

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLEN ROSE, TEXAS
AND VRE GLEN ROSE 2.0, LLC**

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2022 by and between the City of Glen Rose, Texas, a general law municipality of the State of Texas, ("City") and VRE Glen Rose 2.0, 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 Texas Local Government Code permits the City to “annex an area if each Owners 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 Owners(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns a certain parcel of land situated in Somervell County, Texas, which consists of approximately 1.32 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;

WHEREAS, City and Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation of the Property and execution of this Agreement are subject to approval by the Glen Rose City Council; and,

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owners agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, which is the subject of the requested annexation.
2. INTENT. It is the intent of the City that this Agreement provide for the delivery of municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES. Except as otherwise noted, commencing on the effective date of annexation, 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’s participation in accordance with applicable city ordinances, rules, regulations, and policies.
- a. Police – The City’s Police Department will provide police service consistent with the level of service provided to other areas of the City.
 - b. Planning, Zoning, and Building – Within the Property, the City’s Building, Planning, and Code Compliance Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - c. Code Compliance – The City’s Building, Planning, and Code Compliance Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - d. Streets – After the Property has been developed according to the requirements of the City’s Subdivision Ordinance, has been formally accepted by the City, and is no longer subject to a maintenance bond, the City will maintain those portions of the street system over which the City has jurisdiction.
 - e. Stormwater Service – After the Property has been developed according to the requirements of the City’s Subdivision Ordinance, has been formally accepted by the City, and is no longer subject to a maintenance bond, the City will maintain those portions of the stormwater system over which the City has jurisdiction.
 - f. Wastewater Service – The City grants the Owners authorization, at the Owners’ expense, to extend a sewer main from the Property and to tie said main into the City sewer main running along the south side of Highway 67. The installation must comply with the City’s ordinances, policies, and standards and must be inspected and approved by City staff. After the Property has been developed according to the requirements of the City’s Subdivision Ordinance, has been formally accepted by the City, and is no longer subject to a maintenance bond, the City will maintain those portions of the wastewater system over which the City has jurisdiction. Once connected to the City’s sanitary sewer mains, sanitary sewer service will be provided by the City at rates establish by City ordinances for such service.
 - g. Solid Waste Collection Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

- h. Street Lighting – After the Property has been developed according to the requirements of the City’s Subdivision Ordinance and has been formally accepted by the City, the City will assume responsibility for paying the electric company’s monthly bill for those street lights which conform to the City’s street light policy.
 - i. Animal Control – The City’s Animal Control Department will provide animal control services within the Property.
 - j. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - k. Owners understand and acknowledge that the City departments listed above may change names or be re-organized by the City Council. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. AUTHORITY. City and Owners represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owners acknowledge that approval of the annexation of the Property is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
5. 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.
6. 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.
7. GOVERNING LAW AND VENUE. Venue shall be in the state courts located in Somervell 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.
8. 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.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. AGREEMENT BINDS 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 and is binding on the Owners.
- 13. 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 GLEN ROSE, TEXAS

OWNERS, VRE Glen Rose 2.0, LLC

By: _____
 Julia Douglas, Mayor

By: _____

By: _____

ATTEST:

By: _____

By: _____
 Staci L. King, City Secretary

By: _____

State of Texas §
County of Somervell §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Julia Douglas, Mayor of the City of Glen Rose, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

State of Texas §
County of Somervell §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, owner.

By: _____
Notary Public, State of Texas

State of Texas §
County of Somervell §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, owner.

By: _____
Notary Public, State of Texas

State of Texas §
County of Somervell §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, owner.

By: _____
Notary Public, State of Texas