MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF FORT WORTH, TEXAS

AND WALSH RANCHES LIMITED PARTNERSHIP

This	Municip	oal	Serv	ices .	Agre	ement	(''Agre	ement'	') is	ente	ered	into	on			day of
			_,		by	and bet	ween	the C	ity o	of Fo	ort W	orth,	, Texa	s, a	ı hor	ne-rule
muni	cipality	of	the	State	e of	Texas	, ("Ci	ty") ar	id W	alsh	Ran	ches	Limi	ted	Parti	nership
("Ow	ner").															-

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 Parker, Texas, which consists of approximately 185.28 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-17-002 ("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. Nothing herein waives or diminishes any obligations by City pursuant to that certain Economic Development Agreement between the City of Fort Worth and Walsh Ranches Limited Partnership, The Walsh Children's Trusts, the Walsh Grandchildren's Trusts and F. Howard Walsh, Jr. for Walsh Ranch dated May 6, 2003, as amended (City Secretary Contract No. 28885).

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. <u>Roads and Streets (including Street lighting)</u> 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.

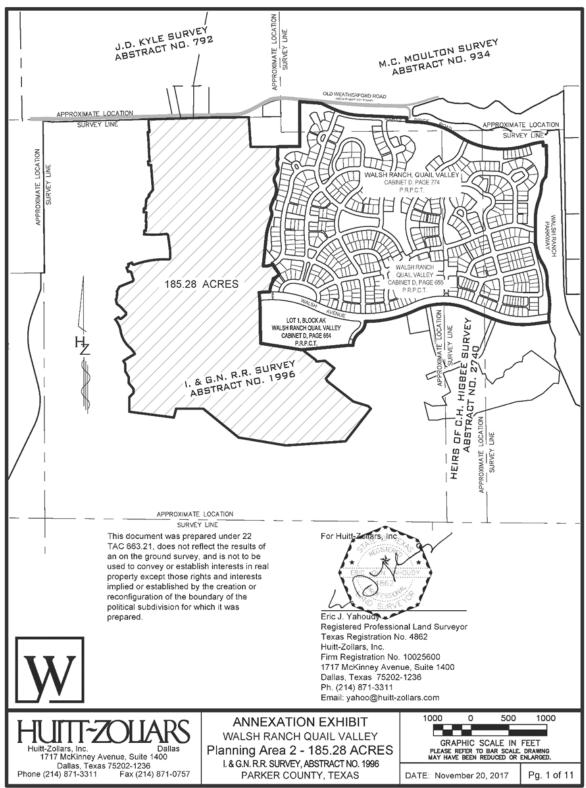
- **7. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that 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.** 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.
- **15. ECONOMIC DEVELOPMENT AGREEMENT.** Nothing herein waives or diminishes any obligations by City pursuant to that certain Economic Development Agreement between the City of Fort Worth and Walsh Ranches Limited Partnership, The Walsh's Children's Trust, the Walsh Grand Children's Trusts and F. Howard Walsh, Jr. for Walsh Ranch dated May 6, 2003, as amended (City Secretary Contract No. 28885).

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	WALSH RANCHES LIMTIED PARTNERSHIP A Texas limited partnership By: Walsh North Star Company, a Texas Corporation, its General Partner
By: Jay Chapa	Ву:
Jay Chapa Assistant City Manager	Name: Title:
Approved as to Form and Legality:	
ripproved us to 1 orm and Leganty.	
Melinda Ramos	
Senior Assistant City Attorney	
Attest:	
Mary Kayser	
City Secretary	
Approvals:	
M&C	
Ordinance No	

State of Texas County of Tarrant	\$		
This instrument w	as acknowledged before	me on the day of	, 20,
	City Manager of the City	of Fort Worth, a Texas muni	
By:			
Notary Public, State of To	exas		
State of Texas County of	§ §		
This instrument w	as acknowledged before	me on the day of	, 20,
on behalf of said	,	of [Name of individual s _[insert name of company or	individual where
applicable].			
By:			
Notary Public, State of To	exas		
After Recording Return to	o.		
City Secretary	O.		
City of Fort Worth			
200 Texas Street Fort Worth, Texas 76102			
1 of thorn, Texas /0102			

EXHIBIT A



DWG: J:\Survey\30306100-Walsh Ranch\02-Quail Valley\PHASE 3 -Planning Area II\plats\dwg\ANNEX PHASE THREE.dwg LAYOUT: PA-2

BOUNDARY DESCRIPTION - WALSH RANCH QUAIL VALLEY PLANNING AREA 2

Being a tract of land situated in the International & Great Northern R.R. Co. Survey, Abstract No. 1996, Parker County, Texas, and being a portion of a tract of land as described in deed to Walsh Ranches Limited Partnership, a Texas Limited Partnership having a General Partner named Walsh North Star Company, a Texas corporation as recorded in Volume 1699, Page 1765 of the Deed Records of Parker County, Texas (D.R.P.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Lot 1, Block AK of the final plat of *WALSH RANCH*, *QUAIL VALLEY*, *LOT 1, BLOCK AK & WALSH AVENUE ROW*, an addition to the City of Fort Worth, Parker County, Texas, as recorded in Cabinet D, Slide 654 of the Plat Records of Parker County, Texas (P.R.P.C.T.)

THENCE, South 81 degrees 01 minute 12 seconds East, along the south line of said Lot 1, a distance of 547.98 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

THENCE, North 84 degrees 40 minutes 28 seconds East, along the south line of said Lot 1, a distance of 36.21 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

THENCE, South 05 degrees 18 minutes 20 seconds East, departing the southerly line of said Lot ,1 a distance of 24.02 feet to a point for a corner;

THENCE, South 52 degrees 49 minutes 35 seconds East, a distance of 186.57 feet to a point for a corner;

THENCE, South 28 degrees 55 minutes 31 seconds East, a distance of 26.51 feet to a point for a corner;

THENCE, North 83 degrees 53 minutes 17 seconds East, a distance of 111.80 feet to a point for a corner;

THENCE, South 51 degrees 06 minutes 43 seconds East, a distance of 159.55 feet to a point for a corner;

THENCE, South 38 degrees 53 minutes 17 seconds West, a distance of 176.37 feet to a point for a corner:

THENCE, South 28 degrees 55 minutes 31 seconds East, a distance of 39.37 feet to a point for a corner;

THENCE, South 52 degrees 00 minutes 00 seconds East, a distance of 439.16 feet to a point for a corner;

THENCE, South 73 degrees 00 minutes 00 seconds East, a distance of 202.81 feet to a point for a corner;

THENCE, South 45 degrees 23 minutes 46 seconds East, a distance of 50.35 feet to a point for a corner;

THENCE, South 37 degrees 51 minutes 46 seconds West, a distance of 546.41 feet to a point for a corner:

THENCE, South 86 degrees 01 minute 03 seconds West, a distance of 789.61 feet to a point for a corner;

THENCE, North 80 degrees 31 minutes 43 seconds West, a distance of 636.55 feet to a point for a corner;

THENCE, North 50 degrees 52 minutes 58 seconds West, a distance of 606.38 feet to a point for a corner;

THENCE, North 89 degrees 57 minutes 18 seconds West, a distance of 356.47 feet to a point for a corner;

THENCE, South 15 degrees 00 minutes 00 seconds West, a distance of 122.79 feet to a point for a corner;

THENCE, North 82 degrees 36 minutes 00 seconds West, a distance of 595.49 feet to a point for a corner;

THENCE, North, a distance of 191.89 feet to a point for a corner;

THENCE, North 44 degrees 00 minutes 00 seconds East, a distance of 80.00 feet to a point for a corner;

THENCE, North, a distance of 55.00 feet to a point for a corner;

THENCE, North 40 degrees 00 minutes 00 seconds West, a distance of 100.00 feet to a point for a corner;

THENCE, North, a distance of 80.00 feet to a point for a corner;

THENCE, North 30 degrees 00 minutes 00 seconds West, a distance of 88.46 feet to a point for a corner;

THENCE, North, a distance of 95.00 feet to a point for a corner;

THENCE, North 31 degrees 00 minutes 05 seconds West, a distance of 50.00 feet to a point for a corner;

THENCE, North 58 degrees 59 minutes 55 seconds East, a distance of 177.00 feet to the beginning of a non-tangent curve to the left having a central angle of 17 degrees 27 minutes 36 seconds, a radius of 373.00 feet, subtended by a 113.23 foot chord which bears North 38 degrees

25 minutes 25 seconds West;

THENCE, along said curve to the left an arc distance of 113.67 feet to the beginning of a reverse curve to the right having a central angle of 36 degrees 06 minutes 44 seconds, a radius of 385.00 feet, subtended by a 238.66 foot chord which bears North 29 degrees 05 minutes 50 seconds West;

THENCE, along said curve to the right an arc distance of 242.66 feet to the beginning of a reverse curve to the left having a central angle of 27 degrees 04 minutes 26 seconds, a radius of 372.00 feet, subtended by a 174.15 foot chord which bears North 24 degrees 34 minutes 41 seconds West:

THENCE, along said curve to the left an arc distance of 175.78 feet to a point for a corner;

THENCE, North 51 degrees 53 minutes 06 seconds East, a distance of 52.00 feet to the beginning of a non-tangent curve to the right having a central angle of 03 degrees 04 minutes 51 seconds, a radius of 424.00 feet, subtended by a 22.80 foot chord which bears South 36 degrees 34 minutes 29 seconds East;

THENCE, along said curve to the right an arc distance of 22.80 feet to a point for a corner;

THENCE, South 78 degrees 50 minutes 58 seconds East, a distance of 21.28 feet to the beginning of a non-tangent curve to the left having a central angle of 11 degrees 18 minutes 52 seconds, a radius of 456.00 feet, subtended by a 89.90 foot chord which bears North 49 degrees 43 minutes 21 seconds East;

THENCE, along said curve to the left an arc distance of 90.05 feet to a point for a corner;

THENCE, North 00 degrees 00 minutes 46 seconds East, a distance of 21.90 feet to a point for a corner;

THENCE, North 43 degrees 05 minutes 50 seconds West, a distance of 65.17 feet to the beginning of a curve to the left having a central angle of 11 degrees 12 minutes 28 seconds, a radius of 537.00 feet, subtended by a 104.88 foot chord which bears North 48 degrees 42 minutes 04 seconds West;

THENCE, along said curve to the left an arc distance of 105.04 feet to a point for a corner;

THENCE, North 11 degrees 40 minutes 02 seconds West, a distance of 61.53 feet to the beginning of a non-tangent curve to the left having a central angle of 46 degrees 06 minutes 30 seconds, a radius of 38.00 feet, subtended by a 29.76 foot chord which bears North 22 degrees 29 minutes 39 seconds East;

THENCE, along said curve to the left an arc distance of 30.58 feet to the beginning of a reverse curve to the right having a central angle of 14 degrees 49 minutes 05 seconds, a radius of 186.00 feet, subtended by a 47.97 foot chord which bears North 06 degrees 50 minutes 56 seconds East;

THENCE, along said curve to the right an arc distance of 48.10 feet to the beginning of a reverse curve to the left having a central angle of 46 degrees 06 minutes 30 seconds, a radius of 38.00

feet, subtended by a 29.76 foot chord which bears North 08 degrees 47 minutes 46 seconds West;

THENCE, along said curve to the left an arc distance of 30.58 feet to a point for a corner;

THENCE, North 27 degrees 18 minutes 38 seconds East, a distance of 72.12 feet to a point for a corner;

THENCE, North 68 degrees 00 minutes 00 seconds East, a distance of 192.65 feet to a point for a corner;

THENCE, North 25 degrees 32 minutes 42 seconds East, a distance of 22.13 feet to the beginning of a non-tangent curve to the left having a central angle of 01 degree 44 minutes 28 seconds, a radius of 3566.00 feet, subtended by a 108.36 foot chord which bears North 17 degrees 54 minutes 04 seconds West;

THENCE, along said curve to the left an arc distance of 108.36 feet to a point for a corner;

THENCE, North 65 degrees 26 minutes 46 seconds West, a distance of 20.63 feet to a point for a corner;

THENCE, South 68 degrees 00 minutes 00 seconds West, a distance of 20.00 feet to a point for a corner;

THENCE, North 22 degrees 00 minutes 00 seconds West, a distance of 60.00 feet to a point for a corner;

THENCE, North 68 degrees 00 minutes 00 seconds East, a distance of 22.62 feet to a point for a corner;

THENCE, North 23 degrees 57 minutes 03 seconds East, a distance of 21.56 feet to the beginning of a non-tangent curve to the left having a central angle of 00 degrees 20 minutes 18 seconds, a radius of 3566.00 feet, subtended by a 21.06 foot chord which bears North 20 degrees 23 minutes 17 seconds West;

THENCE, along said curve to the left an arc distance of 21.06 feet to a point for a corner;

THENCE, North 69 degrees 26 minutes 34 seconds East, a distance of 52.00 feet to the beginning of a non-tangent curve to the right having a central angle of 06 degrees 43 minutes 52 seconds, a radius of 170.34 feet, subtended by a 20.00 foot chord which bears South 20 degrees 23 minutes 56 seconds East;

THENCE, along said curve to the right an arc distance of 20.01 feet to a point for a corner;

THENCE, South 65 degrees 17 minutes 28 seconds East, a distance of 21.15 feet to the beginning of a non-tangent curve to the right having a central angle of 23 degrees 01 minute 58 seconds, a radius of 1184.00 feet, subtended by a 472.77 foot chord which bears North 81 degrees 25 minutes 07 seconds East;

THENCE, along said curve to the right an arc distance of 475.96 feet to a point for a corner;

THENCE, North 47 degrees 14 minutes 42 seconds East, a distance of 20.82 feet to the beginning of a non-tangent curve to the left having a central angle of 07 degrees 19 minutes 20 seconds, a radius of 1164.00 feet, subtended by a 148.65 foot chord which bears North 02 degrees 50 minutes 18 seconds West;

THENCE, along said curve to the left an arc distance of 148.75 feet to the beginning of a compound curve to the left having a central angle of 02 degrees 05 minutes 06 seconds, a radius of 4477.00 feet, subtended by a 162.91 foot chord which bears North 07 degrees 32 minutes 31 seconds West;

THENCE, along said curve to the left an arc distance of 162.92 feet to a point for a corner;

THENCE, North 52 degrees 49 minutes 02 seconds West, a distance of 21.53 feet to the beginning of a non-tangent curve to the right having a central angle of 11 degrees 02 minutes 09 seconds, a radius of 1568.00 feet, subtended by a 301.55 foot chord which bears South 88 degrees 50 minutes 17 seconds West;

THENCE, along said curve to the right an arc distance of 302.01 feet to a point for a corner;

THENCE, North 04 degrees 21 minutes 21 seconds East, a distance of 52.00 feet to the beginning of a non-tangent curve to the left having a central angle of 00 degrees 45 minutes 21 seconds, a radius of 1516.00 feet, subtended by a 20.00 foot chord which bears South 86 degrees 01 minute 19 seconds East;

THENCE, along said curve to the left an arc distance of 20.00 feet to a point for a corner;

THENCE, North 03 degrees 36 minutes 00 seconds East, a distance of 120.00 feet to a point for a corner;

THENCE, North 87 degrees 33 minutes 14 seconds West, a distance of 8.40 feet to a point for a corner;

THENCE, North 03 degrees 54 minutes 39 seconds East, a distance of 120.00 feet to the beginning of a non-tangent curve to the right having a central angle of 01 degree 37 minutes 32 seconds, a radius of 1276.00 feet, subtended by a 36.20 foot chord which bears North 85 degrees 16 minutes 35 seconds West;

THENCE, along said curve to the right an arc distance of 36.20 feet to a point for a corner;

THENCE, North 05 degrees 32 minutes 10 seconds East, a distance of 52.00 feet to the beginning of a non-tangent curve to the left having a central angle of 00 degrees 56 minutes 10 seconds, a radius of 1224.00 feet, subtended by a 20.00 foot chord which bears South 84 degrees 55 minutes 55 seconds East;

THENCE, along said curve to the left an arc distance of 20.00 feet to a point for a corner;

THENCE, North 04 degrees 36 minutes 00 seconds East, a distance of 120.00 feet to a point for a corner:

THENCE, North 38 degrees 42 minutes 00 seconds East, a distance of 65.93 feet to a point for a corner;

THENCE, North 51 degrees 18 minutes 00 seconds West, a distance of 11.93 feet to a point for a corner;

THENCE, North 38 degrees 42 minutes 00 seconds East, a distance of 90.00 feet to a point for a corner;

THENCE, North 04 degrees 15 minutes 00 seconds West, a distance of 328.68 feet to the beginning of a non-tangent curve to the left having a central angle of 02 degrees 16 minutes 16 seconds, a radius of 848.00 feet, subtended by a 33.61 foot chord which bears South 84 degrees 08 minutes 40 seconds West;

THENCE, along said curve to the left an arc distance of 33.61 feet to a point for a corner;

THENCE, North 06 degrees 59 minutes 29 seconds West, a distance of 52.00 feet to the beginning of a non-tangent curve to the right having a central angle of 01 degree 21 minutes 05 seconds, a radius of 900.00 feet, subtended by a 21.23 foot chord which bears North 83 degrees 41 minutes 04 seconds East;

THENCE, along said curve to the right an arc distance of 21.23 feet to a point for a corner;

THENCE, North 05 degrees 38 minutes 24 seconds West, a distance of 78.47 feet to a point for a corner;

THENCE, North 02 degrees 30 minutes 00 seconds West, a distance of 180.00 feet to a point for a corner;

THENCE, North 04 degrees 39 minutes 17 seconds West, a distance of 128.37 feet to the beginning of a non-tangent curve to the right having a central angle of 00 degrees 40 minutes 25 seconds, a radius of 1846.18 feet, subtended by a 21.70 foot chord which bears North 85 degrees 41 minutes 11 seconds East;

THENCE, along said curve to the right an arc distance of 21.70 feet to a point for a corner;

THENCE, North 04 degrees 48 minutes 00 seconds West, a distance of 123.63 feet to a point for a corner;

THENCE, North 01 degree 11 minutes 54 seconds West, a distance of 44.83 feet to a point in the fence line south of Old Weatherford Road (undedicated);

THENCE, North 88 degrees 23 minutes 39 seconds East along said fence, a distance of 851.45 feet to a point for a corner;

THENCE, North 89 degrees 27 minutes 38 seconds East,a distance of 477.65 feet to a 5/8 inch iron rod found with plastic cap stamped "Dunaway Assoc. LP";

THENCE, South 03 degrees 41 minutes 11 seconds East,a distance of 394.47 feet to a 5/8 inch iron rod found with plastic cap stamped "Dunaway Assoc. LP";

THENCE, North 89 degrees 37 minutes 10 seconds East, a distance of 357.73 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" on the westerly line of the correction of the final plat of WALSH RANCH, QUAIL VALLEY, Lots 1 thru 33, Lot 19 POS*, Block A, Lots 1 thru 16, Block B, Lots 1 thru 16, Block C, Lots 1 thru 10, Block D, Lots 1 thru 7, Lot 8 POS*, Block E, Lots 5 thru 14, Block F, Lots 2 thru 14, Lots16 thru 20, Lot 15 POS*, Block G, Lots 1 thru 4, Lots 6 thru 33, Lots 40 thru 46, Lot 5 POS*, Block H, Lots 1 thru 6, Lots 8 thru 13, Lots 15 thru 23, Lot 7 POS*, Lot 14 POS*, Block J, Lots 1 thru 4, Lots 6 thru 14, Lot 5 POS*, Block K, Lots 1 thru 14, Lots 16 thru 21, Lots 23 thru 34, Lot 15 POS*, Lot 22 POS*, Block L, Lots 8 thru 10, Block M, Lots 4 thru 7, Lots 9 thru 27, Lot 8 POS*, Block R, Lots 2 thru 25, Lot 1 POS*, Block S, Lot 1 POS*, Block T, Lots 1 thru 3, Lots 5 thru 20, Lot 4 POS*, Block U, Lots 1 thru 6, Lots 8 thru 22, Lot 7 POS*, Block V, Lots 1 thru 8, Block W, Lots 1 thru 13, Block X, Lots 1 thru 7, Lots 9 thru 23, Lot 8 POS*, Block Y, Lots 1 thru 18, Block Z, Lots 1 thru 8, Block AA, Lots 7 thru 16, Block AB, Lots 1 thru 13, Block AC, Lots 1 thru 8, Block AD, Lot 1 POS*, Block AE, Lots 1 thru 8, Block AF, Lots 1 thru 3, Lots 5 thru 12, Lot 4 POS*, Block AG, Lots 1 thru 15, Lots 17 thru 33, Lot 16 POS*, Block AH, Lots 1 thru 7, Lots 9 thru 28, Lot 8 POS*, Block AJ, Lot 1 POS*, Block AL, Lot 1 POS*, Block AM, Lot 1 POS*, Block AN, Lot 1 POS*, Block AP, Lot 1 POS*, Block AQ, Lot 1 POS*, Block AR, an addition to the City of Fort Worth, Parker County, Texas, as recorded in Cabinet D, Slide 774, P.R.P.C.T., and also being a point on the westerly line of a 217.616 acre tract of land as described in Ordinance No. 22203-052016, an annexation to the City of Fort Worth;

THENCE along the westerly line of said 217.616 acre annexation tract the following courses:

South 00 degrees 22 minutes 50 seconds East, a distance of 153.57 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the right having a central angle of 18 degrees 53 minutes 19 seconds, a radius of 100.00 feet, subtended by a 32.82 foot chord which bears South 09 degrees 03 minutes 49 seconds West;

Along said curve to the right an arc distance of 32.97 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a non- tangent curve to the left having a central angle of 41 degrees 41 minutes 23 seconds, a radius of 100.00 feet, subtended by a 71.17 foot chord which bears South 00 degrees 30 minutes 23 seconds East;

Along said curve to the left an arc distance of 72.76 feet to the beginning of a non-tangent curve to the right having a central angle of 55 degrees 12 minutes 14 seconds, a radius of 100.00 feet, subtended by a 92.67 foot chord which bears South 04 degrees 53 minutes 35 seconds West;

Along said curve to the right an arc distance of 96.35 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 32 degrees 29 minutes 42 seconds West, a distance of 36.65 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the left having a central angle of 54 degrees 59 minutes 15 seconds, a radius of 100.00 feet, subtended by a 92.33 foot chord which bears South 05 degrees 00 minutes 04 seconds West,

Along said curve to the left an arc distance of 95.97 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars", and being the beginning of a reverse curve to the right having a central angle of 50 degrees 57 minutes 11 seconds, a radius of 250.00 feet, subtended by a 215.07 foot chord which bears South 02 degrees 59 minutes 02 seconds West:

Along said curve to the right an arc distance of 222.33 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a reverse curve to the left having a central angle of 08 degrees 22 minutes 10 seconds, a radius of 200.00 feet, subtended by a 29.19 foot chord which bears South 24 degrees 16 minutes 33 seconds West;

Along said curve to the left an arc distance of 29.22 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 20 degrees 05 minutes 28 seconds West, a distance of 70.49 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a nontangent curve to the left having a central angle of 42 degrees 31 minutes 15 seconds, a radius of 100.00 feet, subtended by a 72.52 foot chord which bears South 00 degrees 52 minutes 11 seconds East;

Along said curve to the left an arc distance of 74.21 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a non- tangent curve to the right having a central angle of 39 degrees 35 minutes 54 seconds, a radius of 100.00 feet, subtended by a 67.75 foot chord which bears South 02 degrees 33 minutes 05 seconds East;

Along said curve to the right an arc distance of 69.11 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 17 degrees 14 minutes 52 seconds West, a distance of 158.36 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars", and being the beginning of a curve to the left having a central angle of 11 degrees 24 minutes 15 seconds, a radius of 500.00 feet, subtended by a 99.36 foot chord which bears South 11 degrees 32 minutes 44 seconds West;

Along said curve to the left an arc distance of 99.52 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

South 05 degrees 50 minutes 37 seconds West, a distance of 414.38 feet to the beginning of a non-tangent curve to the left having a central angle of 34 degrees 13 minutes 55

seconds, a radius of 220.00 feet, subtended by a 129.49 foot chord which bears North 78 degrees 43 minutes 39 seconds East;

Along said curve to the left an arc distance of 131.44 feet to point for a corner;

South 32 degrees 17 minutes 53 seconds East, a distance of 163.60 feet to the beginning of a non-tangent curve to the left having a central angle of 51 degrees 32 minutes 46 seconds, a radius of 300.00 feet, subtended by a 260.88 foot chord which bears South 29 degrees 03 minutes 47 seconds West;

Along said curve to the left an arc distance of 269.89 feet to the beginning of a non-tangent curve to the left having a central angle of 06 degrees 05 minutes 27 seconds, a radius of 1353.00 feet, subtended by a 143.76 foot chord which bears South 85 degrees 57 minutes 28 seconds West;

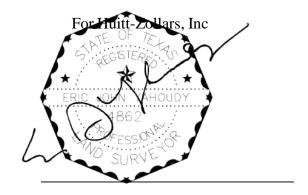
Along said curve to the left an arc distance of 143.83 feet to point for a corner;

South 05 degrees 12 minutes 37 seconds East,a distance of 131.08 feet to point for a corner;

South 00 degrees 51 minutes 28 seconds East, a distance of 542.55 feet to the **POINT OF BEGINNING** and **CONTAINING** 185.28 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.

Basis of Bearing: Bearings based on the Texas State Plane Coordinate System, North Central Zone (4202) North American Datum 1983 (2011).



Eric J. Yahoudy Registered Professional Land Surveyor Texas Registration No. 4862 Huitt-Zollars, Inc. Firm Registration No. 10025600 1717 McKinney Avenue, Suite 1400 Dallas, Texas 75202-1236

Ph. (214) 871-3311

Email: yahoo@huitt-zollars.com

November 20, 2017