MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF FORT WORTH, TEXAS

AND

FW CLUB 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 FW Club 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 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 443.445 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-26-008 ("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: Jesica L. McEachern
Assistant City Manager

Approved as to Form and Legality:

By: _____

Name: Melinda Ramos
Deputy City Attorney

By: _____

Name: _____
Contract Manager

By: _____

Name: Jannette S. Goodall
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 _____, 2026, by Jesica L. McEachern, Assistant City Manager of the City of Fort Worth, a Texas municipal corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

FW CLUB LP,
a Texas limited partnership

By: PMB DLC FW GP, LLC
a Delaware limited liability company,
its Managing Member

By: _____
Name: K. Taylor Baird
Title: Manager

State of Texas §

County of Dallas §

This instrument was acknowledged before me on the 11 day of August, 2026, by K. Taylor Baird, Manager, on behalf of said company.

By: _____

Notary Public, State of Texas.



EXHIBIT A

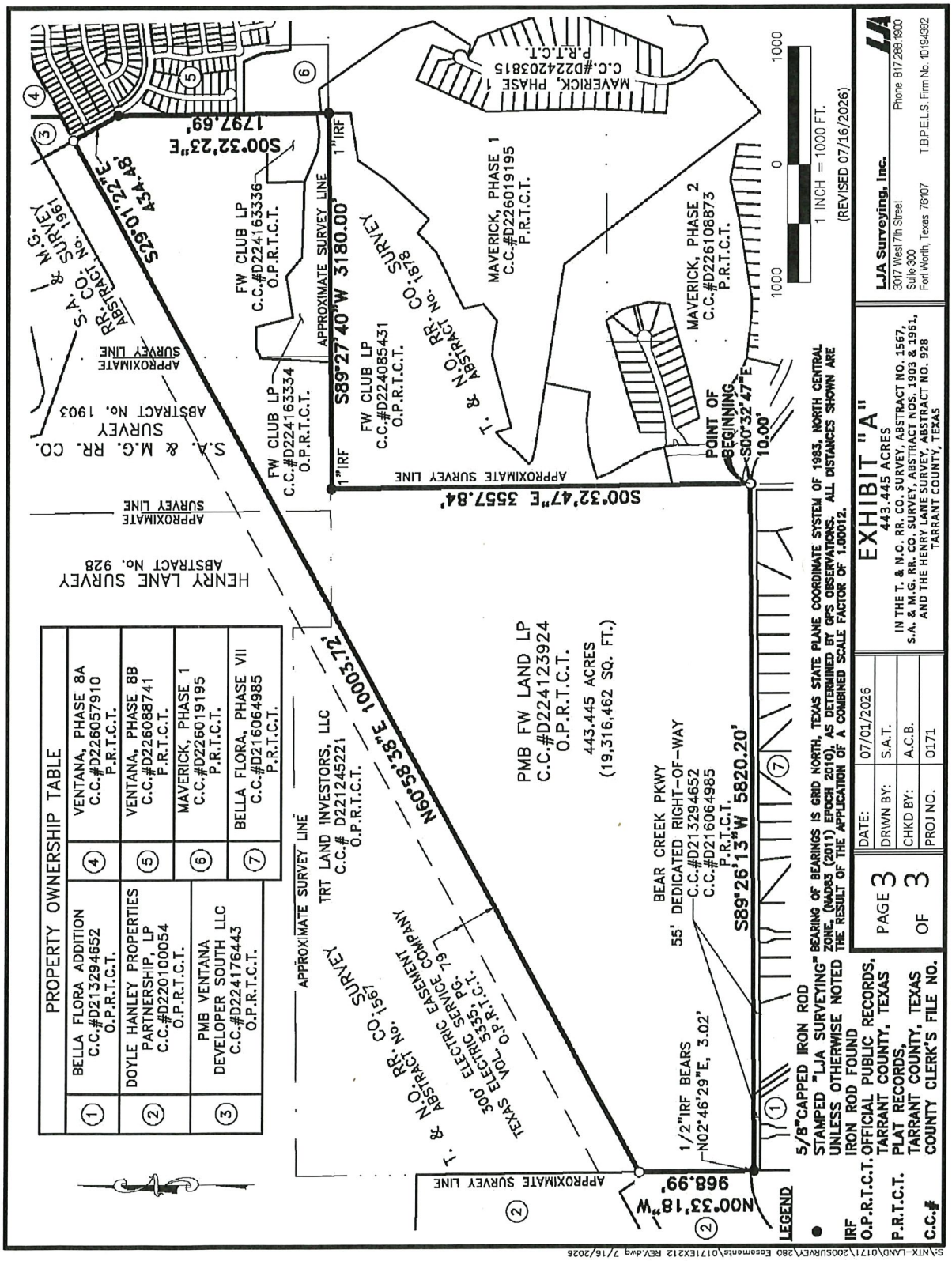

EXHIBIT "A"
443.445 ACRES
IN THE T. & N.O. RR. CO. SURVEY, ABSTRACT NO. 1567,
S.A. & M.G. RR. CO. SURVEY, ABSTRACT NOS. 1903 & 1961,
AND THE HENRY LANE SURVEY, ABSTRACT NO. 928
TARRANT COUNTY, TEXAS
(REVISED 07/16/2026)
LJA Surveying, Inc.
3017 West 7th Street
Suite 300
Fort Worth, Texas 76107
Phone 817.288.1800
T.B.P.E.L.S. Firm No. 10194382
1 INCH = 1000 FT.
1000 0 1000
PROPERTY OWNERSHIP TABLE
① BELLA FLORA ADDITION C.C.#D213294652 O.P.R.T.C.T.
② DOYLE HANLEY PROPERTIES PARTNERSHIP, LP C.C.#D220100054 O.P.R.T.C.T.
③ PMB VENTANA DEVELOPER SOUTH LLC C.C.#D224176443 O.P.R.T.C.T.
④ VENTANA, PHASE 8A C.C.#D226057910 P.R.T.C.T.
⑤ VENTANA, PHASE 8B C.C.#D226088741 P.R.T.C.T.
⑥ MAVERICK, PHASE 1 C.C.#D226019195 P.R.T.C.T.
⑦ BELLA FLORA, PHASE VII C.C.#D216064985 P.R.T.C.T.
PAGE 3 OF 3
DATE: 07/01/2026
DRWN BY: S.A.T.
CHKD BY: A.C.B.
PROJ NO. 0171
LEGEND
IRF 5/8"CAPPED IRON ROD STAMPED "LJA SURVEYING" UNLESS OTHERWISE NOTED
O.P.R.T.C.T. IRON ROD FOUND
P.R.T.C.T. OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS
C.C.# PLAT RECORDS, TARRANT COUNTY, TEXAS
COUNTY CLERK'S FILE NO.
"BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE THE RESULT OF THE APPLICATION OF A COMBINED SCALE FACTOR OF 1.00012.
PMB FW LAND LP C.C.#D224123924 O.P.R.T.C.T. 443.445 ACRES (19,316,462 SQ. FT.)
TRT LAND INVESTORS, LLC C.C.# D221245221 O.P.R.T.C.T.
BEAR CREEK PKWY 55' DEDICATED RIGHT-OF-WAY C.C.#D213294652 C.C.#D216064985 O.P.R.T.C.T.
TEXAS ELECTRIC SERVICE CO. 30' ELECTRIC EASEMENT VOL. 5355, P.R.T.C.T.
FW CLUB LP C.C.#D224163336 O.P.R.T.C.T.
FW CLUB LP C.C.#D224085431 O.P.R.T.C.T.
MAVERICK, PHASE 1 C.C.#D226019195 P.R.T.C.T.
MAVERICK, PHASE 2 C.C.#D226108873 P.R.T.C.T.
C.C.#D224203815 P.R.T.C.T.
MAVERICK, PHASE 1
POINT OF BEGINNING
S00°32'47"E 10.00'
S89°27'40"W 3180.00'
S00°32'47"E 3557.84'
S89°26'13"W 5820.20'
N00°33'18"W 968.99'
N69°58'38"E 10003.72'
S26°10'22"E 4648.48'
S00°32'23"E 1797.69'
1/2"IRF BEARS N02°46'29"E, 3.02'
APPROXIMATE SURVEY LINE
S.A. & M.G. RR. CO. SURVEY ABSTRACT No. 1903
HENRY LANE SURVEY ABSTRACT No. 928
T. & N.O. RR. CO. SURVEY ABSTRACT No. 1567
S:\NTX-LAND\0171\200SURVEY\280 Easements\0171EX212 REV.dwg 7/16/2026

EXHIBIT "A"
443.445 ACRES

BEING 443.445-ACRES OF LAND SITUATED IN THE T. & N.O. R.R. CO. SURVEY, ABSTRACT NOS. 1567 & 1878, HENRY LANE SURVEY, ABSTRACT NO. 928, T. F. ROGERS SURVEY, ABSTRACT NO. 1357 AND THE S.A. & M.G. R.R. CO. SURVEY, ABSTRACT NOS. 1961 & 1903, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF TRACT OF LAND DESCRIBED TO PMB FW LAND LP BY DEED RECORDED IN COUNTY CLERK FILE NO. D224123924 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED TO FW CLUB LP BY DEEDS RECORDED IN COUNTY CLERK FILE NO. D224163334 AND D224163336 OF SAID OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHERNMOST SOUTHEAST CORNER OF SAID PMB FW LAND LP TRACT ON THE NORTH RIGHT-OF-WAY LINE OF BEAR CREEK PARKWAY (A 55-FOOT WIDE RIGHT-OF-WAY) AS DEDICATED BY PLATS RECORDED IN COUNTY CLERK FILE NO. D2132946552 AND D216064985, PLAT RECORDS, TARRANT COUNTY, TEXAS, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND FOR THE SOUTHWEST CORNER OF MAVERICK, PHASE 2, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN COUNTY CLERK FILE NO. D226108873 OF SAID PLAT RECORDS BEARS SOUTH 00°32'47" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°26'13" WEST, WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 5820.20 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID PMB FW LAND LP TRACT, FROM WHICH A 1/2-INCH IRON ROD BEARS NORTH 02°46'29" EAST, A DISTANCE OF 3.02 FEET;

THENCE NORTH 00°33'18" WEST, WITH THE WEST LINE OF SAID PMB FW LAND LP TRACT, A DISTANCE OF 968.99 FEET;

THENCE NORTH 60°58'38" EAST, WITH THE NORTHERLY LINE OF SAID PMB FW LAND LP TRACT AND WITH THE SOUTH LINE OF A 300-FOOT WIDE ELECTRIC EASEMENT DESCRIBED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 5335, PAGE 79 OF SAID OFFICIAL PUBLIC RECORDS, A DISTANCE OF 10,003.72 FEET TO THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED TO PMB VENTANA DEVELOPER SOUTH LLC BY DEED RECORDED IN COUNTY CLERK FILE NO. D224176443 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 29°01'22" EAST, WITH THE WESTERLY LINE OF SAID PMB VENTANA DEVELOPER SOUTH LLC TRACT, A DISTANCE OF 434.48 FEET TO 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" FOUND FOR A REENTRANT CORNER ON THE WESTERLY LINE OF VENTANA, PHASE 8B, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN COUNTY CLERK FILE NO. D226088741 OF SAID PLAT RECORDS;

THENCE SOUTH 00°32'23" EAST, WITH SAID WESTERLY LINE AND THE WESTERLY LINE OF MAVERICK, PHASE 1, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN COUNTY CLERK FILE NO. D226019195 OF SAID PLAT

EXHIBIT "A"
443.445 ACRES

RECORDS, A DISTANCE OF 1797.69 FEET TO A 1-INCH IRON ROD FOUND ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED TO FW CLUB LP BY DEED RECORDED IN COUNTY CLERK FILE NO. D224085431 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89°27'40" WEST, WITH THE NORTH LINE OF SAID FW CLUB LP TRACT, A DISTANCE OF 3180.00 FEET TO A 1-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAME TRACT;

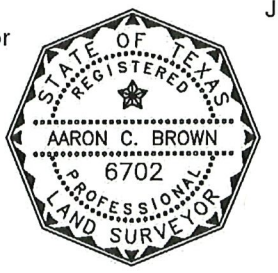
THENCE SOUTH 00°32'47" EAST, WITH THE EAST LINE OF SAID PMB FW LAND LP TRACT, A DISTANCE OF 3557.84 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 443.445 ACRES (19,316,462 SQ. FEET) OF LAND.

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.

(Revised July 16, 2026)

Aaron C. Brown, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6702
LJA Surveying, Inc.
3017 West 7th Street, Suite 300
Fort Worth, Texas 76107
817-288-1900
TBPELS Firm No. 10194382

July 1, 2026



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