

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS
AND BOAZ HOLDINGS, 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 Boaz Holdings, 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;

WHEREAS, Owner owns certain parcels of land situated in Tarrant, Texas, which consists of approximately 136.90 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-18-001 ("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.

3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, 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 will provide emergency medical services.
 - iv. Planning, Zoning, and Building – 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. Publicly Owned Parks, Facilities, and Buildings
 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings 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.
 2. 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. 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.
 - vii. Streets - 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.
 - viii. Water and Wastewater
 1. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If a property owner desires to connect 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 establish by City ordinances for such service.

2. New homes will be required to connect to the City's water and sewer system at the owner's expense.
 - ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - x. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
 - b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - c. 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.
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.
8. **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.
9. **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.
10. **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.
11. **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.

- 12. **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.
- 13. **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.
- 14. **AGREEMENT BINDS 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 and is binding on the Owner.
- 15. **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

BOAZ HOLDINGS, LP

By: _____
 Jay Chapa
 Assistant City Manager

By: _____
 Name: _____
 Title: _____

Approved as to Form and Legality:

 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 Jay Chapa, 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 _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, _____ of [Name of individual signing, title (if any)] on behalf of said _____ [insert name of company or individual where applicable].

By: _____

Notary Public, State of Texas

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

**BOUNDARY DESCRIPTION - WESTPOINTE
136.900 ACRES OF LAND**

BEING a tract of land situated in the R. Whitley Survey, Abstract Number 1672, the B. Thomas Survey, Abstract Number 1497 and the G.T. Walters Survey, Abstract Number 1696, Tarrant County, Texas, being portion of that remainder tract of land described by deed to Boaz Holdings, LP., recorded in Instrument Number D212142260, County Records, Tarrant County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said remainder, being the southeast corner of that tract of land described by deed to Texas Electric Service Company recorded in Volume 2658, Page 309, said County Records and being in the north right-of-way line of W. Bailey Boswell Road (a variable width right-of-way);

THENCE N 00°14'37"E, 2329.46 feet, departing said right-of-way line with the west line of said remainder to the northwest corner of said remainder;

THENCE departing said west line with the north line of said remainder the following courses and distances:

N 89°42'51"E, 1675.84 feet, to the beginning of a non-tangent curve to the left;

With said non-tangent curve to the left, an arc distance of 143.40 feet, through a central angle of 13°44'10", having a radius of 598.14 feet, the long chord which bears N 66°42'38"E, 143.05 feet;

N 59°58'43"E, 357.71 feet, to the beginning of a curve to the right;

With said curve to the right, an arc distance of 269.38 feet, through a central angle of 28°09'28", having a radius of 548.14 feet, the long chord which bears N 74°03'27"E, 266.68 feet;

N 00°00'31"E, 28.03 feet;

N 89°39'39"E, 1699.58 feet, to the beginning of a non-tangent curve to the left;

THENCE with said non-tangent curve to the left, an arc distance of 284.54 feet, through a central angle of 16°18'11", having a radius of 1000.00 feet, the long chord which bears S 08°37'35"E, 283.58 feet departing said north line over and across said remainder tract to the south line of said remainder and the north line of The Parks at Boat Club, an addition to the City of Fort Worth recorded in Cabinet A, Slide 11979, said County Records;

THENCE S 89°41'04"W, 264.92 feet, with the south line of said remainder and the north line of said The Pars at Boat Club to the north west corner of said The Parks at Boat Club:

THENCE continuing with the south and east lines of said remainder tract the following courses

and distances:

S 89°39'20"W, 223.10 feet;

S 83°12'31"W, 356.12 feet;

S 89°39'28"W, 359.00 feet;

S 00°21'55"E, 215.49 feet;

S 89°39'21"W, 479.79 feet;

N 00°21'55"W, 227.50 feet;

S 89°35'19"W, 177.26 feet;

S 59°58'12"W, 576.36 feet;

S 19°14'04"E, 137.00 feet;

S 00°01'52"W, 110.44 feet, to the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right, an arc distance of 88.86 feet, through a central angle of 101°49'34", having a radius of 50.00 feet, the long chord which bears S 31°26'00"E, 77.62 feet;

S 86°26'00"E, 141.88 feet;

S 75°12'31"E, 41.16 feet;

S 13°21'26"W, 117.37 feet, to the beginning of a non-tangent curve to the right;

With said non-tangent curve to the right, an arc distance of 775.67 feet, through a central angle of 76°37'30", having a radius of 580.00 feet, the long chord which bears S 38°19'49"E, 719.14 feet;

S 00°01'03"E, 14.03 feet;

S 45°12'04"E, 14.10 feet;

S 89°36'54"W, 70.00 feet;

S 00°01'03"E, 1050.69 feet, to the southeast corner of said remainder tract and the north right-of-way line of aforementioned W. Bailey Boswell Road;

THENCE N 89°56'54"W, 2394.79 feet, with the south line of said remainder and said right-of-

way line to the **Point of Beginning** and containing 5,963,379 square feet or 136.900 acres of land more or less.

"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."

DRAFT