

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF FORT WORTH, TEXAS AND**  
**MONTSERRAT HILLS, LLC**

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 Montserrat Hills, LLC. ("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 Tarrant County, Texas, which consists of approximately 245.923 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-19-004 ("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.** 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**

**MONTSERRAT HILLS, LLC.**

By: \_\_\_\_\_  
Jesus "Jay" Chapa  
Assistant City Manager

By: Donald L. Sivara, II Manager  
Donald L. Sivara, II  
Manager, Montserrat Properties, LLC

Approved as to Form and Legality:

\_\_\_\_\_  
Senior Assistant City Attorney

Attest:

\_\_\_\_\_  
Mary Kayser  
City Secretary

Approvals:  
M&C \_\_\_\_\_  
Ordinance No. \_\_\_\_\_

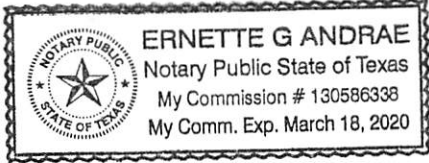
**State of Texas** §  
**County of Tarrant** §

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 Tarrant §



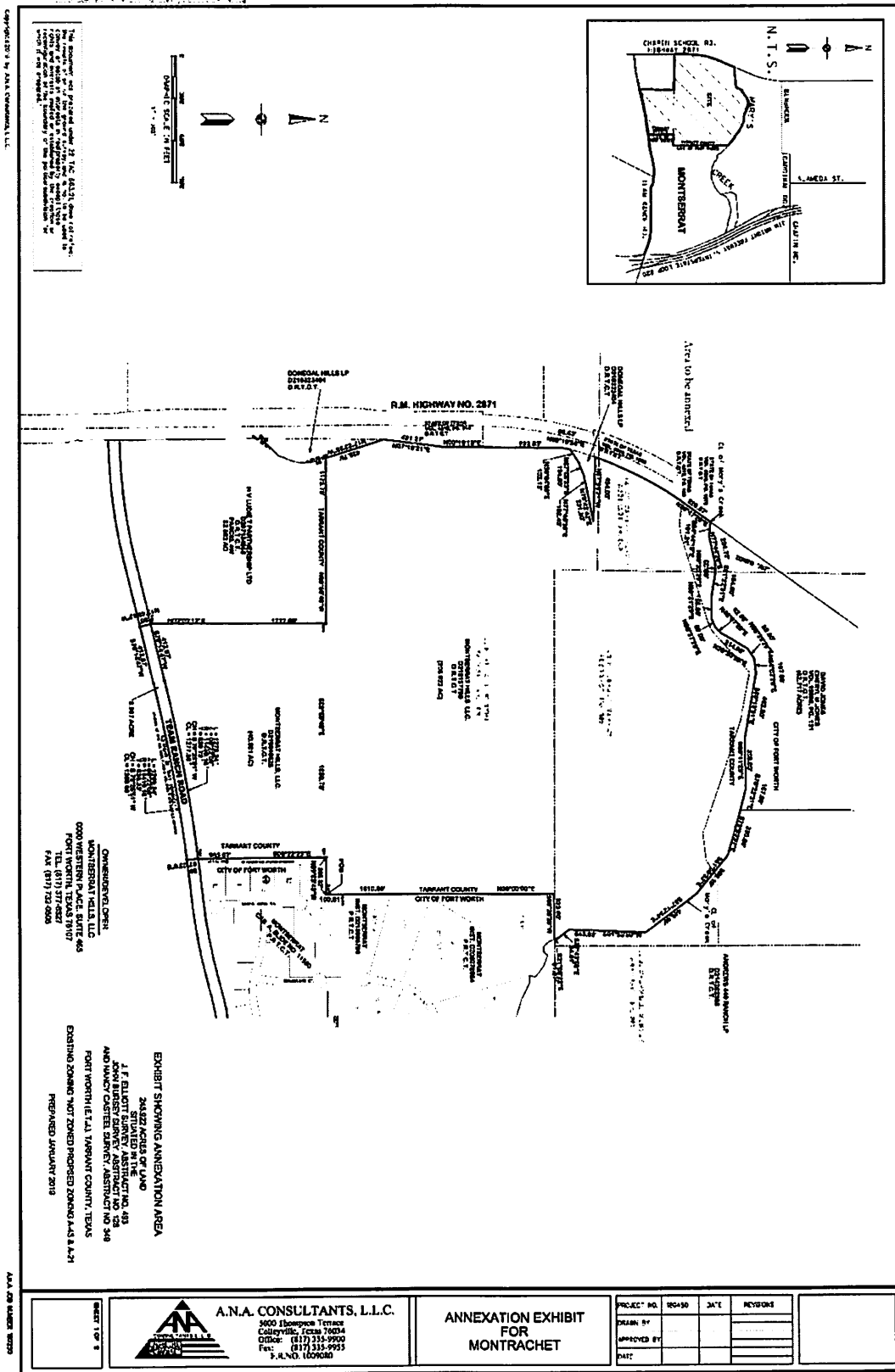
This instrument was acknowledged before me on the 7<sup>th</sup> day of March, 2019,  
by Donald L. Siratt, Manager of [Name of individual signing, title (if any)]  
on behalf of said Montserrat Hills, LLC.

By: 

Notary Public, State of Texas

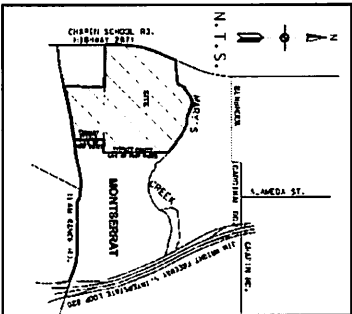
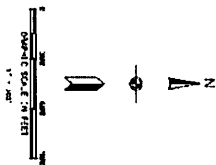
After Recording Return to:  
City Secretary  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102

# EXHIBIT A



Copyright © by A.N.A. CONSULTANTS, L.L.C.

The boundaries and proposed annexation area shown on this map were derived from a survey conducted by A.N.A. CONSULTANTS, L.L.C. on or about [DATE]. It is the responsibility of the user of this map to verify the accuracy of the information shown hereon. A.N.A. CONSULTANTS, L.L.C. does not warrant the accuracy or completeness of the information shown hereon. The user of this map shall be responsible for its use.



OWNER'S OFFICE:  
 MONTROCHET, L.L.C.  
 6000 WESTERN PALM, SUITE 449  
 FORT WORTH, TEXAS 76107  
 TEL: (817) 377-8282  
 FAX: (817) 372-8280

EXHIBIT SHOPPING ANNEXATION AREA  
 ZONING DISTRICT NO. 349  
 SITUATED IN THE  
 J.E. BILLOTT SURVEY, ABSTRACT NO. 493  
 AND  
 ANADWY CASSELL SURVEY, ABSTRACT NO. 349  
 FORT WORTH, TARRANT COUNTY, TEXAS  
 EXISTING ZONING NOT ZONED PROPOSED ZONING A-4.5 & A-21  
 PREPARED: JANUARY 2010

A.A. 08 NUMBER 2873

**A.N.A. CONSULTANTS, L.L.C.**  
 5600 Thompson Terrace  
 Colleyville, Texas 76034  
 Office: (817) 335-9900  
 Fax: (817) 335-9955  
 F.A.N.O. 1029020

**ANNEXATION EXHIBIT  
 FOR  
 MONTRACHET**

PROJECT NO.	REVISED	DATE	REVISIONS



**EXHIBIT A  
ANNEXATION LEGAL DESCRIPTION  
245.923-ACRES**

BEING 245.923 ACRE PARCEL OF LAND PARTIALLY SITUATED IN THE J. F. ELLIOTT SURVEY, ABSTRACT NUMBER 493, JOHN BURSEY SURVEY ABSTRACT NUMBER 128, AND NANCY CASTEEL SURVEY ABSTRACT NUMBER 349, TARRANT COUNTY, TEXAS, BEING A 205.922 ACRE TRACT OF LAND AS CONVEYED TO MONTSERRAT HILLS, LLC AS RECORDED IN INSTRUMENT NUMBER D218157799, DEED RECORDS OF TARRANT COUNTY, TEXAS AND 40.001 ACRE TRACT OF LAND DESCRIBED AS 27.436 ACRE TRACT DESCRIBED AS PARCEL 4E, IN DEED TO H.V. LUDIE T PARTNERSHIP LTD. AS RECORDED IN INSTRUMENT NUMBER D207134958, DEED RECORDS, TARRANT COUNTY, TEXAS, AND A PORTION OF THAT TRACT CALLED 52.582 ACRE TRACT DESCRIBED AS PARCEL 4W, IN DEED TO H.V. LUDIE T PARTNERSHIP LTD. AS RECORDED IN INSTRUMENT NUMBER D207134955, DEED RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 11, AND THE NORTHWEST MOST SOUTHERLY CORNER OF LOT 10, BLOCK 10, MONTSERRAT ADDITION AN ADDITION TO THE CITY OF FORT WORTH, AS RECORDED IN CABINET A, SLIDE 11550, PLAT RECORDS, TARRANT COUNTY, TEXAS;

**THENCE** NORTH 89 DEGREES 59 MINUTES 48 SECONDS WEST, 265.32 FEET WITH THE NORTH LINE OF SAID BLOCK 10, TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST MOST WESTERLY CORNER OF SAID MONTSERRAT ADDITION, AND THE NORTHEAST CORNER OF A PARCEL OF LINE DESCRIBED AS PARCEL 4 E IN DEED TO H V LUDIE T PARTNERSHIP LTD, AS RECORDED IN INSTRUMENT NUMBER D207134958, OF SAID DEED RECORDS;

**THENCE** SOUTH 00 DEGREES 22 MINUTES 23 SECONDS EAST, 905.07 FEET WITH THE WEST LINE OF SAID LOT B, TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 27.436 ACRE TRACT IN THE NORTH LINE OF TEAM RANCH ROAD (80 FOOT RIGHT-OF-WAY) AS RECORDED IN VOLUME 6596, PAGE 469, AND VOLUME 6596, PAGE 479, OF SAID DEED RECORDS FOR THE BEGINNING OF A CURVE TO LEFT;

**THENCE** 1278.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID TEAM RANCH ROAD, THROUGH A CENTRAL ANGLE OF 06 DEGREES 22 MINUTES 09 SECONDS WITH A RADIUS OF 11499.16 FEET, A TANGENT LENGTH OF 639.78 FEET AND A CHORD WHICH BEARS SOUTH 79 DEGREES 25 MINUTES 51 SECONDS WEST, 1277.58 FEET TO A 5/8 INCH IRON WITH YELLOW CAP STAMPED "ANA" SET;

**THENCE** SOUTH 76 DEGREES 14 MINUTES 47 SECONDS WEST, 412.67 FEET WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TEAM RANCH ROAD TO A 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED "ANA" SET FOR THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

**THENCE** NORTH 00 DEGREES 00 MINUTES 12 SECONDS EAST, 1237.60 FEET TO A 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED "ANA" FOUND FOR THE NORTHWEST CORNER OF SAID 40.001 ACRE TRACT IN THE SOUTH LINE OF SAID 205.922 ACRE TRACT;

**THENCE** NORTH 89 DEGREES 59 MINUTES 48 SECONDS WEST, 1174.38 FEET WITH THE COMMON LINE OF SAID 205.922 ACRE TRACT, AND THE REMAINDER OF SAID 52.582 ACRE TRACT TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 205.922 ACRE TRACT;

**THENCE** NORTH 17 DEGREES 22 MINUTES 35 SECONDS WEST, 428.76 FEET WITH THE WEST LINE OF SAID 205.922 ACRE TRACT TO A 5/8 INCH IRON FOUND FOR THE EAST RIGHT-OF-WAY LINE OF R.M. HIGHWAY NO. 2871 (VARIABLE WIDTH RIGHT-OF-WAY);

**THENCE** NORTH 07 DEGREES 16 MINUTES 21 SECONDS EAST, 421.27 FEET WITH THE WEST LINE OF 205.922 ACRE TRACT TO A 5/8 INCH IRON FOUND FOR THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871;

**THENCE** NORTH 00 DEGREES 19 MINUTES 16 SECONDS EAST, 833.83 FEET WITH THE WEST LINE OF SAID 205.922 ACRE TRACT TO A 5/8 INCH IRON FOUND FOR THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871;

**THENCE** NORTH 09 DEGREES 19 MINUTES 54 SECONDS EAST, 68.63 FEET WITH THE WEST LINE OF SAID 205.922 ACRE TRACT TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO DONEGAL HILLS L.P. BY DEED RECORDED IN INSTRUMENT NUMBER 210323404, OF SAID DEED RECORDS IN THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871;

**THENCE** NORTH 56 DEGREES 04 MINUTES 03 SECONDS EAST, 103.13 FEET WITH THE SOUTH LINE OF SAID DONEGAL HILLS L.P. TRACT;

**THENCE** NORTH 67 DEGREES 55 MINUTES 33 SECONDS EAST, 104.50 FEET WITH THE SOUTH LINE OF SAID DONEGAL HILLS L.P. TRACT;

**THENCE** NORTH 77 DEGREES 46 MINUTES 38 SECONDS EAST, 102.40 FEET WITH THE SOUTH LINE OF SAID DONEGAL HILLS L.P. TRACT;

**THENCE** NORTH 78 DEGREES 42 MINUTES 42 SECONDS EAST, 231.20 FEET WITH THE

SOUTH LINE OF SAID DONEGAL HILLS L.P. TRACT;

**THENCE** NORTH 87 DEGREES 55 MINUTES 21 SECONDS WEST, 454.06 FEET WITH THE NORTH LINE OF SAID DONEGAL HILLS L.P. TRACT TO THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871, AND THE BEGINNING OF A CURVE TO THE RIGHT;

**THENCE** 709.52 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT AND

ALONG THE WEST LINE OF SAID 205.922 ACRE TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871 THROUGH A CENTRAL ANGLE OF 16 DEGREE 28 MINUTES 52 SECONDS WITH A RADIUS OF 2466.64 FEET, A TANGENT LENGTH OF 357.23 FEET AND A CHORD WHICH BEARS NORTH 27 DEGREES 31 MINUTES 53 SECONDS EAST, 707.08 FEET;

**THENCE** NORTH 35 DEGREES 47 MINUTES 29 SECONDS EAST, 228.87 FEET WITH THE WEST LINE OF SAID ANDREWS 440 RANCH, L.P. TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871, TO THE MIDDLE OF MARY'S CREEK FOR THE NORTHWEST CORNER OF SAID ANDREWS 440 RANCH, L.P. TRACT AND HEREIN DESCRIBED TRACT AND BEING THE SOUTHWEST CORNER OF THE 52.717 ACRE TRACT DESCRIBED IN DEED TO CHERYL M. JONES RECORDED IN VOLUME 15898, PAGE 131, OF SAID DEED RECORDS;

**THENCE** EASTERLY ALONG THE MIDDLE OF SAID MARY'S CREEK AND THE NORTHERLY LINE OF SAID 205.922 ACRE TRACT, THE FOLLOWING:

NORTH 84 DEGREES 44 MINUTES 10 SECONDS EAST, 101.31 FEET;  
NORTH 77 DEGREES 44 MINUTES 29 SECONDS EAST, 204.70 FEET;  
NORTH 89 DEGREES 36 MINUTES 29 SECONDS EAST, 50.00 FEET;  
SOUTH 81 DEGREES 22 MINUTES 31 SECONDS EAST, 184.00 FEET;  
NORTH 89 DEGREES 31 MINUTES 29 SECONDS EAST, 156.00 FEET;  
NORTH 66 DEGREES 37 MINUTES 29 SECONDS EAST, 59.00 FEET;  
NORTH 46 DEGREES 07 MINUTES 29 SECONDS EAST, 62.00 FEET;  
NORTH 29 DEGREES 50 MINUTES 29 SECONDS EAST, 214.00 FEET;  
NORTH 55 DEGREES 23 MINUTES 29 SECONDS EAST, 88.00 FEET;  
NORTH 84 DEGREES 02 MINUTES 29 SECONDS EAST, 107.00 FEET;  
SOUTH 80 DEGREES 13 MINUTES 31 SECONDS EAST, 462.00 FEET;  
NORTH 89 DEGREES 11 MINUTES 29 SECONDS EAST, 358.00 FEET;

SOUTH 76 DEGREES 22 MINUTES 31 SECONDS EAST, 157.90 FEET TO THE SOUTHEAST CORNER OF SAID 52.717 ACRE TRACT;

**THENCE** SOUTHEASTERLY ALONG THE MIDDLE OF SAID MARY'S CREEK AND THE EASTERLY LINE OF HEREIN DESCRIBED TRACT, THE FOLLOWING:

SOUTH 73 DEGREES 50 MINUTES 57 SECONDS EAST, 330.68 FEET;  
SOUTH 51 DEGREES 08 MINUTES 32 SECONDS EAST, 356.19 FEET;  
SOUTH 37 DEGREES 12 MINUTES 34 SECONDS EAST, 446.40 FEET;

**THENCE** SOUTH 01 DEGREES 55 MINUTES 50 SECONDS WEST, 543.86 FEET TO THE NORTHEASTERLY LINE OF 1.384 ACRE TRACT DESCRIBED AS PLUS TRACT IN DEED TO ANDREWS 440 RANCH, L.P. AS RECORDED IN INSTRUMENT NUMBER D214282388 OF SAID DEED RECORDS;

**THENCE** SOUTH 37 DEGREES 42 MINUTES 58 SECONDS EAST, 94.81 FEET WITH THE NORTHEASTERLY LINE OF SAID 1.384 ACRE TRACT;

**THENCE** SOUTH 21 DEGREES 05 MINUTES 32 SECONDS EAST, 31.27 FEET WITH THE NORTHEASTERLY LINE OF SAID 1.384 ACRE TRACT TO THE NORTH LINE OF BLOCK 2, OF MONTSERRAT ADDITION AS RECORDED IN CABINET A, SLIDE 9237, PLAT RECORDS, TARRANT COUNTY, TEXAS;

**THENCE** SOUTH 89 DEGREES 26 MINUTES 29 SECONDS WEST, 323.00 FEET WITH THE SOUTH LINE OF SAID 1.384 ACRE TRACT AND THE NORTH LINE OF LOT A-10R-1 BLOCK 2, MONTSERRAT AS RECORDED IN INSTRUMENT NUMBER 206078654, OF SAID PLAT RECORDS, TO A 5/8 INCH IRON ROD WITH CAP STAMPED "ANA" FOUND FOR THE NORTHWEST CORNER OF SAID LOT A-10R-1;

**THENCE** SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1610.56 FEET WITH THE WEST LINE OF BLOCK 2, OF SAID MONTSERRAT 9237, AND SAID LOT 10, BLOCK 10, MONTSERRAT ADDITION AS RECORDED IN CABINET "A", SLIDE 11550, TO THE **POINT OF BEGINNING** AND CONTAINING 245.923 ACRES OF LAND.