

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS
AND TSL COMPANY HOLDING, LTD

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 TSL Company Holdings, Ltd. ("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 50.784 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-18-006 ("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 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.

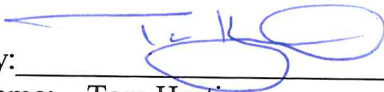
8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **NO WAIVER.**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

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

TSL COMPANY HOLDING, LTD

By: _____
Jesus "Jay" Chapa
Assistant City Manager

By:  _____
Name: Tom Hastings
Title: President

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 Nebraska §
County of Sarpy §

This instrument was acknowledged before me on the 04 day of March, 2019,
by Tom Hastings, President of on behalf of said
TSL Company Holdings, Ltd.

By: _____

Notary Public, State of Nebraska

State of Nebraska - General Notary LINDSEY M BOE My Commission Expires June 20, 2022

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

EXHIBIT A

North Tract

Being a 40.526 acre tract of land situated in the W.N. Sample Survey, Abstract No. 1207, Denton County, Texas, and being a portion of the remainder of Tract I, as described in the deed to William Scott Wilson and Jerry Lee Wilson, Jr, as filed in Instrument #2018-3114, Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described by meets and bounds as follows;

Commencing at a 5/8" iron bar found at the Southeast corner of said Wilson tract, said point also being the Southeast corner of said Sample Survey;

Thence N 00°30'26" E, along the East line of said Wilson tract, the West line of tract of land described in deed to OLP Real Estate, Ltd., as filed in Instrument No. 2007-55420, D.R.D.C.T., and also being a boundary line agreement that runs north as filed in Volume 1708, Page 983, D.R.D.C.T, and along and near a wire fence, a distance of 504.62 feet to a 5/8" iron bar at the Southeast corner of a tract of land described in deed to the City of Fort Worth as filed in instrument No. 2006-62175, D.R.D.C.T. for the south right of way line of FM Highway 156;

Thence N 00°20'46" E, along the East line of said Wilson tract, the West line of said OLP Real Estate Ltd. tract and along said boundary line agreement, a distance of 219.94 feet to the Northeast corner of said City of Fort Worth tract, which a 5/8" iron bar bears N 52°22'29" E a distance of 0.46 feet, said point also being the Point of Beginning;

Thence N 00°28'56" E, along the East line of said Wilson tract, the West line of said OLP Real Estate Ltd. tract, along said boundary line agreement and along and near said wire fence, a distance of 1563.31 feet to a 5/8" iron rod with cap stamped "TNP" from which the southernmost Northeast corner of said Wilson Tract bears N 00°27'03" E, a distance of 695.99 feet to a 1/2" iron rod with cap stamped "RPLS 2010;

Thence N 76°27'49" W, over and across said Wilson tract, a distance of 1024.34 feet to a 5/8" iron bar with cap stamped "TNP", set in the West line of said Wilson tract and the apparent East line of a tract of land described as Tract 2 in deed to Alliance-156 Partners LP, as filed in Instrument No. 2010-110449, D.R.D.C.T.;

Thence S 00°30'02" W, along the West line of said Wilson tract and apparent East line of said Tract 2, a distance of 1902.70 feet to a point on the northerly FM Highway 156 right of way line and a point on the North line of said City of Fort Worth tract, from which a found 5/8" iron bar with cap stamped "Dunaway Assoc. LP" bears N 57°19'53" E, a distance of 0.28 feet;

Thence Easterly along said North right of way line, along the following three courses;

Thence Easterly along a non-tangent curve to the left, having a radius of 2211.83 feet, an arc length of 327.89 feet, and a chord which bears S 85°37'43" E, a distance of 327.59 feet to a Highway right of way monument;

Thence N 61°55'00" E, a distance of 45.39 feet to a Highway right of way monument;

Thence Easterly along a non-tangent curve to the left, having a radius of 2191.83 feet, an arc length of 643.34 feet and having a chord which bears N 80°44'04" E, a distance of 641.03 feet to the Point of Beginning, containing 40.526 acres.

South Tract

Being a 10.258 acre tract of land situated in the W.N. Sample Survey, Abstract No. 1207, Denton County, Texas, and being a portion of the remainder of Tract I, as described in the deed to William Scott Wilson and Jerry Lee Wilson, Jr, as filed in Instrument #2018-3114, Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described by meets and bounds as follows;

Beginning at a 5/8" iron bar found at the Southeast corner of said Wilson tract, said point also being the Southeast corner of said Sample Survey;

Thence N 00°30'26" E, along the East line of said Wilson tract, the West line of tract of land described in deed to OLP Real Estate, Ltd., as filed in Instrument No. 2007-55420, D.R.D.C.T., and also being a boundary line agreement that runs north as filed in Volume 1708, Page 983, D.R.D.C.T, and along and near a wire fence, a distance of 504.62 feet to a 5/8" iron bar at the Southeast corner of a tract of land described in deed to the City of Fort Worth as filed in instrument No. 2006-62175, D.R.D.C.T. for the south right of way line of FM Highway 156;

Thence Westerly along said South right of way line, along the following three courses;

Thence Westerly along a non-tangent curve to the right, having a radius of 2104.83 feet, an arc length of 80.32 feet and a chord which bears S 74°50'03" W, a distance of 80.32 feet to a Highway Right of Way monument;

Thence N 14°12'21" W a distance of 10.00 feet to a Highway Right of Way monument;

Thence Westerly along a non-tangent curve to the right, having a radius of 2391.83 feet, an arc length of 926.77 feet and having a chord which bears S 86°53'32" W, a distance of 920.99 feet, to a point on the West line of said Wilson tract and the apparent East line of a tract of land described as Tract 2 in deed to Alliance-156 Partners LP, as filed in Instrument No. 2010-110449, D.R.D.C.T. from which a found 5/8" iron bars bears N 78°41'58" W, a distance of 2.51 feet;

Thence S 00°30'02" W along said West line, a distance of 452.33 feet to a 5/8" iron bar found at the Southwest corner of said Wilson tract;

Thence N 89°29'08" E along the South line of said Wilson tract, a distance of 999.13 feet to the Point of Beginning, and containing 10.258 acres.

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).

EXHIBIT A

