

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FORT WORTH, TEXAS**

**AND**

**WAL-MART STORES EAST, LP**

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 WAL-MART STORES EAST, LP ("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**, Section 43.0671 of the Texas Local Government Code 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 163.99 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-23-011 ("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 comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to the level of service contemplated or projected in the area.
  - 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 Development Services 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**

By: \_\_\_\_\_

Name: Dana Burghdoff

Title: Assistant City Manager

Approved as to Form and Legality:

\_\_\_\_\_

Name: Melinda Ramos

Deputy City Attorney

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
City Secretary

Approvals:

M&C: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

\_\_\_\_\_  
Name: D. Stuart Campbell

Contract Compliance Manager

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal  
corporation, on behalf of said corporation.

By: \_\_\_\_\_

Notary Public, State of Texas

**WAL-MART STORES EAST, LP**

By: 

Name: Noel Noriega

Title: Director, Construction

State of Arkansas §

County of Benton §

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 2024,  
by Noel Noriega, Director, Construction, on behalf of WAL-MART STORES EAST, LP.

By: 

Notary Public, State of Arkansas

LINDA STELLJES NOTARY PUBLIC BENTON COUNTY, ARKANSAS COMM. EXP. 12/01/27 COMMISSION NO. 12703323
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After Recording Return to:  
City Secretary  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102



**EXHIBIT A**  
**Property Description**

Tract 1:

Being a 158.924 acre (6,922,723 square feet) tract of land situated in the Dan H. Dixon Survey, Abstract No. 442, the James F. Elliott Survey, Abstract No. 495, the G. H. & H. R. RR Co Survey, Abstract No. 623 and the McKinney & Williams Survey, Abstract No. 1117, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 126.467 acre tract of land, described as Tract 3, and a called 258.444 acre tract of land, described as Tract 4, conveyed to PMB I20 Land LP as recorded in Instrument No. D221321297 of the Official Public Records of Tarrant County, Texas, said 158.924 acre (6,922,723 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the southeast corner of said Tract 3 and the southwest corner of a called 500.469 acre tract of land, described as Parcel No. 6, conveyed to H V Ludie T Partnership, Ltd. as recorded in Instrument No. D207134957 of said Official Public Records of Tarrant County, Texas, said 5/8 inch iron rod with cap stamped "LJA SURVEYING" being in the right-of-way of Aledo Road (a variable width right-of-way), said 5/8 inch iron rod with cap stamped "LJA SURVEYING" having grid coordinates of N=6,930,864.01 and E=2,281,057.25;

THENCE South 81 degrees 17 minutes 51 seconds West, with the south line of said Tract 3 and with said right-of-way of Aledo Road, a distance of 166.44 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 83 degrees 18 minutes 11 seconds West, with the south line of said Tract 3 and with said right-of-way of Aledo Road, a distance of 199.72 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 85 degrees 15 minutes 37 seconds West, with the south line of said Tract 3 and with said right-of-way of Aledo Road, a distance of 199.86 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 87 degrees 28 minutes 09 seconds West, with the south line of said Tract 3 and with said right-of-way of Aledo Road, a distance of 199.73 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most southerly southwest corner of said Tract 3 and the most southerly southeast corner of a called 93.857 acre tract of land conveyed to PMB Team Ranch Devco LLC as recorded in Instrument No. D221321298 of said Official Public Records of Tarrant County, Texas;

THENCE North 00 degrees 00 minutes 00 seconds West, with a west line of said Tract 3 and with an east line of said called 93.857 acre tract of land, a distance of 430.18 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most northerly southwest corner of said Tract 3 and the most northerly southeast corner of said called 93.857 acre tract of land,

THENCE North 61 degrees 30 minutes 00 seconds West, with a southwest line of said Tract 3 and

with a northeast line of said called 93.857 acre tract of land, a distance of 820.33 feet to 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE North 01 degrees 20 minutes 58 seconds East, with a west line of said Tract 3 and with an east line of said called 93.857 acre tract of land, a distance of 129.06 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE North 20 degrees 52 minutes 18 seconds West, with a southwest line of said Tract 3 and with an northeast line of said called 93.857 acre tract of land, a distance of 655.52 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 51 degrees 24 minutes 33 seconds West, with a southeast line of said Tract 3 and with a northwest line of said called 93.857 acre tract of land, a distance of 49.40 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 50 degrees 30 minutes 38 seconds West, with a southeast line of said Tract 3 and with a northwest line of said called 93.857 acre tract of land, a distance of 127.12 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE North 29 degrees 35 minutes 23 seconds West, a distance of 79.39 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 20 degrees 33 minutes 48 seconds West, a distance of 405.11 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 44 degrees 06 minutes 58 seconds West, a distance of 375.47 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 29 degrees 59 minutes 53 seconds West, a distance of 428.04 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 40 degrees 30 minutes 31 seconds West, a distance of 366.43 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 27 degrees 44 minutes 55 seconds West, passing at a distance of 63.00' feet, the north line of said Tract 3 and the south line of said Tract 4, in all, a distance of 629.89 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 1,476.15 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner in the west line of said Tract 4 and in the east line of RM 2871/Chapin School Road (a variable width right-of-way), from which a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most northerly and westerly northwest corner of said called 93.857 acre tract of land bears South 00 degrees 20 minutes 10 seconds East, a distance of 315.29 feet, said 5/8 inch iron rod with cap stamped "LJA SURVEYING" being the southwest corner of said Tract 4;

THENCE North 00 degrees 20 minutes 10 seconds West, with the west line of said Tract 4 and with the east line of said RM 2871/Chapin School Road, a distance of 78.00 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner, from which a 5/8 inch iron rod found for the most southerly and westerly northwest corner of said Tract 4 bears North 00 degrees 20 minutes 10 seconds West, a distance of 1,697.05 feet, said 5/8 inch iron rod being the intersection of the east line of said RM 2871/Chapin School Road with the southerly line of IH 20 (a variable width right-of-way);

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 1,572.09 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for the beginning of a curve to the left having a radius of 591.22 feet, a delta of 17 degrees 10 minutes 08 seconds, and whose chord bears North 81 degrees 56 minutes 26 seconds East, a chord distance of 176.50 feet;

THENCE Easterly, with said curve to the left, an arc distance of 177.16 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 73 degrees 20 minutes 50 seconds East, a distance of 203.95 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE South 16 degrees 39 minutes 10 seconds East, a distance of 74.73 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 73 degrees 20 minutes 50 seconds East, a distance of 250.67 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for the beginning of a curve to the left having a radius of 890.00 feet, a delta of 11 degrees 52 minutes 40 seconds, and whose chord bears North 67 degrees 24 minutes 30 seconds East, a chord distance of 184.17 feet;

THENCE Northeasterly, with said curve to the left, an arc distance of 184.50 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 61 degrees 28 minutes 10 seconds East, a distance of 1,441.09 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner in the northeast line of said Tract 4 and in the southwest line of said Parcel No. 6, from which a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for an interior ell corner of said Tract 4 and an exterior ell corner of said Parcel No. 6 bears North 28 degrees 31 minutes 57 seconds West, a distance of 493.75 feet;

THENCE South 28 degrees 31 minutes 57 seconds East, with the northeast line of said Tract 4 and with the southwest line of said Parcel No. 6, passing at a distance of 1,618.76 feet, a calculated point for northeast corner of said Tract 3 and the southeast corner of said Tract 4, in all, a distance of 2,546.30 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for an exterior ell corner of said Tract 3 and an interior ell corner of said Parcel No. 6;

THENCE South 61 degrees 28 minutes 01 seconds West, with a southeast line of said Tract 3 and with a northwest line of said Parcel No. 6, a distance of 1,248.72 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for an interior ell corner of said Tract 3 and an exterior ell corner of said Parcel No. 6;

THENCE South 28 degrees 31 minutes 59 seconds East, with a southwest line of said Tract 3 and with a northwest line of said Parcel No. 6, a distance of 1,581.35 feet to the POINT OF BEGINNING, and containing 6,922,723 square feet or 158.924 acres of land, of which approximately 39,791 square feet lies within the right-of-way of Aledo Road, leaving a net area of 6,882,932 square feet or 158.010 acres of land, more or less.

Tract 2:

Being a 5.980 acre (260,472 square feet) tract of land situated in the Dan H. Dixon Survey, Abstract No. 442, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 93.857 acre tract of land conveyed to PMB Team Ranch Devco LLC as recorded in Instrument No. D221321298 of the Official Public Records of Tarrant County, Texas, said 5.980 acre (260,472 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner in an east line of said called 93.857 acre tract of land and in a west line of a called 126.467 acre tract of land, described as Tract 3, conveyed to PMB I20 Land LP as recorded in Instrument No. D221321297 of said Official Public Records of Tarrant County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" having grid coordinates of N=6,930,887.07 and E=2,280,295.75, from which a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most southerly southeast corner of said called 93.857 acre tract of land and the most southerly southwest corner of said Tract 3, bears South 00 degrees 00 minutes 00 seconds East, a distance of 96.87 feet, said 5/8 inch iron rod with cap stamped "LJA SURVEYING" found being in the right-of-way of Aledo Road (a variable width undedicated right-of-way);

THENCE North 51 degrees 17 minutes 40 seconds West, a distance of 264.68 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 52 degrees 40 minutes 54 seconds West, a distance of 370.40 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 55 degrees 36 minutes 39 seconds West, a distance of 247.26 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 08 degrees 11 minutes 50 seconds West, a distance of 255.96 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 35 degrees 58 minutes 45 seconds West, a distance of 171.42 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 29 degrees 35 minutes 23 seconds West, a distance of 497.75 feet to a calculated point for corner in a northwest line of said called 93.857 acre tract of land and in a southeast line of said Tract 3;

THENCE North 50 degrees 30 minutes 38 seconds East, with a northwest line of said called 93.857 acre tract of land and with a southeast line of said Tract 3, a distance of 127.12 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE North 51 degrees 24 minutes 33 seconds East, with a northwest line of said called 93.857 acre tract of land and with a southeast line of said Tract 3, a distance of 49.40 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 20 degrees 52 minutes 18 seconds East, with a northeast line of said called 93.857 acre tract of land and with a southwest line of said Tract 3, a distance of 655.52 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 01 degrees 20 minutes 58 seconds West, with an east line of said called 93.857 acre tract of land and with a west line of said Tract 3, a distance of 129.06 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 61 degrees 30 minutes 00 seconds East, with a northeast line of said called 93.857 acre tract of land and with a southwest line of said Tract 3, a distance of 820.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most northerly southeast corner of said called 93.857 acre tract of land and the most northerly southwest corner of said Tract 3;

THENCE South 00 degrees 00 minutes 00 seconds East, with an east line of said called 93.857 acre tract of land and with a west line of said Tract 3, a distance of 333.31 feet to the POINT OF BEGINNING, and containing 260,472 square feet or 5.980 acres of land, more or less.