

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

QUAIL VALLEY DEVCO V, 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 QUAIL VALLEY DEVCO V, 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, 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 PARKER County, Texas, which consists of approximately 238.8 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-23-009 ("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: _____

Assistant City Manager

Approved as to Form and Legality:

By: _____

Name: _____

Deputy City Attorney

By: _____

Name: _____

Contract Manager

By: _____

Name: _____

City Secretary

Approvals:

M&C: By: _____

Ordinance No. By: _____

State of Texas _____§

County of Tarrant _____§

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

By: _____

Notary Public, State of Texas

QUAIL VALLEY DEVCO V, LLC

By: _____

Name: Seth Carpenter

Title: Vice President

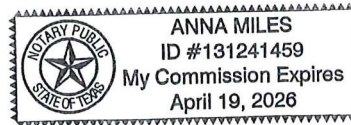
State of Texas §

County of Dallas §

This instrument was acknowledged before me on the 11 day of March,
2025, by Seth Carpenter, Vice President on behalf of Quail Valley Devco V, LLC.

By: _____

Notary Public, State of TX



WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
ANNEXATION BOUNDARY

LAND DESCRIPTION:

BEING a 238.8 acre tract of land situated in the Houston Tap & Brazoria Railroad Company Survey, Abstract No. 647, the G.E. & AH Tandy Survey, Abstract No. 2356, the I & G.N. Railroad Company Survey, Abstract No. 1995 and the I & G.N. Railroad Company Survey, Abstract No. 1996, and being a portion of that certain tract of land described by Special Warranty Deed to Walsh Ranches Limited Partnership, recorded in Volume 1699, Page 1765 of the Deed Records of Parker County, Texas (D.R.P.C.T.) and Volume 12624, Page 92 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with plastic cap stamped "DUNAWAY" found on the southerly line of said Walsh Ranches Limited Partnership tract, said point being in the north right-of-way line of Interstate Highway 20 Frontage Road (variable width right-of-way) as recorded under Volume 584, Page 742 (D.R.P.C.T.), said point also being in a curve to the right having a central angle of 02 degrees 16 minutes 20 seconds, a radius of 5,815.38 feet, and being subtended by a 230.62 foot chord which bears South 69 degrees 55 minutes 41 seconds East;

THENCE with the common south line of said Walsh Ranches Limited Partnership tract, the north line of said Interstate Highway 20 Frontage Road, and said curve to the right, passing at an arc distance of 155.53 feet, the most southerly west corner of a tract of land described by Special Warranty Deed to Quail Valley Devco VLO, LLC, recorded in Document No. 202148529 of the Official Public Records of Parker County, Texas (O.P.R.P.C.T.), and continuing for a total arc distance of 230.64 to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found for the **POINT OF BEGINNING** of the herein described tract, same being the most southerly east corner of said Quail Valley Devco VLO tract;

THENCE departing said common line and with an easterly line of said Quail Valley Devco VLO tract the following courses:

North 24 degrees 52 minutes 59 seconds West, a distance of 28.77 feet, to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

North 19 degrees 07 minutes 27 seconds East a distance of 180.05 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found at the beginning of a curve to the right having a central angle of 21 degrees 14 minutes 03 seconds, a radius of 566.50 feet, and being subtended by a 208.75 foot chord which bears North 29 degrees 44 minutes 29 seconds East;

with said curve to the right, an arc distance of 209.95 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

North 40 degrees 21 minutes 30 seconds East a distance of 937.55 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found at the beginning of a curve to the left having a central angle of 36 degrees 36 minutes 28 seconds, a radius of 1,005.00 feet, and being subtended by a 631.25 foot chord which bears North 22 degrees 03 minutes 16 seconds East;

WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
ANNEXATION BOUNDARY

with said curve to the left, an arc distance of 642.12 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

North 03 degrees 45 minutes 02 seconds East, a distance of 330.01 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found for an interior ell corner of said Quail Valley Devco VLO tract, same being the most northerly east corner of the herein described tract;

THENCE with a southerly line of said Quail Valley Devco VLO tract, the following courses:

North 90 degrees 00 minutes 00 seconds East, a distance of 540.09 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

North 30 degrees 00 minutes 00 seconds East, a distance of 200.00 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" set;

North 90 degrees 00 minutes 00 seconds East, a distance of 615.00 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found, same being a common southeasterly corner of said Quail Valley Devco VLO tract and the southwest corner of the Final Plat of Walsh Ranch-Quail Valley, an addition to Parker County, Texas as recorded in Cabinet E, Slide 488 and Document No. 202006529 (O.P.R.P.C.T.);

THENCE with the south line of said Walsh Ranch-Quail Valley Final Plat, the following courses:

South 82 degrees 36 minutes 00 seconds East, a distance of 595.49 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

North 15 degrees 00 minutes 00 seconds East, a distance of 122.79 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

South 89 degrees 57 minutes 18 seconds East, a distance of 356.47 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

South 50 degrees 52 minutes 58 seconds East, a distance of 606.38 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

South 80 degrees 31 minutes 43 seconds East a distance of 636.55 feet to a 5/8 inch iron rod with plastic cap stamped "Huitt-Zollars" found;

North 86 degrees 01 minutes 03 seconds East, a distance of 280.26 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 08 degrees 47 minutes 31 seconds, a radius of 231.00 feet, and being subtended by a 35.41 foot chord which bears South 04 degrees 23 minutes 45 seconds East;

THENCE departing said south line and over and across said Walsh Ranches Limited Partnership tract the following courses:

WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
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with said curve to the right, an arc distance of 35.45 feet to a point for corner;

South 00 degrees 00 minutes 00 seconds West, a distance of 408.39 feet to a point for corner at the beginning of a curve to the left having a central angle of 10 degrees 00 minutes 00 seconds, a radius of 859.00 feet, and being subtended by a 149.73 foot chord which bears South 05 degrees 00 minutes 00 seconds East;

with said curve to the left, an arc distance of 149.92 feet to a point for corner;

South 10 degrees 00 minutes 00 seconds East a distance of 100.00 feet to a point for corner at the beginning of a curve to the left having a central angle of 09 degrees 30 minutes 00 seconds, a radius of 969.00 feet, and subtended by a 160.48 foot chord which bears South 14 degrees 45 minutes 00 seconds East;

with said curve to the left, an arc distance of 160.67 feet to a point for corner;

South 19 degrees 30 minutes 00 seconds East a distance of 49.00 feet to a point for corner;

South 64 degrees 30 minutes 00 seconds East a distance of 21.21 feet to a point for corner;

South 19 degrees 30 minutes 00 seconds East a distance of 52.00 feet to a point for corner;

South 25 degrees 30 minutes 00 seconds West a distance of 21.21 feet to a point for corner;

South 70 degrees 30 minutes 00 seconds West a distance of 62.00 feet to a point for corner;

North 64 degrees 30 minutes 00 seconds West a distance of 21.21 feet to a point for corner;

South 70 degrees 30 minutes 00 seconds West a distance of 54.00 feet to a point for corner at beginning of a curve to the left having a central angle of 02 degrees 42 minutes 36 seconds, a radius of 1,174.00 feet, and being subtended by a 55.52 foot chord which bears South 69 degrees 08 minutes 42 seconds West;

with said curve to the left, an arc distance of 55.53 feet to a point for corner;

WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
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South 22 degrees 12 minutes 36 seconds East a distance of 74.19 feet to a point for corner;

South 19 degrees 30 minutes 00 seconds East a distance of 210.00 feet to a point for corner;

South 19 degrees 25 minutes 15 seconds East a distance of 59.65 feet to a point for corner;

South 07 degrees 11 minutes 34 seconds East a distance of 61.35 feet to a point for corner;

South 06 degrees 42 minutes 16 seconds East a distance of 122.78 feet to a point for corner;

South 01 degrees 35 minutes 32 seconds West a distance of 47.57 feet to a point for corner;

South 09 degrees 53 minutes 20 seconds West a distance of 122.78 feet to a point for corner;

South 07 degrees 33 minutes 35 seconds West a distance of 48.77 feet to a point for corner;

South 20 degrees 30 minutes 00 seconds West a distance of 192.50 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 01 degrees 14 minutes 55 seconds, a radius of 4,765.00 feet, and being subtended by a 103.84 foot chord which bears South 70 degrees 42 minutes 13 seconds East;

with said curve to the right, an arc distance of 103.84 feet to a point for corner;

North 67 degrees 38 minutes 50 seconds East a distance of 22.17 feet to a point for corner;

South 69 degrees 30 minutes 00 seconds East a distance of 63.87 feet to a point for corner;

South 26 degrees 38 minutes 50 seconds East a distance of 22.17 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 07 minutes 57 seconds, a radius of 4,765.00 feet, and being subtended by a 11.02 foot chord which bears South 68 degrees 51 minutes 16 seconds East;

with said curve to the right, an arc distance of 11.02 feet to a point for corner;

WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
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South 21 degrees 12 minutes 43 seconds West a distance of 52.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 01 minutes 21 seconds, a radius of 4,713.00 feet, and being subtended by a 1.84 foot chord which bears North 68 degrees 47 minutes 57 seconds West;

with said curve to the left, an arc distance of 1.84 feet to a point for corner;

South 58 degrees 52 minutes 48 seconds West a distance of 18.38 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 01 degrees 27 minutes 51 seconds, a radius of 429.00 feet, and being subtended by a 10.96 foot chord which bears South 04 degrees 55 minutes 39 seconds West;

with said curve to the left, an arc distance of 10.96 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 09 degrees 40 minutes 54 seconds, a radius of 491.00 feet, and being subtended by an 82.87 foot chord which bears South 09 degrees 02 minutes 10 seconds West;

with said curve to the right an arc distance of 82.97 feet to a point for corner;

South 27 degrees 04 minutes 43 seconds East a distance of 14.97 feet to a point for corner;

South 15 degrees 58 minutes 58 seconds West a distance of 16.07 feet to a point for corner;

South 64 degrees 27 minutes 07 seconds West a distance of 13.65 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 24 minutes 49 seconds, a radius of 491.00 feet, and being subtended by a 20.68 foot chord which bears South 19 degrees 17 minutes 35 seconds West;

with said curve to the right, an arc distance of 20.68 feet to a point for corner;

South 20 degrees 30 minutes 00 seconds West a distance of 85.36 feet to a point for corner;

South 24 degrees 01 minutes 38 seconds East a distance of 14.26 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 06 minutes 05 seconds, a radius of 4,455.00 feet, and being subtended by a 7.89 foot chord which bears South 68 degrees 26 minutes 46 seconds East;

with said curve to the right, an arc distance of 7.89 feet to a point for corner;

South 21 degrees 36 minutes 17 seconds West a distance of 110.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 21 degrees 36 minutes 17 seconds, a radius of 4,345.00 feet, and being subtended by a 1,628.69 foot chord which bears North 79 degrees 11 minutes 52 seconds West;

with said curve to the left, an arc distance of 1,638.38 feet to a point for corner;

WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
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North 90 degrees 00 minutes 00 seconds West a distance of 150.00 feet to a point for corner at the beginning of a curve to the right having a central angle of 06 degrees 23 minutes 35 seconds, a radius of 2,455.00 feet, and being subtended by a 273.79 foot chord which bears North 86 degrees 48 minutes 12 seconds West;

with said curve to the right, an arc distance of 273.93 feet to a point for corner;

South 51 degrees 55 minutes 48 seconds West a distance of 14.25 feet to a point for corner;

South 07 degrees 21 minutes 00 seconds West a distance of 221.35 feet to a point for corner at the beginning of a curve to the left having a central angle of 43 degrees 20 minutes 30 seconds, a radius of 25.00 feet, and being subtended by an 18.46 foot chord which bears South 14 degrees 19 minutes 15 seconds East;

with said curve to the left, an arc distance of 18.91 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 182 degrees 27 minutes 50 seconds, a radius of 52.00 feet, and being subtended by a 103.98 foot chord which bears South 55 degrees 14 minutes 25 seconds West;

with said curve to the right-left an arc distance of 165.60 feet to a point for corner;

South 08 degrees 47 minutes 10 seconds West a distance of 264.49 feet to a point for corner in the common south line of said Walsh Ranches Limited Partnership tract and the north line of said Interstate Highway 20 Frontage Road;

THENCE with said common line the following courses:

North 78 degrees 57 minutes 26 seconds West a distance of 111.74 feet to a 3-inch Brass Monument stamped "TxDOT" found at the beginning of a curve to the right having a central angle of 10 degrees 27 minutes 29 seconds, a radius of 5,693.90 feet, and being subtended by a 1,037.85 foot chord which bears North 73 degrees 43 minutes 41 seconds West;

WALSH RANCH - QUAIL VALLEY - PLANNING AREA 5
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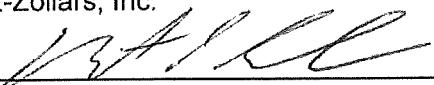
with said curve to the right, an arc distance of 1,039.29 feet to a 3-inch Brass Monument stamped "TxDOT" found;

THENCE North 67 degrees 25 minutes 24 seconds West a distance of 1,369.53 feet to a 5/8 inch iron rod with plastic cap stamped "DUNAWAY" found at the beginning of a curve to the left having a central angle of 01 degrees 22 minutes 07 seconds, a radius of 5,815.38 feet, and being subtended by a 138.91 foot chord which bears North 68 degrees 06 minutes 27 seconds West;

THENCE with said curve to the left, an arc distance of 138.92 feet to the **POINT OF BEGINNING**, and containing 10,401,296 Square feet or 238.8 acres of land, more or less.

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum 1983 (2011). All distances are surface values and can be converted to grid values by dividing by the combined scale factor of 1.00015539999.

For Huitt-Zollars, Inc.



Mitchell S. Pillar
Registered Professional Land Surveyor
Texas Registration No. 5491
Huitt-Zollars, Inc.
TBPELS Firm Registration No. 10025600
5430 LBJ Freeway, Suite 1500
Dallas, Texas 75240
(214) 871-3311
pillar@huitt-zollars.com Date: October 4, 2023

