

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE
CHAPTER 43, SUBCHAPTER C-3 AND § 212.172**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Fort Worth**, Texas, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, Johnson, Wise, and Parker Counties, Texas (hereinafter referred to as "City") acting by and through its duly authorized City Manager, and **ALL STORAGE WALSH RANCH, LLC** hereinafter called "the Owner", whether one or more natural persons or other legal entities. By the signatures below, the Owner warrants and represents that there are no other owners of any portion of the Property and no other third-parties holding an interest therein.

WHEREAS, the Owner owns a parcel of real property, a total of approximately 5.0 acres of land, as described in Exhibit A, hereinafter called "the Property", is located within Parker County. The Property is located in the extraterritorial jurisdiction "ETJ" of the City and is not presently contiguous to the City; and

WHEREAS, the Owner of the property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide water service to the property; and

WHEREAS, in consideration of the City providing water service to the Property, the Owner will petition the City to annex the Property pursuant to Subchapter C-3, Chapter 43 of the Texas Local Government Code upon such time as the Property becomes contiguous to the City; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation under the provisions of Subchapter C-3, Chapter 43 of the Texas Local Government Code , and upon the request of the City the Owner shall execute all applications and documentation required by Texas law to petition for annexation required by Texas law; and

WHEREAS, this Agreement is entered into pursuant to Chapter 43, Subchapter C-3 and 212.172 of the Texas Local Government Code, in order to address the needs of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement runs with the land and is binding upon the City and the Owner and owner's respective successors and assigns for the term of this Agreement, as defined below; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Parker County.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

1. Identification of the Property. The Property is described as the property owned by the Owner within the boundaries of the area depicted and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

2. Annexation. The parties acknowledge and agree that this Agreement constitutes an agreement to petition for annexation of the Property with the consent of the Owner in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code. The parties intend that the Property shall not be annexed and shall remain in the ETJ of the City until such time that the Property is contiguous to the corporate limits of the City. The formal Petition/Consent for Annexation is attached hereto as Exhibit C and made a part hereof. No further consent of Owner shall be required for the City to annex said property at some time in the future upon it becoming contiguous and adjacent to the City corporate limits. Upon the request of the City, the Owner shall execute all applications and documentation required by Texas law. The City shall provide thirty (30) days' notice of such request for completion of annexation applications and documentation.

3. Zoning. The parties agree that concurrent with the petition for annexation, the Owner shall submit an application to zone the Property. The parties and staff agree that the application for zoning will be a planned development district based on industrial uses, including mini-warehouses as an allowed use. The parties agree that the property is being developed pursuant to a site plan, attached as Exhibit D. The City Council will consider the annexation and zoning of the Property at the same meeting. The Owner acknowledges that while the requested zoning will be supported by staff, this Agreement does not in any way guarantee that the City Council will grant the Owner the particular zoning requested. The parties agree, notwithstanding approval by the City Council of the requested zoning, the buildings and site improvements are legal nonconforming and are "grandfathered".

4. Water Service. The parties agree the City has made an application to the Texas Public Utility Commission (PUC) to acquire the Certificate of Convenience and Necessity (CCN) to serve the Property. The Owner agrees it shall not protest the City's application to the PUC and shall timely file all necessary documentation to show Owner's consent to the City acquiring the CCN for the Property. The Owner shall execute all agreements for water as required by the City in connection with the provision of water service to the Property. The City agrees that the Owner may immediately commence construction of the water line shown in Exhibit B ("Water Line") upon the execution of the Community Facilities Agreement ("CFA"). The City agrees that it will inspect the construction of the Water Line and accept the Water Line upon completion provided the Water Lines meets the standards required by the CFA. The parties agree that Section 35-58, "Assessment front footage charges for service connection" of the City Code will be applicable to allow Owner to recoup costs related to a portion of the construction costs. The City acknowledges that the Property is served by a septic system, and the Owner will not be required to connect to the City's centralized sewer disposal system.

5. Development Codes. The parties acknowledge and agree to the construction of the buildings prior to the annexation of the Property and that no building permits shall be required,

additionally the buildings will be sprinklered. After annexation of the Property, the City will inspect the property and issue a Certificate of Occupancy based on 2009 Building Codes. The parties agree that the Owner shall apply for a Certificate of Occupancy within 60 days from the date of annexation of the Property by the City.

6. Fees. The parties agree that no fees are associated with the petition for annexation, application for zoning and application for a certificate of occupancy.

7. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

8. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee, shall provide a copy of such disclosure to the City and shall give written notice of the sale or conveyance to the City.

9. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand, by facsimile, or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Jesus Chapa, Assistant City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102
Facsimile Number: 817-392-6134

Copy to:

Planning and Development Department
Attn: Planning and Development Director
200 Texas Street
Fort Worth, Texas 76102

OWNER:

Mark McDowell, Manager
All Storage Walsh Ranch, LLC
82 Armstrong Drive
Mustang, OK 73064

10. Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the parties with respect to the development and annexation of the Property and supersedes all prior agreements, whether oral or written, covering the same subject matter.

11. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

12. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

13. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

14. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. Amendment of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties and attached and made a part of this Agreement.

16. Governing Law and Venue. Venue shall be in the state courts located in Parker County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of this _____ day of _____ 2018.

CITY OF FORT WORTH

ALL STORAGE WALSH RANCH, LLC

By: Jesus Chapa, Assistant City Manager

By: _____

Printed Name: _____

Title: _____

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name of Employee
Title

Approved as to Form and Legality:

ATTEST:

By: _____
Melinda Ramos, Sr. Assistant City Attorney

By: _____
Mary Kayser, City Secretary

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Jesus 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 §

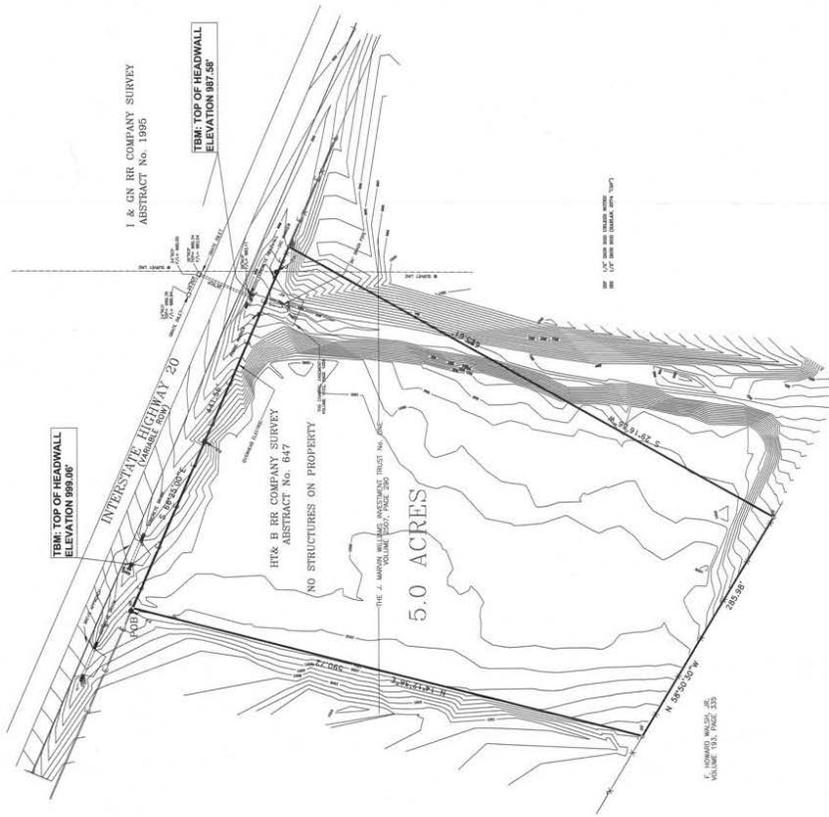
This instrument was acknowledged before me on the ____ day of _____, 2018, by _____, on behalf of All Storage Walsh Ranch, LLC.

By: _____
Notary Public, State of Texas

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

EXHIBIT A Identification of Property

TOPOGRAPHIC SURVEY OF 8600 INTERSTATE HIGHWAY 20
5.0 ACRES SITUATED IN AND BEING A PORTION OF THE H T & B RR
COMPANY SURVEY, ABSTRACT No. 647 AND THE I & G N RR COMPANY
SURVEY, ABSTRACT No. 1995, PARKER COUNTY, TEXAS



LEGAL DESCRIPTION

5.0 Acres situated in and being a portion of the H T & B RR COMPANY SURVEY, ABSTRACT No. 1995, Parker County, Texas and being a portion of all land owned by the Marvin Williams Investment Trust, No. One, recorded in the Public Records of Parker County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found (from rods found in '78) on the south side of Interstate Highway 20, said iron rod being called by deed to be south, 141.236 feet to the northeast corner of said H T & B RR Company Survey;

THENCE S 69°25'00" E, with the south right of way line of Interstate Highway 20, 474.00 feet to an iron rod found on the northeast corner of said H T & B RR Company Survey;

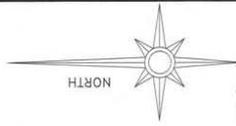
THENCE N 59°55'08" E, with the south line of said 23.551 acre tract, 500.00 feet to the south line of said 23.551 acre tract;

THENCE N 141°23'06" E, 8096.72 feet to the POINT OF BEGINNING, containing 5.0 acres (217,600 square feet) of land.

Date of Field-Log Map: MARCH 08, 2017



David L. Williams
Registered Professional Land Surveyor, No. 2074



SCALE: 1" = 50'
NORTH ARROW
GRAPHIC SCALE - FEET
15446209REVISED

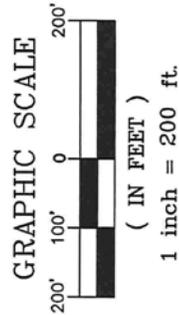
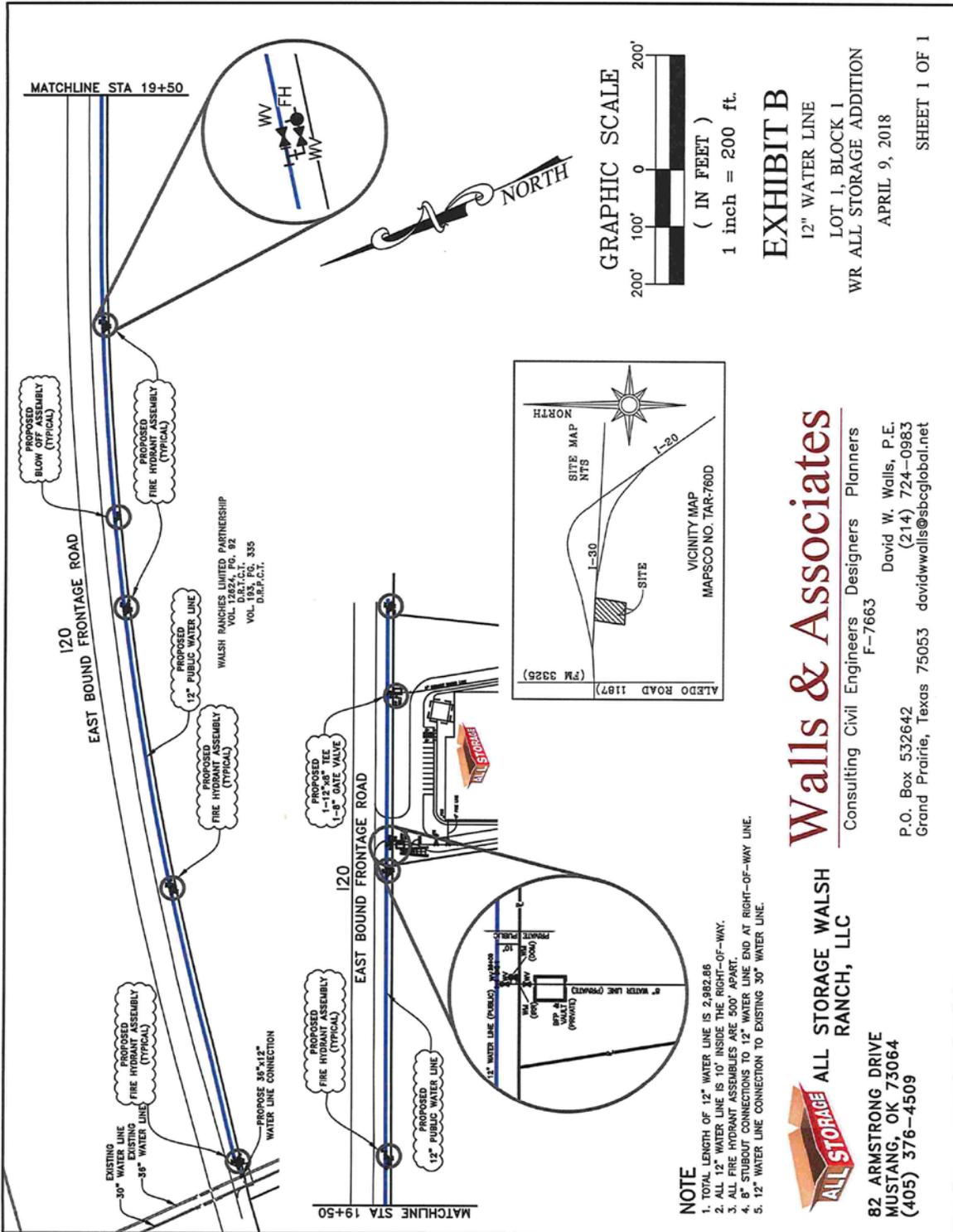
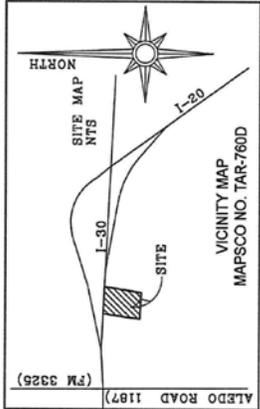


EXHIBIT B

12" WATER LINE
LOT 1, BLOCK 1
WR ALL STORAGE ADDITION
APRIL 9, 2018
SHEET 1 OF 1



- NOTE**
1. TOTAL LENGTH OF 12" WATER LINE IS 2,982.86
 2. ALL 12" WATER LINE IS 10' INSIDE THE RIGHT-OF-WAY.
 3. ALL FIRE HYDRANT ASSEMBLIES ARE 500' APART.
 4. 8" STUBOUT CONNECTIONS TO 12" WATER LINE END AT RIGHT-OF-WAY LINE.
 5. 12" WATER LINE CONNECTION TO EXISTING 30" WATER LINE.

Walls & Associates

Consulting Civil Engineers Designers Planners
F-7663
David W. Walls, P.E.
(214) 724-0983
davidwalls@sbcglobal.net

ALL STORAGE WALSH RANCH, LLC

82 ARMSTRONG DRIVE
MUSTANG, OK 73064
(405) 376-4509

EXHIBIT C

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF FORT WORTH, TEXAS:

The undersigned owner(s) of the hereinafter described tract(s) of land petition your honorable Body to extend, when the land becomes contiguous to the City, the present city limits so as to include as part of the City of Fort Worth, Texas, the territory described in the attached Exhibit A, including a survey by metes and bounds or legal description with subdivision, lot and block with a graphic exhibit clearly showing the tract(s).

We certify that in accordance with Subchapter C-3 of Chapter 43 of the Texas Local Government Code this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20__.

Notary Public in and for
_____ County, Texas.

