

Exhibit B

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS
AND THE BETTY SUE BELLINGHAUSEN FAMILY TRUST**

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 The Betty Sue Bellinghausen Family Trust ("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 (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in Denton County, Texas, which consists of approximately 13.251 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-18-0011 ("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.
 - 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 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. 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.

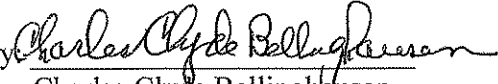
8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.** 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.** 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

**THE BETTY SUE BELLINGHAUSEN
FAMILY TRUST**

By: _____
Jesus "Jay" Chapa
Assistant City Manager

By: 
Charles Clyde Bellinghausen,
Trustee

Approved as to Form and Legality:

Senior 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 Jesus "Jay" Chapa, Assistant City Manager of the City of Fort Worth, a Texas municipal
corporation, on behalf of said corporation.

By: _____

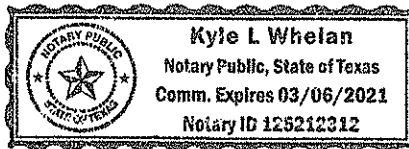
Notary Public, State of Texas

State of Texas §
County of Denton §

This instrument was acknowledged before me on the 30th day of Nov., 2018,
by Charles Clyde Bellinghausen, Trustee of The Betty Sue Bellinghausen Family Trust, on
behalf of said trust.

By: _____

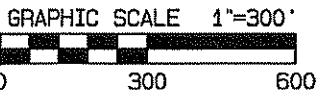
Notary Public, State of Texas



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

EXHIBIT A

EXHIBIT "A"



GEBERT FAMILY PARTNERSHIP, L.P. ETJ
VOL. 5237, PG. 477, D.R.D.C.T. A-448

A-649

A-1149

JEREMIAH IVY SURVEY
ABSTRACT No. 649

PRIVATE ROAD NO. 4716

DOYLE D. WOOD
VOL. 1460, PG. 837
D.R.D.C.T. ETJ

PORTION OF
FIRST TRACT
MITCHELL, MITCHELL & MITCHELL
PARTNERS, LTD.
VOL. 4498, PG. 2108, D.R.D.C.T.

JAMES L. EIDSON & VIVIAN BOLTON
95-R0043014, O.R.D.C.T.
ORDINANCE No. 18922-11-2009

ONETA HENRY
VOL. 4517, PG. 580
D.R.D.C.T.

SUBJECT

THE BETTY SUE BELLINGHAUSEN FAMILY TRUST,
CHARLES CLYDE BELLINGHAUSEN, TRUSTEE
2013-132480, O.R.D.C.T.
13.251 ACRES

ORDINANCE No. 18922-11-2009

DOYLE D. WOOD
AND WIFE
SUSAN D. WOOD
VOL. 1460, PG. 844
D.R.D.C.T.

ORDINANCE No. 13347

PETTY PLACE

PETTY PLACE

JAMES SMITH SURVEY
ABSTRACT No. 1149

LOT 3, BLOCK 1
SPEEDWAY
DISTRIBUTION CENTER
2012-90, O.R.D.C.T.

TEXAS MOTOR SPEEDWAY
CAB. V. PG. 493, P.R.D.C.T.

PARCEL No. 7
120' PUBLIC ACCESS & UTILITY EASEMENT
97-R0024349, O.R.D.C.T.

THREE WIDE
DRIVE

TERRY MELVIN HENRY
VOL. 4517, PG. 577
D.R.D.C.T.

LOT 4, BLOCK 3
SPEEDWAY DISTRIBUTION CENTER
2012-139, O.R.D.C.T.

TEXAS MOTOR SPEEDWAY
CAB. V. PG. 493, P.R.D.C.T.

CURRENT INCORPORATED AREA

13.251 ACRES TO BE ANNEXED

THIS EXHIBIT REPRESENTS AN
ACTUAL ON THE GROUND SURVEY

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2406 Mustang Drive, Grapevine, TX 76061
Metro (817) 329-4373
TBPLS FIRM No. 10021700



Scale: 1"=300'
Date: 10/29/2018
Job No.: 10781
Drafted: T. J. M.
Checked: J. S. B.

Joel S. Barton

Sheet
2
of
2

EXHIBIT A
ANNEXATION LEGAL DESCRIPTION
13.251-ACRES

BEING a tract of land situated in the James Smith Survey, Abstract No. 1149, Denton County, Texas, being that tract of land as described in deed to The Betty Sue Bellinghausen Family Trust, Charles Clyde Bellinghausen, Trustee, recorded in 2013-132480, Official Records, Denton County, Texas (ORDCT), and being more particularly described as follows:

COMMENCING at a 5/8" rebar found at the northeast corner of Petty Place right-of-way per dedication deed recorded in 2010-22890 & amended dedicatory certificate recorded in 2010-34605, ORDCT, the northwest corner of a tract of land as described in Final Judgment to FW Sports Authority, Inc., recorded in Volume 4960, Page 2270, DRDCT, the most westerly northwest corner of a remainder portion of Texas Motor Speedway, an addition to the City of Fort Worth, Denton County, Texas as recorded in Cabinet V, Page 493, Plat Records, Denton County, Texas, and the southwest corner of a tract of land as described in deed to Doyle D. Wood and wife Susan D. Wood, recorded in Volume 1460, Page 844, DRDCT, said point lying in the west line of Private Road No. 4716;

THENCE N 00°24'49" W, along the west line of said Private Road No. 4716, a distance of 531.19 feet (deeds 531.14 feet) to a point at the most westerly southwest corner of said Bellinghausen tract and the northwest corner of a tract of land as described in deed to Oneta Henry, recorded in Volume 4517, Page 580, DRDCT, said point lying in the east line of a remainder portion of the First Tract as described in deed to Mitchell, Mitchell & Mitchell, Partners, Ltd., recorded in Volume 4498, Page 2108, DRDCT, being the POINT OF BEGINNING of the herein described tract of land;

THENCE N 00°24'49" W, along the west line of said Private Road No. 4716, the west line of said Bellinghausen tract, and the east line of said Mitchell First Tract, a distance of 430.19 feet (deed 430.47) to a 1/2" rebar found at the northwest corner of said Bellinghausen tract and the southwest corner of a tract of land as described in deed to James L. Eidson & Vivian Bolton, recorded in 95-R0043314, ORDCT;

THENCE N 89°33'13" E, departing the west line of said Private Road No. 4716 and the east line of said Mitchell tract, along the north line of said Bellinghausen tract and the south line of said Eidson & Bolton tract, a distance of 1224.69 feet (deeds 1224.79 feet) to a 1/2" rebar found at the northeast corner of Bellinghausen tract and the southeast corner of said Eidson & Bolton tract;

THENCE S 00°12'25" E, along the east line of said Bellinghausen tract, a distance of 480.87 feet (deed 480.47 feet) to a 1/2" rebar found at the southeast corner of said Bellinghausen tract and the northeast corner of said Wood tract;

THENCE S 89°35'00" W, along the south line of said Bellinghausen tract and the north line of said Wood tract, a distance of 1005.02 feet (deeds 1005.27 feet) to a 1/2" rebar found at the most southerly southwest corner of said Bellinghausen tract, said point lying in the east line of said Henry

tract;

THENCE N 00°24'49" W, along a reentrant line of said Bellinghausen tract and the east line of said Henry tract, a distance of 50.03 feet (deed 50.0 feet) to a 1/2" rebar capped Goodwin & Marshall set at a reentrant corner of said Bellinghausen tract and the northeast corner of said Henry tract;

S 89°35'11" W, along a reentrant line of said Bellinghausen tract and the north line of said Henry tract, at a distance of 217.66 feet passing a 1/2" rebar found, continuing a total distance of 217.94 feet (deeds 217.80 feet) to the POINT OF BEGINNING and containing 13.251 acres of land.

NOTES:

1. This Property Description represents an actual on the ground survey.
2. Bearings are referenced to the final plat of Lots 1 & 2, Block A & Lot 2, Block 1, Speedway Distribution Center as recorded in 2009-31, Official Records, Denton County, Texas - NAD 83 (1993) datum.