LLLP, an Arizona limited liability limited partnership, on behalf of said limited liability limited partnership.

Notary Public

JASON JUSTESEN
Notary Public - Arizona
Maricopa County
Commission # 546660
My Comm. Expires Jul 18, 2022

CFG-Whiteman I, LLLP,

an Arizona limited liability limited partnership

By: Capital Formation Group, LLLP,

an Arizona limited liability limited partnership

Its: General Partner

By: Capital Formation Group, L.L.C.,

an Arizona limited liability company

Its: General Partner

By: Emerson Investments, L.L.C.,

an Arizona limited liability company

Its: Member

partnership, on behalf of said limited liability limited partnership.

By: Michael T. Cowley, Member

State of Arizona
County of Masica

This instrument was acknowledged before me on the 24th day of 4 day of 5 day of 6 day of 7 day of 7 day of 8 day of 6 da

Rv. 7

Notary Public

SMT Investors Limited Partnership

an Arizona limited partnership

By: CCT Investors, LLC

an Arizona limited liability company

Its: General Partner

By: Cowley Companies, Inc.

an Arizona corporation

Its: Manager

By: Michael T. Cowley, President

State of Acicopa
County of Macicopa

This instrument was acknowledged before me on the 24 day of 5, 20 by Michael T. Cowley, President of Cowley Companies, Inc., an Arizona corporation, as Manager of CCT Investors, LLC, an Arizona limited liability company, as General Partner of SMT Investors Limited Partnership, an Arizona limited partnership, on behalf of said limited liability limited partnership.

Notary Public

Notary Public

RORY BLAKEMORE
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 16, 2021

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

EXHIBIT A

BEING a tract of land out of the N. HOLBROOK SURVEY, ABSTRACT No. 647, Tarrant County, Texas and being a portion of that called 567.553 acres tract of land described in Document Number D204343515, Official Public Records Tarrant County, Texas, (O.P.R.T.C.T.) said tract being more particularly described as follows:

BEGINNING at a point in the south line of that tract of land conveyed to Tannahill Ranch according to the document filed of record in Document Number D209144492, (O.P.R.T.C.T.), for the northwest and beginning corner of this tract, from which an "ell" corner of that called 1618.16 acres tract of land conveyed to William M. Brown Family Ranching Operations, LP, according to the document filed of record in Volume 13716, Page 590, (O.P.R.T.C.T.), same being the northwest corner of said 567.553 acres tract bears N 89°51'41" W, 909.89 feet and N 89°52'59" W, 902.72 feet;

THENCE S 89°53'13" E, with the common line of said 567.553-acre tract and said Tannahill Ranch tract, a distance of 2935.96 feet to a point for an "ell" corner of this tract;

THENCE N 00°07'37" E, a distance of 117.02 feet to a point for a corner of this tract;

THENCE N 89°30'48" E, a distance of 860.92 feet to a point for the northwest corner of those tracts of land conveyed to FW Vista West II, LP, according to the document filed of record in Document Number D206035754, (O.P.R.T.C.T.), for the northeast corner of this tract;

THENCE S 00°16'06" E, with the common line of said 567.553-acre tract and FW Vista tracts, a distance of 1592.60 feet to a point for an ell corner of this tract;

THENCE with the east lines of said 567.553-acre tract the following three (3) courses and distances:

S 89°44'19" W, a distance of 660.00 feet to a point for a corner of this tract;

S 00°15'41" E, a distance of 660.00 feet to a point for a corner of this tract;

N 89°43'42" E, a distance of 660.12 feet to a point for a corner of this tract;

THENCE S 00°15'19" E, a distance of 1405.40 feet to a point for the northeast corner of that called 34.560 acre tract of land conveyed to the City of Fort Worth according to the document filed or record in Document Number D206274011, (O.P.R.T.C.T.), same being platted as NORTHWEST WATER TREATMENT PLANT ADDITION, an addition to the City of Fort Worth, according to the Plat as recorded in Plat Cabinet A, Slide 12060, Plat Records, Tarrant County, Texas, for the most easterly southeast corner of this tract;

THENCE with the common line of said WATER TREATMENT PLANT ADDITION and the above mentioned 567.553-acre tract the following two (2) courses and distances:

S 89°44'41" W, a distance of 1300.00 feet to a point for a corner of this tract:

S 00°15'19" E, a distance of 1350.00 feet to a point in north line of Old Weatherford Road, for the most southerly southeast corner of this tract;

THENCE S 89°47'36" W, with said north line, a distance of 3076.07 feet to a point for the southwest corner of this tract;

THENCE along said road the following three (3) courses and distances:

N 12°06'18" W, a distance of 708.20 feet to a point for a corner of this tract;

N 08°05'25" W, a distance of 471.80 feet to a point for a corner of this tract;

N 32°26'42" W, a distance of 210.78 feet to a point in the south line of a called 125.000-acre tract of land according to the document filed of record in County Clerk's File Number D214247803, Real Property Records Tarrant County, Texas, for a westerly northwest corner of this tract;

THENCE with the south and east lines of said 125.000-acre tract, same being common lines of the above mentioned 567.553-acre tract the following six (6) courses and distances:

N 88°46'01" E, a distance of 829.78 feet to a point for a corner of this tract;

N 00°14'11" W, a distance of 2891.45 feet to a point for a corner of this tract;

N 89°52'51" W, a distance of 184.71 feet to a point for a corner of this tract;

N 00°03'50" E, a distance of 409.47 feet to a point for a corner of this tract;

S 89°53'35" E, a distance of 250.08 feet to point for a corner of this tract;

N 00°07'55" E, a distance of 250.07 feet to the **POINT OF BEGINNING** and containing 407.8606 acres of land, more or less.