

1. Agenda

Documents:

[NORTHLAKE AGENDA 4-7-20.PDF](#)

2. Meeting Materials

Documents:

[COUNCIL PACKET 4-7-20.PDF](#)



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Mayor Pro Tem, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town Council
Special Meeting Agenda
Tuesday, April 7, 2020 at 6:30 pm**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will hold its special meeting on Tuesday, April 7, 2020 at 6:30 pm by telephone conference. An electronic copy of the agenda packet has been made available on the Town's website and a recording of the meeting will be made available at: <https://www.town.northlake.tx.us/AgendaCenter>

THE TOWN COUNCIL INTENDS TO PARTICIPATE IN THE MEETING VIA TELECONFERENCE.

Members of the public may dial the following number to join the meeting starting at 6:30 pm: United States: 1 (312) 757-3121 Access Code: 461-268-909.

1. Call to Order
2. Regular Items
 - A. Consider for approval a Temporary Use Permit for a temporary building to be occupied by Lamar National Bank and placed on a site within Northlake Commons approximately 250 feet north of FM 407 near 1500 Commons Circle, and zoned Mixed-Use Planned Development (MPD). Lamar National Bank is the applicant. Office Equity Solutions is the owner. Case # TUP-20-003
 - B. Consider for approval the Town Council meeting minutes of 2-27-20
 - C. Consider for approval the Town Council meeting minutes of 3-26-20
 - D. Consider for approval a resolution authorizing continued participation with the Steering Committee of Cities served by Oncor and authorizing the payment of seven cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company LLC (Resolution 20-9)
 - E. Consider for approval the Agreement between the City of Fort Worth and Town of Northlake allocating ETJ between Fort Worth and Northlake
 - F. Consider for approval Amendment #1 to CSC No. 23201 Agreement between the City of Fort Worth and Town of Northlake terminating revenue sharing and conferring authority in ETJ areas
3. Convene into Executive Session
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
 - a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- (i) Legal advice on any matter related to any posted agenda item;
- (ii) Legal advice related to Ridgeview Estates development options;
- (iii) Pending or contemplated litigation;
- (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651;
- (v) Matters in which the duty of the Town's attorneys to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act regarding two interlocal agreements with the City of Fort Worth;
- (vi) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting;
- (vii) Potential litigation related to Eagleton and Applewood road failures;
- (viii) Potential litigation related to Dale Earnhardt Way road failures.

4. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall
1500 Commons Circle, Suite 300, Northlake Texas on the 3rd day of April 2020 by 5:00 pm


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071(Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)



David A. Rettig, Mayor
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Regular Meeting
Agenda Item 1



Regular Items

Agenda Item 2

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: APRIL 9, 2020

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC)

SUBJECT: LAMAR NATIONAL BANK TEMPORARY USE PERMIT (TUP-20-003)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

PERMIT INFORMATION:

Applicant:	Lamar National Bank
Property Owner:	Office Equity Solutions
Zoning:	Mixed-Use Planned Development (MPD)
Site:	Approximately 250 feet north of FM 407 in Northlake Commons near 1500 Commons Circle.
Summary:	This application is for a Temporary Use Permit for a temporary building to be occupied by Lamar National Bank while their permanent facility in Northlake Commons Building 5B (see attached site plan) is under construction.
Staff Analysis:	The Town Council approved an amendment to the UDC at the last Council meeting which included provisions for certain temporary commercial buildings to be approved through the Temporary Use Permit (TUP) process. The UDC amendment listed several conditions for the approval of a TUP for a temporary commercial building, including Town Council approval. The applicant has provided a Temporary Use Permit application along with a site plan and building plans demonstrating compliance with the conditions as follows: - Approval of the TUP by the Town Council. <i>Will be determined by Town Council at this meeting.</i> - Use of the temporary commercial building shall be permitted by the zoning for the site and be further limited to “B” occupancy – Business or “S” occupancy – Storage (non-hazardous material) uses as outlined in the building code. <i>A bank is a permitted use authorized by the MPD zoning district, and it is classified as a “B” occupancy – Business.</i>

- c. Temporary commercial buildings shall only be used during construction of permanent building or remodeling of an existing building. The TUP shall not be issued prior to issuance of a building permit for construction or remodeling of the permanent building.

The permanent location of Lamar National Bank will be in Building 5B of Northlake Commons at 100 Plaza Place. The permit for this building was issued on March 4, 2020. Grading work on the site is currently underway.

- d. The temporary commercial building shall be located on the same lot or within the same development as the permanent building under construction or being remodeled.

The temporary commercial building site is within the Northlake Commons development just across the driveway from the building under construction where the bank will ultimately occupy.

- e. The initial permit shall expire six months from final inspection of the temporary commercial building or within 30 days of issuance of a Certificate of Occupancy for the permanent building, whichever comes first. The permit may be renewed for one additional six-month period.

The permit will be set to expire six months from final inspection of the temporary building or within 30 days of CO issuance for permanent space.

- f. Temporary commercial building sites shall meet all fire access requirements of the fire code and shall provide the minimum number of parking spaces for such use as outlined in this UDC."

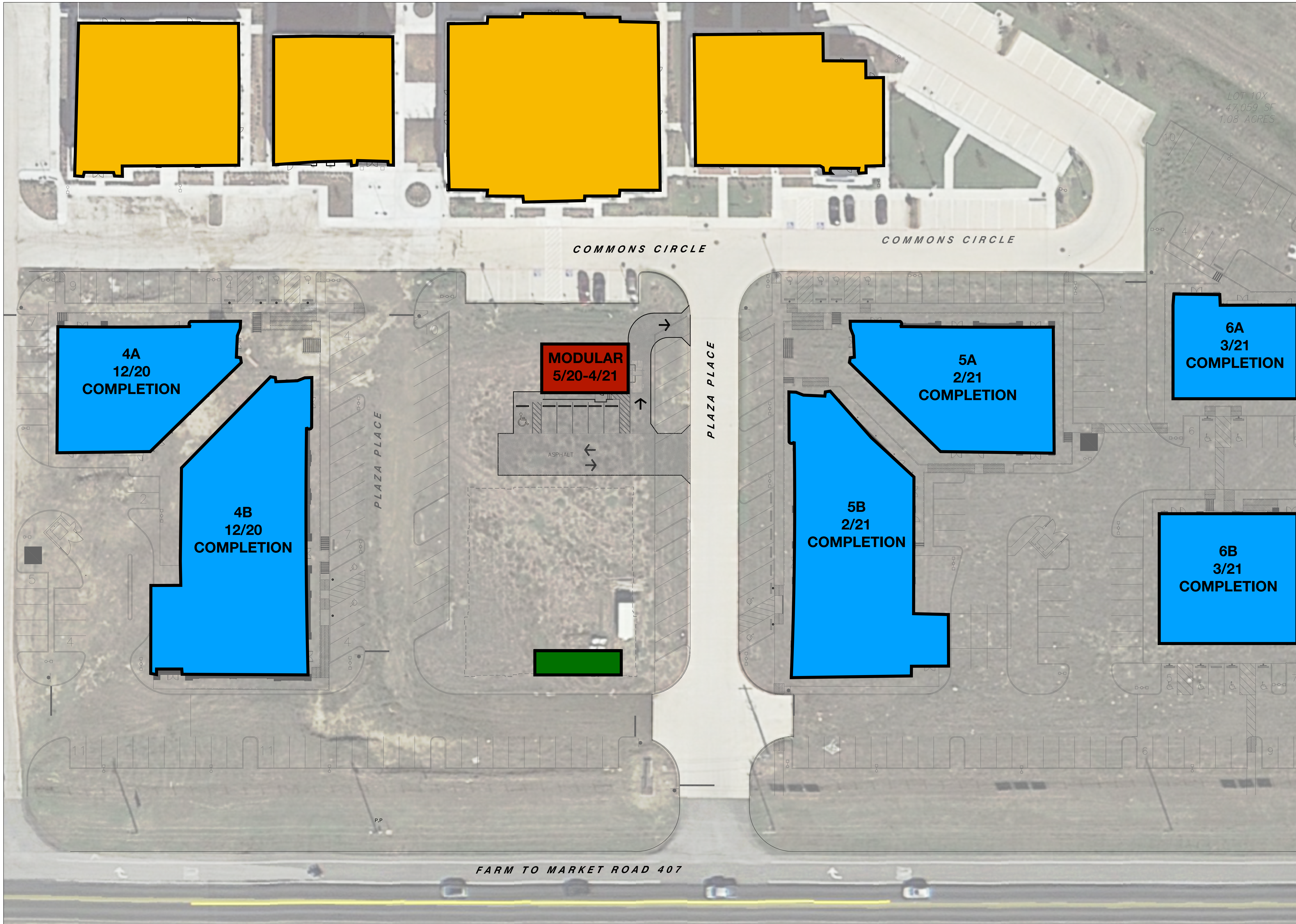
The proposed temporary building site meets all fire access requirements with existing fire lanes. Banks require 1 parking space per 250 sf of gross area. The 1,380 sf temporary bank building requires a minimum of 6 parking spaces. 6 parking spaces will be provided as shown on the site plan.

Staff has reviewed the TUP application and finds it acceptable for issuance upon Town Council approval.

COUNCIL ACTIONS:

- Approve or deny TUP

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ARCHITECTURE
INTERIORS
PLANNING

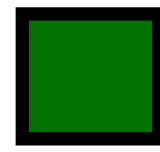
5323 SPRING VALLEY ROAD
SUITE 200
DALLAS, TEXAS 75254
972.788.1945
972.788.2309 FAX
TGSarchitects.com

LAMAR BANK
TEMPORARY MODULAR BUILDING

1242 FM 407 NORTH LAKE, TEXAS 76226

DATE: 3-30-20 ISSUED FOR: CITY APPROVAL

SITE PLAN

 CONSTRUCTION TRAILER

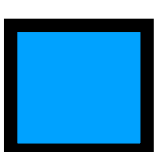
 TEMP. MODULAR

1

SITE PLAN

SCALE: 1"=20'

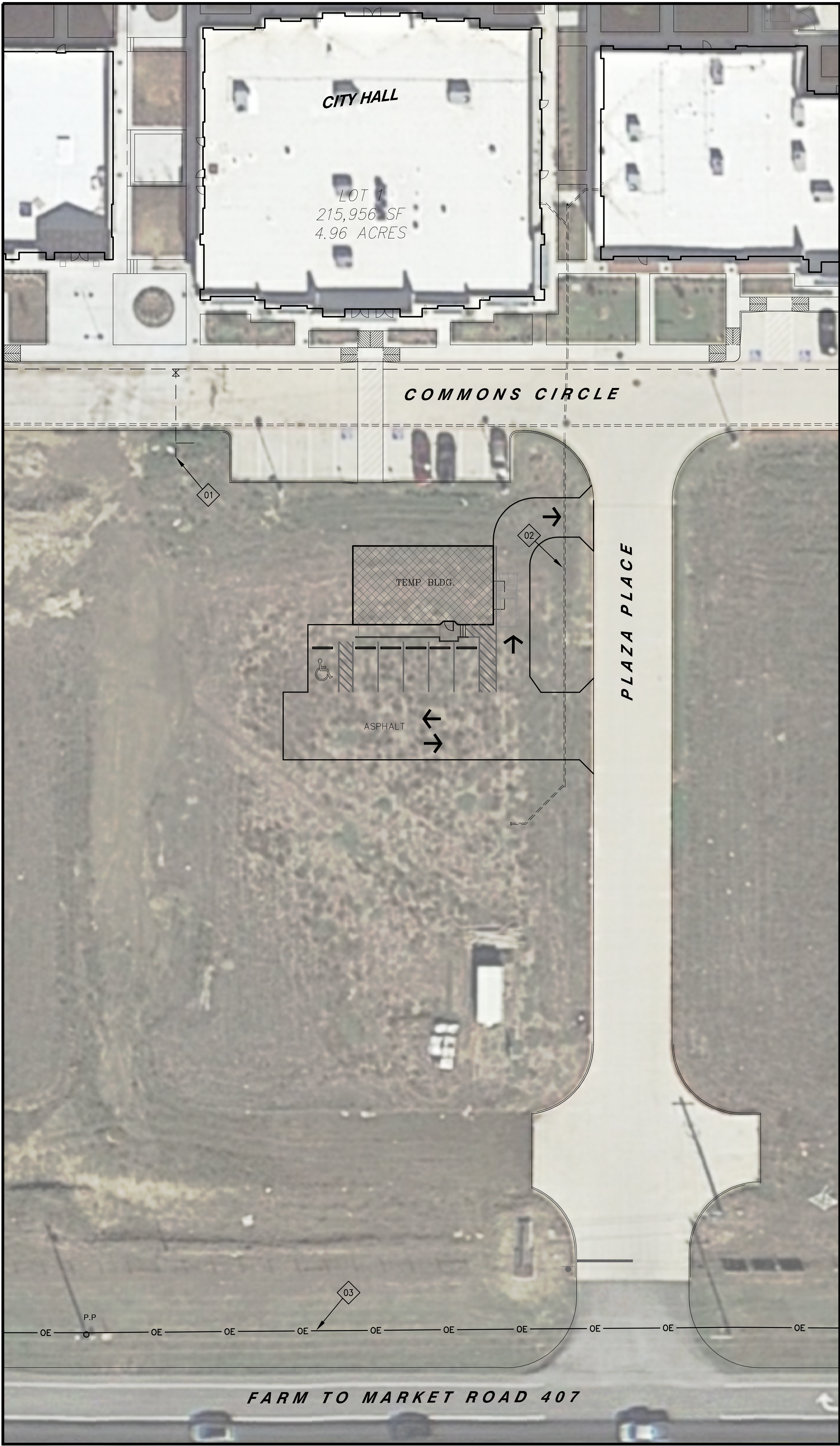
 NORTH

 IN CONSTRUCTION

 EXISTING BUILDINGS

PROJECT 19044
SHEET A100

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1 SITE PLAN
SCALE: 1"=20'



NOTES BY NUMBER

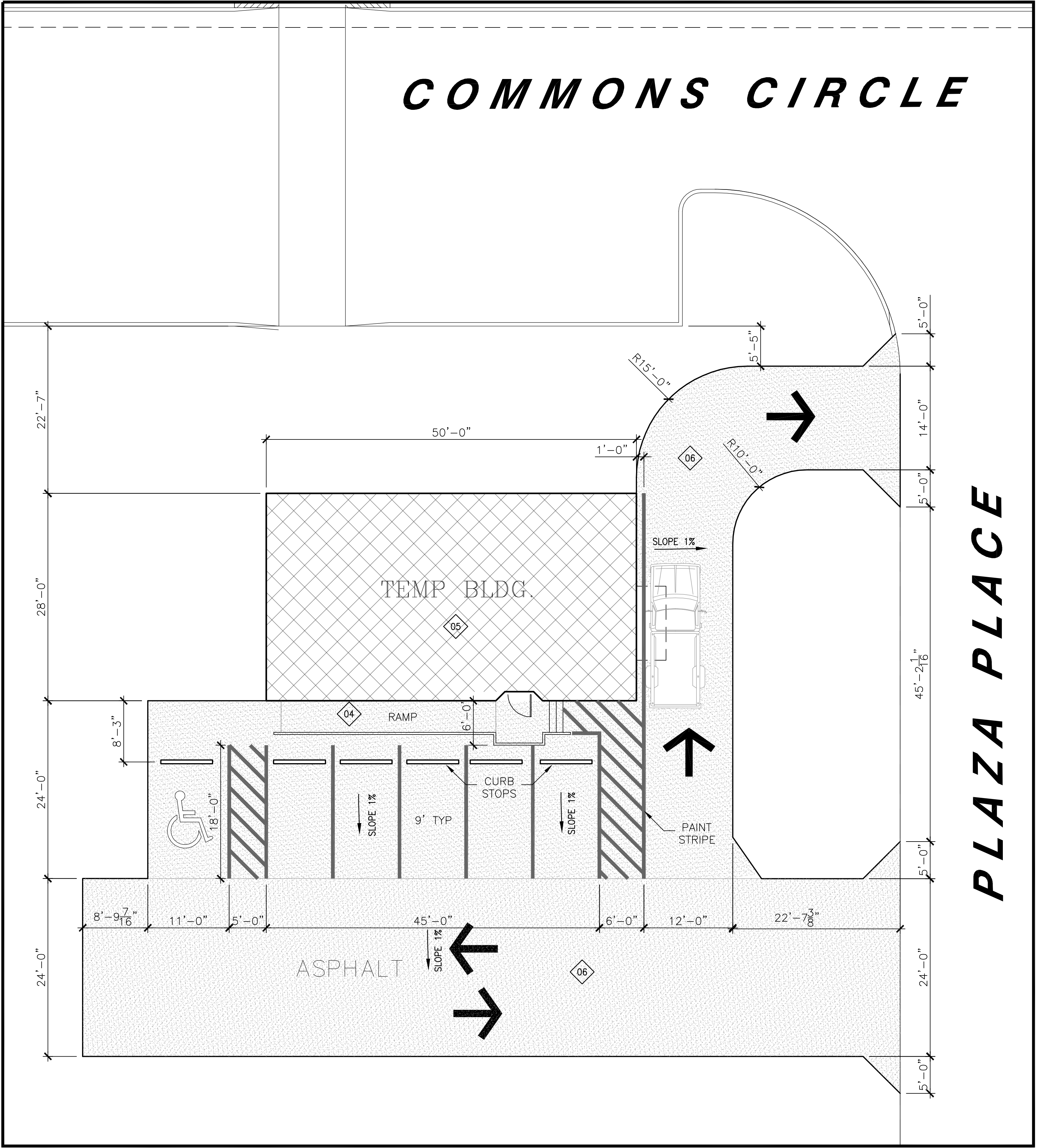
- EXISTING WATER
- EXISTING SANITARY SEWER
- OVER HEAD ELECTRICAL
- TEMP BUILDING RAMP AND STAIRS BY OTHERS.
- REFER TO MODULAR FOUNDATION DETAIL SHEET FOR FOUNDATION DESIGN. CONCRETE FOUNDATION AND ASPHALT PAVING WILL BE AT THE SAME ELEVATION.
- REFER TO OES GEOTECH REPORT FOR ASPHALT DESIGN.

SITE PLAN GENERAL NOTES

- EXISTING UTILITY'S ARE SHOWN BASED ON ENGINEERED DRAWINGS. FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY'S.
- ALL ONSITE PAVING DIMENSIONS ARE TO THE FACE OF CURB WHERE APPLICABLE, UNLESS NOTED OTHERWISE.
- TEMPORARY CONNECTIONS TO POWER, WATER, COMMUNICATION AND SEWER WILL BE NEEDED.
- REFER TO MODULAR BUILDING PLANS FOR LOCATION OF UTILITY HOOK UP.
- FIELD VERIFY ALL DIMENSIONS.

LEGEND

- ASPHALT
- TEMP BUILDING CONCRETE FOUNDATION



2 SITE PLAN BLOW UP
SCALE: 1/8"=1'-0"



ARCHITECTURE
INTERIORS
PLANNING
5323 SPRING VALLEY ROAD
SUITE 200
DALLAS, TEXAS 75254
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972.788.2309 FAX
TGSarchitects.com

LAMAR BANK TEMPORARY MODULAR BUILDING

1242 FM 407 NORTHLAKE, TEXAS 76226

DATE: 2-12-20 ISSUED FOR: XXXXXX

SITE PLAN

PROJECT: 19044
SHEET: A100

STATE CODE INFORMATION

TEXAS

Occupancy Type: B
Construction Type: VB-Unprotected

Codes:
2003 IBC
2003 IMC
2003 IPC
2002 NEC with State Amendments
2003 IECC
1994 Texas Accessibility Standards

Submit/Inspection:
Submit - 3rd Party
Plant Inspection - MBSI & 3rd Party
Module Labels - N/A

LOUISIANA

Occupancy Type: B
Construction Type: VB-Unprotected

Codes:
2003 IBC
2003 IMC
2000 State Plumbing Code (1994 SBCCI with Amendments)
2003 NFPA Life Safety Code
ASHRAE Standard 90.1-1989
1994 ADA Appendix (C) Handicapped Accessibility Standard

Submit/Inspection:
Submit - 3rd Party, State Fire Marshal by Customer

ARKANSAS

Occupancy Type: B
Construction Type: VB-Unprotected

Codes:
2003 IBC with 2002 State Amendments
2003 State Mechanical Code (2003 IMC with Amendments)
2003 State Plumbing Code (2003 IPC with Amendments)
2002 NEC with 2002 State Amendments
2000 IECC with 2002 State Amendments

Submit/Inspection:
Submit - N/A
Plant Inspection - MBSI
Module Labels - N/A

OKLAHOMA

Occupancy Type: B
Construction Type: VB-Unprotected

Codes:
2003 IBC with 2004 Supplement & Amendments
2003 IMC
2003 IPC
2002 NEC
ASHRAE Standard 90.1-1989
ADAAG

Submit/Inspection:
Submit - N/A
Plant Inspection - MBSI
Module Labels - N/A

MISSISSIPPI

Occupancy Type: B
Construction Type: Wood VI-Unprotected

Codes:
1997 SBC
1997 IMC
1997 SPC
1998 NEC
State Accessibility Code

Submit/Inspection:
Submit - by Customer as Required

IOWA

Occupancy Type: B
Construction Type: VB-Unprotected

Codes:
2003 IBC
2003 IMC
2004 Illinois Plumbing Code
2002 NEC
2003 IECC
681 Iowa Administrative Code, Chapter 302 - Accessibility of Buildings

Submit/Inspection:
Submit - 3rd Party & State
Plant Inspection - MBSI & 3rd Party
Module Labels - MBSI, 3rd Party & State Seal

ILLINOIS

Occupancy Type: B
Construction Type: SB-Unprotected

Codes:
2003 IBC
2003 IMC
2004 Illinois Plumbing Code
2002 NEC
2003 IECC
1997 Illinois Handicapped Accessibility Standards

Submit/Inspection:
Submit - State
Plant Inspection - MBSI
Module Labels - MBSI & State Seal

General Building Notes:

A note on the interior wall of all exterior doors shall read "Door shall be operable from inside without a key or any special knowledge" (At site under contractual terms between customer and owner/user).

The building is designed as an independent structure; it is required to be the proper distance away from other structures, for the purpose of fire separation and additional roof loading due to drifting snow. For structures closer than the required separation as required by Code, it shall be the sole responsibility of the Dealer to provide the necessary provisions to comply with all applicable State and Local Code requirements.

A plywood shim will be attached above all top plates and below all bottom plates to preclude ceiling gypsum and carpet from being between load bearing components. This is applicable to bearing walls only.

Provide crawl space ventilation of one (1) square foot for each 150 square feet of foundation space. This ventilation area can be reduced to 0.1 square foot for each 150 square feet of foundation space where an approved vapor retarder is installed over the ground surface. Access to crawl space shall be 18" x 24" minimum (At site under contractual terms between customer and owner/user).

Threshold at doorways shall be beveled with a max. edge height of 1/2" and not more than 1:2 slope.

The dealer is to be responsible for all on-site barrier free provisions including, but not limited to, ramps, parking, signage and on-site plumbing facilities.

Adequate on-site plumbing facilities, as required by code, are to be provided at site under contractual terms between customer and owner/user.

Limited area fire suppression system for storage rooms, or furnace rooms (as req'd by code) are to be designed, provided and installed by a state approved installer. (At site under contractual terms between customer and owner/user).

Buildings and structures of type SB construction, with a nonclassified roof covering, shall have a fire separation distance not less than 30 feet from the leading edge of the roof.

For wall mounted HVAC unit(s): (2) stud grade SPF 2x4's, 2x6's or structural steel (depending on wall construction) or greater required at each side of HVAC opening for unit support. Spacing to follow manufacturer's installation guide.

When not in use on an engineered foundation, floors of modular units must be firmly supported at the intervals indicated on the blocking plan. Do not store units supported only at the hitch and tires.

Iowa Building Notes:

Data plate information should include the following statement: "This building has been conditionally approved based upon the owner/user providing adequate plumbing facilities at the site."

Fastening shall conform to code. Floor sheathing panels shall be installed with long dimension perpendicular to supports.

Assumed soil bearing capacity shall be 2000 P.S.F.

Illinois Building Notes:

Data plate information should include the following statement: "This building has been conditionally approved based upon the owner/user providing adequate plumbing facilities at the site."

Fastening shall conform to code. Floor sheathing panels shall be installed with long dimension perpendicular to supports.

Assumed soil bearing capacity shall be 2000 P.S.F.

BUILDING AND DESIGN INFORMATION

Performance Specifications

NOTE: All Details and Notations within Design Package to Supplement any "Performance Specifications".

Frame:

Outrigger Type:
Main Beams:
Front Crossmembers:
Crossmembers:
Outriggers:
Perimeter Type:
Main Beams:
Crossmembers:
Hitches:
Joints:
Tires:
Pails:
Floors:
Bottom Board:
Joists:
Lumber Grade:
Bells:
Insulation:
Decking:
Coverings:
Adhesion:
Compression Strips:
Non-Coated Bld'gs:
Coated Buildings:
Walls:
Studs:
Lumber Grade:
Opening Headers:
Support Columns:
Toe Clean Straps:

Roofs:

Roof Trusses:
Rafters (Alternate):
Lumber Grade:
Nail Beams:
Compression Strips:
Non-Coated Bld'gs:
Coated Buildings:

SBCCI DESIGN CRITERIA

OCCUPANT LOAD: 14

DESIGN LIVE LOADS:
Roof:
Office Floor Load: 50 psf
Corridor/Lobby Floor Load: 100 psf
Actual Roof Design Live Load: 50 psf
Shipping Information:
Height: 13'-6"
Width: 14'-0"
Length: 54'-0"
Heaviest Unit: 31,000 Lbs.

LATERAL LOAD CRITERIA

WIND DESIGN:
110 mph Fastest Mile Exposure B
GCp=±0.18 (Per ASCE-7)
Building Category: I
iw=1.0
a=3

SEISMIC DESIGN:
Building Dead Load: 45 PSF
Building Foot Print: 1379 Sq. Ft.
Basic Seismic Hazard Group: Group 1 per Table 1607.6
Analysis Procedure: Simplified
Seismic Performance Category: C
Site Coefficient: 2.0
Aa = 0.15
Av = 0.15
Seismic Restraint System 1 per Table 1607.3.3
R = 6.5
Cd = 4

MODEL NUMBER: 7098

DESIGN CRITERIA

OCCUPANT LOAD: 14

DESIGN LIVE LOADS:
Roof:
Office Floor Load: 50 psf
Corridor/Lobby Floor Load: 100 psf
Actual Roof Design Live Load: 50 psf

GENERAL:
Permissible Gas for Appliances: N/A
Data Plate: See Sheet A1
Module Labels: See Sheet A1

SHIPPING INFORMATION:
Height: 13'-6"
Width: 14'-0"
Length: 54'-0"
Heaviest Unit: 31,000 Lbs.

LATERAL LOAD CRITERIA

WIND DESIGN:
130 mph 3 Second Gust Exposure B
GCp=±0.18 (Per ASCE-7)
Building Category: I
iw=1.0
a=3

SEISMIC DESIGN:
Building Dead Load: 45 PSF
Building Foot Print: 1379 Sq. Ft.
Basic Seismic Hazard Group: Group 1 per Table 1607.6
Analysis Procedure: Simplified
Seismic Use Group: I Assumed Site Class: D
Spectral Response Coefficients:
Sds=0.88
Sd1=0.88
Site Coefficients:
Fa=1.00; Fv=1.50; Ss=131%; S1=88%; R=5; Ie=1.0
Design Base Shear: V=CaW=(0.175)(62,055)=10,860 lbs.

DRAWING INDEX

SHEET	DESCRIPTION	REV. A	REV. B	REV. C	REV. D	REV. E	REV. F
C1	Cover Sheet	X					
C2	Exterior Elevations	X					
F1	Blocking Points	X					
F2	Frame Plan	X					
A1	Floor Plan	X					
A2	Interior Elevations & Details	X					
E1	Electrical Plan	X					
M1	Mechanical Plan	X					
P1	Plumbing Plan	X					
DT1	Cross Section	X					
DT2	Construction Details	X					

REVISIONS

LETTER	DESCRIPTION	BY	DATE OF REVISIONS
A	Change Orders #1 & 2, Third Party Deviations	RM	6/24/2007
B			
C			
D			
E			
F			

Conditions and Limitations:

(This information is to be placed on the Data Plate)

- This Building can not be Placed in Areas (Particularly Arkansas and Illinois) Where the Seismic Coefficients Ss and S1 Exceed the Values Given in the Design Criteria.
- This Building can not be Placed in Areas Where the Wind Exceeds 130 mph 3 Second Gust Exposure B or 110 mph Fastest Mile Exposure B - Including, But Not Limited to, Coastal Areas of Texas, Louisiana & Mississippi.
- This Building Does Not Have Wind Borne Debris Ratings on Windows, Doors, Roof and Siding.

FLAME SPREAD RATINGS FOR INTERIOR FINISHES

MATERIAL	FLAME SPREAD
WALL COVERINGS:	
UNPAINTED GYPSUM	CLASS A
PREFINISHED WOODGRAIN PANELING	CLASS C
PREFINISHED VINYL COVERED PANELING	CLASS C
CEILING FINISHES:	
UNPAINTED GYPSUM	CLASS A
WOOD FIBER PLANK	CLASS B
GRID PANELS	CLASS C
PLYWOOD	CLASS C

RECOMMENDED UNIFORM ROOF LIVE LOADS FOR SHEATHING AND STURD-I-FLOOR**

WITH LONG DIMENSION PERPENDICULAR TO SUPPORTS

SPAN RATING	PANEL THICKNESS (INCH)	WITH EDGE SUPPORT (A)	W/OUT EDGE SUPPORT (B)	ALLOWABLE LIVE LOADS (PSF)
** RATED SHEATHING	5/16, 3/8	20	20	20
16/0	5/16, 3/8	20	20	20
24/0	5/16, 3/8	20	20	20
24/16	5/16, 3/8	20	20	20
40/20	5/16, 3/8	20	20	20
** RATED STURD-I-FLOOR	19/32, 5/8, 21/32	24	24	100
16 OC	19/32, 5/8, 21/32	24	24	100
20 OC	19/32, 5/8, 21/32	24	24	100
24 OC	19/32, 5/8, 21/32	24	24	100

NOTES:
(A) EDGE SUPPORT= T&G EDGES, PANEL EDGE CLIPS (ONE BETWEEN EACH SUPPORT, EXCEPT TWO BETWEEN SUPPORTS 48" OC), LUMBER BLOCKING OR OTHER.
(B) 24 INCHES FOR 19/32" AND 1/2" PANELS
10 PSF DEAD LOAD ASSUMED
** RATINGS BASED ON TEST RESULTS FROM ANY NATIONALLY RECOGNIZED TESTING AGENCY.



STAMPS AND SEALS

TEXAS INDUSTRIALIZED BUILDING CODE COUNCIL

This document is approved pursuant to the Texas Industrialized Housing and Building Act.

DRA No. _____ IRC X IRC
Date: 6/24/2007
DRA Signature: _____

325/326mcc

C1

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64 Heps Road
Lubbock, TX 79401
(717) 656-2081

MILLER BUILDING SYSTEMS
A Division of Cochran Industries
www.millerbuilding.com

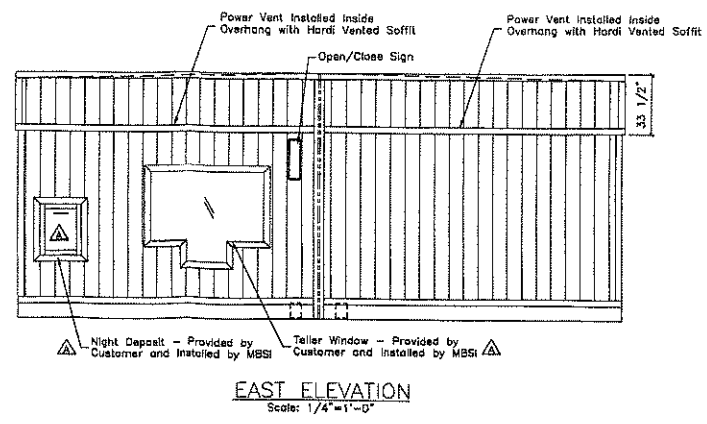
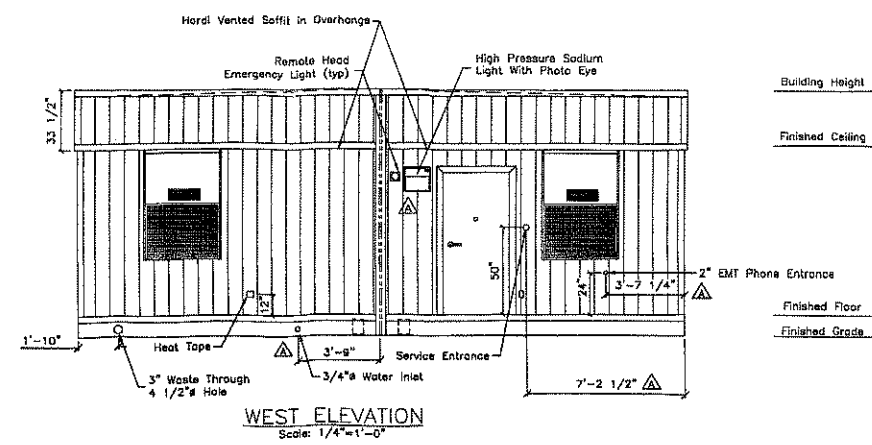
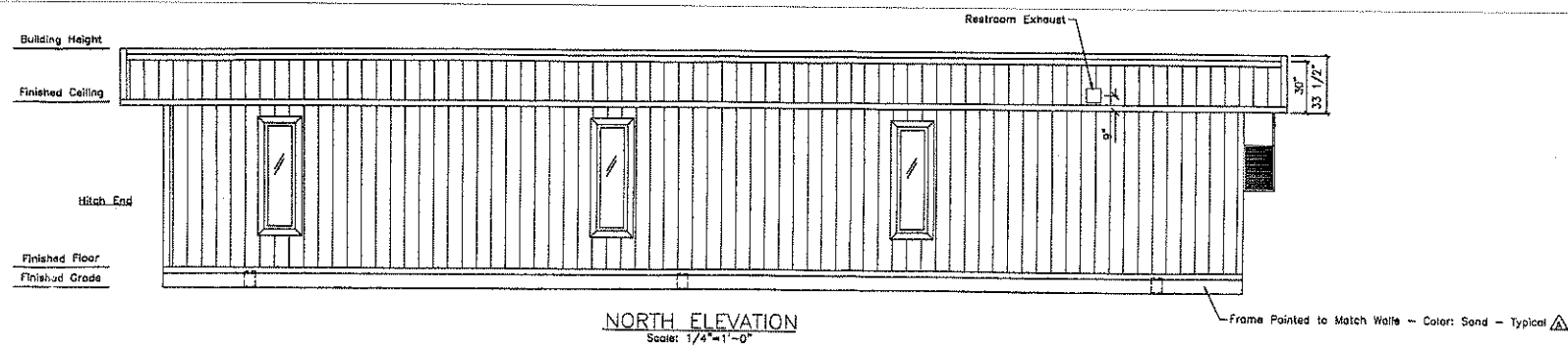
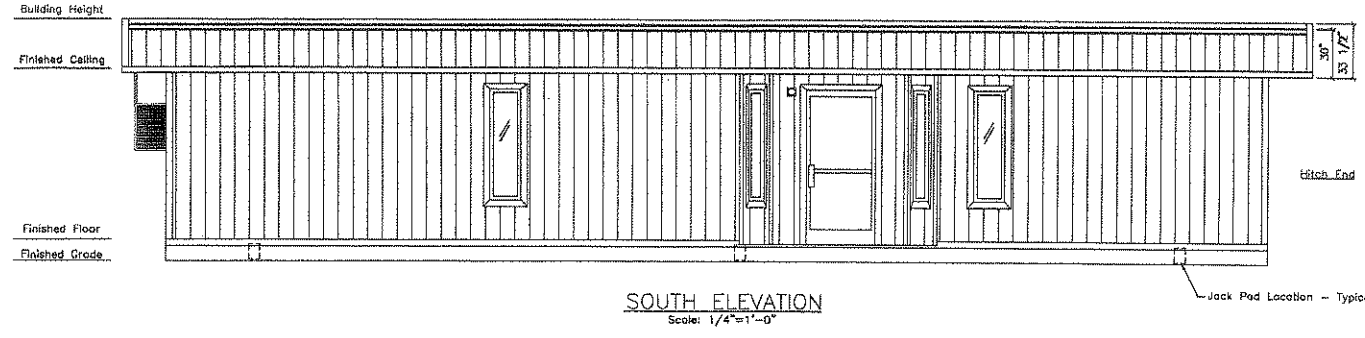
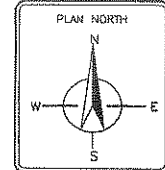
Capacitor Office
58120 Ck. 3, South
Lubbock, TX 79401
(800) 426-3559

28x50 MPA Stock Bank
2854/ (2) 13'-9" x 50'-0" (1379 Sq. Ft.)

Cover Sheet

Miller Building Systems
Sanger, Texas
Kim Shaw
Shannon Davis
MPB Sales Rep
MPB Date Stamp: 07-22-07-MP2854

Date: 3/27/2007
Drafter: KMS/RM
Team Leader: M. Schrock
Scale: 1/4" = 1'-0"
Serial Number: 285400
Drawing Number: 7098
Sheet: C1



EXTERIOR FINISH SCHEDULE		
DESCRIPTION	TRIM	COMMENTS
Siding	5/8" T1-11 Dura Temp with Grooves at 8" O/C	--
Shaving	3/4"	--
Bottom Trim	1x4 Rough Sawn Cedar	--
Top Trim	1x4 Rough Sawn Cedar	--
Corner Trim	1x4 Rough Sawn Cedar	--
Door Trim	1x4 Rough Sawn Cedar	--
Window Trim	1x4 Rough Sawn Cedar	--
Mansard Trim	1x4 Rough Sawn Cedar	--
Metaline Trim	1x4 Rough Sawn Cedar	Shipped Loose

Minimum Slatwall: 5/8" Dura Temp Grooved 30" High 1-1/2" Projection at Top and Bottom
Minimum Endwall: Dura Temp 24" Overhang 33-1/2" High

Note: Hi-Strength Visqueen Fastened with Ply Strips for Transit Covering

STAMPS AND SEALS

Texas Industrialized Building Code Council
IBC ☒ IRC ☐
Approval Date: MAY 7 - 2007
APPROVED
NTA, INC.
HONOLULU

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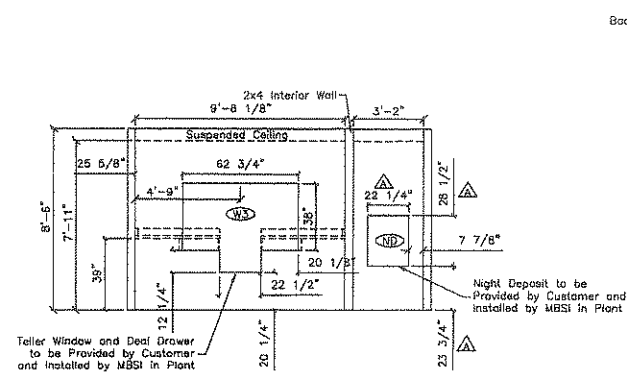
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28x50 MPA Stock Bank
2854 / (2) 13'-9" x 50'-0" (1379 Sq. Ft.)
Exterior Elevations

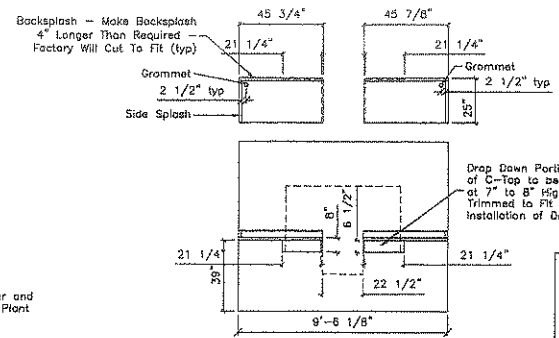
Miller Systems
Sanger, Texas
Miller Representative: Kim Shaw
MBS Sales Rep: Shannon Drews
MBS Book Number: 07-2242-MPA2854

Date: 3/27/2007
Drawn: MMS/RIM
Team Leader: M. Schrock
Sheet: 1/4" = 1'-0"
Serial Number: Indiana
Drawing Number: 7098
Sheet: C2

A1



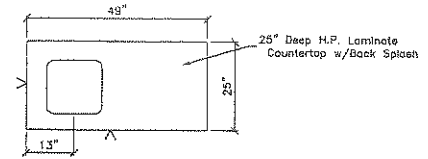
Drive-Up Window/Night Deposit
Rough Opening Interior View
Scale: 1/4" = 1'-0"



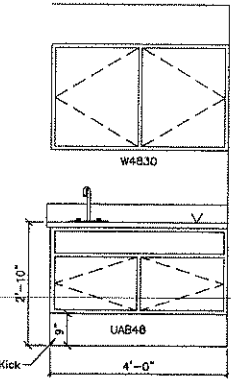
Drive-Up Window Countertop Detail
Scale: 1/4" = 1'-0"

NOTES:
1) Be Sure to Laminates Both Faces of Apron and All Edges that are Visible
2) Backsplash/Sideplash Shall Be Provided Anywhere that Countertop Meets a Wall
3) All Supports Underneath the Countertop Shall Be Laminated

CABINET SCHEDULE		
DESCRIPTION	TYPE	COMMENTS
W4830	36" Wall Cabinet	Roll-Open Panel
U4848	48" Universal Access Base Cabinet	Roll-Open Panel

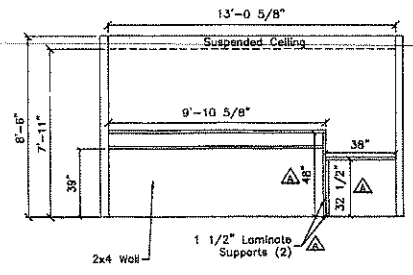


V = Denotes Finished Edge

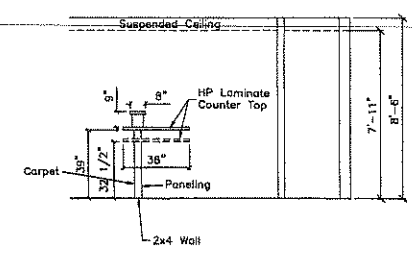


Cabinet Elevation
Scale: 1/2" = 1'-0"

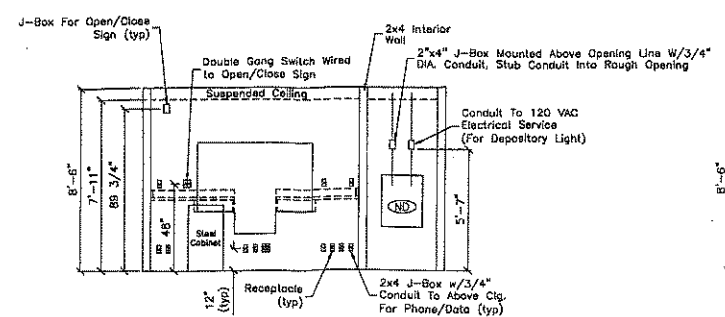
NOTES:
1) Be Sure to Laminates Both Faces of Apron and All Edges that are Visible
2) Backsplash/Sideplash Shall Be Provided Anywhere that Countertop Meets a Wall
3) All Supports Underneath the Countertop Shall Be Laminated



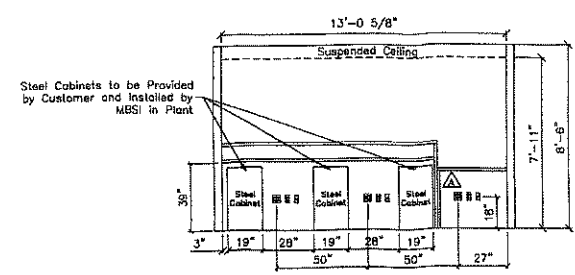
Walk-Up Teller Counter Interior View
Scale: 1/4" = 1'-0"



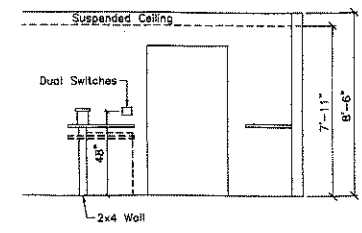
Teller Room Electrical Devices Interior View
Scale: 1/4" = 1'-0"



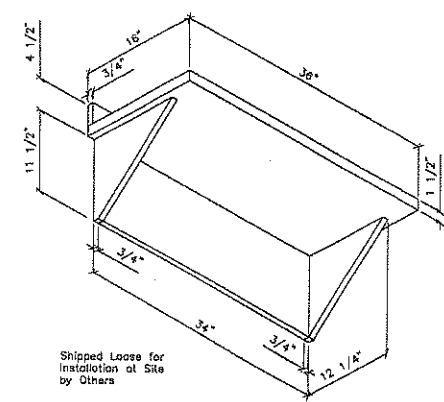
Drive-Up Window/Night Deposit Electrical Devices Interior View
Scale: 1/4" = 1'-0"



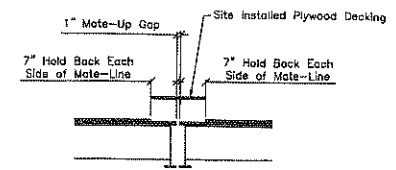
Walk-Up Teller Counter Electrical Devices Interior View
Scale: 1/4" = 1'-0"



Teller Room Electrical Devices Interior View
Scale: 1/4" = 1'-0"



Check Writing Stand
View From Bottom



Floor Mate-Line Detail

STAMPS AND SEALS

State of Texas Seal: KEVIN M. FINN, REGISTERED PROFESSIONAL ENGINEER, 80938

Texas Industrialized Building Code Council IBC X IRC

Approval Date: MAY 7, 2007

APPROVED NTA, INC. HDRA

Serial Number: 2007098

Drawing Number: 7098

Sheet: A2

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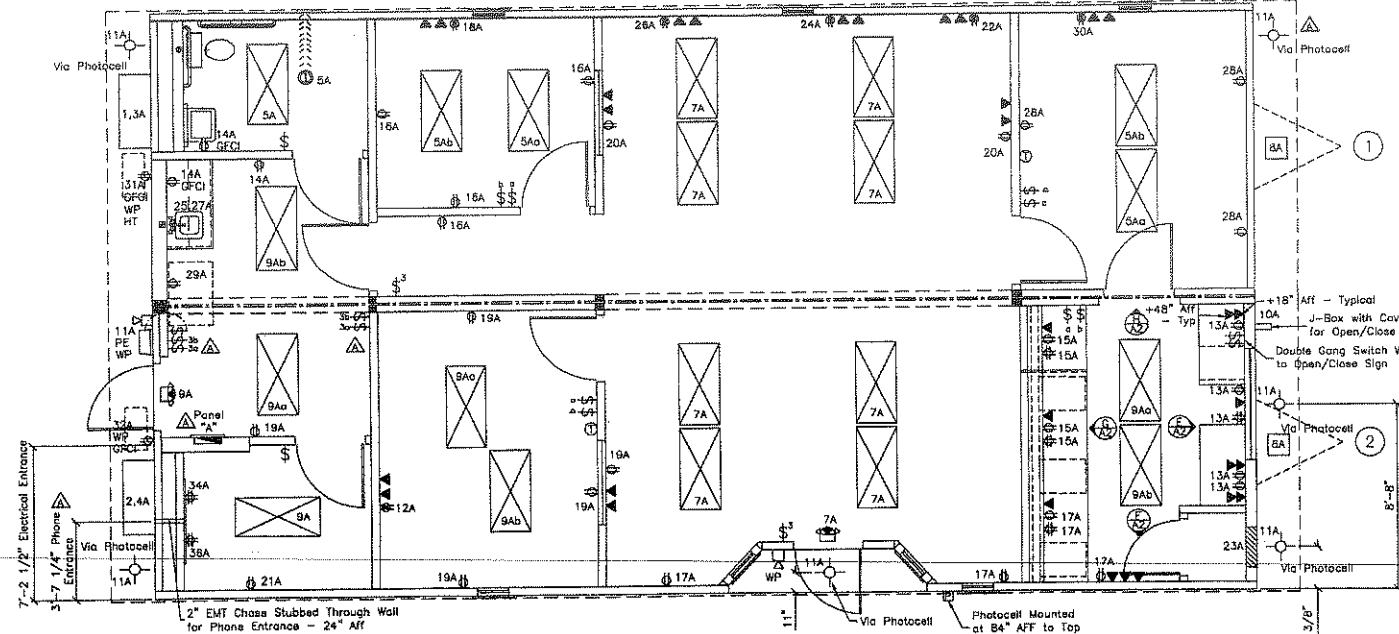
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Elkhart, Indiana
(800) 423-2556

28x50 MPA Stock Bank
2854 (2) 13'-9" x 50'-0" (1379 Sq. Ft.)

Interior Elevations & Details

Miller Systems
Sanger, Texas
Client Location: Sanger, Texas
Client Representative: Kim Shaw
MBS Stock Number: 07-2242-MPA2854

Date: 3/27/2007
Drafted: MWS/RM
Team Leader: M. Schrock
Scale: 1/4" = 1'-0"
Serial Number: 2007098
Drawing Number: 7098
Sheet: A2



Iowa & Illinois Electrical Notes:

Proper thermal overload protection to be provided for all motors.

Disconnecting means within sight required for all motors and appliances over 300 watts or more than 1/8 HP.

Weather proof protection required for all outdoor lights and/or receptacles.

Working clearance around electrical equipment shall provide adequate clear space, illumination and headroom.

All fluorescent fixtures require thermal protection and proper clearances from insulation. Also applicable for incandescent fixtures.

Sub/Main panel is suitable for use as service equipment and is identified as such.

Recessed electrical fixtures are installed in accordance with manufacturers installation instructions and NEC 410-65 and 66.

Disconnect switches used for motors must be horse power rated per NEC 430-109.

All wiring (electrical, telephone, communication, fire alarm, etc.) in return air plenums must be installed in proper raceways or be approved type cables - 2002 or 2005 NEC 300-22(c) & (1). This refers to R/A plenums for the HVAC. No Romex or SEU cable permitted in this space.

Copper grounding electrode conductor shall be sized in accordance with 2002 or 2005 NEC Table 250-94, grounding electrode system shall be in accordance with 2002 or 2005 NEC. All of the above shall be the responsibility of the site electrician.

Main distribution panel shall be furnished at site under contractual terms between customer and owner/user.

Uppermost disconnect on sub panels to be not more than 48" above finished floor for handicapped accessibility.

SYMBOL	DESCRIPTION	COMMENTS
	Sub Electrical Panel #2 Space, 1-Phase, Nema=1 w/300 Amp MB Service 120/240 Volt, 1-Phase, 3 Wire, 60 Hertz	Flash Mounted
	Wall Mount Standard Heat/Cool Thermostat	Up 48" AFF
	Wall Mount HVAC, Single Phase with Heatstrip and Disconnect Integral to Unit, See Sheet M1 for Size	-
	80 CFM Exhaust Fan - Cap Plant Installed	Ducted Thru Wall
	Duplex Grounding Type Receptacle - 125 Volt, 15 Amp	Up 18" AFF
	Two Gang Duplex Grounding Type Receptacle - 125 Volt, 15 Amp	Up 18" AFF
	Duplex Grounding Type Receptacle - 125 Volt, 15 Amp - GFCI Protected	Up 48" AFF
	Duplex Grounding Type Receptacle - 125 Volt, 15 Amp - GFCI Protected and Weatherproof for Heat Type	Up 12" AFF
	Duplex Dedicated, Isolated Grounding Type Receptacle - 125 Volt, 15 Amp	Up 18" AFF
	Single 120 Volt Toggle Type (or Equal) Switch	Up 48" AFF
	Three-Way 120 Volt Toggle Type (or Equal) Switch	Up 48" AFF
	2x4 J-Box with 1/2" Conduit and Plus Wire to Above Calling for Data Outlet	Up 18" AFF
	4' 3-Tube Diffused Fluorescent Lay-in Light with Lamps & Electronic Ballast	-
	100 Watt Weatherproof High Pressure Sodium Light, Photo Eye - Ship Loose	Up 84" AFF
	Recessed Incandescent Can Light with Fluorescent Light Bulb	Mounted in Galleys
	Dual Head Exit/Emergency Light with Battery Pack - Unswitched	Up 84" AFF
	Remote Head-Weatherproof-Emergency Light Wired to Battery Unit	Up 84" AFF

Notes:

- 1) Wiring System: Minimum #12 AWG (90°C Copper Wire) with Ground - MC Cable
- 2) Pigtail crossovers for electrical circuits to be above suspended ceiling, or below floor. 20A and smaller non-metallic sheathed cable circuits shall be by non-metallic cable connectors, larger than 20A circuits and other raceways to be connected by pigtail and j-box. All crossovers circuits to be labeled with the identifying circuit number.
- 3) Fire Alarm System to be Designed Per Applicable Code by Others. MBSI to Provide Rough-In Only. All Fire Alarm System Equipment to be Provided and Installed by Others at Site.

STAMPS AND SEALS

Texas Industrialized Building Code Council

IBC X IRC

Approval Date: MAY 7 - 2007

APPROVED NTA, INC. IHDR.

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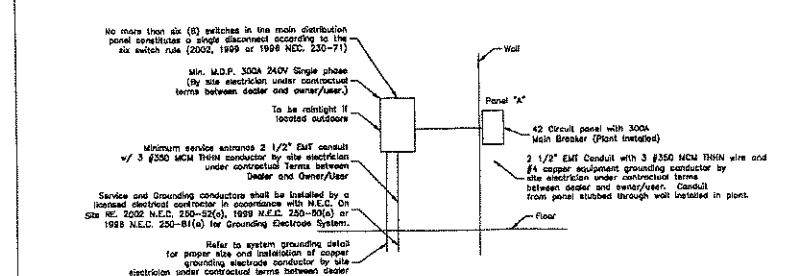
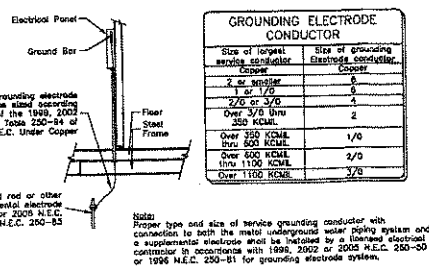
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www.mbsonline.com

28x50 MPA Stock Bank
2854/ (2) 13'-9" x 50'-0" (1379 Sq. Ft.)

Electrical Plan

MPA Systems
Sanger, Texas
Other Representatives:
Kim Shaw
Shannon Dennis
MBS Sales Dept. 07-242-142854

Date: 3/27/2007
Drawn: MMS/RLM
Team Leader: M. Schrock
Scale: 1/4" = 1'-0"
Serial Number: Indiana
Drawing Number: 7098
Sheet: E1



Panel ID: A Voltage: 120/240 Phase: Single, 3 Wire

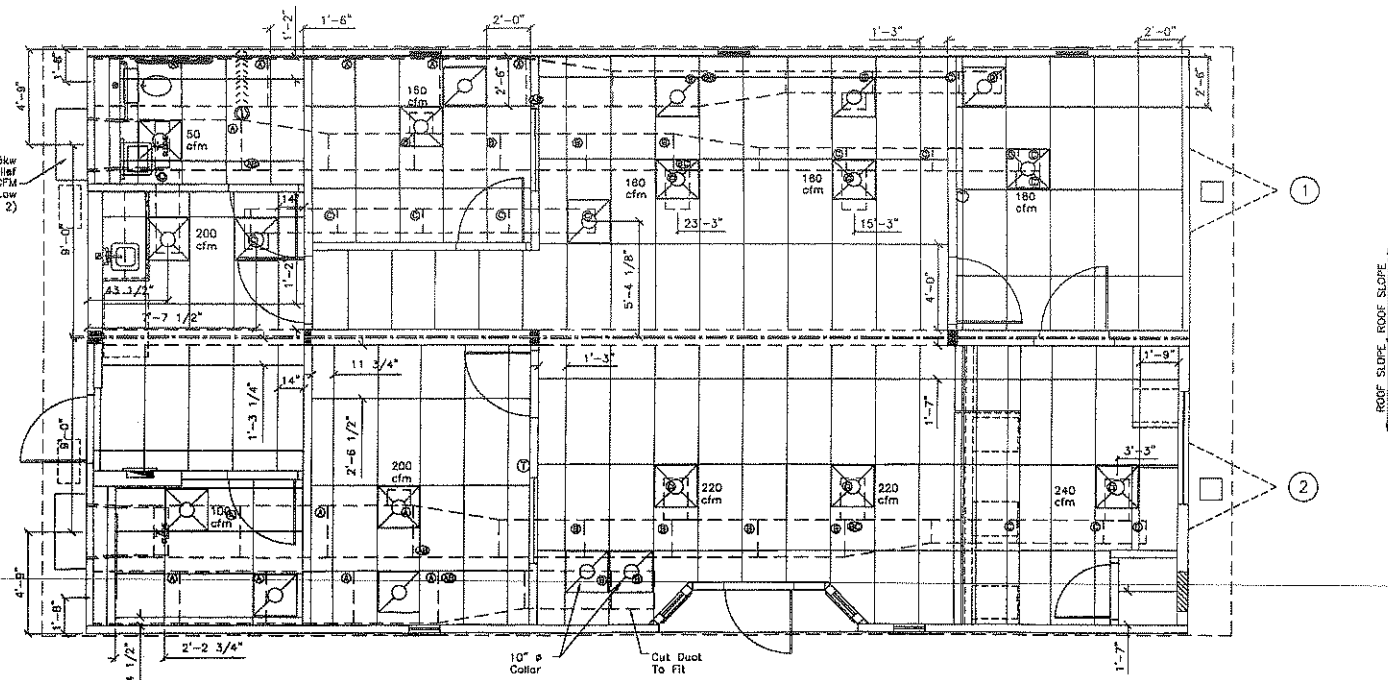
Main Breaker: 300 Mounted Type: Surface/Flush F Interior/Exterior: 1

Mains Lugs Only: Location: Unit 2

LOAD	AREA SERVED	WIRE	BRK	CKT A	B	CKT	BRK	WIRE	AREA SERVED	LOAD
9980	HVAC Unit	#4	90	1		2	90	#4	HVAC Unit	9980
9980		#4	90	3		4	90	#4		9980
770	Light-Teller&Office#2	#12	15	5		6	15	#12	Gable Vent-Unit #1	60
1029	Light-Gen.OH&Lobby	#12	15	7		8	15	#12	Gable Vent-Unit #2	60
901	Light-Phone,Break,Teller	#12	15	9		10	15	#12	Open/Close Sign	
700	Exterior Lights	#12	15	11		12	15	#12	Ded. Recept-Office #1	180
1080	Recepts - Teller	#12	15	13		14	15	#12	Recepts-Teller&Break	540
1080	Recepts - Teller	#12	15	15		16	15	#12	Recepts-Office#2,Corr.	720
1080	Recepts-Lobby&Teller	#12	15	17		18	15	#12	Ded. Recept-Office #2	180
900	Recepts-Off,Lobby,Break	#12	15	19		20	15	#12	Recepts-General Office	360
180	Recepts - Phone	#12	15	21		22	15	#12	Ded. Recept-Gen. Office	180
	Night Deposit	#12	15	23		24	15	#12	Ded. Recept-Gen. Office	180
3250	Water Heater	#8	40	25		26	15	#12	Ded. Recept-Gen. Office	180
3250	Water heater	#8	40	27		28	15	#12	Recepts-Office #3	540
250	Refrigerator	#12	15	29		30	15	#12	Ded. Recept-Office #3	180
1440	Heat Tape	#12	15	31		32	15	#12	Recept - Exterior	180
--	Space	--	--	33		34	15	#12	Quad Recept-Phone	360
--	Space	--	--	35		36	15	#12	Quad Recept-Phone	360
--	Space	--	--	37		38	--	--	Space	--
--	Space	--	--	39		40	--	--	Space	--
--	Space	--	--	41		42	--	--	Space	--

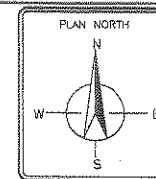
Calculation of Continuous Load:
NEC Minimum Lighting Load:
(1379 Square Feet) x 3.5 = 4827 VA
Actual Lighting Load: 3400 VA
Use Larger of NEC or Actual: 4827 VA
Other Continuous Loads: - VA
Total Continuous Load: 4827 VA
Factored Continuous Load (x1.25): 6034 VA

Total for Phase "A": 29111 VA
Total for Phase "B": 30899 VA
Total Connected Load: 60010 VA
Non-Continuous Load: 56610 VA
Factored Continuous Load: 6034 VA
Total Load: 62644 VA
Total Load/240 Volts = 262 Amps



Mechanical Plan
Scale: $1/4" = 1'-0"$

Scale: $1/4" = 1'-0"$

[illegible]

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2854/ (2) 13'-9" x 50'-0" (1379 Sq. Ft.)
Mechanical Plan

Iowa & Illinois Mechanical Notes:

Return air via return air grilles and/or undercut doors.

Ducts exposed to non-conditioned spaces shall be insulated to provide a thermal resistance.

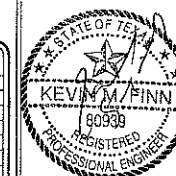
Ducts shall be class 0, or class 1, and if metallic, construction shall be per code.

Guards shall be provided where appliances, equipment, fans or other components that require service are located within 10 feet of a roof edge per code. Provided and installed under contractual terms between owner/user.

Exhaust fans and venting equipment to be ducted to exterior and terminate at an approved vent cap.

DUCT LEGEND

(A)	29" x 9" x 48"	
(AS)	29" x 9" x 48"	TO 21" x 9" x 48" TRANSITION
(B)	21" x 9" x 48"	
(BS)	21" x 9" x 48"	TO 13" x 9" x 48" TRANSITION
(C)	13" x 9" x 48"	
(D)	13" x 9" x 24"	
(E)	32" x 12" x 48"	
(ES)	32" x 12" x 48"	TO 29" x 9" x 48" TRANSITION
(F)	14" x 6" x 48"	
(G)	19" x 7"	

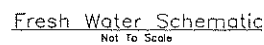
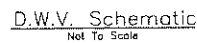


Texas Industrialized
Building Code Council
IBC X IRC _____
Approval Date:
MAY 7 - 2007
APPROVED
NTA, INC.
IHRA- 

Model:	MPA Systems
Distributor Location:	Songer, Texas
Dealer Representative:	Kim Shaw Shannon Drews

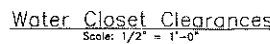
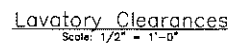
Date:	3/27/200
Drafted:	MMS/RH
Team Leader:	M. Schroe
Scale:	1/4" = 1'-0
Serial Number:	Indian
Drawing Number:	709
Sheet:	

M



Waste Lines: Schedule 40 PVC, Manifolding Parts by Others, Vents Shipped Loose

P1



PLUMBING LEGEND	
	SOIL OR WASTE (D.W.V.) COLD WATER (SUPPLY)
	VENT (D.W.V.) HOT WATER (SUPPLY)
	VENT THROUGH ROOF (D.W.V.) (SEE NOTES)
	THROUGH FLOOR PENETRATION (TYPICAL)
	THROUGH WALL PENETRATION (TYPICAL)
	SHUT-OFFS
	CLEAN OUT (D.W.V.)
NOTES: 1) WHEN REQUIRED FOR TRANSPORTATION BELOW FLOOR PLUMBING (IF INCLUDED IN MSJ CONTRACT) WILL BE SHIPPED LOOSE FOR FIELD INSTALLATION @ SITE UNDER CONTRACTUAL TERMS BETWEEN CUSTOMER & OWNER/USER. 2) WHEN REQUIRED DUE TO SHIPPING HEIGHT, VENT EXTENSIONS WILL BE SHIPPED LOOSE FOR FIELD INSTALLATION @ SITE UNDER CONTRACTUAL TERMS BETWEEN CUSTOMER & OWNER/USER. 3) IF BUILDING IS BEING LOCATED IN CLIMATE WITH FREEZING TEMPERATURES, BELOW FLOOR PLUMBING PIPING SHALL BE PROTECTED AGAINST FREEZING BY HEAT TAPING. HEAT TAPE SHALL BE PROVIDED & INSTALLED AT SITE UNDER CONTRACTUAL TERMS BETWEEN CUSTOMER & OWNER/USER.	

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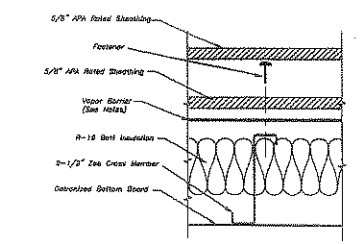
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28x50 MPA Stock Bank
2854 / (2) 13'-9" x 50'-0" (1379 Sq. Ft.)

Cross Section

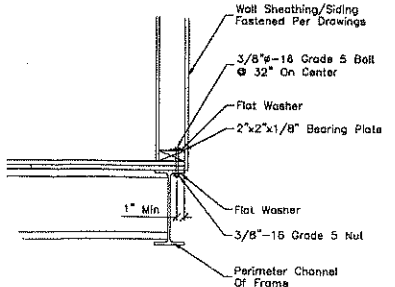
Owner: MPA Systems
Design Location: Sanger, Texas
Design Representative: Kim Shaw
MPS Date Recd: Shannon Drawn
MPS Date Number: 07-2242-MPA2854

Date: 3/27/2007
Drawn: MMS/RIM
Check: Landon M. Schrock
Scale: 1/4" = 1'-0"
Serial Number: 40806
Drawing Number: 7098
Sheet: DT1



- Notes:
1. Hold back on PTS layer only.
 2. Vapor barrier
 - a) may be vapor barrier point or sheet vapor barrier
 - b) must be located on warm side of insulation.
 - c) adhesive applied to crossmember for noise control only; structural adhesive not required.
 - d) adhesive not recommended for sheet vapor barrier
 3. Sheathing to crossmember fastener: 0.135" dia. PAF or #8 SDS minimum
 4. Fasten 8" O.C Along Edges, 12" O.C. In Field.

Direct Lay Floor System Assembly



- Notes:
1. Bolt Length As Required
 2. See Floor Plan For Location Of Connections
- Wall To Frame Rail Connection Detail

Iowa & Illinois Structural Notes:

Trusses to be certified for load and application used.

Interior partitions to be constructed to withstand a 5 P.S.F. horizontal force.

All lumber to be grade stamped.

Dadoes and notching are not to occur in the center 1/3rd of length of wall studs.

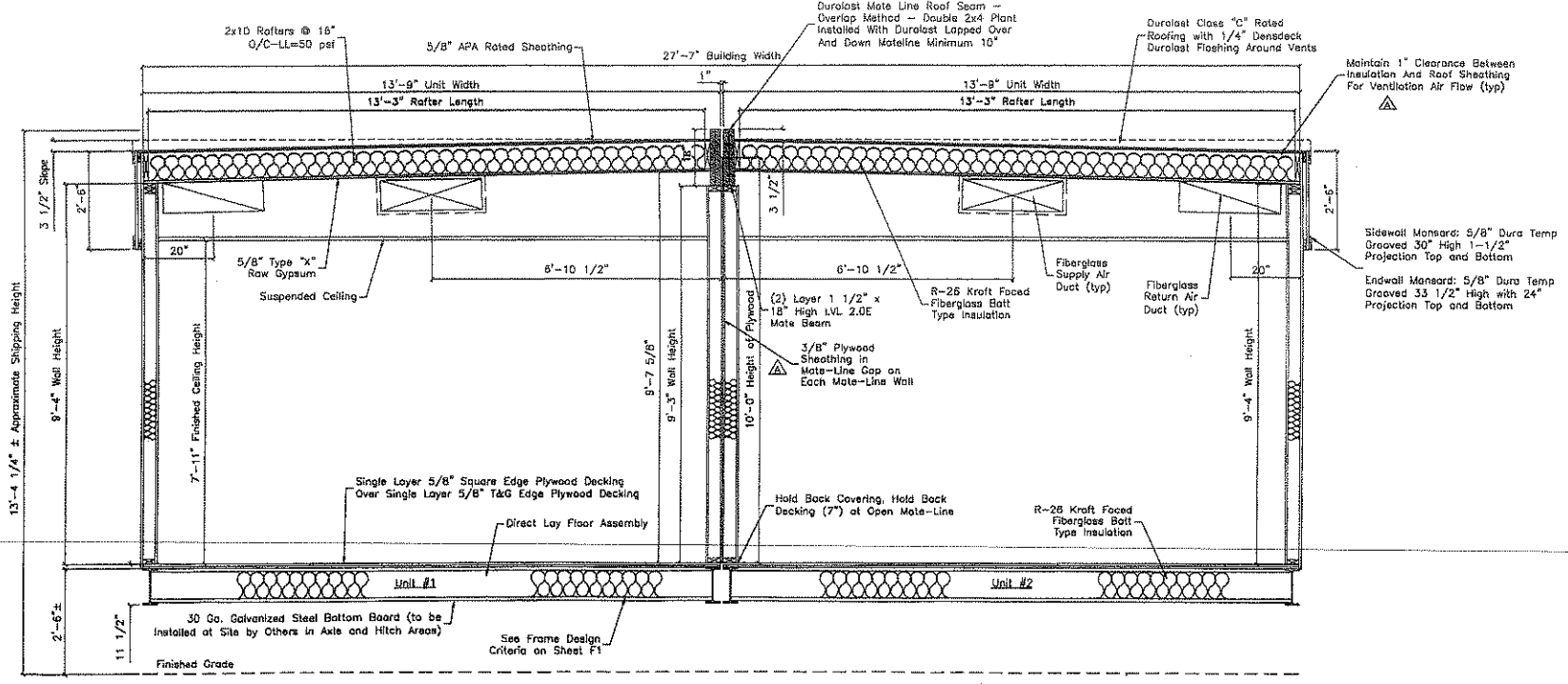
All glazing within 24" in any direction from doors, in doors, or within 18" of floor to be "safety glazed" and so marked.

Trusses are to be centered over the studs with a tolerance of not more than 1". This applies to bearing walls with a single top plate.

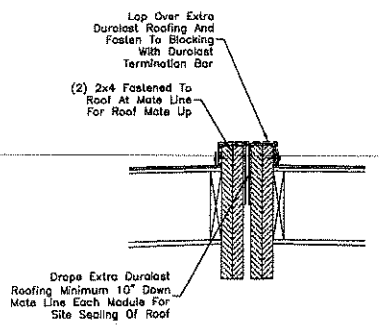
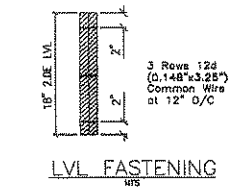
STAMPS AND SEALS

State of Texas
Professional Engineer
KEVIN R. FINN
80938

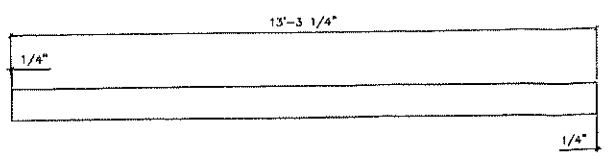
Texas Industrialized Building Code Council
IBC X IRC
Approval Date: MAY 7 - 2007
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NTA, INC.
INDIA



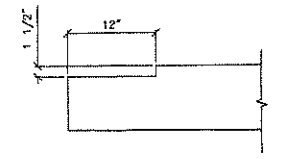
TRANSVERSE CROSS SECTION
SCALE: 1/2" = 1'-0"



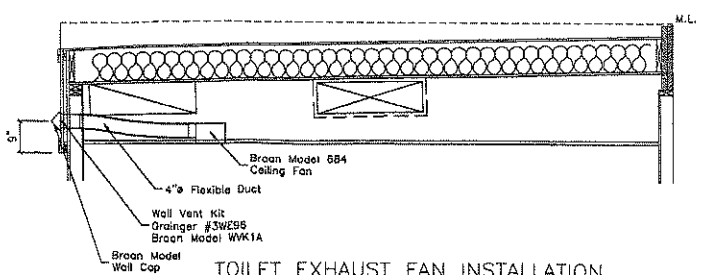
ROOF DETAIL AT MATE LINE
SCALE: NTS



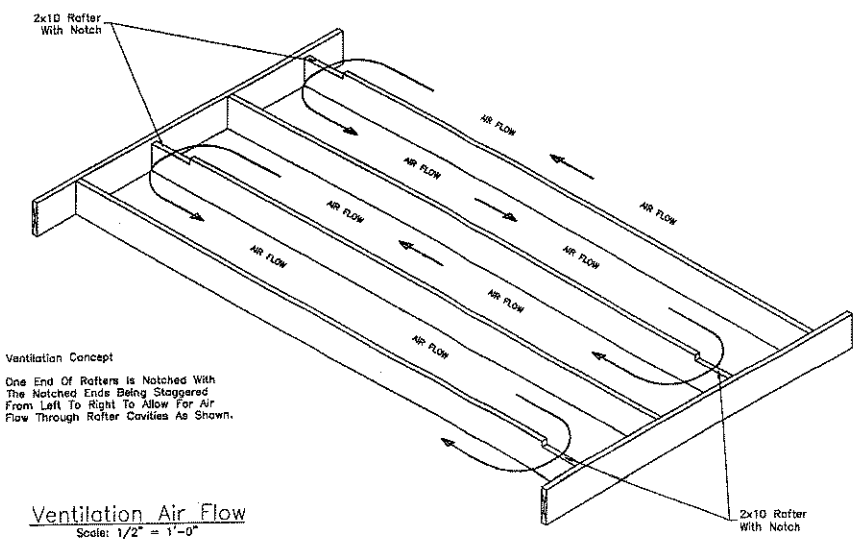
RAFTER CUT DETAIL
SCALE: 1/2" = 1'-0"



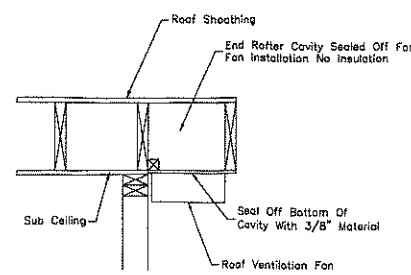
Rafter Notch Detail
Scale: 1" = 1'-0"



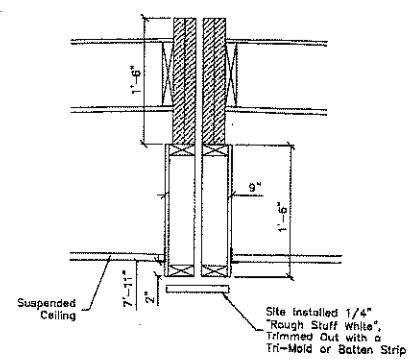
TOILET EXHAUST FAN INSTALLATION
SCALE: 1/2" = 1'-0"



Ventilation Air Flow
Scale: 1/2" = 1'-0"



Roof Ventilation Fan Installation
Scale: 1" = 1'-0"



Ceiling Mate-Line Detail
Scale: 1" = 1'-0"

Floor Framing (Longitudinal)
N.T.S.

A) Floor Covering
B) 1st Layer Floor Decking (full width or staggered sheets)
C) 2nd Layer Floor Decking (Opt.) (full width or staggered sheets)
D) Insulation

E) Perimeter Rim Joist
F) Floor Joists @ Min. 16" O.C.
G) Bottom Board
H) 1/4" Glue Plate @ 48" O.C., used w/ Square edge plywood only

Floor Framing (Transverse)
N.T.S.

A) Floor Covering
B) 1st Layer Floor Decking (full width or staggered sheets)
C) 2nd Layer Floor Decking (Opt.) (full width or staggered sheets)
D) Insulation

E) Perimeter Rim Joist
F) Floor Joists @ Min. 16" O.C.
G) Bottom Board

Roof Construction
N.T.S.

A) Roofing
B) Roof Sheathing Installed Perpendicular to Framing
C) Insulation
D) Ridge Pole

E) Certified Truss @ 16" O.C.
F) Ceiling Panel
G) Side Rail or Mate Beam
H) Gable End Frame (Modified truss or 2x3 framing)

Column Connection at Beam and Floor
N.T.S.

Notes:
Strap size for endwall is 1/2" of size listed in chart (Min. 1 1/2")
Design based on difference between wind uplift and roof deadload of 7 psf.
All staples to be 1 1/4" x 14ga.
Refer to chart for staple quantity Typical Top and Bottom
One or two layers of strapping (30ga. galvanized steel) refer to chart for strap size typical top and bottom

SPAN	8' UNIT	10' UNIT	12' UNIT	14' UNIT
8'-0"	1 1/2"	1 1/2"	1 1/2"	1 1/2"
12'-0"	1 1/2"	3 1/2"	3 1/2"	3 1/2"
16'-0"	3 1/2"	3 1/2"	3 1/2"	3 1/2"
20'-0"	3 1/2"	3 1/2"	3 1/2"	3 1/2"
24'-0"	3 1/2"	3 1/2"	3 1/2"	3 1/2"
28'-0"	3 1/2"	3 1/2"	3 1/2"	3 1/2"
32'-0"	3 1/2"	3 1/2"	3 1/2"	3 1/2"

1 1/2" x 10" STRAP	6 EA. END
3 1/2" x 14" STRAP <td>14 EA. END</td>	14 EA. END
5" x 14" STRAP <td>20 EA. END</td>	20 EA. END
7" x 14" STRAP <td>23 EA. END</td>	23 EA. END

End wall to Side Wall
Scale = 1/2" = 1'-0"

Secure roof metal to framing w/ 8 x 1" screws thru caulked and sealed J-roll @ 4" O.C.
Fasten roof to wall w/ 16d toe nailed thru roof roll into top plate @ 12" O.C.

Roof to Sidelwall
1/2" = 1'-0"

3" x 6" x 20ga. steel strap w/ 3 8d nails or 7/16" x 1 1/4" leg x 14ga. staples each side

Double Top Plate Connection Detail
1" = 1'-0"

Floorjoist Box Detail
1/2" = 1'-0"

Exterior Wall to Floor
Scale = 1/2" = 1'-0"

16d Nail 12" O.C. thru Bottom Plate into Floor Joist
1 1/2" x 30ga. Galvanized Steel (5) Staples Each into Floor Joist and into Studs

Roof Strapping Detail
1/2" = 1'-0"

1 1/2" x 16" x 30ga. steel strap w/ (5) staples (16ga. x 1" leg) each end of strap, 4'-0" O.C.

Roof Connection Details For 30# to 40# P.S.F. Roof
1/2" = 1'-0"

Mate Beam to Truss Connection Detail
N.T.S.

Notes:
Add center rail for 14' units with 40 P.S.F. roof live load. Extra rail not required for 30 or 32 P.S.F. roof live loads

Live Load	3 1/4" x .131 P-Nails	#8 Screws
30	6	4
32	6	5
40	7	5

Beam Thickness	Nail	#8 Screws
30	3 1/4" x .131 P-Nails	3"

Block Splice
Scale = 1/2" = 1'-0"

Block splice w/ 5 7/16" crown x 3" leg x 14ga. staples or 10d nails each side of splice.
1. Approximately 50% of teeth to be on each side of splice.
2. Splice need not be centered
3. Apply to single top plates and all bottom plates

Single Plate Splice Detail
1" = 1'-0"

Plate Splice
Scale = 1/2" = 1'-0"

Butt Tight
Splice Plate with 3x6x20 Ga. Toothed Plate Connectors

Optional Single Plate Splice Detail
1" = 1'-0"

Notes:
Splices in double top plates are staggered 48" minimum to avoid the use of splice blocks.
29 Ga. Steel Plate
3x6x20 Ga. Toothed Plate Connectors
29 Ga. Steel Plate Top and Bottom of Single 2x
(5) 16 Ga. x 1 1/4" Leg Wide Crown Staples Each Side

SECTION LOCATION

FLOOR JOIST TO RIM JOIST
3-16d NAILS OR 3-1/4" x .131 P-NAIL @ 24" O.C. STAGGERED
3" x 4" 20 GA. GALVANIZED STEEL GANG NAILS PLATES BOTH SIDES. ALT. 2 X 6 SPLICE BLOCK 24" LONG MIN. W/ 100 NAILS OR 3-1/4" x .131 P-NAIL EACH SIDE OF SPLICE
3" x 4" 20 GA. GALVANIZED STEEL GANG NAILS PLATES BOTH SIDES. ALT. 2 X 6 SPLICE BLOCK 14 1/2" LONG INSTALLED BETWEEN JOISTS WITH 3-10d NAILS OR 3-3/4" x .131 P-NAILS ON EACH SIDE OF SPLICE

RIM JOIST END SPLICES
GLUE DECK TO ALL FRAMING MEMBERS WITH WITH AFG-01 APPROVED ADHESIVE. 1/4" DIAMETER GLUE BEAD CONTINUOUS AND FASTEN WITH 7/16" x 2" x 18 GAUGE STAPLE @ 6" O.C. @ EDGES & 8" O.C. @ INTERMEDIATE (5/8" THICK MAX.) OR 2" x 1 1/2" RING NAIL @ 12" O.C. @ PERIMETER EACH SHEET AND 12" O.C. @ INTERMEDIATE JOIST. (3/4" THICK MAX.) FASTEN WITH 7/16" x 2" x 15 GAUGE STAPLE @ 1/2" O.C. @ EDGES & 4" O.C. @ INTERMEDIATE (5/8" THICK MAX.) OR 2" x 1 1/2" RING NAIL @ 6" O.C. @ PERIMETER EACH SHEET AND 12" O.C. @ INTERMEDIATE JOIST. (3/4" THICK MAX.) RING NAIL @ 6" O.C. @ PERIMETER EACH SHEET AND 12" O.C. @ INTERMEDIATE JOIST. (3/4" THICK MAX.)

DECKING TO JOIST
(GLUE APPLICATION)
FASTEN TO DECKING WITH 30 x 1 1/4" RING NAIL @ 3" O.C. @ PERIMETER EACH SHEET AND 6" O.C. @ INTERMEDIATE. STAGGER JOINTS 2" FROM DECKING JOINTS TO MISS JOIST. (NO GLUE)

DECKING TO JOIST
(NO GLUE)
3/8" CARRIAGE BOLTS THROUGH CORNERS AND ANGLE AREA BUTT JOINTS THROUGH FLOOR LENGTH BASED ON FLOOR JOIST DEPTH. 3/8" DIA. x 3" LAG SCREWS THROUGH OUTRIGGER TIPS INTO FLOOR FRAMING 48"

UNDERLAYMENT TO DECKING
(1/4" 3 PLY)
STAGGER JOINTS 2" FROM DECKING JOINTS TO MISS JOIST. (NO GLUE)

FLOOR TO FRAME
3/8" CARRIAGE BOLTS THROUGH CORNERS AND ANGLE AREA BUTT JOINTS THROUGH FLOOR LENGTH BASED ON FLOOR JOIST DEPTH. 3/8" DIA. x 3" LAG SCREWS THROUGH OUTRIGGER TIPS INTO FLOOR FRAMING 48"

WALLS
BOTTOM BOARD TO JOIST
TOP & BOTTOM PLATE TO STUDS
DOUBLE TOP PLATE
DOUBLE STUDS
DOUBLE HEADERS
HEADER TO STUDS
BELT RAILS TO STUDS
WALLS TO FLOOR

CHOWALL TO SIDEWALL
PARTITION TO FLOOR
PARTITION TO SIDEWALL
GLUE PANELING TO WALL FRAMING
STAPLE OR 1-1/4" x 18 GA. BRAD @ 6" O.C. @ PANEL EDGES AND 18" O.C. @ INTERMEDIATE STUDS

1/2" x 5/8" VINYL COVERED GYPSUM
GLUE GYPSUM TO ALL FRAMING MEMBERS WITH AFG-01 APPROVED ADHESIVE. 1/4" DIAMETER GLUE BEAD CONTINUOUS AND FASTEN WITH 5/32" x 1 1/2" x 30 GA. STAPLES, 1 1/4" WALL BOARD NAILS, OR 48" O.C. (5) 7/16" x 1" x 18 GA. STAPLES EACH INTO FLOOR JOIST AND INTO STUDS. OR 30d NAILS @ 16" O.C. PLUS 1-1/2" x 30 GA. GALVANIZED STEEL STRAPS @ 16" O.C. @ EDGES & 12" O.C. @ INTERMEDIATE. (NOTE: GALVANIZED STEEL STRAPS NOT NEEDED IF A WOOD SIDING OR A WOOD SHEATHING IS USED.)

1/2" x 5/8" RAW GYPSUM
GLUE GYPSUM TO ALL FRAMING MEMBERS WITH AFG-01 APPROVED ADHESIVE. 1/4" DIAMETER GLUE BEAD CONTINUOUS AND FASTEN WITH 5/32" x 1 1/2" x 30 GA. STAPLES, 1 1/4" WALL BOARD NAILS, OR 48" O.C. (5) 7/16" x 1" x 18 GA. STAPLES EACH INTO FLOOR JOIST AND INTO STUDS. OR 30d NAILS @ 16" O.C. PLUS 1-1/2" x 30 GA. GALVANIZED STEEL STRAPS @ 16" O.C. @ EDGES & 12" O.C. @ INTERMEDIATE. (NOTE: GALVANIZED STEEL STRAPS NOT NEEDED IF A WOOD SIDING OR A WOOD SHEATHING IS USED.)

1/2" PLYWOOD & LESS SHEATHING TO WALL FRAMING
THERMOPLY WALL SHEATHING
1/16" ALUMINUM TO WALL FRAMING

TI-11 WOOD OR OSB SIDING TO WALL FRAMING
STEEL RIBBED SIDING TO WALL FRAMING

PLASTIC MOLDINGS
TRIM
DOOR JAMBES
PLYWOOD SHEATHING (1/2" OR LESS)

ROOF
PLYWOOD SHEATHING
(5/8" & 3/4")
STANDARD ROOF RAIL TO RAFTERS
PLYWOOD BEAM TO RAFTERS
ROOF RAIL SPLICES
ROOF TO SIDEWALLS

ROOF TO ENDWALLS
PREFINISHED CEILING BOARD (5/16", 3/8" OR 1/2")

RAW GYPSUM CEILING BOARD
(3/8" OR 1/2")

1/2" FIBER BOARD CEILING

WATING BEAM CONSTRUCTION
METAL ROOF
ROOF TO PARTITIONS
MULTI-WIDE CONNECTING & MATING LINE(S)
MODULE ROOF

TOE SCREW BETWEEN MODULES
TOE SCREW BETWEEN MODULES WITH #8 x 3" SCREWS @ 18" O.C. STAGGERED EACH SIDE @ BOTH ROOF & CEILING LINES
BOLT THRU FRAME CLIPS LOCATED APPROX. 6" O.C. WITH 3/8" DIA. BOLTS
SCREW THRU END STUDS WITH #8 x 3" SCREWS 12" O.C. OVER THE ROOF TIE DOWN STRAPS

STAMPS AND SEALS

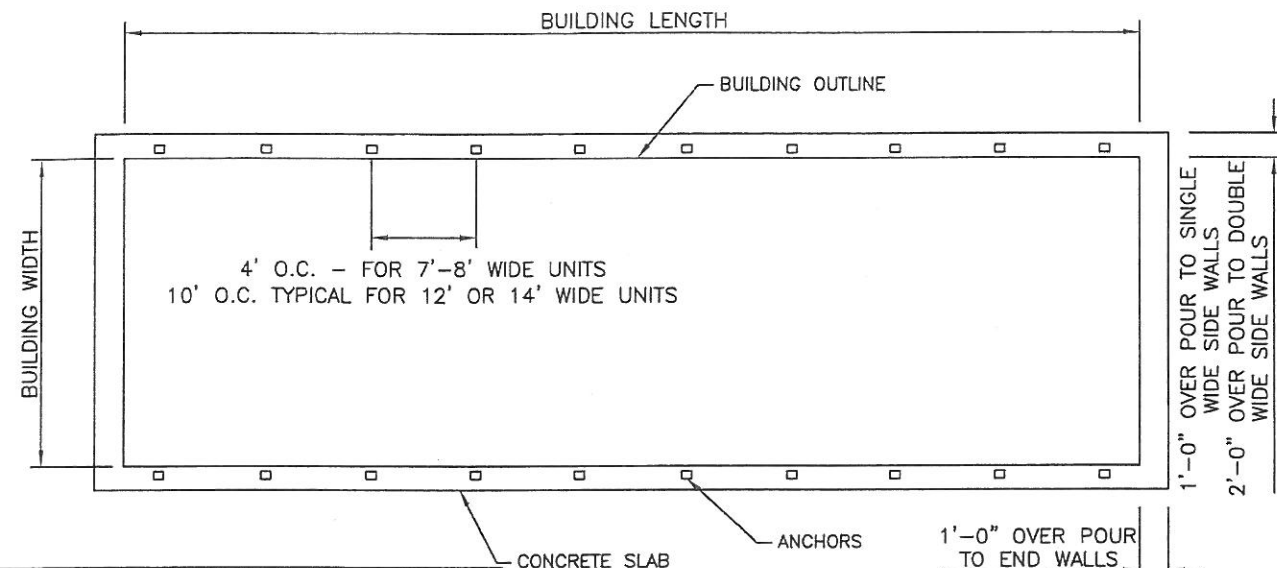
Texas Industrialized Building Code Council
IBC, X, IRC
Approval Date: MAY 7 - 2007
APPROVED
NIA INC.
INDRA.

28x50 MPA Stock Bank
2854/ (2) 13'-9" x 50'-0" (1379 Sq. Ft.)
Construction Details

Miller Building Systems
A Division of Cochran Industries
www.millerbuilding.com
Corporate Office
58120 C.R. 3, South Elkhart, Indiana
(800) 423-2958
Fax: (717) 655-2081

Detail: MPA Systems
Designer: Lottelmeier
Designer: Torgeson
Detail Representative: Kim Shaw
MSB Sales Rep: Shannon Drews
MSB Book Number: 07-2242-MP2854

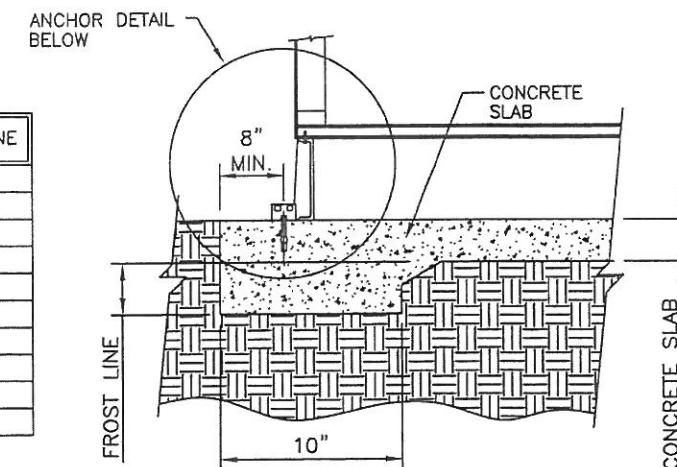
Date: 3/27/2007
Project: MMS/RM
Team Leader: M. Schrock
Scale: 1/4" = 1'-0"
Serial Number: Indiana
Drawing Number: 7098
Sheet: DT2



NOTE: ANCHORS TO BE 1'-0" FROM EACH END AND SPACED ACCORDING TO ANCHORING PLAN. NUMBER OF ANCHORS PER CALCULATIONS AND ANCHORING PLAN.

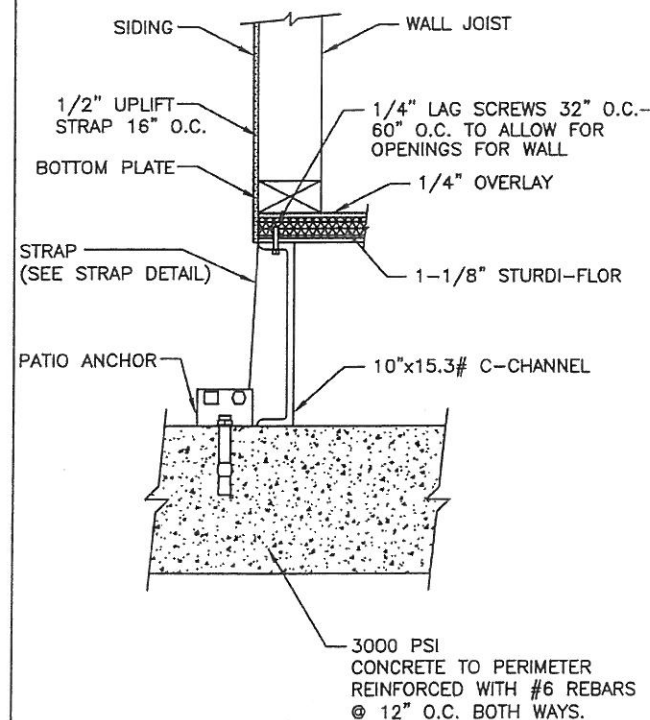
PLAN OF SLAB
N.T.S.

STATE	FROST LINE	STATE	FROST LINE
NEVADA	30"	LOUISIANA	4"
UTAH	30"	MISSISSIPPI	6"
COLORADO	36"	ARKANSAS	18"
KANSAS	30"	OKLAHOMA	18"
MISSOURI	36"	TEXAS	16"
KENTUCKY	36"	NEW MEXICO	12"
VIRGINIA	24"	TENNESSEE	20"
NORTH CAROLINA	20"	ALABAMA	8"
SOUTH CAROLINA	18"	GEORGIA	8"
		FLORIDA	2"



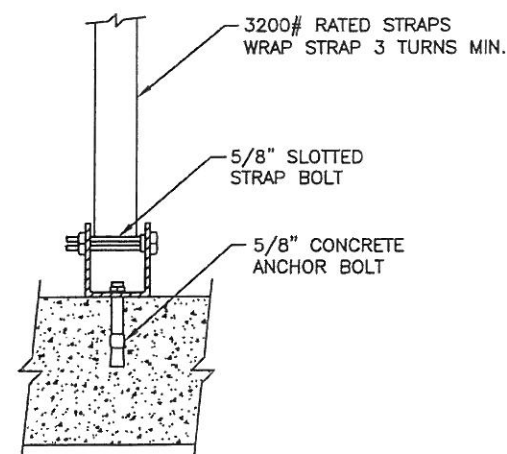
SECTION 1 @ CONCRETE SLAB
N.T.S.

UNIT	FRAME DIMENSION	SLAB DIMENSION
A	7x8	9x10
B	8x20 8x26	10x22 10x28
C	12x40	14x42
CD	12x60	14x62
MD	14x60	16x62
D	14x70	16x72
CC	24x40 28x40	28x42 32x42
MCC	28x50	32x52
MDD	28x60	32x62
DD	28x70	32x72

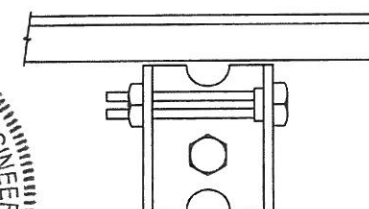


ANCHOR DETAIL
N.T.S.

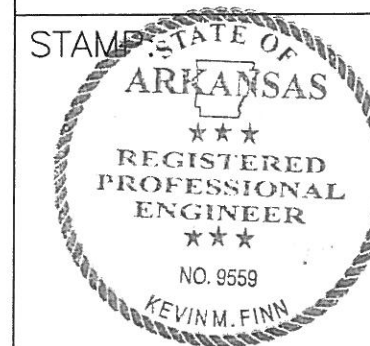
SYSTEM DESIGNED 2000 IBC @ 130 MPH
WIND LOAD- EXPOSER "B"
RECOMMENDED FOUNDATION
ANCHORING SYSTEM.



STRAP DETAIL
N.T.S.



ANCHOR SECTION
N.T.S.



REV	DATE	DESCRIPTION	BY
1	15MAR06	ISSUE FOR PRODUCTION	BRB
2	01MAR06	ISSUE FOR CLIENT REVIEW	BRB

NOTES:

CUSTOMER ACCEPTANCE

- ☐ - ACCEPTANCE AS DRAWN
☐ - ACCEPTANCE EXCEPT AS NOTED

BY: _____

DATE: _____

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DRAWN BY: SEB

DATE: 18FEB04

SCALE: NTS

CLIENT:

ATCO STRUCTURES (USA) INC.
1106 NORTH TEMPLE DRIVE
DIBOLL, TEXAS 75941

PROJECT:

NMBB
28'X70' BANK

SPECIFICATION NUMBER

705-135

DRAWING TITLE:
FOUNDATION DRAWINGS
SOUTHERN STATES

DRAWING NO:

93498-01-F02

ATCO Structures
ATCO Structures (USA) Inc.



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Mayor Pro Tem, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town Council Meeting Minutes
Thursday, February 27, 2020
Chamber Room - 1500 Commons Circle, Suite 300 – Northlake, Texas 76226**

1. Mayor David Rettig called the workshop to order at 6:30 pm, quorum present

Council present: David Rettig, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator, Nathan Reddin, Development Services Director; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; John Zagurski, Finance Director; Tara Barton, Communications & Marketing Coordinator; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Legal Counsel; Ben McGahey, PE Town Engineer; Terry Morgan, Legal Counsel

Invocation given by Drew Corn, Town Administrator
Mayor David Rettig led the Pledge of Allegiance to the American Flag

2. Briefing Items

- A. Nathan Reddin, Development Director, briefed the council on temporary commercial buildings

No provision for temporary commercial facilities exists except for temporary construction offices thru a Temporary Use Permit. Been approached by two separate businesses about the possibility of using a modular, portable building temporarily while construction of permanent facilities is completed. Will need to schedule public hearing to update Unified Development Code amendment to allow for the proposed regulations

- B. Mayor Pro Tem Brian Montini led the discussions on Tree Protection Ordinance

Current tree protection regulations require specific trees to be planted of specified diameters. Developers are incentivized to preserve existing approved trees. Town does not prohibit the clearing of trees as long as the appropriate number of new approved trees are planted.

- C. Drew Corn, Town Administrator, updated the council on some TxDOT Partnership Proposed Projects

Prohibit northbound Raceway traffic to cross SH114 by installing right turn only island; expand and curb paved turning radius of Ashmore Lane at northbound IH-35W frontage road; construct additional right turn only lane at IH-35W northbound off ramp to FM1171

D. Council Member Hardeman briefed the council on the importance of ‘Branding’

Explained branding and types, brand identity very important which included the logo, color palette, text and type face and show examples of branding on town vehicles and water tower

E. Tara Barton, Communications & Marketing Coordinator updated the council on the Northlake Resident Survey Preliminary Results

Received total of 566 respondents; overall results were similar in terms of resident satisfaction with slight shift from good to excellent regarding police department. Most respondents preferred a grocery store followed by a pharmacy

3. Mayor Rettig called the regular meeting to order at 7:36 pm, quorum present

4. Public Input

- Northlake resident Laura McGregor, asked council to consider an ordinance to become a sanctuary city for the unborn, saying other Texas communities have passed such an ordinance
- Northlake resident Joel McGregor, stated he did not think it was wise for the town to spend taxpayers money on TxDOT road projects. Referencing the 2020 Northlake Resident Survey, a list of services was provided for residents to rate the quality of each of these services one being code enforcement. Felt it was not clear on this

5. Regular Items

F. Mayor Pro Tem Montini made the motion to approve the Site Plan (Case # SP-20-002), with a variance to drive-through stacking requirements, of Northlake Commons Phase 5, a proposed two-building, 17,770 square-foot commercial development on 1.654 acres situated in the Patrick Rock Survey, Abstract No. 1063, platted as Lot 3, Town Commons, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown, Inc. is the engineer/surveyor. 2nd by Council Member Lambert

Vote: motion was approved
For: Montini, Lambert, Sessions, Simpson
Against: Hardeman

G. Zoning change (Case #Z-20-001) request from Rural Residential (RR) to Industrial (I) for an approximately 1.5 acre tract of land situated in the G. Ramsdale Survey, Abstract No. 1128 located on the west side of Cockleburr Road at 11682 Cockleburr Road. Therese A. Whalen, owner. Mark McPherson is the application.

- i. Mayor Rettig open the public hearing at 8:01 pm
No one came forward for or against
Mayor Rettig closed the public hearing at 8:01 pm
- ii. Council Member Sessions made the motion to approve Ordinance 20-0227A. 2nd by Council Member Simpson

Vote: motion was approved unanimous
For: Sessions, Simpson, Montini, Lambert, Hardeman
Against: none

- H. Mayor Pro Tem Montini made the motion to approve the Preliminary Plat of Pecan Square Phase 2A-2 (Case #PP 20-001), a phase of the Pecan Square development consisting of 20 single-family residential lots and 1 HOA lot on a 3.62-acre tract of land out of the F.W. Thornton Survey, Abstract No. 1244, generally located 600 feet east of Fielding Street at Shorthorn Drive, and zoned Mixed-Use Planned Development (MPD). HP Gibbs, LP and Pecan Square 2A, LLC are the owners. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. 2nd by Council Member Simpson

Vote: motion passed
For: Montini, Simpson, Sessions, Lambert
Against: Hardeman

- I. Council Member Hardeman made the motion to approve the Interlocal Agreement with Belmont FWSD No. 1 for cost sharing of intersection improvements at FM 407 and Cleveland Gibbs Road in amounts not to exceed \$150,000 for the Town of Northlake. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Hardeman, Montini, Lambert, Sessions, Simpson
Against: none

6. By general consent, Mayor Rettig convened the council into Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting at 8:15 pm

By general consent, Mayor Rettig reconvened the council into the regular meeting at 8:24 pm

5. Regular Items (continued)

- J. Mayor Pro Tem Montini made the motion to approve Ordinance No. 20-0227B of the Town of Northlake, Texas, approving the amended project plan and financing plan for Tax Increment Reinvestment Zone Number 1. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Montini, Simpson, Sessions, Lambert, Hardeman
Against: none

- K. Council Member Lambert made the motion to approve Ordinance No. 20-0227C altering the prima facie speed limit of established for vehicles under the provisions of Transportation Code, Section 545.356 upon IH 35W Northbound Frontage Road at State Highway 114 or parts thereof, within the corporate limits of the Town of Northlake, Texas, as set out in this ordinance, providing a penalty of a fine not to exceed \$200.00 for the violation of this ordinance to 55 mph from south town limits to SH 114. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Lambert, Montini, Hardeman, Sessions, Simpson
Against: none

- L. Council Member Sessions made the motion to approve Ordinance No. 20-0227D authorizing the imposition of a 20% penalty for collections costs on delinquent taxes for Tax Year 2019 and subsequent years; and authorizing a collection fee for certain debts owed to the Municipal Court of the Town of Northlake. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Sessions, Simpson, Montini, Lambert, Hardeman
Against: none

- M. Mayor Pro Tem Montini made the motion to approve the Management and Improvement Services Agreement for the Northlake Public Improvement District No. 1 (Harvest Residential) managed by First Service Residential Texas, Inc., and authorizing the Town Administrator to sign the agreement. 2nd by Council Member Lambert

Vote: motion passed unanimous
For: Montini, Lambert, Sessions, Hardeman, Simpson
Against: none

- N. Council Member Sessions made the motion to approve Resolution No. 20-5 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Sessions, Simpson, Montini, Lambert, Hardeman
Against: none

- O. Council Member Sessions made the motion to approve Resolution No. 20-6 authorizing the Town Administrator to contract with Halff Associates Inc. for engineering services for roadway improvements of Old Justin Road from Faught Road to Flanagan Farm Drive to include survey, geotechnical, design plans and construction administration not to exceed \$53,120. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Sessions, Montini, Simpson, Lambert, Hardeman
Against: none

- P. Council Member Simpson made the motion to approve the January 23, 2020 Meeting Minutes. 2nd Council Member Hardeman

Vote: motion passed unanimous

For: Simpson, Hardeman, Lambert, Montini, Sessions
Against: none

7. By general consent, the Mayor convened the council into Executive Session at 8:43 pm to discuss the items listed below pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- (i) Legal advice on any matter related to any posted agenda item; or
- (ii) Legal advice related to Ridgeview Estates development options; or
- (iii) Pending or contemplated litigation; or
- (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651; or
- (v) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting;
or
- (vi) District Court of Denton County, Texas: Town of Northlake, Texas vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company No. 20-0649-367 related to Eagleton and Applewood road failures; or
- (vii) Potential litigation related to Dale Earnhardt Way road failures; or
- (viii) Interlocal agreement between Town and City of Fort Worth executed on August 6, 1997.

8. By general consent, Mayor Rettig reconvened the council into open session at 10:33 pm
Mayor Rettig stated no action was taken as a result of the executive session

9. By general consent, Mayor Rettig adjourned the meeting at 10:33 pm

Passed and approved by Town Council on this the 9th day of April 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Mayor Pro Tem, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town Council Meeting Minutes
Thursday, March 26, 2020**

1. Mayor David Rettig called the regular meeting to order at 6:36 pm, quorum was present via teleconference
Mayor Rettig gave the invocation

Council present: David, Rettig, Rena Hardeman, Jimmy Lambert, Brian Montini,
Roger Sessions, Danny Simpson
Staff present: Drew Corn, Town Administrator; Shirley Rogers, Town Secretary; Nathan Reddin,
Development Director; John Zagurski, Finance Director and Tara Barton,
Communications & Marketing Coordinator
Consultants present: Ashley Dierker, Legal Counsel

2. Regular Items

- A. Council Member Sessions made the motion to approve Resolution No. 20-7 of the Town of Northlake, Texas consenting to the extension of the First Amended Declaration of Local Disaster executed by Mayor David Rettig on March 23, 2020 indefinitely providing an effective date of March 26, 2020 to include not allowing self-serve food in convenience stores. 2nd by Council Member Lambert

Vote: motion passed unanimous
For: Sessions, Lambert, Hardeman, Montini, Simpson
Against: none

- B. Council Member Hardeman made the motion to approve Resolution No. 20-8 of the Town of Northlake, Texas postponing the General Election called for May 2, 2020 to November 3, 2020, for the offices of Town Council Place 1, Place 2, and Place 3; establishing procedures for the postponed election; and providing an effective date and to inquire with the Governor's office about July 14th primary run-off date as a possible election date. 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Hardeman, Sessions, Simpson, Montini, Lambert
Against: none

- C. Ordinance to amend Article 5 "Zoning Districts," Section 5.12 "Temporary Use Permit (TUP)" of the Unified Development Code (UDC) to add Temporary Commercial Buildings as a permitted temporary use with certain conditions. Case # UDC-20-001

- a. Mayor Rettig open the public hearing at 7:20 pm to hear comments for or against the amendment
No email(s) with comments were received by Town Secretary prior to the meeting
Mayor Rettig closed the public hearing at 7:20 pm

- b. 1st Council Member Hardeman made the motion to deny Ordinance No. 20-0326. 2nd by Council Member Lambert

Vote: motion failed
For: Hardeman, Lambert
Against: Montini, Sessions, Simpson

2nd Mayor Pro Tem Montini made the motion to approve Ordinance No. 20-0326 modified to require town council approval for Temporary Use Permits requested for commercial buildings. 2nd by Council Member Sessions

Vote: motion passed
For: Montini, Sessions, Simpson
Against: Hardeman, Lambert

- D. Mayor Pro Tem Montini made the motion to approve Preliminary Plat of Northlake Storage & RV Park, a 33.804-acre tract of land out of the A.M. Gautney Survey, Abstract No. 501, generally located on the west side of Cleveland-Gibbs Road approximately 1,300 feet north of Edna Lane, and zoned Mixed-Use Planned Development (MPD). Henry Northlake Development LLC is the owner. McAdams is the applicant/surveyor/engineer. Case # PP-20-002. 2nd by Council Member Simpson

Vote: motion passed
For: Montini, Simpson, Sessions, Lambert
Against: Hardeman

- E. Council Member Simpson made the motion to approve the Final Plat of Northlake Storage, a 10.093-acre tract of land out of the A.M. Gautney Survey, Abstract No. 501, generally located on the west side of Cleveland-Gibbs Road approximately 1,300 feet north of Edna Lane, and zoned Mixed-Use Planned Development (MPD). Henry Northlake Development LLC is the owner. McAdams is the applicant/surveyor/engineer. Case # FP-20-002. 2nd by Mayor Pro Tem Montini

Vote: motion passed
For: Simpson, Montini, Sessions, Lambert
Against: Hardeman

- F. Mayor Pro Tem Montini made a motion to approve the Site Plan of Northlake Storage, a proposed 279-space RV storage facility on a 8.72-acre tract of land to be platted as Lot 1, Block A, Northlake Storage, located on the west side of Cleveland-Gibbs Road approximately 1,300 feet north of Edna Lane, and zoned Mixed-Use Planned Development (MPD) with a condition of an 8 foot SimTek perimeter fence around the entire storage area. Henry Northlake Development LLC is the owner. McAdams is the applicant/engineer. Case # SP-20-003. 2nd by Council Member Simpson

- a. Mayor Rettig open the public hearing at 7:54 to hear comments for or against the Site Plan
No email(s) or comments were received by Town Secretary prior to the meeting
Mayor Rettig closed the public hearing at 7:54 pm

Vote: motion passed
For: Montini, Simpson, Sessions
Against: Hardeman, Lambert

G. Mayor Pro Tem Montini made the motion to approve the Final Plat of Pecan Square Phase 2A-1, a phase of the Pecan Square development consisting of 172 single-family residential lots and 5 open space lots on 35.904 acres out of the A. McDonald Survey, Abstract No. 785, and the F.W. Thornton Survey, Abstract No. 1244, generally located south of FM 407 at N. Pecan Parkway, and zoned Mixed-Use Planned Development (MPD). Pecan Square Phase 2, LLC is the owner. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # FP-20-001. 2nd by Council Member Simpson

Vote: motion passed
For: Montini, Simpson, Sessions, Lambert
Against: Hardeman

H. Mayor Pro Tem Montini made the motion to approve the Final Plat of Pecan Square Phase 2A-2, a phase of the Pecan Square development consisting of 20 single-family residential lots and 1 open space lot on a 3.62-acre tract of land out of the F.W. Thornton Survey, Abstract No. 1244, generally located 600 feet east of Fielding Street at Shorthorn Drive, and zoned Mixed-Use Planned Development (MPD). HP Gibbs, LP and Pecan Square 2A, LLC are the owners. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # FP-20-003. 2nd by Council Member Simpson

Vote: motion passed
For: Montini, Simpson, Sessions, Lambert
Against: Hardeman

3. Mayor Rettig convened the council into Executive Session at 8:11 pm

Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- (i) Legal advice on any matter related to any posted agenda item;
- (ii) Legal advice related to Ridgeview Estates development options;
- (iii) Pending or contemplated litigation;
- (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651;
- (v) Matters in which the duty of the Town's attorneys to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act regarding two interlocal agreements with the City of Fort Worth;
- (vi) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting;
- (vii) Potential litigation related to Eagleton and Applewood road failures;
- (viii) Potential litigation related to Dale Earnhardt Way road failures.

4. Mayor Rettig reconvened the council into open session at 9:25 pm – no action taken as a result of the closed session

5. Mayor Rettig adjourned the meeting at 9:25 pm

Passed and approved on the __ day of April 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: APRIL 9, 2020

REF. DOC. : STEERING COMMITTEE OF CITIES SERVED BY ONCOR STAFF
REPORT

SUBJECT: STEERING COMMITTEE OF CITIES SERVED BY ONCOR 2020
ASSESSMENT



STRATEGIC GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)

BACKGROUND INFORMATION:

- The Steering Committee of Cities Served by Oncor ("OCSC") is composed of 162 municipalities has saved cities and ratepayers millions of dollars in unreasonable charges
- Their annual assessment is a per capita fee of \$0.07, a decrease of \$0.01 compared to 2019
 - Total fee for this year is \$254.10, based on a population estimate of 3.630
 - Town will update population estimate and expects higher fee next year

COUNCIL POLICY RECOMMENDATION:

- Continue to participate in the Steering Committee of Cities Served by Oncor

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 20-9**

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF SEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the Town of Northlake is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the town; and
- WHEREAS, the Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the Town is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Executive Committee in its December 2019 meeting set a budget for 2020 that compels an assessment of seven cents (\$0.07) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS:**

I.

That the Town is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the Town of Northlake and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the Town limits.

II.

The Town is further authorized to pay its assessment to the Steering Committee of seven cents (\$0.07) per capita based on the population figures for the Town shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 9th day of April 2020, by a vote of _____ ayes and _____ nays at a regular meeting of the Town Council of the Town of Northlake, Texas.

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town Attorney

STEERING COMMITTEE CITIES SERVED BY ONCOR (162)

Addison	Frisco	Plano
Allen	Frost	Pottsboro
Alvarado	Gainesville	Prosper
Andrews	Garland	Ranger
Anna	Glenn Heights	Red Oak
Archer City	Grand Prairie	Rhome
Argyle	Granger	Richardson
Arlington	Grapevine	Richland
Azle	Haltom City	Richland Hills
Bedford	Harker Heights	River Oaks
Bellmead	Haslet	Roanoke
Belton	Henrietta	Robinson
Benbrook	Hewitt	Rockwall
Beverly Hills	Highland Park	Rosser
Big Spring	Honey Grove	Rowlett
Breckenridge	Howe	Sachse
Bridgeport	Hudson Oaks	Saginaw
Brownwood	Hurst	Sansom Park
Buffalo	Hutto	Seagoville
Burkburnett	Iowa Park	Sherman
Burleson	Irving	Snyder
Caddo Mills	Jolly	Southlake
Cameron	Josephine	Springtown
Canton	Justin	Stephenville
Carrollton	Kaufman	Sulphur Springs
Cedar Hill	Keene	Sunnyvale
Celina	Keller	Sweetwater
Centerville	Kennedale	Temple
Cleburne	Kerens	Terrell
Coahoma	Killeen	The Colony
Colleyville	Krum	Trophy Club
Collinsville	Lake Worth	Tyler
Colorado City	Lakeside	University Park
Comanche	Lamesa	Venus
Commerce	Lancaster	Waco
Coppell	Lewisville	Watauga
Copperas Cove	Lindale	Waxahachie
Corinth	Little Elm	Westover Hills
Cross Roads	Little River Academy	Westworth Village
Crowley	Malakoff	White Settlement
Dallas	Mansfield	Wichita Falls
Dalworthington Gardens	McKinney	Willow Park
DeLeon	Mesquite	Woodway
De Soto	Midland	Wylie
Denison	Midlothian	
Duncanville	Murchison	
Early	Murphy	
Eastland	New Chapel Hill	
Edgecliff Village	North Richland Hills	
Ennis	Northlake	
Eules	Oak Leaf	
Everman	Oak Point	
Fairview	Odessa	
Farmers Branch	O'Donnell	
Fate	Ovilla	
Flower Mound	Palestine	
Forest Hill	Pantego	
Forney	Paris	
Fort Worth	Parker	

City of Arlington, c/o Oncor Cities
Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste. 300
MS # 63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
2/6/2020	20-157

Bill To
Town of Northlake

Item	Population	Per Capita	Amount
2020 Membership Assessment	3,630	0.07	254.10
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010		Total	\$254.10

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: APRIL 9, 2020

REF. DOC.: 1997, 2011 ETJ EXCHANGE AGREEMENTS WITH FORT WORTH
1997 INTERLOCAL AGREEMENT WITH FORT WORTH

SUBJECT: ETJ EXCHANGE AGREEMENT WITH CITY OF FORT WORTH AND
AMENDMENT TO 1997 INTERLOCAL AGREEMENT



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)
- Control our Own Destiny; Strategically manage ETJ annexations (Council Goal)

BACKGROUND INFORMATION:

In 1997, the Town of Northlake exchanged extraterritorial jurisdiction (ETJ) with the City of Fort Worth which specified five parcels, three to Northlake and two to Fort Worth. Also, in 1997, the Town entered into an interlocal agreement (ILA) with Fort Worth which including a number of considerations such as wholesale water contract, sponsorship of Trinity River Authority membership, and revenue sharing area. In 2011, Northlake exchanged additional areas of ETJ with Fort Worth.

In 2016, the City of Justin attempted to develop in Northlake's ETJ. Northlake sought and was granted a restraining order and subsequently sued Justin. Northlake prevailed in trial court on all counts, but the ruling was overturned by the appellate court on a specific point of law. Northlake appealed to the Texas Supreme Court where the case is still under review.

In order to preserve Northlake's ETJ, the Town has proposed entering into a new agreement with Fort Worth that clarifies and confirms the ETJ gained in the 1997 swap as modified by the 2011 swap. In order for Fort Worth to consider the proposed agreement, it desires the discontinuation of the revenue share portion of the ILA and in compensation will exchange an additional three tracts to Northlake.

PROPOSED AGREEMENTS:

- ETJ Exchange Agreement
 - Fort Worth preserves areas for Northlake to annex in the future
 - Allows for extension of Northlake ETJ boundary on annexation or exchange
- Amendment to 1997 ILA
 - Discontinues revenue share in exchange for three additional tracts
 - Provides water and sewer CCNs to Northlake for the new areas exchanged
 - Provides for Northlake's authority over plats and developments in reserved ETJ

RECOMMENDATION:

- Approve 2020 ETJ Agreement and Amendment to 1997 ILA

**INTERLOCAL AGREEMENT
ALLOCATING EXTRATERRITORIAL JURISDICTION
BETWEEN
THE CITY OF FORT WORTH, TEXAS AND
THE CITY OF NORTHLAKE, TEXAS**

This Interlocal Agreement is by and between the City of Fort Worth, Texas (“Fort Worth”), a home rule municipality, and the Town of Northlake, Texas (“Northlake”), a general law municipality, collectively “the Parties,” for the release, acceptance and allocation of extraterritorial jurisdiction (“ETJ”) between Fort Worth and Northlake, effective on the date that the last approving Party executes the Agreement.

RECITALS

The following recitals are deemed by the Parties as true and correct in all material respects:

A. Purpose and Intent

1. The purposes and intent of this Interlocal Agreement are as follows:
 - a. To affirm corporate and ETJ boundaries between the Parties unsettled by the decision of the Sixth District Court of Appeals in *Justin v. Northlake, City of Justin v. Town of Northlake*, 06-17-00054-CV, 2018 WL 4259853 (Tex. App.--Texarkana June 15, 2018, pet. filed (“*Justin* decision”), in accordance with the intent of the 1997 Joint Resolution and the 2011 Joint Resolution, as hereinafter defined.
 - b. To achieve the equity originally intended by the 1997 Joint Resolution and the 2011 Joint Resolution.
 - c. To make additional ETJ exchanges and boundary adjustments in exchange for revisions to that certain 1997 Interlocal Agreement between the Parties.
 - d. To address all contingencies presented by the *Justin* decision.
 - e. To supersede the exchanges of territory effected by the 1997 Joint Resolution and the 2011 Joint Resolution to the extent of a conflict.
 - f. To provide property owners within areas affected by this Agreement notice of the jurisdictional and regulatory boundaries of the Parties.

2. This Agreement is adopted pursuant to the authority of the parties to exchange territory and adjust municipal boundaries, including but not limited to Tex. Loc. Gov't Code section 42.022(d); section 43.003(3), and section 43.015.

B. History of Boundary Changes and Adjustments Between Fort Worth and Northlake

1. The territory that is subject to this Agreement consists of 11 parcels, as depicted in Exhibit 1 attached hereto.
 - a. Parcels 1 through 5 were the subject of a 1997 ETJ exchange agreement between the Parties ("1997 Joint Resolution").
 - b. Parcels 6 and 7 were the subject of a 2011 ETJ exchange agreement between the Parties ("2011 Joint Resolution"). Parcel 6 partially overlaps with Parcel 3.
 - c. Parcels 8 through 11 constitute new territory to be exchanged by the parties, except that Parcel 10 partially overlaps with Parcel 6 and the original Parcel 3. Parcels 8 and 9 are presently within the corporate limits of Fort Worth. Parcel 11 is within the ETJ of Northlake.
2. Immediately prior to the execution of the 1997 Joint Resolution, Fort Worth and Northlake had adjacent ETJ boundaries.
3. In 1997 Fort Worth and Northlake adopted the 1997 Joint Resolution, according to which each municipality reduced its ETJ and allocated such territory exclusively to the other municipality. At the time the Parties executed the 1997 Joint Resolution, Fort Worth had an ETJ extending five (5) miles from its then corporate limits and Northlake had an ETJ extending one-half (½) mile from its then corporate limits. The Joint Resolution with exhibits describing and depicting each parcel that was allocated is attached hereto as Exhibit 2.
4. The 1997 Joint Resolution allocated parcels 1, 2 and 3 to the ETJ of Northlake and parcels 4 and 5 to the ETJ of Fort Worth. A portion of parcel 1 was within one-half (1/2) mile of Northlake's then corporate limits. Parcels 4 and 5 were within five (5) miles of Fort Worth's then corporate limits.
5. In 1997 by Ordinance 13344, Fort Worth annexed all of parcel 5 in addition to other land located in Fort Worth's ETJ. In 1998, by Ordinance 13577, Fort Worth annexed all of parcel 4. In 1997, Northlake by Ordinances 1996-1114 and 1997-0703A annexed a portion of parcel 1. These annexations are shown in Exhibit 3 attached hereto. Ordinances 13344, 13577, 1996-1114 and 1597-0703A are attached hereto as Exhibits 4, 5, and 6, and 7 respectively.

6. The five-mile extension of Fort Worth's ETJ resulting by operation of law pursuant to Tex. Loc. Gov't Code section 42.022(a) from its annexation of parcels 5 and 4 relative to parcels 1, 2, and 3 is shown on Exhibit 8 attached hereto.
7. In 2011 Fort Worth and Northlake adopted the 2011 Joint Resolution, according to which each municipality reduced its ETJ and allocated such territory exclusively to the other municipality. Under the 2011 Joint Resolution, Northlake allocated a part of the ETJ (parcel 6) it had received from Fort Worth under the 1997 Joint Resolution (parcel 3) back to Fort Worth and received additional territory from Fort Worth (parcel 7). The 2011 Joint Resolution with Exhibits is attached as Exhibit 9. The depiction and legal description of parcel 7 is contained in Exhibit 10, which is attached hereto.
8. Parcels 8, 9 and 11 are unrelated to the transactions previously described and are to be allocated between the Parties for the first time under this Agreement as hereinafter provided for. Parcel 10, which encompasses part of parcels 3 and 6, as previously described, is also to be allocated pursuant to this Agreement. The legal descriptions and depictions of parcels 8, 9, 10 and 11 are attached hereto respectively as Exhibits 11, 12, 13 and 14.
9. In 1997, the Parties entered into that certain interlocal agreement pursuant to which Fort Worth would share its tax revenues resulting from annexation of parcel 5 with Northlake, *inter alia*. It is the intent of the parties that, in consideration of the ETJ transactions herein described, including expressly those described in paragraph B.8 of this Agreement, the Parties shall amend the 1997 Interlocal Agreement simultaneously with adoption of this Agreement to eliminate the revenue sharing component and to specify and clarify the authority of each Party within the ETJ areas to be transferred under this Agreement.

C. Uncertainty in Boundaries Created by *Justin* Decision

1. In the *Justin* decision, the Court of Appeals ruled that the 1997 Joint Resolution would be valid under Tex. Loc. Gov't Code section 43.003(3) only to the extent that the ETJ allocated by each city thereunder to the other was within the ETJ limitations of Tex. Loc. Gov't Code section 42.021 of the receiving municipality, a fact to be determined by further proceedings before the trial court. To the extent that the territory allocated by Fort Worth to Northlake was not within such limitations, the Court advanced two theories under which the 1997 Joint Resolution could be invalidated, again to be determined by the trial court on remand.
 - a. Under the first theory ("void resolution theory"), the 1997 Joint Resolution was void *ab initio*. The effect of such ruling would be to restore the ETJs released and allocated under the 1997 Resolution to the original Parties, except for land annexed by the parties pursuant to the Joint Resolution.

Accordingly, all of parcels 2 and 3 and a part of parcel 1 would have been returned to the ETJ of Fort Worth as of the date the Joint Resolution was executed.

- b. Under the second theory (“reformation theory”), the 1997 Joint Resolution could be reformed, such that each party generally released its ETJ to the other party, which party could receive such ETJ to the extent that the land was within the territorial limits prescribed under Tex. Loc. Gov’t Code 42.021. Accordingly, Fort Worth received all of parcels 4 and 5, and Northlake received part of parcel 1. The remainder of the territory allocated to Northlake by Fort Worth would be deemed to have been generally released by Fort Worth on the date that it was executed notwithstanding the express intent of the Parties to the contrary.
 - c. The annexations of territory allocated under the 1997 Resolution by Fort Worth and Northlake were conclusively validated under Tex. Loc. Gov’t Code section 43.901 then in effect two (2) years after the effective date of the annexation ordinances.
 - d. The 2011 Joint Resolution was not challenged in the *Justin* decision. However, the Resolution is potentially subject to the two theories advanced by the Court in that decision.
- 2. The *Justin* decision is still pending before the Texas Supreme Court on Northlake’s motion for rehearing, creating the further contingency that the Court of Appeals’ decision may be reversed or modified. The Parties by their briefs have urged the Supreme Court to affirm the validity of the 1997 Joint Resolution.
 - 3. Pursuant to Tex. Loc. Gov’t Code ch. 41, the Parties are required to keep current records of their respective corporate and extraterritorial boundaries and to provide notice thereof to affected residents and property owners.

D. Conclusions and Foundation for Agreement

- 1. Should the Texas Supreme Court affirm the validity and enforceability of the 1997 Joint Resolution this Agreement concerns only parcels 6 through 11.
- 2. Under the reformation theory only, Fort Worth’s annexation of parcels 4 and 5 extended its ETJ by operation of law pursuant to Tex. Loc. Gov’t Code section 42.022(a) over all the ETJ to be released by Northlake under the 1997 Joint Resolution, and which could not be included within Northlake’s ETJ, as shown in Exhibit 8. Fort Worth thus reclaimed all of parcels 1, 2 and 3 which had not been annexed by Northlake or which were beyond one-half from its then corporate boundaries.

3. Under either the void resolution theory or the reformation theory, parcels 2, 3 and the part of parcel 1 not annexed by Northlake are presently in Fort Worth's ETJ. As a consequence, no other municipality acquired jurisdiction over any part of parcels 1, 2 and 3.
4. Under either the void resolution theory or the reformation theory as applied to the 1997 Joint Resolution, parcel 6, being a part of parcel 3, remained in Fort Worth's ETJ and could not be allocated to Fort Worth by Northlake under the 2011 Joint Resolution. Under the void resolution theory as applied to the 2011 Joint Resolution, parcel 7 remains in ETJ of Fort Worth.
5. Under either the void resolution theory or the reformation theory as applied to the 1997 Joint Resolution, parcel 10, being a part of parcel 3, is located in Fort Worth's ETJ.
6. In 2011, the 82nd Legislature enacted Tex. Loc. Gov't Code section 42.022(d), with an effective date of June 17, 2011. Such statute was in effect when the 2011 Joint Resolution was executed by the parties. If the 2011 Joint Resolution is construed under section 42.022(d), parcel 7 remained in the ETJ of Fort Worth exclusively for the benefit of Northlake until such time as Northlake extended its ETJ boundaries by annexation to encompass such territory.
7. Pursuant to Tex. Loc. Gov't Code section 42.022(d), Fort Worth and Northlake may allocate ETJ for the exclusive use of one another without compromising the limitations in Tex. Loc. Gov't Code section 42.021, because such allocated territory remains in the ETJ of the releasing party until the receiving party annexes territory that extends its ETJ under Tex. Loc. Gov't Code 42.022(a) into the territory reserved by the releasing party, which thereupon becomes the ETJ of the receiving party.
8. Pursuant to Tex. Loc. Gov't Code sections 43.003(3) or 43.015 currently in effect, and in accordance with the *Justin* decision, the Parties may exchange ETJ or adjust boundaries exclusively for the benefit of one another without generally releasing such territory, so long as the territory exchanged or adjusted does not exceed the ETJ limitations of the receiving party under Tex. Loc. Gov't Code section 42.021.
9. The ETJ areas to be allocated and transferred to one another by the Parties under this Agreement are depicted in Exhibit 15 attached hereto. Parcel 1A, which is the original Parcel 1 exclusive of areas annexed by Northlake, is described and depicted in Exhibit 16 attached hereto. Parcel 3A, which is the original parcel 3 exclusive of parcels 6 and 10, is described and depicted in Exhibit 17 attached hereto.

AGREEMENT

Now therefore the Parties, for good and sufficient consideration, which expressly includes the 2020 amendments to that certain interlocal agreement executed by the Parties in 1997, and which is hereby acknowledged, do hereby agree as follows:

ARTICLE I. Ratification of Prior Transactions and Joint Reallocation of ETJ

A. Ratification of Annexations by Fort Worth and Northlake

1. Northlake does hereby ratify the annexation of parcels 4 and 5 by Fort Worth pursuant to the 1997 Joint Resolution, as shown in Exhibits 4 and 5, and hereby forever relinquishes any claim of jurisdiction over such territory, which shall remain exclusively in the corporate boundaries of Fort Worth.
2. Fort Worth does hereby ratify the annexation of a portion of parcel 1 by Northlake pursuant to the 1997 Joint Resolution, as shown in Exhibits 6 and 7, and hereby forever relinquishes any claim of jurisdiction over such territory, which shall remain exclusively in the corporate boundaries of Northlake.

B. Disannexation by Fort Worth. Concomitant with approval of this Agreement, Fort Worth shall initiate and thereafter complete the disannexation of parcels 8 and 9, as shown in Exhibit 1, and shall retain such land within its ETJ for the exclusive benefit of Northlake, without generally releasing such territory.

C. Exclusive Allocation of ETJ Areas by Fort Worth and Northlake.

1. Fort Worth does hereby allocate the following ETJ areas, as generally depicted in Exhibit 1, to the ETJ of Northlake for the exclusive benefit of Northlake and future inclusion within the ETJ of Northlake, as hereinafter provided for, without generally releasing such territory from its ETJ:
 - (1) That portion of parcel 1 which was not annexed by Northlake (parcel 1A); all of parcel 2; and that portion of parcel 3 exclusive of parcel 6 (parcel 3A), as more particularly described and depicted in Exhibits 2, 6, 7, 9 and 15-17;
 - (2) All of parcel 7 and all of parcel 10, as more particularly described and depicted in Exhibits 10 and 13; and
 - (3) Following disannexation of parcels 8 and 9, all of parcels 8 and 9, as more particularly described and depicted in Exhibits 11 and 12.
2. Northlake does hereby allocate parcel 11, as generally depicted in Exhibit 1, and as more particularly described and depicted in Exhibit 14, to the ETJ

of Fort, for the exclusive benefit of Fort Worth and future inclusion within the ETJ of Fort Worth, as hereinafter provided for, without generally releasing such territory from its ETJ.

3. In the event the Texas Supreme Court declares the 1997 Joint Resolution, as valid and enforceable in accordance with their terms, such joint resolutions are hereby ratified in their entirety. In such event, Parts B through F of this Article I apply only to parcels 6 through 11, as described and depicted in Exhibits 10 through 14.

D. Expansion of ETJ Areas by Annexation. Pursuant to Tex. Loc. Gov't Code section 42.022(d), the ETJ allocated by the parties to one another under this agreement shall become the exclusive ETJ of the receiving party without further action by the releasing party in the following manner:

1. Upon Northlake's annexation of territory within its ETJ, all ETJ areas allocated to Northlake by Fort Worth under this Agreement that lie within the distances prescribed by section 42.021 from the resulting corporate boundaries of Northlake by such annexation shall become the exclusive ETJ of Northlake on the effective date thereof.
2. Upon Fort Worth's annexation of territory within its ETJ, all ETJ areas allocated to Fort Worth by Northlake under this agreement that lie within the distances prescribed by section 42.021 from the resulting corporate boundaries of Fort Worth by such annexation shall become the exclusive ETJ of Fort Worth on the effective date thereof.
3. Additional annexations by the parties shall further extend the ETJs into areas allocated under this agreement until all such territory has been transferred from the allocating party's ETJ to the receiving party's ETJ.

E. Transfer of ETJ Areas by Other Means.

1. Nothing in this agreement is intended to prevent the parties from exchanging territory or adjusting territorial boundaries with one another, including all areas allocated under this agreement, by lawful means other than pursuant to Tex. Loc. Gov't Code section 42.022(d), as may now or in the future exist, including but not limited to Tex. Loc. Gov't Code sections 43.003(3) or 43.015.
2. After the effective date of Northlake's adoption of an ordinance or resolution declaring the number of inhabitants to be greater than 5,000 persons the Parties shall adopt a joint resolution in the form of Exhibit 18 attached thereto, by which Fort Worth shall release all areas from its ETJ allocated to Northlake under this Agreement and Northlake shall accept such territory as its exclusive ETJ, any of which lies within one (1) mile of

Northlake's then corporate boundaries. The joint resolution shall also provide that Northlake shall release all of parcel 11 from its ETJ and Fort Worth shall accept such territory as its exclusive ETJ. The effective date of such joint resolution shall be the date the last party adopts it.

- F. Notification and Amendment of Agreement. Each Party shall notify the other Party of the occurrence of the events described in this Article I within 15 days of such event. The Parties thereafter shall adjust their corporate boundaries or ETJs in accordance with this Agreement. This Agreement thereafter shall be amended to reflect the new corporate and ETJ boundaries of the Parties. Notices shall be sent as follows:

If intended for Fort Worth, to:
City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

If intended for Northlake, to:
Town Manager
1500 Commons Circle
Suite 300
Northlake, Texas 76226

Either Party may further change its address for notices and communications hereunder by providing notice pursuant to this section.

ARTICLE II. GENERAL PROVISIONS

A. Incorporation of Recitals and Exhibits. The Recitals to this Agreement, Parts A through D, including the exhibits therein referenced, are incorporated into this Agreement and made a part hereof as if fully set forth.

B. Term and Effective Date. The term of this Agreement shall be 25 years from its effective date, which is the date the last of the Parties executes the Agreement. The term may be extended by the mutual written agreement of the Parties.

C. No Third-Party Beneficiaries. The benefits and burdens of this Agreement are exclusive to the Parties. None of the covenants herein contained shall be construed to create any third-party beneficiary or create any claim for relief in a third party.

D. Sovereign Immunity. By entering into and executing this Agreement, the Parties do not waive, limit or surrender their respective sovereign immunity, except as specifically provided for herein.

E. Amendment. This Agreement may be amended only in a written agreement executed by the Parties hereto.

F. Savings and Severability. In the event that any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstances, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly. Should any portion of the area allocated to Northlake's ETJ by this Agreement be already lawfully within Northlake's ETJ, the transfer of ETJ from Fort Worth to Northlake pursuant to this Agreement shall be deemed to exclude such area and to apply solely to the remaining area so transferred.

G. Joint Drafting. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

H. Recordation. This Agreement, all amendments and joinders thereto, and assignments thereof, shall be recorded in the property records of Denton County and Tarrant County, Texas.

I. Authorization. Each Party represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms.

J. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of a partnership or joint venture between any of the Parties, nor any joint enterprise.

K. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the Parties and their legal successors, and create no rights in other parties, including the public at large. No Party shall assign its interest in this Agreement without the prior written consent of the other Party, unless otherwise provided by law.

IN WITNESS WHEREOF, FORT WORTH AND NORTHLAKE, have executed counterparts to effectuate this Agreement, which will become effective on the date that the last party executes this Agreement.

ATTEST:

CITY OF FORT WORTH

MARY J. KAYSER,
City Secretary

M&C _____

Date: _____, __, 2020

DANA BURGHDOFF,
Assistant City Manager

Date: _____, __, 2020

Approved As To Form And Legality:

Assistant City Attorney

ATTEST:

TOWN OF NORTHLAKE

By: _____

_____,

Mayor

Town Secretary

Date: _____, __, 2020

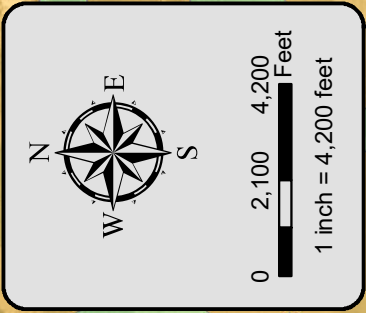
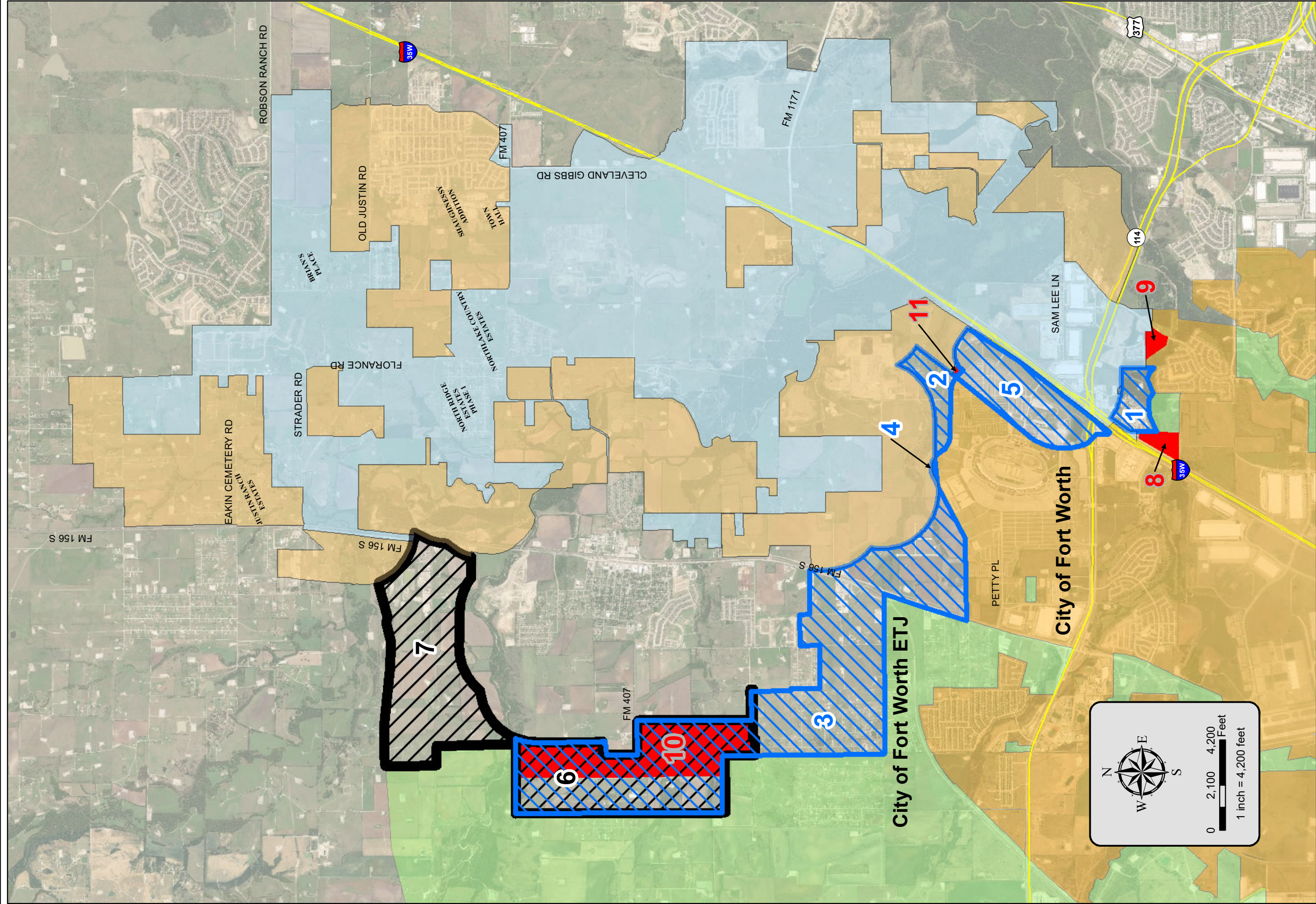
Approved As To Form And Legality:

Assistant City Attorney

EXHIBIT LIST

1. Subject Area Parcel Map
2. 1997 Joint Resolution
3. Areas Annexed by Parties Following 1997 Joint Resolution
4. Fort Worth Ord. 13344
5. Fort Worth Ord. 13577
6. Northlake Ord. 1996-1114
7. Northlake Ord. 1597-0703A
8. Fort Worth ETJ Extension from Annexation of Parcels 4 and 5
9. 2011 Joint Resolution
10. Legal Description and Map of Parcel 7
11. Legal Description and Map of Parcel 8
12. Legal Description and Map of Parcel 9
13. Legal Description and Map of Parcel 10
14. Legal Description and Map of Parcel 11
15. ETJ Areas to be Transferred
16. Legal Description and Map of Parcel 1A
17. Legal Description and Map of Parcel 3A
18. Form of Joint Resolution

EXHIBIT 1



Town of Northlake Incorporated Area
Town of Northlake Extraterritorial Jurisdiction

EXHIBIT 1 - Parcel Map

- Parcels 1 - 5 (1997)
- Parcel 6 and 7 (2011)
- Parcels 8 - 11 (2020)
- City of Fort Worth
- City of Fort Worth ETJ

EXHIBIT 2

JOINT RESOLUTION AND AGREEMENT

CITY SECRETARY
CONTRACT NO. 23202

Adopted Resolution No. 2341

STATE OF TEXAS §

§

KNOW ALL MEN
BY THESE PRESENTS:

COUNTY OF DENTON §

WHEREAS, the City of Fort Worth ("Fort Worth") is a home-rule city lying and being situated within the counties of Tarrant and Denton, State of Texas; and

WHEREAS, the Town of Northlake ("Northlake") is a general law city lying and being situated within the County of Denton, State of Texas; and

WHEREAS, Fort Worth and Northlake desire to adjust their extraterritorial jurisdiction boundary lines whereby each will release from their respective extraterritorial jurisdiction certain lands to be annexed by the other;

NOW THEREFORE, BE IT RESOLVED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH AND THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE:

SECTION I.

That the following extraterritorial jurisdiction boundary realignment between Fort Worth and Northlake, as herein described, is in the best interest of the property owners and inhabitants of both cities.

SECTION 2.

That Fort Worth does hereby relinquish and release to Northlake all extraterritorial jurisdiction rights it has or may have in that certain 99.05 acre tract of land identified as Parcel 1 in this Joint Resolution and Agreement. Parcel 1 is described by metes and bounds on page 1 and reflected on the map depicted on page 2 of Exhibit "A" hereof, which exhibit is attached hereto and expressly made a part hereof.

SECTION 3.

That Fort Worth does hereby relinquish and release to Northlake all extraterritorial jurisdiction rights it has or may have in and to that certain 113.00

acre tract of land identified as Parcel 2 in this Joint Resolution and Agreement. Parcel 2 is described by metes and bounds on page 1 and reflected on the map depicted on page 2 of Exhibit "B" hereof, which exhibit is attached hereto and expressly made a part hereof.

SECTION 4.

That Fort Worth does hereby relinquish and release to Northlake all extraterritorial jurisdiction rights it has or may have in and to that certain 2,049.00 acre tract of land identified as Parcel 3 in this Joint Resolution and Agreement. Parcel 3 is described by metes and bounds on pages 1 and 2 and reflected on the map depicted on page 3 of Exhibit "C" hereof, which exhibit is attached hereto and expressly made a part hereof.

SECTION 5.

That Northlake does hereby relinquish and release to Fort Worth all extraterritorial jurisdiction rights it has or may have in and to that certain 2.85 acre tract of land identified as Parcel 4 in this Joint Resolution and Agreement. Parcel 4 is described by metes and bounds on page 1 and reflected on the map depicted on page 2 of Exhibit "D" hereof, which exhibit is attached hereto and expressly made a part hereof.

SECTION 6.

That Northlake does hereby relinquish and release to Fort Worth all extraterritorial jurisdiction rights it has or may have in and to that certain 391.00 acre tract of land identified as Parcel 5 in this Joint Resolution and Agreement. Parcel 5 is described by metes and bounds on pages 1 and 2 and reflected on the map depicted on page 3 of Exhibit "E" hereof, which exhibit is attached hereto and expressly made a part hereof.

SECTION 7.

That the parcels of land which are to be released and the extraterritorial jurisdiction realignment resulting from this Joint Resolution and Agreement are shown for purposes of general depiction on the map identified as Exhibit "F" hereof, which exhibit is attached hereto and expressly made a part hereof.

SECTION 8.

That Northlake agrees to annex Parcels 1, 2 and 3 released from the extraterritorial jurisdiction of Fort Worth, and Northlake agrees to assume the rights and obligations appurtenant to said property.

SECTION 9.

That Fort Worth agrees to annex Parcels 4 and 5 released from the extraterritorial jurisdiction of Northlake, and Fort Worth agrees to assume the rights and obligations appurtenant to said property.

SECTION 10.

That Fort Worth and Northlake do hereby covenant and agree to protect, preserve and defend the hereinabove described boundary realignment and apportionment of extraterritorial jurisdiction.

SECTION 11.

That Fort Worth and Northlake agree and resolve that the adoption by both cities of this Joint Resolution and Agreement, and the release of the above described territory by both cities, and the annexation thereof by the receiving city, does not mitigate, diminish or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations or attempted annexations made by the other party

SECTION 12.

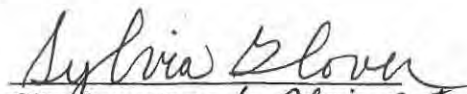
That this Joint Resolution and Agreement shall become effective and shall become a binding agreement upon the City of Fort Worth and the Town of Northlake by the adoption of same in regular open city council meetings of the City of Fort Worth and the Town of Northlake.

SECTION 13.

That the Joint Resolution and Agreement, upon adoption of both Fort Worth and Northlake, shall be executed in several originals and entered in the minutes of each city. A copy of this Joint Resolution and Agreement shall be executed by the Mayor and attested by the City Secretary or Town Secretary of each city.

PASSED AND APPROVED by the City Council of the City of Fort Worth this 2nd day of October, 1997.

ATTEST:


City Secretary *Dr. Admin. Asst.*
City of Fort Worth

CITY OF FORT WORTH

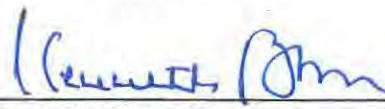
By: 
Kenneth Barr, Mayor

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

APPROVED AS TO FORM AND LEGALITY:

William W. Wood
Deputy City Attorney
City of Fort Worth

C-16343
Contract Authorization
10/2/97
Date

PASSED AND APPROVED by the Town Council of the Town of Northlake
this 11 day of September, 1997.

ATTEST:

Shirley Rogers
Town Secretary
Town of Northlake

TOWN OF NORTHLAKE

By: Michael J. Savoie
Michael J. Savoie, Mayor

APPROVED AS TO FORM AND LEGALITY:

Andy [Signature]
Town Attorney
Town of Northlake



PARCEL 1

The following described ETJ Parcel to be released by the City of Fort Worth to the Town of Northlake:

Situated in Denton County, State of Texas and being located within the boundaries of the L. Medlin Survey Abst. No 830 and the G. Shamblyn Survey abstract No. 1191.

BEGINNING at a point in the easterly right of way of Interstate 35W and the intersection of a curve having a radius of 2640 feet with a radius point located on the line between the L. Medlin Survey Abst. No. 830 and the BBB & CRR Survey Abst. No. 189 and a projected line of the East right of way of Interstate 35W. The above radius point having a TXDot Centerline Station of 176+64 and bearing South 89 degrees 33 minutes East of distance of 260 feet from said centerline station.

THENCE along said curve having a chord bearing South 71 degrees 37 minutes East for a chord distance of 1665.3 feet to the point of tangency of said curve.

THENCE East a distance of 727.7 feet to the West line of the ETJ for the City of Roanoke

THENCE along the West ETJ line of Roanoke South 0 degrees 48 minutes 30 seconds West for a distance of 1514.9 feet to the centerline of Elizabeth Creek

THENCE following the center line of said creek the following meander calls

North 46 degrees 54 minutes 30 seconds west, 267.3 feet
North 72 degrees 49 minutes 50 seconds west, 355.8 feet
South 69 degrees 08 minutes 40 seconds west, 694.9 feet

North 53 degrees 11 minutes 30 seconds west, 372.7 feet
South 89 degrees 48 minutes 30 seconds West, 322.5 feet
South 84 degrees 48 minutes 30 seconds West, 440.3 feet
South 65 degrees 48 minutes 30 seconds West, 796.00 feet to the East right of way of Elizabeth Town Road

THENCE North 9 degrees West along the East right of way Elizabeth Town Road a distance of 26.8 feet to point for a corner

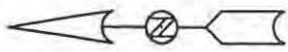
THENCE North 9 degrees East along the East right of way of Elizabeth Town Road a distance of 180.0 feet to a point for a corner

THENCE North 1 degree West along the east right of way of Elizabeth Town Road a distance on 1030 feet to a point for a corner

THENCE North 6 degrees 20 minutes 29 seconds, West along the east right of way of Elizabeth Town Road a distance of 94.2 feet to the easterly right of way of Interstate 35W

THENCE North 37 degrees 43 minutes 23 seconds East along the east right of way of Interstate 35W for a distance of 1031.45 feet to the point of beginning and containing 99.05 acres of land, more or less.

CFW SURVEY SECTION
May 23, 1997
SFN 16017001

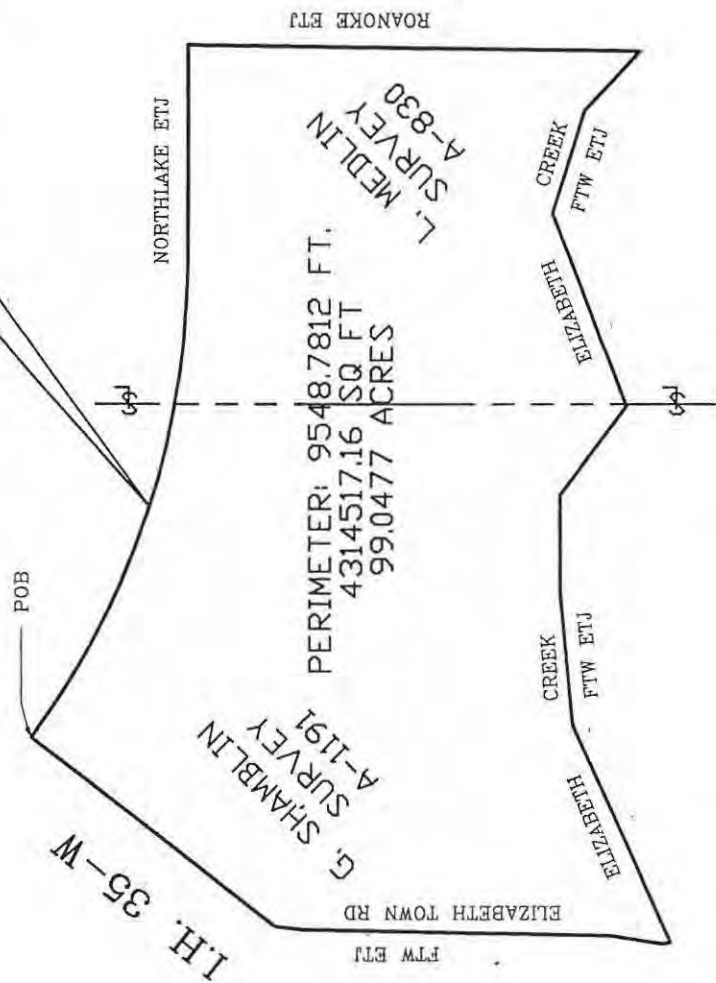


THIS MAP IS INTENDED AS A GENERAL DEPICTION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FORT WORTH. SPECIFIC DETERMINATION OF INCLUSION SHOULD BE MADE BY THE DEVELOPMENT DEPARTMENT.

CONSTRUCTION ENGINEERING DIVISION
SURVEY SECTION
NEW NORTHLAKE ETJ PARCEL 1
DATE: 5-23-97
SCALE: 1"=400'
DRAWN BY: SRC
FILE NO. 1041700

CURVE DATA

RADIUS: 2640'
 LENGTH: 1694.19'
 CHORD: S71°36'56"E 1665.27'
 DELTA: 36°46'08"
 TANGENT: 877.42'



THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

Parcel 1

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

PARCEL 2

The following described ETJ Parcel to be released by the City of Fort Worth to the Town of Northlake:

Situated in Denton County, State of Texas and being located within the boundaries of the H. Anderson Survey Abst. No. 25, H. Cook Survey Abstract No. 310, A. Gaultney Survey Abst. No. 500 and the Harmonson & Waters Survey Abst. No. 642.

BEGINNING at a point on the existing ETJ of the town of Northlake and being located in the H. Anderson Survey Abst. No. 25 and being contiguous with previously described parcels;

THENCE East along the existing ETJ of the Town of Northlake a distance of 1826 feet more or less to the beginning of a curve having a radius of 2640 feet and a radius point located on the south right of way line of Harmonson Road, 1980 feet East of the most westerly line of the H. Anderson Survey Abst. No. 25;

THENCE along said curve having a chord bearing North 55 degrees 3 minutes East for a chord distance of 3025 feet to the point of intersection with a curve having a radius of 2640 feet and a radius point located at the southwest corner of an 86.258 acre tract in the S. Parks Survey Abst. No. 1005;

THENCE along said curve having a chord bearing South 43 degrees 03 minutes East and a chord distance of 1248.3 feet to a point for a corner located in the Harmonson & Waters Survey Abst. No. 642;

THENCE South 37 degrees 58 minutes West along the existing ETJ line of Town of Northlake for a distance of 2352 feet more or less to the beginning of a curve having a radius of 1060 feet a central angle of 39 degrees 18 minutes 19 seconds and a chord bearing North 69 degrees 21 minutes 56 seconds West with a chord distance of 713 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE along said curve for an arc distance of 727.17 to the point of tangency;

THENCE North 78 degrees 01 minutes 11 seconds West for a distance of 131.24 feet to a point for a corner on the new ETJ line for the City of Fort Worth;

THENCE North 89 degrees 01 minutes 06 seconds West for a distance of 1819.4 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

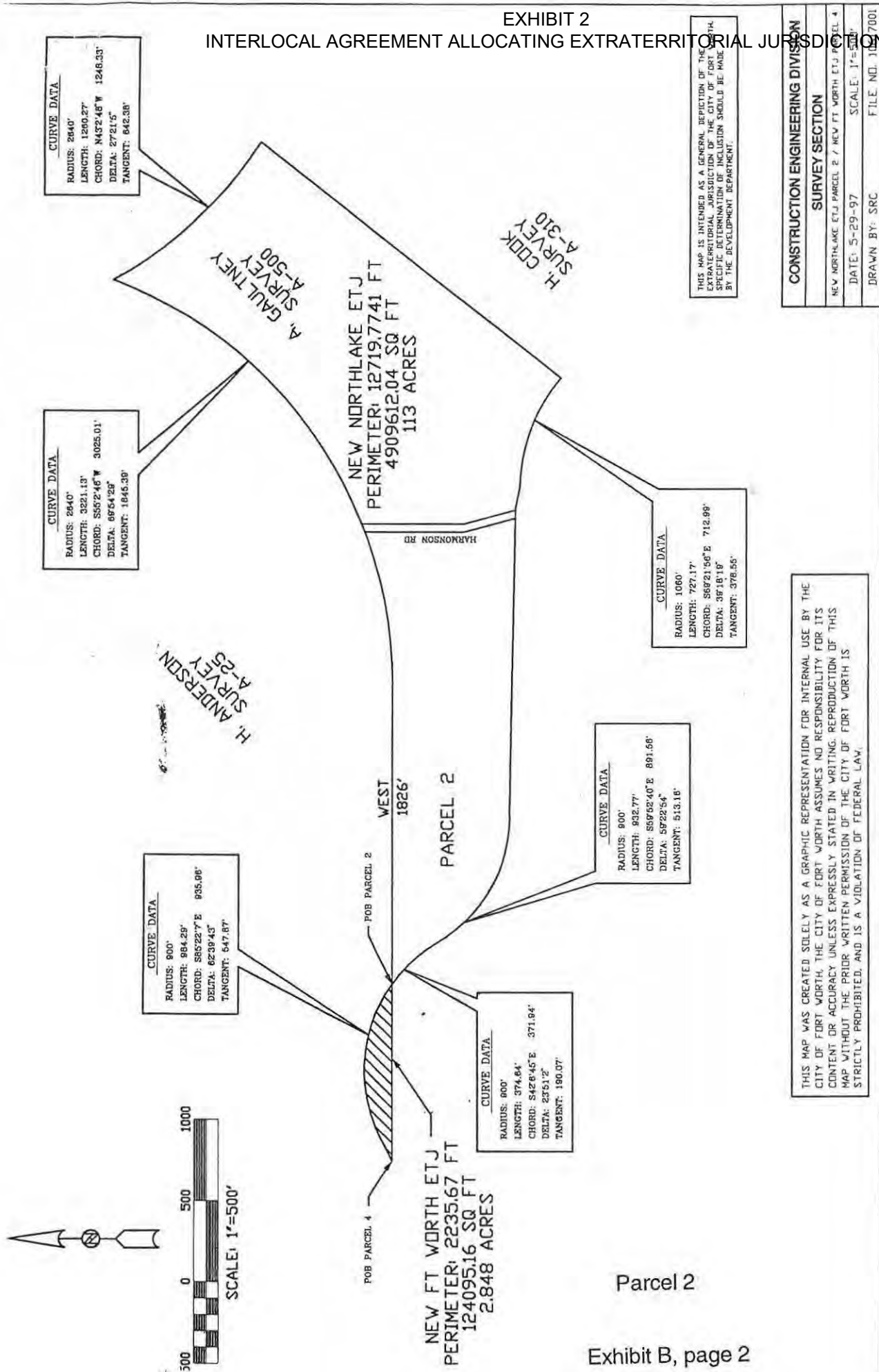
THENCE North 89 degrees 34 minutes 07 seconds West for a distance of 75.19 feet to the beginning of a curve having a radius of 900 feet and a central angle of 59 degrees 22 minutes 54 seconds and a chord bearing North 59 degrees 52 minutes 40 seconds West with a chord distance of 891.58 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE along said curve for an arc distance of 932.77 feet to the point of reverse curvature with a curve having a radius of 900 feet a central angle of 23 degrees 51 minutes 02 seconds and a chord bearing North 42 degrees 06 minutes 45 seconds West with a chord distance of 371.94 feet;

THENCE along said curve an arc distance of 374.64 feet to the POINT of BEGINNING located on the Existing ETJ line of the Town of Northlake and the new ETJ line for the City of Fort Worth and containing 113 acres of land, more or less.

May 29, 1997
SFN: 16017001

EXHIBIT 2 INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION



THIS MAP IS INTENDED AS A GENERAL REPRESENTATION OF THE CITY OF FORT WORTH'S EXTRATERRITORIAL JURISDICTION. THE CITY OF FORT WORTH DOES NOT GUARANTEE THE ACCURACY OF THIS MAP. A SPECIFIC DETERMINATION OF INCLUSION SHOULD BE MADE BY THE DEVELOPMENT DEPARTMENT.

CONSTRUCTION ENGINEERING DIVISION
SURVEY SECTION
NEW NORTHLAKE ETJ PARCEL 2 / NEW FT WORTH ETJ PARCEL 4
DATE: 5-29-97
DRAWN BY: SRC
FILE NO. 1017001

THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

Parcel 2

Exhibit B, page 2

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

PARCEL 3

The following described ETJ Parcel to be released by the City of Fort Worth to the Town of Northlake:

Beginning at the point of Beginning defined by the Joint Resolution and Agreement exchanging portions of extra territorial Jurisdiction between the cities of Fort Worth and Justin as adopted by the Fort Worth City Council as Resolution No. 1842 and approved on August 4, 1992.

Said point of Beginning being situated 1340 feet north of the north right of way line of F.M. 407.

THENCE South 1440 feet to the South right of way line of F.M.407.

THENCE East 1530 feet along the South right of way of F.M.407.

THENCE South 5370 feet to a point for a corner.

THENCE East 1300 feet to a point for a corner.

THENCE South 1840 feet to a point of a corner

THENCE East 100 feet to a point for a corner

THENCE South 1330 feet to a point for a corner

THENCE East 1960 feet to a point for a corner

THENCE North 830 feet to a point for a corner

THENCE East 1470 feet to a point for a corner

THENCE South 490 feet to a point for a corner

THENCE East 1120 feet to the existing ETJ line of the Town of Northlake per previous exhibit

THENCE East 860 feet to a point on F.M. 156 for a corner

THENCE South 680 feet along the ETJ of the Town of Northlake to the point of curvature for a curve having a 2640 foot and radius point located at the South West corner of the right of way for Harmonson Road, located in the M. Polk Survey No. 993

THENCE South easterly along said curve having a chord bearing South 26 degrees 19 minutes 30 seconds East for a chord distance of 2341.4 feet to a point on a curve having a radius of 2640 feet and a radius point located at the Southwest corner of the right of way for Harmonson Road located in the M.E.P. & P RR Survey Abst. No.910

THENCE with said curve to the left having a chord bearing South 39 degrees 44. Minutes 30 seconds East for a chord distance of 4060.0 feet to a point on the Northerly line of a tract of land owned by the "Fort Worth Sports Authority, Inc."

THENCE South 63 degrees 18 minutes 02. West a distance of 3059.25 feet to the Northeast corner of Tract of land deed to A.P. & Lula Peterson in Volume 177 page 51 of the Deed Records of Denton County, Texas.

THENCE West along the North line of the J. Smith Survey Abst. No. 1149 approximately 2111 feet to the Northwest corner of said J. Smith Survey.

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

PARCEL 3.
Page 2. of 2.

THENCE West along the South line of the W. Gaffield Survey Abstract No. 448 for an approximate distance of 1693 feet to the Westerly right of way of F.M. 156 for a point for a corner.

THENCE North 17 degrees 30 minutes East along the westerly right of way of F.M. 156 a distance of 2800 feet to a point for a corner.

THENCE North 72 degrees 30 minutes West along the westerly right of way of F.M. 156 for a distance of 5 feet to a point for a corner.

THENCE North 17 degrees 30 minutes East along the westerly right of way of F.M. 156 for a distance of 1260 feet more or less to the South right of way of Sam Reynolds Road.

THENCE West along the South right of way of Sam Reynolds Road for a distance of 7360 feet more or less to the Northwest corner of Payton Place subdivision - Phase one as filed in cabinet M-sheet 266 of the Denton County Records.

THENCE North crossing Sam Reynolds Road and along the West line of the Foxbane Estates Subdivision as filed in cabinet H sheet 24 of the Denton County Records a distance of 7570 feet more or less to a point in the North line of the M. Polk Survey Abst. No. 993.

THENCE West with the North line of the M. Polk Survey a distance of 2640 feet more or less to the Northwest corner of the M. Polk Survey Abst. No. 993.

THENCE North along the West line of the W. Ferris Survey Abst. No. 419 crossing the south line Highway 407 at approximately 3500 feet to the Northwest corner of the W. Ferris Survey, in all a distance of 3640 feet more or less.

THENCE North along the West line of the C. Boeger Survey Abst. No. 121 for a distance of 6230 feet more or less to the Northwest corner of the C. Boeger Survey.

THENCE East along the North line of the C. Boeger Survey a distance of 1237.5 feet more or less to the Northeast corner of the C. Boeger Survey, also the Northwest corner of the M. Garnett Survey Abst. No. 439.

THENCE East along the North line of the M. Garnett Survey Abst. No. 439 to a point of intersection with a curve representing the ETJ for the Town of Justin, said point being approximately 1800 feet East of the Northwest corner of the M. Garnett Survey Abst. No. 439.

THENCE Southwesterly with said curve having a radius of 2640 feet and a chord bearing South 11 degrees 40 minutes West for a chord distance of 1066.9 feet and with a radius point being the North east corner of a 28.35 acre, Tract 3 located in the H. McDonald Abst. No. 879 also being the most Westerly Northwest corner of the city limits of Justin, Texas in and all a distance of 1074.3 feet to a point parallel and 2640 feet West of the existing city limits of Justin, Texas.

THENCE South and parallel with the existing city limit of Justin, Texas for an approximate distance of 2736 feet to a point of curvature for a curve having a radius of 2640 feet and radius point being the most Westerly Southwest corner of the present city limits of the Town of Justin.

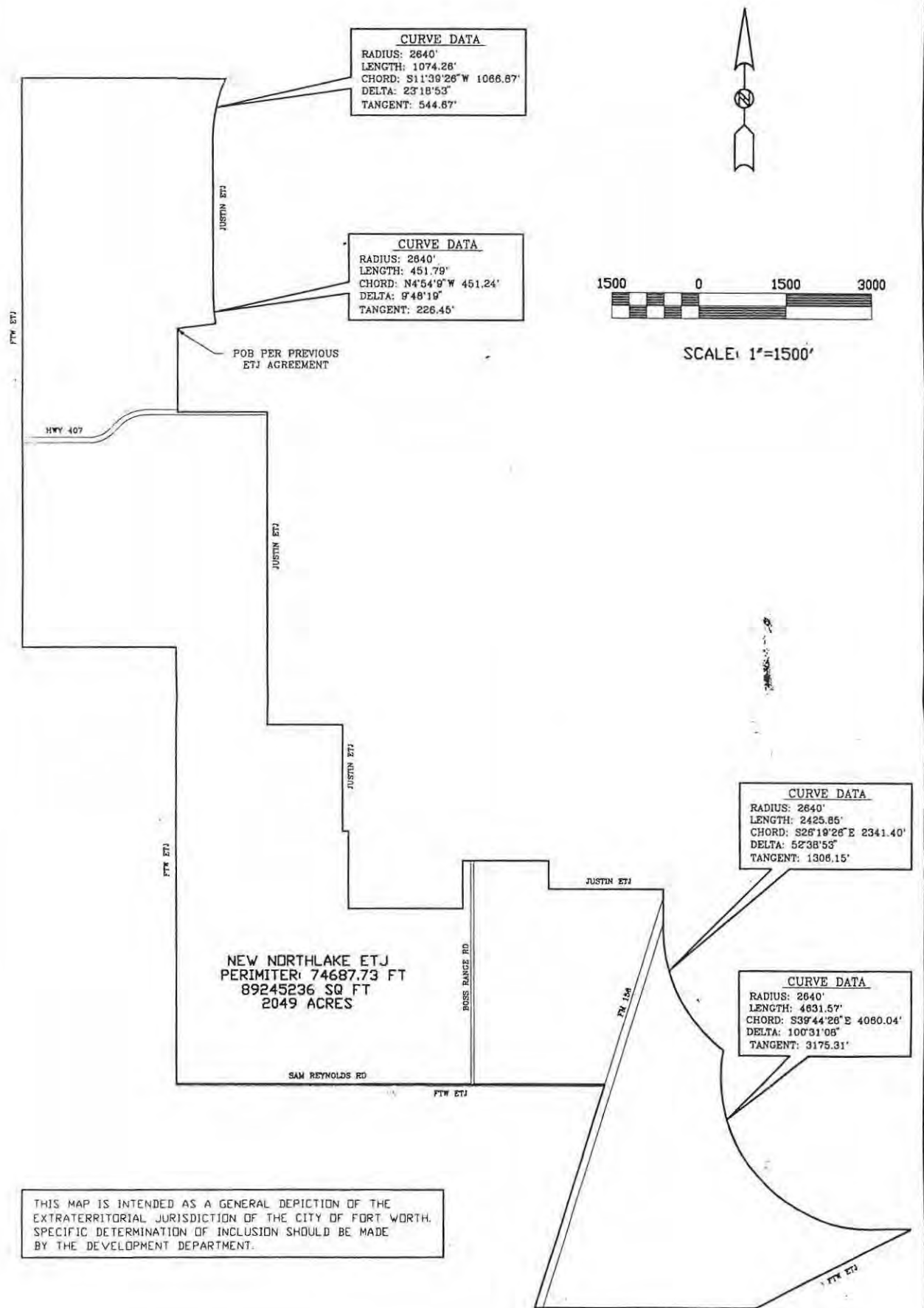
THENCE Southeasterly with said curve having a chord bearing South 4 degrees 54 minutes East for a chord distance of 451.2 feet to a point on a curve for a corner.

THENCE South 82 degrees 59 minutes West for a distance of 654.9 feet more or less to the point of beginning of the ETJ agreement of 1992 and containing 2049 acres more or less

CFW SURVEY SECTION May 23, 1997 SFN 16017001

Exhibit C, page 2

EXHIBIT 2 INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION



THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

CONSTRUCTION ENGINEERING DIVISION	
SURVEY SECTION	
NEW NORTHLAKE ETJ PARCEL 3	
DATE: 5-23-97	SCALE: 1"=1500'
DRAWN BY: SRC	FILE NO. 10617001

Parcel 3

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

PARCEL 4

The following described ETJ Parcel to be released by the Town of Northlake to the City of Fort Worth:

Beginning at a point of intersection of the existing ETJ of the Town of Northlake and a northerly boundary line of a Tract of land deeded to the Fort Worth Sports Authority Inc., as recorded in document No. 96-R0088963 of the Deed Records of Denton County, Texas, said point being North 63 degrees 18 minutes 02 seconds East and a distance of 3033.6 feet from the Northeast corner of a tract of land deeded to A.P. & Lulu Peterson in a deed recorded in volume 177 page 51 of the Denton County Deed Records.

THENCE North 63 degrees 18 minutes 02 seconds East a distance of 168.20 feet to a 5/8 inch Huitt-Zollars capped steel rod found for the point of curvature for a curve having a radius of 900.00 feet a central angle of 62 degrees 39 minutes 43 seconds and a chord bearing South 85 degrees 22 minutes 07 seconds East.

THENCE along said curve an arc distance of 984.29 feet to a point on the existing ETJ line of the Town of Northlake.

THENCE West on the existing ETJ line of the Town of Northlake 1083.18 feet to the point of beginning and containing 2.85 acres more or less.

CFW SURVEY SECTION
May 23, 1997
SFN 16017001

EXHIBIT 2 INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

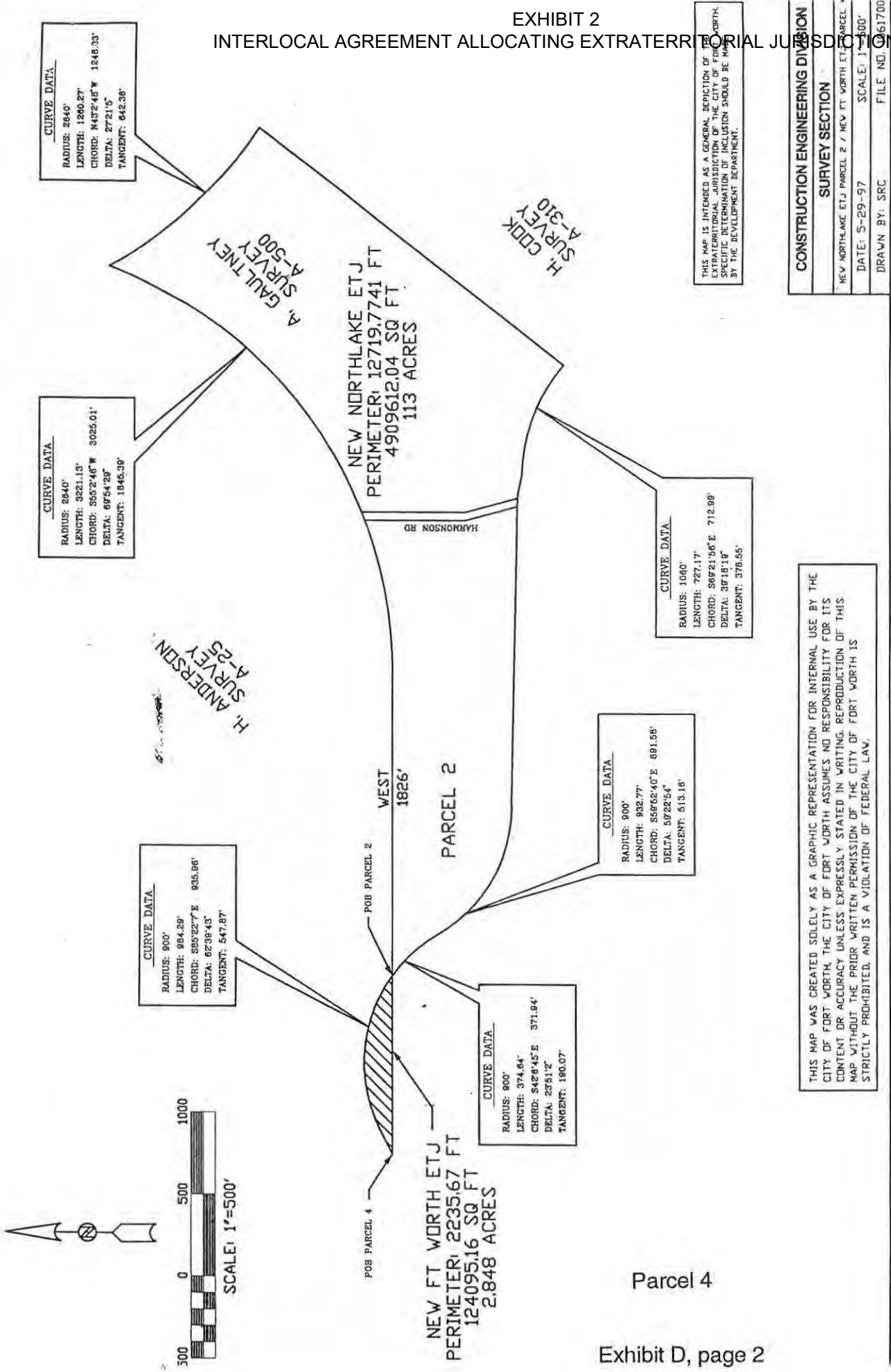


Exhibit D, page 2

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

PARCEL 5

The following described ETJ Parcel to be released by the Town of Northlake to the City of Fort Worth:

Situated in Denton County, State of Texas and being located within the boundaries of the B.B.B. & C.R.R. Survey Abst. No. 189, H. Cook Survey Abstract No. 310, A. Gaultney Survey Abst. No. 500, J. Arnold Survey Abst. No. 1659, and the L.E. Olson Survey Abst. No. 1663.

BEGINNING at a point on a curve in the existing ETJ of the Town of Northlake located in the H. Cook Survey Abstract No. 310 said curve having a radius of 1060 feet and a central angle of 06 degrees 03 minutes 00 seconds and a chord bearing South 46 degrees 41 minutes 19 seconds East with a chord distance of 111.86 feet to a point for a corner located on the new ETJ line for the City of Fort Worth; and being contiguous with previously described parcels;

THENCE along said curve for an arc distance of 111.91 feet to the point of tangency;

THENCE South 43 degrees 39 minutes 51 seconds East for a distance of 480.92 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE North 37 degrees 57 minutes 42 seconds East along the new ETJ line for the City of Fort Worth for a distance of 211.97 feet to the beginning of a curve having a radius of 900 feet, a central angle of 86 degrees 50 minutes 16 seconds and a chord bearing North 81 degrees 22 minutes 50 seconds East with a chord distance of 1237.19 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE along said curve for an arc distance of 1364.04 feet to the point of tangency;

THENCE South 55 degrees 12 minutes 02 seconds East for a distance of 808.26 feet to a point on the present westerly right of way of Interstate 35W for a corner on the new ETJ line for the City of Fort Worth;

THENCE South 34 degrees 46 minutes 43 seconds West along the present westerly right of way of Interstate 35W for a distance of 254.89 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE South 02 degrees 53 minutes 19 seconds West along the present westerly right of way of Interstate 35W for a distance of 76.02 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE South 34 degrees 46 minutes 43 seconds West along the present westerly right of way of Interstate 35W for a distance of 432.41 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE South 33 degrees 41 minutes 26 seconds West along the present westerly right of way of Interstate 35W for a distance of 2041.56 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE South 37 degrees 56 minutes 31 seconds West along the present westerly right of way of Interstate 35W for a distance of 2366.65 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE South 43 degrees 39 minutes 27 seconds West along the present westerly right of way of Interstate 35W for a distance of 379.76 feet to a point for a corner located on the new ETJ line for the City of Fort Worth;

THENCE South 37 degrees 57 minutes 42 seconds West along the present westerly right of way of Interstate 35W for a distance of 1207.71 feet to a point on the present Northerly right of way of S.H. 114 for a corner;

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

Parcel 5.
Page 2. of 2.

THENCE South 38 degrees 46 minutes 25 seconds West crossing the present right of way of S.H. 114 for a distance of 721.1 feet to the present intersection of the westerly right of way of Interstate 35W and the present Southerly right of way of S.H. 114 for a corner;

THENCE South 37 degrees 43 minutes 23 seconds West along the present westerly right of way of Interstate 35W for a distance of 740 feet to a point for a corner for the new ETJ line for the City of Fort Worth and located within the boundaries of the J. Arnold Survey Abst. No. 1659;

THENCE North 52 degrees 16 minutes 37 seconds West along the present westerly right of way of Interstate 35W for a distance of 122.9 feet to the Existing ETJ line of the City of Fort Worth, said point being located within the boundaries of the J. Arnold Survey Abst. No. 1659;

THENCE North 01 degrees 33 minutes 00 seconds West along the present ETJ line of the City of Fort Worth for a distance of 585.1 feet to the present Southerly right of way of S.H. 114 to a point for a corner;

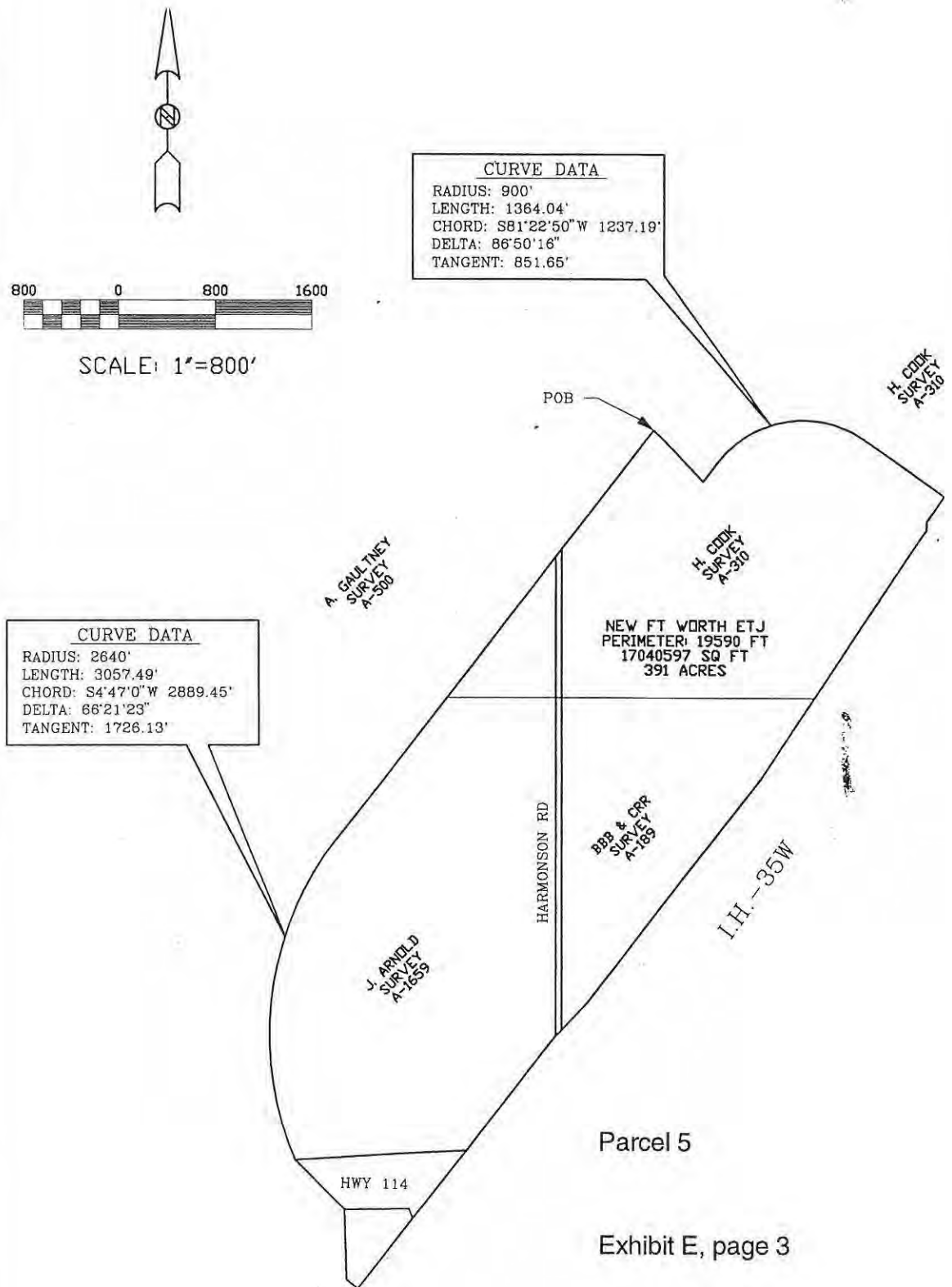
THENCE North 45 degrees 00 minutes 00 seconds West for a distance of 582.1 feet to the Existing ETJ of the Town of Northlake and a point on a curve having a radius of 2640 feet, a central angle of 61 degrees 02 minutes 10 seconds and a chord bearing North 07 degrees 26 minutes 37 seconds East with a chord distance of 2681.23 feet to a point for a corner, said point of curvature being located on the existing ETJ line for the City of Fort Worth and located within the boundaries of the J. Arnold Survey Abst. No. 1659;

THENCE along said curve and the existing ETJ line for the City of Fort Worth an arc distance of 2812.34 feet to the point of tangency;

THENCE North 37 degrees 57 minutes 42 seconds East along the present ETJ line for the City of Fort Worth a distance of 4291 feet to the POINT of BEGINNING located on the existing ETJ of the Town of Northlake and the new ETJ line for the City of Fort Worth and containing 391 acres of land, more or less.

May 29, 1997
SFN: 16017001

EXHIBIT 2
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION



THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH, THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

THIS MAP IS INTENDED AS A GENERAL DEPICTION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FORT WORTH. SPECIFIC DETERMINATION OF INCLUSION SHOULD BE MADE BY THE DEVELOPMENT DEPARTMENT.

PAGE 16 OF 17

CONSTRUCTION ENGINEERING DIVISION

SURVEY SECTION

NEW FT WORTH ETJ PARCEL 5

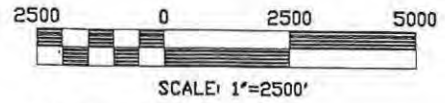
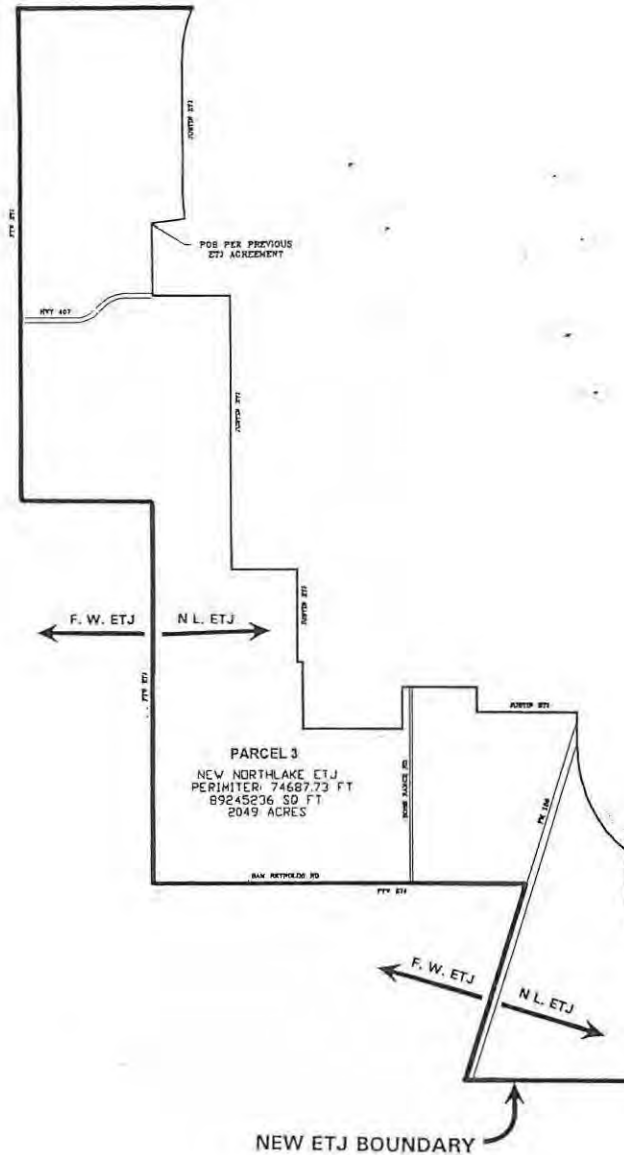
DATE: 5-29-97

SCALE: 1"=800'

DRAWN BY: SRC

FILE NO. 10617001

EXHIBIT 2 INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION



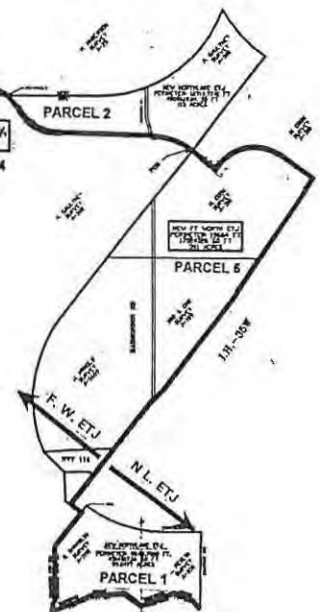
TABULATIONS

ETJ Released by Fort Worth to Northlake:

PARCEL 1 -	99.05 ACRES
PARCEL 2 -	113.00 ACRES
PARCEL 3 -	2,049.00 ACRES
TOTAL -	2,261.05 ACRES

ETJ Released by Northlake to Fort Worth:

PARCEL 4 -	2.85 ACRES
PARCEL 5 -	391.00 ACRES
TOTAL -	393.85 ACRES



THIS MAP IS INTENDED AS A GENERAL DEPICTION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FORT WORTH. SPECIFIC DETERMINATION OF INCLUSION SHOULD BE MADE BY THE DEVELOPMENT DEPARTMENT.

THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

CONSTRUCTION ENGINEERING DIVISION

SURVEY SECTION

NEW NORTHLAKE ETJ / NEW FT WORTH ETJ

DATE: 5-29-97

SCALE: 1"=2500'

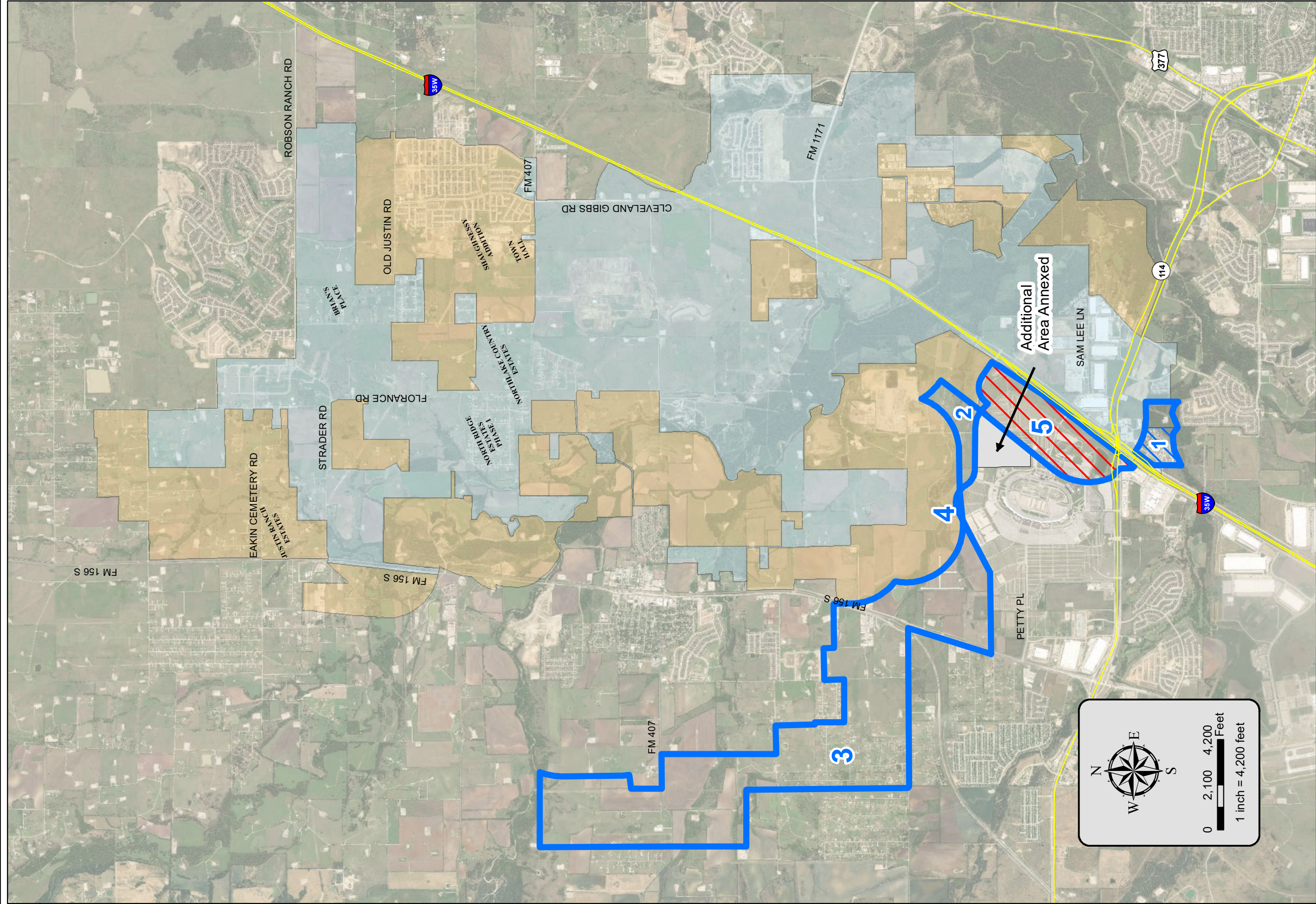
DRAWN BY: SRC

FILE NO. 10

PAGE 17 OF 17

Exhibit F

EXHIBIT 3



Town of Northlake Incorporated Area
Town of Northlake Extraterritorial Jurisdiction

EXHIBIT 3
Annexations under
1997 Joint Resolution

- Parcels 1 - 5
- Fort Worth Annexation
- Northlake Annexation
- Ord. 13344 - Additional Area Annexed

EXHIBIT 4

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

ORDINANCE NO 13344

AN ORDINANCE DECLARING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF FORT WORTH; PROVIDING FOR THE ANNEXATION OF A CERTAIN 501 99 ACRES (0 784 SQUARE MILES) OF LAND, MORE OR LESS, OUT OF THE B B B & C RR SURVEY, ABSTRACT NO 189; THE H COOK SURVEY, ABSTRACT NO 310; THE A M GAULTNEY SURVEY, ABSTRACT NO 500, THE J ARNOLD SURVEY, ABSTRACT NO 1659, AND THE L E OLSON SURVEY, ABSTRACT NO 1663, DENTON COUNTY, TEXAS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT CORPORATE BOUNDARY LIMITS OF FORT WORTH, TEXAS; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF FORT WORTH, TEXAS, PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HERewith; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE

WHEREAS, a public hearing before the City Council of the City of Fort Worth, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the Gymnasium of Arlington Heights Senior High School, Fort Worth, Texas, on the 6th day of January 1998, which date was not more than forty (40) days nor less than twenty (20) days prior to institution of annexation proceedings; and

WHEREAS, a second public hearing before the City Council of the City of Fort Worth, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council Chambers in the Municipal Office Building of Fort Worth, Texas, on the 20th day of January 1998, which date was not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings; and

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

WHEREAS, notice of the first such public hearing was published in a newspaper having general circulation in the City of Fort Worth, Texas, and in the hereinafter described territory on the 24th day of December 1997, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such public hearing; and

WHEREAS, notice of the second such public hearing was published in a newspaper having general circulation in the City of Fort Worth, Texas, and in the hereinafter described territory on the 9th day of January 1998, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said public hearing; and

WHEREAS, prior to the publication of the notices of public hearings, a Service Plan providing for the extension of municipal services into the hereinafter described territory was prepared for inspection by and explanation to the inhabitants of the area to be annexed; and

WHEREAS, the population of the City of Fort Worth, Texas, is in excess of 100,000 inhabitants, and

WHEREAS, the hereinafter described territory lies within the exclusive extraterritorial jurisdiction of the City of Fort Worth, Texas; and

WHEREAS, the hereinafter described territory lies adjacent to and adjoins the City of Fort Worth, Texas; and

WHEREAS, the hereinafter described territory contains 501 99 acres (0 784 square miles) of land, more or less;

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF FORT WORTH, TEXAS

SECTION 1

That the following described land and territory lying adjacent to and adjoining the City of Fort Worth, Texas is hereby added to and annexed to the City of Fort Worth, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Fort Worth, Texas, and the present corporate boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Fort Worth, Texas, to-wit

Being 501 99 acres, more or less, located in Denton County, Texas, situated within the extraterritorial jurisdiction of the City of Fort Worth as established by Joint Resolution No 2341, and comprising the following three described tracts

TRACT A

Being a tract of land situated in Denton County, Texas and being located within the boundaries of the B B B & C RR Survey Abst No 189, H Cook Survey Abstract No 310, A Gaultney Survey Abst No 500, J Arnold Survey Abst No 1659 and the L E Olson Survey Abst No. 1663, and located within the extraterritorial jurisdiction of the City of Fort Worth, Texas

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

BEGINNING at a point on a curve located in the H Cook Survey Abstract No 310 said curve having a radius of 1060 feet and a central angle of 06 degrees 03 minutes 00 seconds and a chord bearing South 46 degrees 41 minutes 19 seconds East, with a chord distance of 111 86 feet, to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth as established by Joint Resolution No 2341;

THENCE along said curve for an arc distance of 111 91 feet to the point of tangency;

THENCE South 43 degrees 39 minutes 51 seconds East, along the northeastern line of a Public Access and Utility Easement described and recorded in Document No 97-R0024338, D R D C T , for a distance of 480 92 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE North 37 degrees 57 minutes 42 seconds East, along the extraterritorial jurisdiction line for the City of Fort Worth, for a distance of 211 97 feet to the beginning of a curve having a radius of 900 feet, a central angle of 86 degrees 50 minutes 16 seconds and a chord bearing North 81 degrees 22 minutes 50 seconds

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

East with a chord distance of 1237 19 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth,

THENCE along said curve for an arc distance of 1364 04 feet to the point of tangency;

THENCE South 55 degrees 12 minutes 02 seconds East for a distance of 808 26 feet to a point on the present westerly right of way of Interstate 35W for a corner on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE South 34 degrees 46 minutes 43 seconds West along the present westerly right of way of Interstate 35W for a distance of 254 89 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE South 02 degrees 53 minutes 19 seconds West along the present westerly right of way of Interstate 35W for a distance of 76 02 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth,

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE South 34 degrees 46 minutes 43 seconds West along the present westerly right of way of Interstate 35W for a distance of 432 41 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE South 33 degrees 41 minutes 26 seconds West along the present westerly right of way of Interstate 35W for a distance of 2041 56 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE South 37 degrees 56 minutes 31 seconds West along the present westerly right of way of Interstate 35W for a distance of 2366 65 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE South 43 degrees 39 minutes 27 seconds West along the present westerly right of way of Interstate 35W for a distance of 379 76 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE South 37 degrees 57 minutes 42 seconds West along the present westerly right of way of Interstate 35W for a distance of 1207 71 feet to a point on the present Northerly right of way of S H 114 for a corner;

THENCE South 38 degrees 46 minutes 25 seconds West crossing the present right of way of S H 114 for a distance of 721 1 feet to the present intersection of the westerly right of way of Interstate 35W to a point for a corner;

THENCE South 37 degrees 43 minutes 23 seconds West along the present westerly right of way of Interstate 35W for a distance of 740 feet to a point for a corner located within the boundaries of the J Arnold Survey Abst No 1659;

THENCE North 52 degrees 16 minutes 37 seconds West along the present westerly right of way of Interstate 35W for a distance of 122 9 feet to a point for a corner located within the boundaries of the J Arnold Survey Abst No 1659;

THENCE North 01 degrees 33 minutes 00 seconds West for a distance of 585 1 feet to the present Southerly right of way of S H 114 to a point for a corner;

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE North 45 degrees 00 minutes 00 seconds West for a distance of 582 1 feet to a point on a curve having a radius of 2640 feet, a central angle of 61 degrees 02 minutes 10 seconds and a chord bearing North 07 degrees 26 minutes 37 seconds East, with a chord distance of 2681 23 feet, to a point for a corner, said point of curvature being located within the boundaries of the J Arnold Survey Abst No 1659,

THENCE along said curve an arc distance of 2812.34 feet to the point of tangency,

THENCE North 37 degrees 57 minutes 42 seconds East, a distance of 1376 feet to a point located on the south line of the A Gaultney Survey, Abst No 500,

THENCE North 89 degrees 04 minutes 03 seconds West, a distance of 840 feet to a point located within the right-of-way for Harmonson Road;

THENCE North 00 degrees 05 minutes 22 seconds West, along said right-of-way for Harmonson Road, a distance of 1095 feet to a point for a corner;

THENCE North 37 degrees 57 minutes 42 seconds East, a distance of 1513 feet to the POINT of BEGINNING and containing 380 44 acres of land, more or less

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

TRACT B

Being a tract of land situated in Denton County, Texas and being located within the boundaries of the H Cook Survey Abstract No 310, and located within the extraterritorial jurisdiction of the City of Fort Worth, Texas

BEGINNING at a point located on the south line of the W P Harmonson and B Waters Survey, Abstract No 642, said point also being the northeast corner of the Country Lane Subdivision as recorded in Cabinet D, Page 342, M R D C T., said point also being a part of the north line of a Public Access and Utility Easement as described and recorded in Document No 97-R0024338, D R D C T ;

THENCE South 78 degrees 01 minutes 11 seconds East, along said Public Access and Utility Easement, a distance of 131 24 feet to the beginning of a curve having a radius of 1060 feet, a central angle of 45 degrees 21 minutes 15 seconds and a chord bearing South 66 degrees 20 minutes 28 seconds East, with a chord distance of 817 34, feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth;

THENCE along said curve for an arc distance of 839.08 feet to the point of tangency;

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE South 43 degrees 39 minutes 51 seconds East, along the northeastern line of said Public Access and Utility Easement, a distance of 50 feet to a point for a corner located on the extraterritorial jurisdiction line for the City of Fort Worth,

THENCE (departing said Public Access and Utility Easement) South 37 degrees 57 minutes 42 seconds West, a distance of 1513 feet to a point located within the right-of-way for Harmonson Road;

THENCE North 00 degrees 05 minutes 22 seconds West, along said right-of-way for Harmonson Road, a distance of 1576 59 feet to the POINT of BEGINNING and containing 17 55 acres of land, more or less

TRACT C

Being a tract of land situated in Denton County, Texas and being located within the boundaries of the A Gaultney Survey, Abst No 500; the L E Olson Survey, Abst No 1663; and the C, Hayden Survey, Abst No 1662, encompassing Country Lane Subdivision as recorded in Cabinet D, Page 342, M R D C T., and a tract of land described in deed to Robert H Mitchell recorded in Volume 1252, Page 389, D R D.C T , and located within the extraterritorial jurisdiction of the City of Fort Worth, Texas

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

BEGINNING at a point located on the north line of the A Gaultney Survey, Abst No 500, said point being the northwest corner of said Country Lane Subdivision, said point also being located on the north line of a Public Access and Utility Easement as described and recorded in Document No 97-R0024338, D R D C T ;

THENCE South 89 degrees 01 minutes 06 seconds East, along said Public Access and Utility Easement, a distance of 1671 90 feet to a point for a corner located within the right-of-way for Harmonson Road;

THENCE (departing said Public Access and Utility Easement) South 00 degrees 05 minutes 22 seconds East a distance of 2671 59 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 03 seconds West, and passing a point for corner on the existing city limit line of the City of Fort Worth as established by Ordinance No 12313, a distance of 1746 93 feet to a point;

THENCE (along said city limit line) North 89 degrees 00 minutes 00 seconds West a distance of 45 55 feet to a point for a corner on the;

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE (along said city limit line) North 15 degrees 02 minutes 59 seconds East a distance of 205 20 feet to a point for a corner,

THENCE (along said city limit line) North 88 degrees 56 minutes 40 seconds West a distance of 93 90 feet to a point for a corner;

THENCE (along said city limit line) North 35 degrees 50 minutes 58 seconds East a distance of 73 00 feet to a point for a corner;

THENCE (along said city limit line) North 01 degrees 27 minutes 49 seconds East a distance of 296 71 feet to a point for a corner;

THENCE (along said city limit line) South 89 degrees 10 minutes 15 seconds East a distance of 64 04 feet to a point for a corner;

THENCE (along said city limit line) North 01 degrees 17 minutes 52 seconds East a distance of 322 79 feet to a point for a corner;

THENCE (along said city limit line) North 16 degrees 39 minutes 07 seconds East a distance of 61 01 feet to a point for a corner;

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE (along said city limit line) North 00 degrees 51 minutes 20 seconds East a distance of 384 90 feet to a point for a corner;

THENCE (along said city limit line) South 89 degrees 16 minutes 06 seconds East a distance of 15 20 feet to a point for a corner;

THENCE (along said city limit line) North 00 degrees 08 minutes 08 seconds West a distance of 1350 43 feet to the POINT of BEGINNING and containing 104 00 acres of land, more or less

SECTION 2

That the above described territory is shown on Map Exhibit "A" which is attached hereto and expressly incorporated herein by reference for the purpose of illustrating and depicting the location of the hereinabove described territory

SECTION 3

That the above described territory hereby annexed shall be part of the City of Fort Worth, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Fort Worth, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens in accordance with the Service Plan and shall be bound by the acts, ordinances, resolutions and regulations of the City of Fort Worth, Texas

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

SECTION 4

That attached hereto, marked Exhibit "X" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the area to be annexed, said Service Plan having been prepared prior to publication of the notices of hearings prescribed under Section 43 056 of the Texas Local Government Code, and having been made available at said hearings for inspection by and explanation to the inhabitants of the area to be annexed

SECTION 5

That this ordinance shall and does amend every prior ordinance in conflict herewith, but as to all other ordinances or sections of ordinances not in direct conflict, this ordinance shall be, and the same is hereby made cumulative

SECTION 6

That it is hereby declared to be the intent of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would

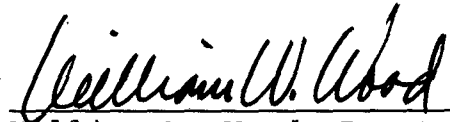
EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

have been enacted by the City Council without the incorporation
in this ordinance of any unconstitutional phrase, clause,
sentence, paragraph or section

SECTION 7

That this ordinance shall take effect and be in full force
and effect from and after the date of its passage, and it is so
ordained

APPROVED AS TO FORM AND LEGALITY



William W Wood, Deputy City Attorney

DATE 2-12-98

ADOPTED 2-10-98

EFFECTIVE _____

INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

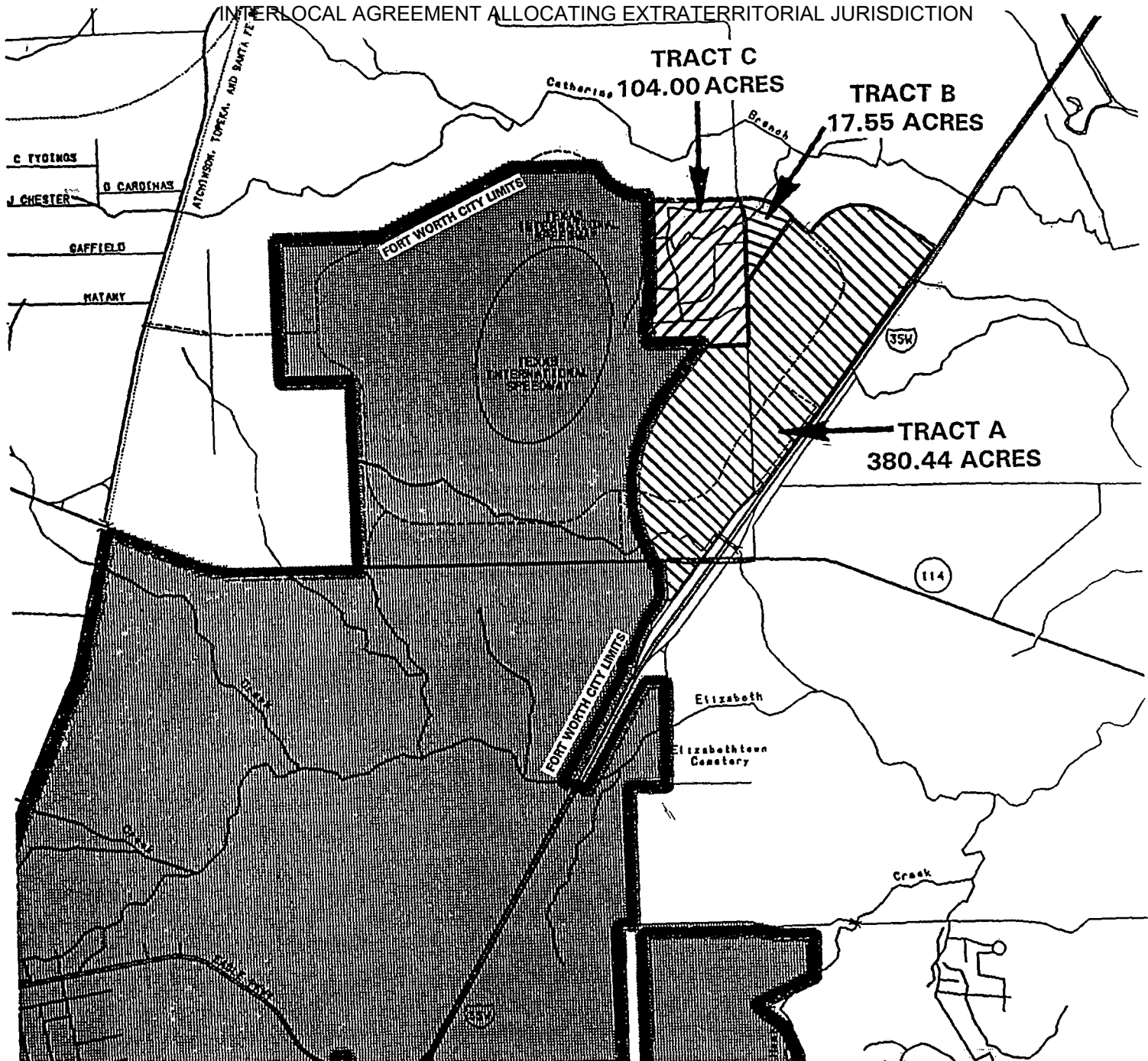


EXHIBIT A

CORPORATE BOUNDARY CHANGE - CITY OF FORT WORTH

PROJECT INVOL ANEXATION - TMS REMAINDER & COUNTRY LN

FILE NO A-97-014

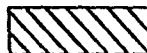
PLAT NO

CURRENT INCORPORATED AREA



501.99

ACRES TO BE ANNEXED



N/A

ACRES TO BE DISANNEXED

N/A

1ST PUBLIC HEARING

1-6-98

2ND PUBLIC HEARING

1-20-98

DATE OF ADOPTION

ORDINANCE NO

PREVIOUS INCORP AREA _____ SQ MI

NEW INCORP AREA _____ SQ MI

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

EXHIBIT A

Page 2

Annexation Case No A-97-014

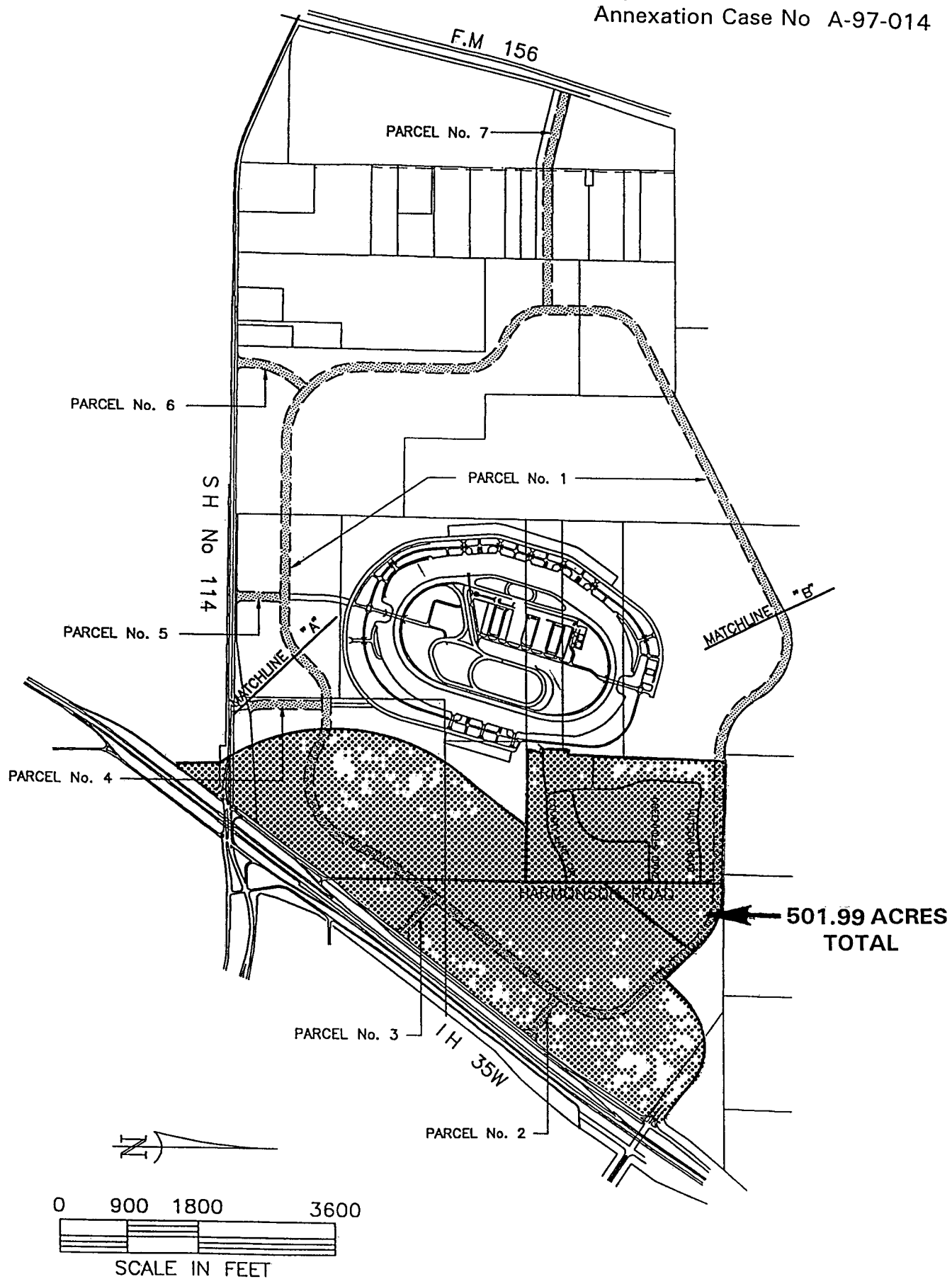


EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

EXHIBIT X
CITY OF FORT WORTH, TEXAS
SERVICE PLAN FOR ANNEXED AREA

Name: THE B.B.B. & C. RR SURVEY, ABSTRACT NO 189; THE H COOK SURVEY, ABSTRACT NO. 310; THE A. M. GAULTNEY SURVEY, ABSTRACT NO 500; THE J ARNOLD SURVEY, ABSTRACT NO 1659, AND THE L E OLSON SURVEY, ABSTRACT NO. 1663

Location and Acreage Annexed SITUATED WEST OF INTERSTATE HIGHWAY 35W AT STATE HIGHWAY 114 - 501 99 ACRES.

County: DENTON

Municipal Services to the acreage described above shall be furnished by or on behalf of the City of Fort Worth, Texas, at the following levels and in accordance with the following schedule

A Police Protection Service

- (1) Patrolling, responses to calls, and other routine police protection services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation
- (2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the maxim level of police services consistent with the characteristics of topography, land utilization, and population density within the area as determined by the City Council within four and one-half (4-1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later
- (3) Upon ultimate development of the area, the same level of police protection services will be provided to this area as are furnished throughout the City

B Fire and Emergency Protection Service

- (1) Fire protection services by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinances
- (2) As development and construction of subdivisions commence within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area with the maximum level of fire and emergency ambulance services consistent with the characteristics of topography, land utilization, and population density of the area, as determined by the City Council, within four and one-half (4-1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

- (3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city

C Environmental Health and Code Enforcement Services

- (1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers' ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel. Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.
- (2) The City's building, plumbing, mechanical, electrical, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- (3) The City's zoning, subdivision, sign, mobile home, junk yard and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- (4) All inspection services furnished by the City of Fort Worth, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.
- (5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area with the same level of environmental health and code enforcement services as are furnished throughout the City.

D Planning and Zoning Services

The planning and zoning jurisdiction of the City will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Comprehensive Zoning Ordinance and General Plan.

E Parks and Community Services

- (1) Residents of this property may utilize all existing parks and community service facilities throughout the City, beginning with the effective date of this ordinance.

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

- (2) Capital improvements such as parkland acquisition and development of facilities will be dictated by future land use of the area. Should residential development occur, consideration of dedicated parkland will be required under the Park Policy of the Subdivision Ordinance. Development of physical improvements will occur once funding sources are identified, a population exists which justifies development and operation/maintenance provisions are secured.
- (3) Existing parks, playgrounds, swimming pools and other recreational and community facilities within this property shall, upon deeding to and acceptance by the City and appropriations for maintenance and operations, be operated by the City of Fort Worth, but not otherwise.

F Solid Waste Collection

- (1) Solid waste collection shall be provided to the property in accordance with existing City policies, beginning with the effective date of the annexation ordinance. Residents of this property utilizing private collection services at the time of annexation shall continue to do so until notified by the Director of City Services.
- (2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the City as to frequency, charges and so forth.

G Street, Storm Drainage and Street Lights

- (1) The City of Fort Worth's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning with the effective date of the annexation ordinance. The City will maintain improved roadway sections dedicated to the public consistent with maintenance performed on other roadways of similar construction and classification within the City of Fort Worth.
- (2) As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Fort Worth with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.
- (3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Fort Worth as is provided to City streets throughout the City.
- (4) The City will maintain storm drainage facilities, within a

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

drainage easement when constructed, to current City of Fort Worth standards applicable throughout the City. As development, improvement or construction of storm drainage facilities to City standards commences within this property, the policies of the City of Fort Worth with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

- (5) Street lights installed on improved public streets shall be maintained by the City of Fort Worth in accordance with current City policies. Other street lighting shall not be maintained by the City of Fort Worth.

H Water Services

- (1) Connection to existing City water mains for domestic water service to serve residential, commercial, and industrial use within this property will be provided in accordance with existing City ordinances and policies. Upon connection to existing mains, water will be provided at rates established by City ordinances for such service at the normal rates charged throughout the City.
- (2) As development and construction of subdivisions commence within this property, water mains of the City will be extended by the property owner in accordance with provisions of the Subdivision Ordinance and other applicable policies, ordinances, and regulations. City participation in the costs of these extensions shall be in accordance with applicable City policies, ordinances, and regulations. Such extensions will commence within four and one-half (4-1/2) years from the effective date of the annexation ordinance, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

I Sanitary Sewer Services

- (1) Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing City ordinances and policies. Upon connection, to existing sanitary sewer mains, sanitary sewage service will be provided at rates established by City ordinances for such service at the normal rates charged throughout the City.
- (2) As development and construction of subdivisions commence within this property, sanitary sewer mains of the City will be extended by the property owners in accordance with provisions of the Subdivision Ordinance and other applicable policies, ordinances, and regulations. City participation in the costs of these extensions shall be in accordance with applicable City policies, ordinances, and regulations. Such extensions

EXHIBIT 4
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

will commence within four and one-half (4-1/2) years from the effective date of the annexation ordinance, and/or upon commencement of development of a subdivision within the property, whichever occurs later

J Miscellaneous

- (1) Any facility or building located within the annexed area and acquired by the City of Fort Worth to provide service to the area will be maintained by the City commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later

- (2) General municipal administration and administrative service of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance

City of Fort Worth, Texas

Mayor and Council Communication

DATE 2/10/98	REFERENCE NUMBER PZ-2020	LOG NAME 06BBB	PAGE 1 of 1
SUBJECT	ORDINANCE ANNEXING 501 99 ACRES OF LAND OUT OF THE B.B B & C RR SURVEY, ABSTRACT NO 189, THE H COOK SURVEY, ABSTRACT NO 310, THE A. M GAULTNEY SURVEY, ABSTRACT NO 500, THE J ARNOLD SURVEY, ABSTRACT NO 1659, AND THE L. E. OLSON SURVEY, ABSTRACT NO 1663, DENTON COUNTY, TEXAS (ANNEXATION CASE NO A-97-014)		

RECOMMENDATION

It is recommended that the City Council approve the attached ordinance annexing the above described property in compliance with the requirements of Section 43 052 of the Local Government Code of the State of Texas.

DISCUSSION

On December 16, 1997, the City Council approved the timetable for annexing the above referenced property into the Fort Worth city limits (M&C PZ-2008) Public hearings concerning this request were held as required by state law on January 6 and 20, 1998 The adoption of the attached Ordinance completes the annexation process. The City Plan Commission recommended approval of this annexation on December 22, 1997

LOCATION

The subject property is situated west of Interstate Highway 35W at State Highway 114 If annexed, the subject property would become a part of COUNCIL DISTRICT 2

MG.a

Submitted for City Manager's Office by:	FUND (to)	ACCOUNT	CENTER	AMOUNT	CITY SECRETARY
Mike Groomer 6140					APPROVED CITY COUNCIL FEB 10 1998 <i>Debra Church</i> City Secretary of the City of Fort Worth, Texas
Originating Department Head:					
Ann Kovich 8901					
	(from)				
Additional Information Contact:					
Ann Kovich 8901					

Adopted Ordinance No. 13344

EXHIBIT 5

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

ORDINANCE NO 13522

AN ORDINANCE DECLARING CERTAIN FINDINGS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF FORT WORTH, PROVIDING FOR THE ANNEXATION OF A CERTAIN 2 850 ACRES (0 004 SQUARE MILES) OF LAND, MORE OR LESS, OUT OF THE H ANDERSON SURVEY, ABSTRACT NO 25, DENTON COUNTY, TEXAS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT CORPORATE BOUNDARY LIMITS OF FORT WORTH, TEXAS, PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES, PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF FORT WORTH, TEXAS, PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HERewith; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT, PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE

WHEREAS, a public hearing before the City Council of the City of Fort Worth, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council Chambers in the Municipal Office Building of Fort Worth, Texas, on the 11th day of August 1998, which date was not more than forty (40) days nor less than twenty (20) days prior to institution of annexation proceedings, and

WHEREAS, a second public hearing before the City Council of the City of Fort Worth, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

Chambers in the Municipal Office Building of Fort Worth, Texas, on the 25th day of August 1998, which date was not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings, and

WHEREAS, notice of the first such public hearing was published in a newspaper having general circulation in the City of Fort Worth, Texas, and in the hereinafter described territory on the 31st day of July 1998, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such public hearing; and

WHEREAS, notice of the second such public hearing was published in a newspaper having general circulation in the City of Fort Worth, Texas, and in the hereinafter described territory on the 14th day of August 1998, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said public hearing, and

WHEREAS, prior to the publication of the notices of public hearings, a Service Plan providing for the extension of municipal services into the hereinafter described territory was prepared for inspection by and explanation to the inhabitants of the area to be annexed, and

WHEREAS, the population of the City of Fort Worth, Texas, is in excess of 100,000 inhabitants, and

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

WHEREAS, the hereinafter described territory lies within the exclusive extraterritorial jurisdiction of the City of Fort Worth, Texas, and

WHEREAS, the hereinafter described territory lies adjacent to and adjoins the City of Fort Worth, Texas, and

WHEREAS, the hereinafter described territory contains 2 850 acres (0 004 square miles) of land, more or less,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS

SECTION 1

That the following described land and territory lying adjacent to and adjoining the City of Fort Worth, Texas is hereby added to and annexed to the City of Fort Worth, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Fort Worth, Texas, and the present corporate boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Fort Worth, Texas, to-wit

BEING a portion of the H Anderson Survey, Abstract No 25, Denton County, Texas, and being a portion of that certain tract deeded to FW Sports Authority, Inc , as recorded in

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

document No 96-R0088963 of the Deed Records of Denton County, Texas, described by metes and bounds as follows

BEGINNING at a point of intersection with the existing ETJ of Northlake and a northerly boundary line of a Tract of land deeded to FW Sports Authority, Inc , as recorded in document No 96-R0088963 of the Deed Records of Denton County, Texas, said point being North 63 degrees 18 minutes 02 seconds East and a distance of 3033 6 feet from the Northeast corner of a tract of land deeded to A P & Lulu Peterson in a deed recorded in Volume 177 Page 51 of the Denton County Deed Records

THENCE North 63 degrees 18 minutes 02 seconds East a distance of 168 20 feet to a 5/8 inch Huitt-Zollars capped steel rod found for the point of curvature for a curve having a radius of 900 00 feet a central angle of 62 degrees 39 minutes 43 seconds and a chord bearing South 85 degrees 22 minutes 07 seconds East,

THENCE along said curve an arc distance of 984 29 feet to a point for corner located on the existing city limit line of the City of Fort Worth as established by Ordinance No 12313,

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

THENCE (along said city limit line) West 1083 18 feet to the
POINT OF BEGINNING and containing 2 850 acres, more or less

SECTION 2

That the above described territory is shown on Map Exhibit "A" which is attached hereto and expressly incorporated herein by reference for the purpose of illustrating and depicting the location of the hereinabove described territory

SECTION 3

That the above described territory hereby annexed shall be part of the City of Fort Worth, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Fort Worth, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens in accordance with the Service Plan and shall be bound by the acts, ordinances, resolutions and regulations of the City of Fort Worth, Texas

SECTION 4

That attached hereto, marked Exhibit "X" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the area to be annexed, said Service Plan having been prepared prior to publication of the notices of hearings prescribed under Section 43 056 of the Texas Local Government Code, and having been made

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

available at said hearings for inspection by and explanation to the inhabitants of the area to be annexed

SECTION 5

That this ordinance shall and does amend every prior ordinance in conflict herewith, but as to all other ordinances or sections of ordinances not in direct conflict, this ordinance shall be, and the same is hereby made cumulative

SECTION 6

That it is hereby declared to be the intent of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional phrase, clause, sentence, paragraph or section

SECTION 7

That this ordinance shall take effect and be in full force and effect from and after the date of its passage, and it is so ordained

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

APPROVED AS TO FORM AND LEGALITY

William W Wood
William W Wood, Deputy City Attorney

DATE 9-15-'98

ADOPTED 9-15-98

EFFECTIVE 9-15-98

INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

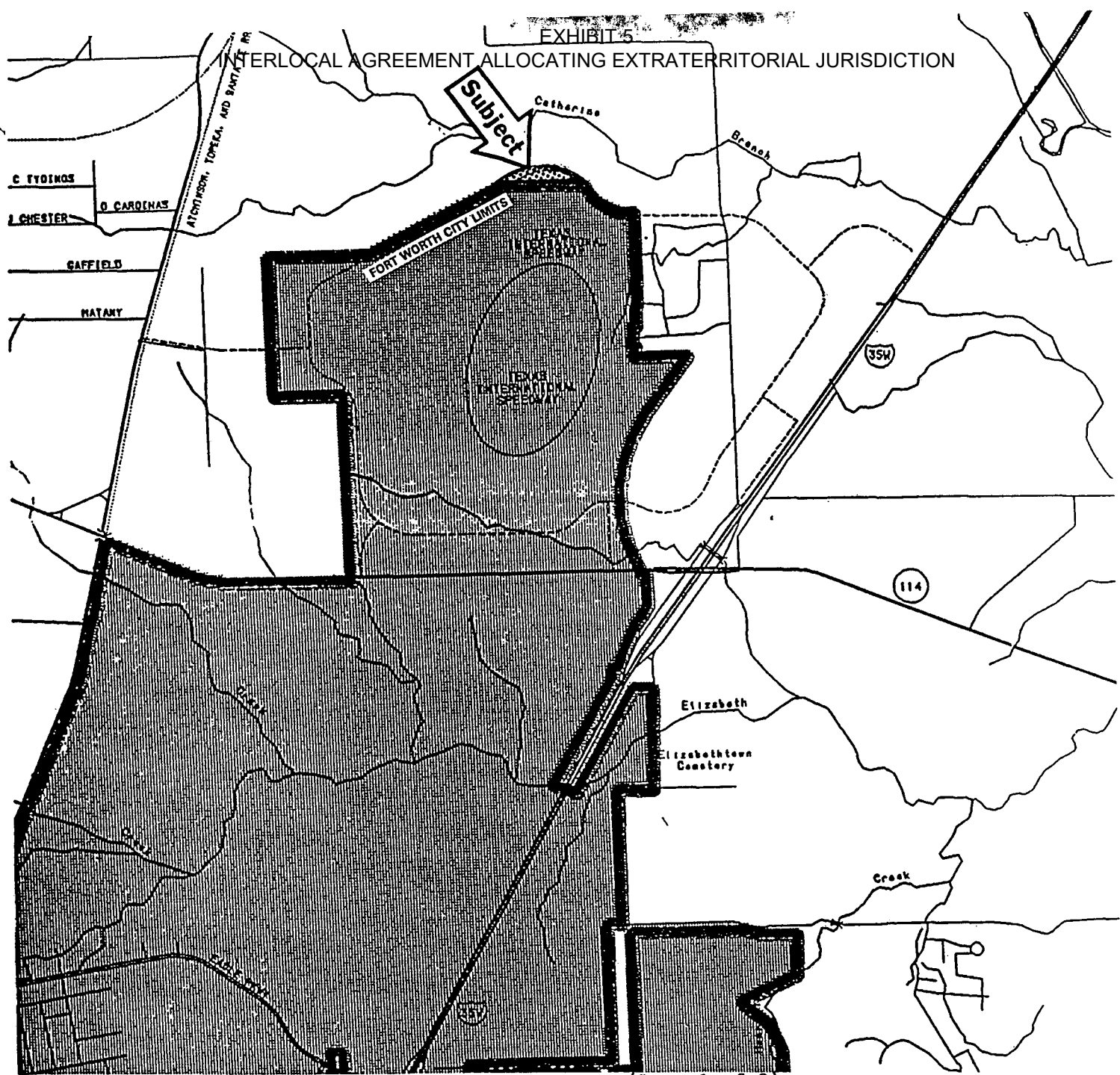


EXHIBIT A (Page 1 of 2)

CORPORATE BOUNDARY CHANGE - CITY OF FORT WORTH

PROJECT VOL. ANNEXATION - MOST NORTHERN TMS RING RD
 FILE NO A-97-015 PLAT NO

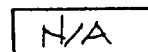
CURRENT INCORPORATED AREA



2.85 ACRES TO BE ANNEXED



N/A ACRES TO BE DISANNEXED



1ST PUBLIC HEARING Aug. 11, 1998
 2ND PUBLIC HEARING Aug. 25, 1998
 DATE OF ADOPTION Sept. 15, 1998
 ORDINANCE NO _____

PREVIOUS INCORP AREA _____ SQ MI

NEW INCORP AREA _____ SQ MI

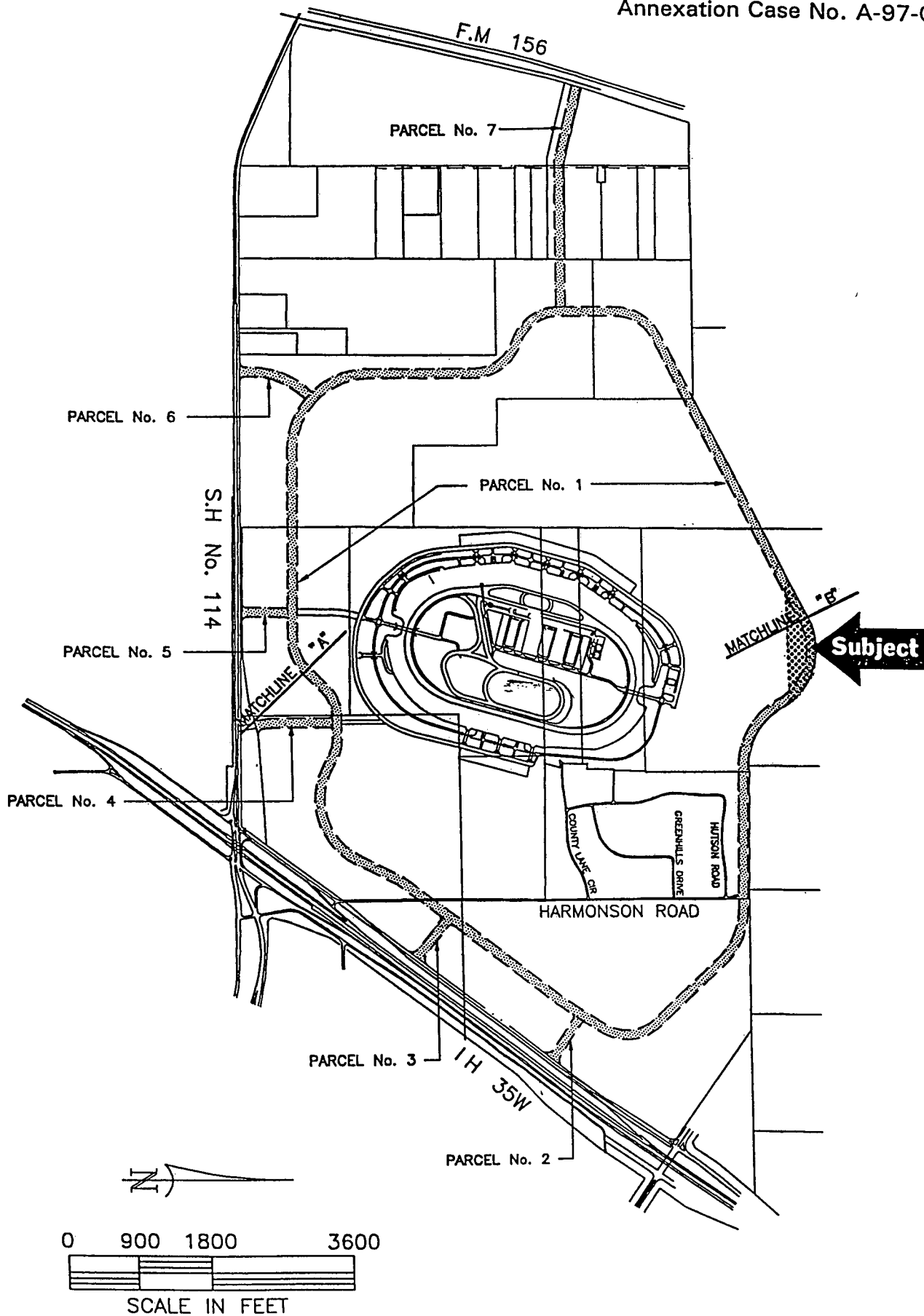


EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

EXHIBIT X
CITY OF FORT WORTH, TEXAS
SERVICE PLAN FOR ANNEXED AREA

Name THE H ANDERSON SURVEY, ABSTRACT NO. 25

Location and Acreage Annexed: SITUATED WEST OF INTERSTATE HIGHWAY 35W, EAST OF
F.M.-156 AND NORTH OF STATE HIGHWAY 114.-
2 85 ACRES.

County: DENTON

Municipal Services to the acreage described above shall be furnished by or on behalf of the City of Fort Worth, Texas, at the following levels and in accordance with the following schedule

A Police Protection Service

- (1) Patrolling, responses to calls, and other routine police protection services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation
- (2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the maxim level of police services consistent with the characteristics of topography, land utilization, and population density within the area as determined by the City Council within four and one-half (4-1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later
- (3) Upon ultimate development of the area, the same level of police protection services will be provided to this area as are furnished throughout the City

B Fire and Emergency Protection Service

- (1) Fire protection services by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinances
- (2) As development and construction of subdivisions commence within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area with the maximum level of fire and emergency ambulance services consistent with the characteristics of topography, land utilization, and population density of the area, as determined by the City Council, within four and one-half (4-1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

- (3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city

C Environmental Health and Code Enforcement Services

- (1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers' ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel. Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.
- (2) The City's building, plumbing, mechanical, electrical, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- (3) The City's zoning, subdivision, sign, mobile home, junk yard and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.
- (4) All inspection services furnished by the City of Fort Worth, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.
- (5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area with the same level of environmental health and code enforcement services as are furnished throughout the City.

D Planning and Zoning Services

The planning and zoning jurisdiction of the City will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Comprehensive Zoning Ordinance and General Plan.

E Parks and Community Services

- (1) Residents of this property may utilize all existing parks and community service facilities throughout the City, beginning with the effective date of this ordinance.

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

- (2) Capital improvements such as parkland acquisition and development of facilities will be dictated by future land use of the area. Should residential development occur, consideration of dedicated parkland will be required under the Park Policy of the Subdivision Ordinance. Development of physical improvements will occur once funding sources are identified, a population exists which justifies development and operation/maintenance provisions are secured.
- (3) Existing parks, playgrounds, swimming pools and other recreational and community facilities within this property shall, upon deeding to and acceptance by the City and appropriations for maintenance and operations, be operated by the City of Fort Worth, but not otherwise.

F Solid Waste Collection

- (1) Solid waste collection shall be provided to the property in accordance with existing City policies, beginning with the effective date of the annexation ordinance. Residents of this property utilizing private collection services at the time of annexation shall continue to do so until notified by the Director of City Services.
- (2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the City as to frequency, charges and so forth.

G Street, Storm Drainage and Street Lights

- (1) The City of Fort Worth's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning with the effective date of the annexation ordinance. The City will maintain improved roadway sections dedicated to the public consistent with maintenance performed on other roadways of similar construction and classification within the City of Fort Worth.
- (2) As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Fort Worth with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.
- (3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Fort Worth as is provided to City streets throughout the City.
- (4) The City will maintain storm drainage facilities, within a

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

drainage easement when constructed, to current City of Fort Worth standards applicable throughout the City. As development, improvement or construction of storm drainage facilities to City standards commences within this property, the policies of the City of Fort Worth with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

- (5) Street lights installed on improved public streets shall be maintained by the City of Fort Worth in accordance with current City policies. Other street lighting shall not be maintained by the City of Fort Worth.

H Water Services

- (1) Connection to existing City water mains for domestic water service to serve residential, commercial, and industrial use within this property will be provided in accordance with existing City ordinances and policies. Upon connection to existing mains, water will be provided at rates established by City ordinances for such service at the normal rates charged throughout the City.
- (2) As development and construction of subdivisions commence within this property, water mains of the City will be extended by the property owner in accordance with provisions of the Subdivision Ordinance and other applicable policies, ordinances, and regulations. City participation in the costs of these extensions shall be in accordance with applicable City policies, ordinances, and regulations. Such extensions will commence within four and one-half (4-1/2) years from the effective date of the annexation ordinance, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

I Sanitary Sewer Services

- (1) Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing City ordinances and policies. Upon connection, to existing sanitary sewer mains, sanitary sewage service will be provided at rates established by City ordinances for such service at the normal rates charged throughout the City.
- (2) As development and construction of subdivisions commence within this property, sanitary sewer mains of the City will be extended by the property owners in accordance with provisions of the Subdivision Ordinance and other applicable policies, ordinances, and regulations. City participation in the costs of these extensions shall be in accordance with applicable City policies, ordinances, and regulations. Such extensions

EXHIBIT 5
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

will commence within four and one-half (4-1/2) years from the effective date of the annexation ordinance, and/or upon commencement of development of a subdivision within the property, whichever occurs later

J Miscellaneous

- (1) Any facility or building located within the annexed area and acquired by the City of Fort Worth to provide service to the area will be maintained by the City commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later

- (2) General municipal administration and administrative service of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance

City of Fort Worth, Texas

Mayor and Council Communication

Date 9/15/98	Reference Number PZ-2060	Log Name 06ACRES	Page 1 of 1
Subject	ORDINANCE ANNEXING 2.85 ACRES OF LAND OUT OF THE H ANDERSON SURVEY, ABSTRACT NO 25, DENTON COUNTY, TEXAS (ANNEXATION CASE NO A-97-015)		

RECOMMENDATION

It is recommended that the City Council approve the attached ordinance annexing the above described property in compliance with the requirements of Section 43.052 of the Local Government Code of the State of Texas

DISCUSSION

On July 28, 1998, the City Council approved the timetable for annexing the above referenced property into the Fort Worth city limits (M&C PZ-2053). Public hearings concerning this request were held as required by state law on August 11 and 25, 1998. The adoption of the attached Ordinance completes the annexation process. The City Plan Commission recommended approval of this annexation on December 22, 1997.

LOCATION - The subject property is situated west of Interstate Highway 35W, east of F M 156 and north of State Highway 114. If annexed, the subject property would become a part of COUNCIL DISTRICT 2.

MG.j

Submitted for City Manager's Office by:	FUND	ACCOUNT	CENTER	AMOUNT	CITY SECRETARY APPROVED CITY COUNCIL SEP 15 1998 <i>Klaus Hansen</i> City Secretary of the City of Fort Worth, Texas
Mike Groomer 6140	(to)				
Originating Department Head:					
Ann Kovich 8901	(from)				
Additional Information Contact:					
Ann Kovich 8901					

Adopted Ordinance No. ~~13527~~

EXHIBIT 6

CITY OF NORTHLAKE, TEXAS

019466

ORDINANCE NO. 961114

AN ORDINANCE DECLARING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE OF THE CITY OF NORTHLAKE; PROVIDING FOR THE ANNEXATION OF A CERTAIN 36.516 ACRES OF LAND, MORE OR LESS, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF NORTHLAKE, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the said property more fully described in the attached Exhibit "A" and shown in Exhibit "B", have filed a petition requesting annexation of said property into the City of Northlake, and is attached as Exhibit "C", and

WHEREAS, said owners and qualified voters have presented the written petition, attached as Exhibit "C", to the City Council accordingly with section 43.028 of the Local Government Code, and have requested annexation into the city limits of Northlake, Texas, said petition has been signed by the owners of the area to be annexed, and

WHEREAS, two (2) public hearings before the City Council of the City of Northlake, Texas, where all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, where held at the Justin Elementary School at 425 Boss Range Road, with the first public hearing conducted at 6:00p.m. on October 10,1996. And second public hearing was conducted at 6:30p.m. on October 24,1996. and

WHEREAS, notice of each such public hearings was published prior thereto in a newspaper having general circulation in the City of Northlake, Texas, and in the hereinafter described territory on October 1,1996 and October 10,1996, in accordance with section 43.052 of the Local Government Code.

WHEREAS, notice of such hearings was duly posted 72 hours prior to the onset of each hearing, in accordance with applicable law. and,

WHEREAS, the territory described in Exhibit "A", and shown in Exhibit "B", attached hereto and incorporated herein for all purposes, lies within the exclusive extraterritorial jurisdiction of the City of Northlake, Texas; and

WHEREAS, the hereinafter described territory contains 36.516 acres of land, more or less;

EXHIBIT 6
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

WHEREAS, the hereinafter described territory lies adjacent to and adjoins the City of Northlake, Texas; and the members of the City Council of the City of Northlake have concluded that said area should be annexed and made a part of the City of Northlake, Texas; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHLAKE, TEXAS:

I .

That the territory described in Exhibit "A", and shown in Exhibit "B", attached hereto and incorporated herein for all purposes, lying adjacent to and adjoining the City of Northlake, Texas, is hereby added to and annexed to the City of Northlake, Texas, and said territory described in Exhibit "A", and shown in Exhibit "B" shall hereinafter be included within the boundary limits of the City of Northlake, Texas, and the present boundary limits of said city, at the various points contiguous to the area described in Exhibit "A", and shown in Exhibit "B", are altered and extended so as to include said area within the corporate limits of the City of Northlake, Texas.

II .

That the territory described in Exhibit "A", and shown in Exhibit "B", and the area annexed shall be a part of the City of Northlake, Texas, and the owners of said property shall be entitled to all the rights and privileges of being within the corporate limits of the City of Northlake, Texas, and shall be bound by the acts, ordinances resolutions and regulations of the City of Northlake, Texas.

III .

That this ordinance shall be and does amend every prior ordinance in conflict herewith, but as to all other ordinances and sections of ordinances not in direct conflict, this ordinance shall be, and the same is hereby made cumulative.

IV .

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance, and the real property identified in this ordinance, are severable, and if any phrase, clause, sentence, paragraph or section, or the inclusion of any property described and shown in the attached Exhibits "A" and "B" of this ordinance shall be declared unconstitutional, invalid or unlawful by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections, or any other property described in the attached

EXHIBIT 6
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

Exhibits "A" and "B", since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or unlawful phrase, clause, sentence, paragraph or section, and should the annexation of a portion of the property described and shown in the attached Exhibits "A" and "B" be declared to be incapable of annexation by the City of Northlake, Texas, for whatever reason, the City Council declares that it would have annexed the unobjectionable portion.

V.

This ordinance shall be effective from and after its passage by the Northlake City Council on the 14th day of November, 1996.

APPROVED:

Carl J. Stander
Mayor, City of Northlake

ATTEST:

Jobay Penning
City Secretary, City Secretary

(SEAL)



EXHIBIT 6
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

Exhibit A

Being 36.516 acres of land situated in the G.W. Shamblyn Survey, Abstract No. 1191 and the Lewis Medlin Survey, Abstract No. 830, Denton County, Texas and also being a portion of the tract of land conveyed to Trustees, E-Systems, Inc., Pool Trust, as recorded in Volume 1629, Page 973, Deed Records of Denton County, Texas, said 36.516 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the south R.O.W. line of State Highway No. 114, said iron rod also being the northeast corner of the aforementioned Trustees, E-Systems, Inc., Pool Trust Tract;

THENCE South 00 degrees 10 minutes 43 seconds East, generally with a fence, along the east line of said E-Systems tract, a distance of 1092.85 feet to 5/8 inch iron rod found at the southeast corner of said tract;

THENCE North 89 degrees 40 minutes 27 seconds West, generally following a fence and along the southerly line of said E-Systems tract, a distance of 433.39 feet to a 3/8 inch iron rod found;

THENCE South 76 degrees 53 minutes 19 seconds West, generally following said fence along said southerly line, a distance of 717.37 feet to a 3/8 inch iron rod found;

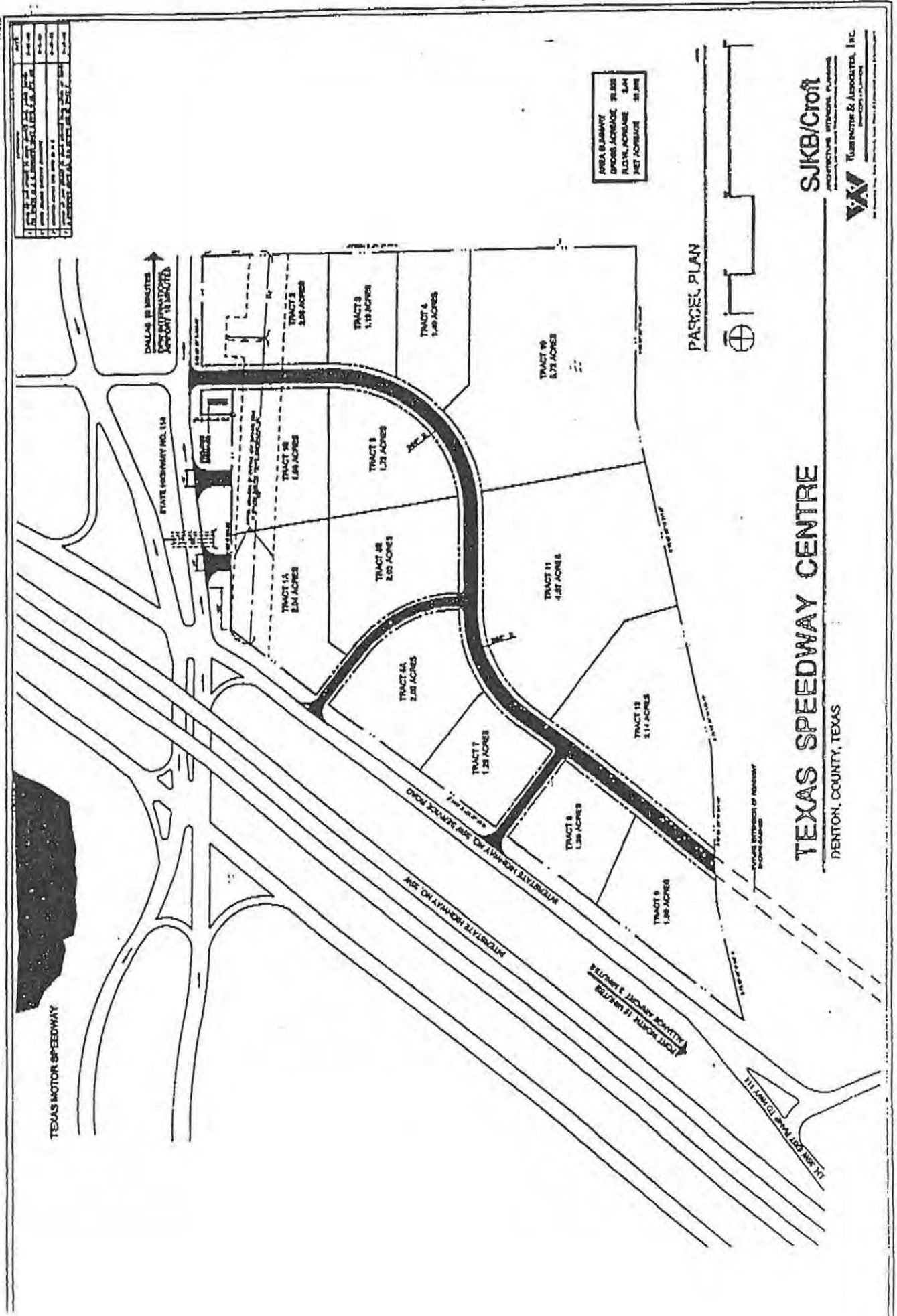
THENCE South 75 degrees 20 minutes 30 seconds West, continuing along said fence and said southerly line, a distance of 139.05 feet to a 3/8 inch iron rod found;
THENCE South 87 degrees 57 minutes 13 seconds West, continuing along said fence and said southerly line, a distance of 382.09 feet to a 1/2 inch iron rod found;
THENCE South 77 degrees 01 minute 01 second West, continuing along said fence and said southerly line, a distance of 307.2 feet to a 1/2 inch iron rod found at the southwest corner of said E-Systems tract in the southeasterly R.O.W line of Interstate Highway No. 35W;

THENCE North 37 degrees 43 minutes 23 seconds East along the easterly R.O.W. line of said Interstate Highway No. 35W, a distance of 1640.93 feet to a 5/8 inch smooth iron rod found at the northwest corner of said E-Systems tract in the south R.O.W. line of the aforesaid State Highway No. 114;

THENCE South 89 degrees 25 minutes 37 seconds East, along said southerly R.O.W. line, a distance of 539.61 feet to a 1/2 inch iron rod with plastic cap stamped "Landes & Assoc." set;

THENCE North 00 degrees 25 minutes 37 seconds West, along the R.O.W. line of said State Highway No. 114, a distance of 82.01 feet to a 1/2 inch iron rod with plastic cap stamped "Landes & Assoc." set;

THENCE South 89 degrees 29 minutes 42 seconds East, along the southerly R.O.W. line of said Highway, a distance of 401.62 feet to the PLACE OF BEGINNING and containing 36.516 acres of land, more or less.



AREA BOUNDARY	25.00
DEVELOPABLE AREA	25.00
PLANNED AREA	25.00
NET ACRES	25.00

PARCEL PLAN



TEXAS SPEEDWAY CENTRE

DENTON, COUNTY, TEXAS

SJKB/Craft

TURNER & ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
10000 W. 10TH AVE., SUITE 100, DALLAS, TEXAS 75243
(214) 343-1000

EXHIBIT 6
EXHIBIT C
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

POOL TRUST
E-SYSTEMS, INC.
P.O. BOX 660248, Dallas, TX 75266-0248
6250 LBJ Freeway, Dallas, TX 75240
Tel 214.661.1000



September 9, 1996

Honorable Mayor and Council Members
Town of Northlake
P.O. Box 729
105 W. 4th Street
Justin, Texas 76247

**RE: Annexation
 Motor Speedway Centre**

Greetings:

E-Systems, Inc., Pool Trust, being the owners of the 36.516 acre tract of land described in Exhibit "A" attached hereto, hereby request that this property be annexed into the Town of Northlake. The 36.516 acre tract of land is also designated as Motor Speedway Centre. Avex Fund V, Inc., and its assigns and authorized representatives are hereby granted permission to represent E-Systems in all matters regarding this annexation request since they are in the process of purchasing the land.

If there are any questions or if we may be of any service, please call Mr. Bill Strange at (214) 392-4837. Mr. Strange's area code will change to 972 September 14th.

Yours truly,

E-SYSTEMS, INC., POOL TRUST

By:

A handwritten signature in dark ink, appearing to read 'Art Hobbs', written over a horizontal line.

Art Hobbs
Trustee

Enclosure

EXHIBIT 7

EXHIBIT 7
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

ORDINANCE NO. 97-073A

065302

AN ORDINANCE OF THE CITY OF NORTHLAKE, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF NORTHLAKE, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the owners of the property more fully described in the attached Exhibit "A" have filed a petition requesting annexation of said property into the City of Northlake, said petition being attached as Exhibit "B"; and

WHEREAS, said owners have presented the written petition attached as Exhibit "B" to the City Council, in accordance with Section 43.028 of the Texas Local Government Code, and have requested annexation into the City limits of Northlake, Texas, and said petition has been signed by a representative of the owner of the area to be annexed; and

WHEREAS, the City Council of the City of Northlake has held two public hearings on May 29, 1997 and June 12, 1997, where all interested persons were provided an opportunity to be heard on the proposed annexation, and publication of notice of such hearings was made in accordance with Section 43.052 of the Local Government Code; and

WHEREAS, notice of such hearings was duly posted 72 hours prior to the onset of each hearing, in accordance with applicable law; and

WHEREAS, the territory described on Exhibit "A" lies within the exclusive extraterritorial jurisdiction of the City of Northlake; and

WHEREAS, the territory described on Exhibit "A" is land adjoining the present city limits of the City of Northlake, and the members of the City Council of the City of Northlake have concluded that said area should be annexed and made a part of the City of Northlake, Texas.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Northlake, Texas, that:

EXHIBIT 7
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

SECTION 1. The territory described in Exhibit "A" is hereby annexed into the City of Northlake, Texas, and the boundary limits of the City of Northlake, Texas, are hereby extended to include said territory within the City limits, and the same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of the City of Northlake.

SECTION 2. It is not the intention of the City of Northlake to annex any territory not legally subject to being annexed by said City, and should any portion of the territory not be subject to legal annexation of the City of Northlake, such fact will not prevent the City from legal annexation of the remaining portion of the property.

SECTION 3. Any ordinance previously adopted by the City Council of the City of Northlake, Texas, that is in conflict with this ordinance is hereby repealed to the extent of that conflict.

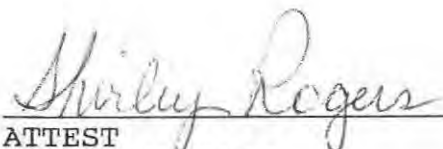
SECTION 4. The City Secretary of the City of Northlake is hereby directed to publish this ordinance in accordance to law and notify all affected local, county, state and federal offices as may be required by law and all utility companies as may be affected by the annexation.

SECTION 5. This ordinance shall take effect immediately upon its passage as the law in such cases provides.

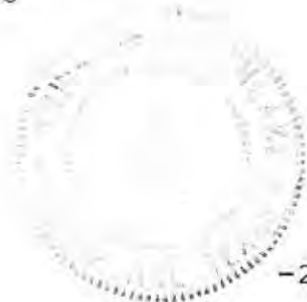
DULY ADOPTED AND APPROVED by the City Council of the City of Northlake, Texas, this the 3 day of July, 1997.



APPROVED
MAYOR OF THE CITY OF NORTHLAKE



ATTEST
CITY SECRETARY



INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION

LEGAL DESCRIPTION
55.6133 ACRES

BEING a 55.6133 acre tract of land out of the G.W. Shamblin Survey, Abstract No. 1191, Denton County, Texas, and being a portion of the tract conveyed to Culbertson Properties Inc. by deed recorded in Volume 3276, Page 139, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in a fence line and at the Northeast corner of said Culbertson Properties Inc. tract, and also being in a south line of a 36.352 acre tract of land out of said Shamblin Survey and the L. Madin Survey, Abstract No. 830, Denton County, Texas, conveyed to Trustees, E Systems Inc. Pool Trust, by deed recorded in Volume 1629, Page 973, Deed Records, Denton County, Texas;

THENCE S 01 deg. 02 min. 50 sec. E, along the east line of said Culbertson Properties Inc. tract, a distance of 1656.81 feet to a 1/2" iron rod found for corner in the approximate centerline of Elizabeth Creek;

THENCE along the approximate centerline of said Elizabeth Creek the following four (4) calls with references:
N 54 deg. 52 min. 19 sec. W, a distance of 355.30 feet to a point from which a bridge spike bears N 00 deg. 01 min. 23 sec. E, a distance of 50.00 feet;

S 88 deg. 28 min. 20 sec. W, a distance of 322.52 feet to a point from which a bridge spike bears N 03 deg. 05 min. 25 sec. W, a distance of 52.67 feet;

S 84 deg. 21 min. 02 sec. W, a distance of 440.27 feet to a point from which a bridge spike bears N 00 deg. 01 min. 23 sec. E, a distance of 30.00 feet;

S 64 deg. 08 min. 19 sec. W, a distance of 807.71 feet to a "Y" cut for corner in a concrete bridge and in the west line of said Culbertson Properties Inc. tract and also being in Old Elizabeth Town Road;

THENCE along the west line of said Culbertson Properties Inc. tract and along said Old Elizabeth Town Road the following four (4) calls:
N 04 deg. 30 min. 51 sec. E, a distance of 90.85 feet to a railroad spike found,
N 03 deg. 17 min. 27 sec. E, a distance of 288.56 feet to a 1/2" iron rod found,
N 01 deg. 10 min. 22 sec. W, a distance of 603.55 feet to a railroad spike found,
N 01 deg. 37 min. 18 sec. W, a distance of 308.76 feet to a 1/2" iron rod found for corner in the south right-of-way line of Interstate Highway No. 35W;

THENCE N 85 deg. 58 min. 56 sec. E, along the south line of said Interstate Highway No. 35, passing at a distance of 22.05 feet a concrete monument found in the east right-of-way line of said Old Elizabeth Town Road and continuing for a total distance of 50.10 feet to a concrete monument found for corner;

THENCE N 05 deg. 42 min. 40 sec. E, continuing along the south right-of-way line of said Interstate Highway No. 35W, a distance of 92.96 feet to a 5/8" iron pipe found for corner;

THENCE N 37 deg. 38 min. 05 sec. E, continuing along the south right-of-way line of said Interstate Highway No. 35W, a distance of 227.52 feet to a 1/2" iron rod found for the most northerly northwest corner of said Culbertson Properties Inc. tract and at the southwest corner of the said Trustees, E-Systems, Inc. Pool Trust tract;

THENCE along the common line of said Culbertson Properties Inc. tract and the Trustees, E-Systems, Inc. Pool Trust tract and generally along a fence line the following five (5) calls:

N 76 deg. 42 min. 03 sec. E, a distance of 307.44 feet to a 1/2" iron rod found,
N 87 deg. 37 min. 33 sec. E, a distance of 382.09 feet to a 3/8" iron rod found,
N 74 deg. 59 min. 08 sec. E, a distance of 139.03 feet to a 3/8" iron rod found,
N 76 deg. 33 min. 33 sec. E, a distance of 717.38 feet to a 3/8" iron rod found,
N 83 deg. 44 min. 45 sec. E, a distance of 33.91 feet to the POINT OF BEGINNING and containing 55.6133 acres of land.

SURVEYORS CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

TO: SPEEDWAY MONTICELLO PARTNERS
NEAL C. SMALL, TRUSTEE
AMERICAN TITLE COMPANY
STEWART TITLE GUARANTY
DANVILLE STATE BANK

"Seller"
"Purchaser"
"Title Company"
"Underwriter"
"Lender"

I, Dennis D. Vote, a Registered Professional Land Surveyor, do hereby certify that on the 21st day of March, 1997:

this survey was made on the ground as per the field notes shown on this survey and correctly shows (i) the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon (if any) and the distance therefrom to the nearest facing exterior property lines of the subject property, (ii) the location of all rights-of-way, easements and any other matters of record (or which I have knowledge or have been advised, written or not of record) affecting the subject property, (iii) all abutting dedicated public streets providing access to the subject property together with the width and name thereof, and (iv) all other significant items on the subject property;

except as shown on the survey, there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets or alleys by any improvements on the subject property, (iii) party walls, or (iv) conflicts or protrusions;

adequate ingress to and egress from the subject property is provided by Old Elizabeth Town Road and Interstate Highway No. 35 West;

all required building set back lines on the subject property are located as shown hereon;

this survey (i) conforms to the current standards promulgated by the Texas Board of Professional Land Surveying; (ii) conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

EXCEPT AS SHOWN the subject property does not lie within a flood prone area in accordance with the Flood Insurance Rate Map, Denton County, Texas, Community Panel No. 480774 0170 C, Map Revised: June 2, 1994, and published by the Federal Insurance Agency.

EXECUTED this 21ST day of March, 1997.



Dennis D. Vote
DENNIS D. VOTE, Registered Professional Land Surveyor, #4813
VOTEX SURVEYING COMPANY, 4548 Tuscany Drive
Plano, Texas 75093, (972) 964-0858

BOUNDARY SURVEY

55.6133 ACRES

OUT OF THE
G.W. SHAMBLIN SURVEY, ABSTRACT NO. 1191
DENTON COUNTY, TEXAS

SCALE: 1"=100' DATE: MARCH 21, 1997

BEARING SOURCE: PER DEED TO SPEEDWAY MONTICELLO PARTNERS, LTD. AS RECORDED IN COUNTY CLERK'S FILE NO. 96-0022598.

THE FOLLOWING EASEMENT IS A BLANKET EASEMENT AND DOES AFFECT THIS SUBJECT TRACT OF LAND: VOLUME 339, PAGE 254.

PROJECT NO. 97030

CC MEMO:
LEGIBILITY OF THIS DOCUMENT
UNSATISFACTORY FOR
MICROFILMING OR REPRODUCING

36.352 ACRE TRACT
TRUSTEES, E-SYSTEMS, INC., POOL TRUST,
VOL. 1629, PG. 973
D.R.D.C.T.

CC MEMO:
LEGIBILITY OF THIS DOCUMENT
UNSATISFACTORY FOR
MICROFILMING OR REPRODUCING

G.W. SHAMBLIN SURVEY, ABSTRACT NO. 1191

2,422,517 SQ. FT.
55.6133 ACRES

OWNER:
SPEEDWAY MONTICELLO PARTNERS, LTD.
COUNTY CLERK'S FILE NO. 96-0022598
D.R.D.C.T.

APPROX. LIMITS OF FLOOD ZONE
COMMUNITY PANEL NO. 480774
JUNE 2, 1994. NO STUDY MADE
"A" PER F.E.M.A. MAP
1170 C, MAP REVISED:
Y UNDERSIGNED.

CULBERTSON PROPERTIES, INC.
VOL. 3276, PG. 139
D.R.D.C.T.

LEGEND

CONC. MON.	CONCRETE MONUMENT
1/2" I.P.F.	IRON PIPE FOUND
1/2" I.R.S.	IRON ROD SET
1/2" I.R.F.	IRON ROD FOUND
R.R. SPIKE	RAILROAD SPIKE
Y CUT FND	Y CUT FOUND
P.D. FND	POWER POLE
S.P.	SERVICE POLE

VOTEX SURVEYING COMPANY 4548 Tuscany Drive Plano, Texas 75093-7042 Ph. (972) 964-0858

Exhibit "A"

EXHIBIT 8

EXHIBIT 9

A Resolution

NO. 4012-07-2011

JOINT RESOLUTION AND INTERLOCAL AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE
COUNTY OF TARRANT	§	PRESENTS.

WHEREAS, the City of Fort Worth ("Fort Worth") is a home-rule city lying and being situated within the Counties of Tarrant, Johnson, Parker, Denton, and Wise, State of Texas, with a population of more than one hundred thousand (100,000) and an extraterritorial jurisdiction (ETJ) of five (5) miles; and

WHEREAS, the Town of Northlake ("Northlake") is a general-law city lying and being situated within the Denton County, State of Texas, with a population fewer than five thousand (5,000) inhabitants and an extraterritorial jurisdiction limit of one-half (1/2) mile; and

WHEREAS Northlake and Fort Worth have areas within their exclusive ETJ that they desire to apportion to promote orderly growth and development; and

WHEREAS Chapter 43 of the Local Government Code provides that cities may apportion ETJ areas by written instrument; and

WHEREAS Northlake and Fort Worth find that apportionment of their exclusive ETJ boundary lines will be to the benefit of the citizens of both cities and their adjacent areas and will facilitate the elements of planning and services which contribute to orderly growth and development of the regional areas; and

WHEREAS Fort Worth and Northlake now desire to apportion their exclusive ETJ boundary lines, whereby Fort Worth will release from its exclusive ETJ certain land to be relinquished to and become part of the ETJ of Northlake, and Northlake will relinquish to Fort Worth its exclusive ETJ rights to certain land to be relinquished to and become part of the ETJ of Fort Worth; and

WHEREAS it is in the best interest of both Fort Worth and Northlake that certain and exclusive unincorporated areas within the ETJ of the two cities be apportioned.

NOW, THEREFORE, BE IT RESOLVED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH AND THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE THAT:

SECTION 1.

The following extraterritorial jurisdiction boundary realignment between Fort Worth and Northlake as herein described is in the best interests of the property owners and inhabitants of both cities with the common extraterritorial jurisdiction boundary line and apportionment of extraterritorial jurisdiction between Fort Worth and Northlake being hereby determined, fixed, and ratified per this Agreement.

SECTION 2.

Northlake does hereby agree to relinquish to Fort Worth, and Fort Worth hereby accepts into its extraterritorial jurisdiction all extraterritorial jurisdiction rights which Northlake currently has within the area shown on the map attached as Exhibit "A" and incorporated herein for all purposes.

SECTION 3.

Fort Worth does hereby agree to relinquish the extraterritorial jurisdiction to Northlake, and Northlake accepts into its extraterritorial jurisdiction all extraterritorial jurisdiction rights Fort Worth currently has within the area indicated on the map attached hereto as Exhibit "B".

SECTION 4.

Fort Worth and Northlake do hereby covenant and agree to protect, preserve, and defend the hereinabove described boundary, realignment, and apportionment of extraterritorial jurisdiction.

SECTION 5.

Fort Worth and Northlake agree and resolve that the adoption of both cities of this Joint Resolution and Agreement, and the relinquishment of the above described territory by each party does not mitigate, diminish, or lessen in any way the rights that either party may have at law or in equity, to challenge or contest any other annexations or attempted annexations made by the other party.

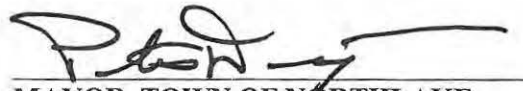
SECTION 6.

This Joint Resolution and Agreement shall become effective and shall become a binding agreement upon Fort Worth and Northlake by the adoption of same in regular open city council meetings of Fort Worth and Northlake, and upon execution thereof as prescribed in Section 7 hereof.

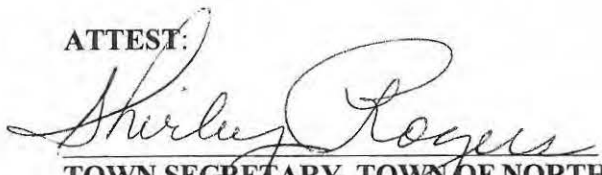
SECTION 7.

Fort Worth shall file a copy of this Joint Resolution and Agreement in the Deed Records of Tarrant County. Northlake shall file a copy of this Joint Resolution and Agreement in the Deed Records of Denton County.

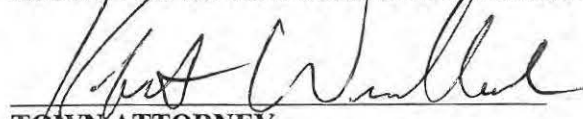
PASSED AND APPROVED by the Town Council of the Town of Northlake on this 28 day of July 2011.


MAYOR, TOWN OF NORTHLAKE

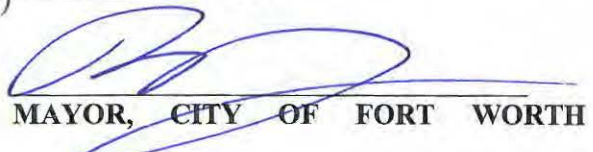
ATTEST:


TOWN SECRETARY, TOWN OF NORTHLAKE

APPROVED AS TO FORM AND LEGALITY


TOWN ATTORNEY

PASSED AND APPROVED by the City Council of the City of Fort Worth on this 26th day of July 2011.


MAYOR, CITY OF FORT WORTH

ATTEST:


CITY SECRETARY, CITY OF FORT WORTH

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

Exhibit A: Northlake ETJ to Fort Worth ETJ Boundary Adjustment

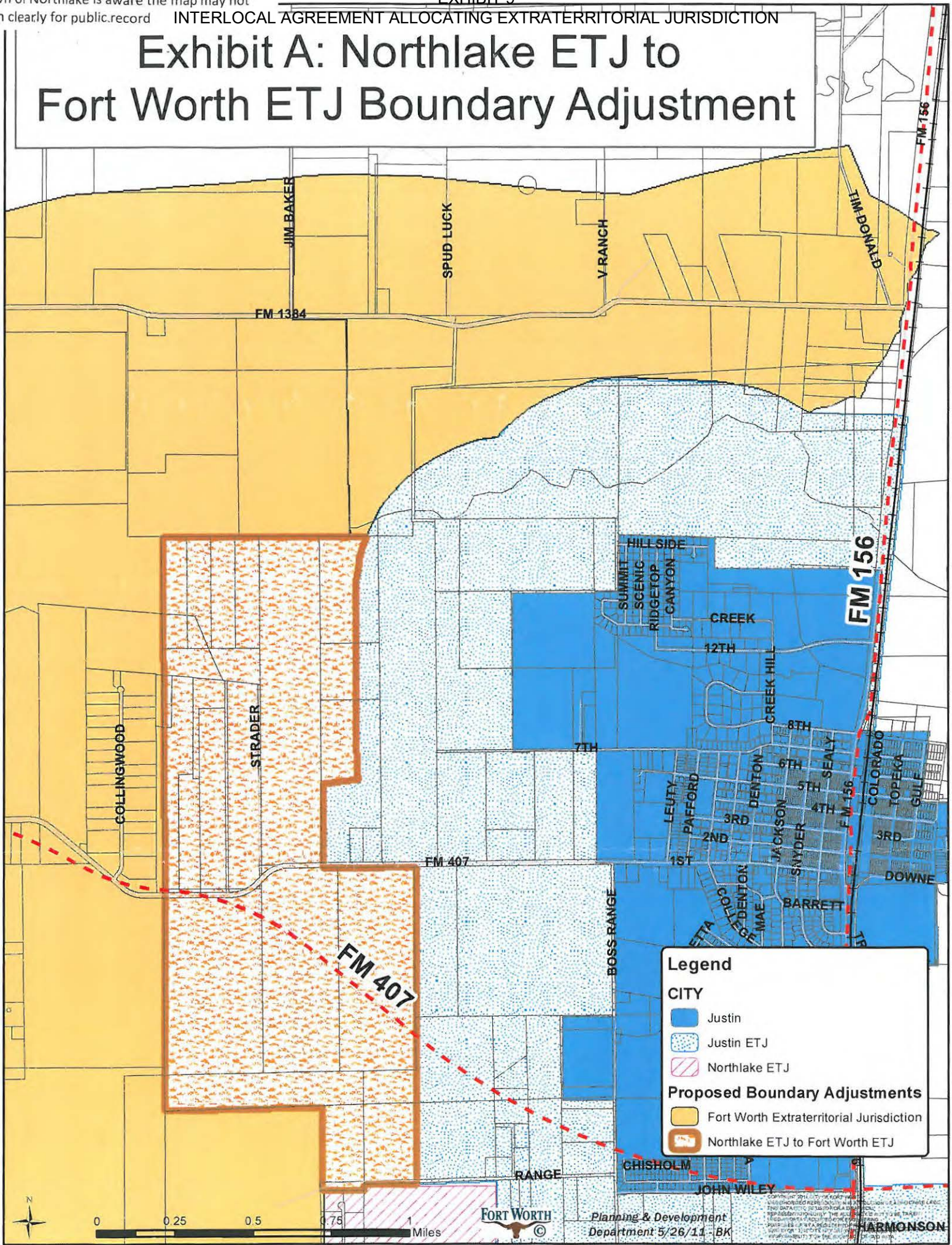


Exhibit B: Fort Worth ETJ to Northlake ETJ Boundary Adjustment

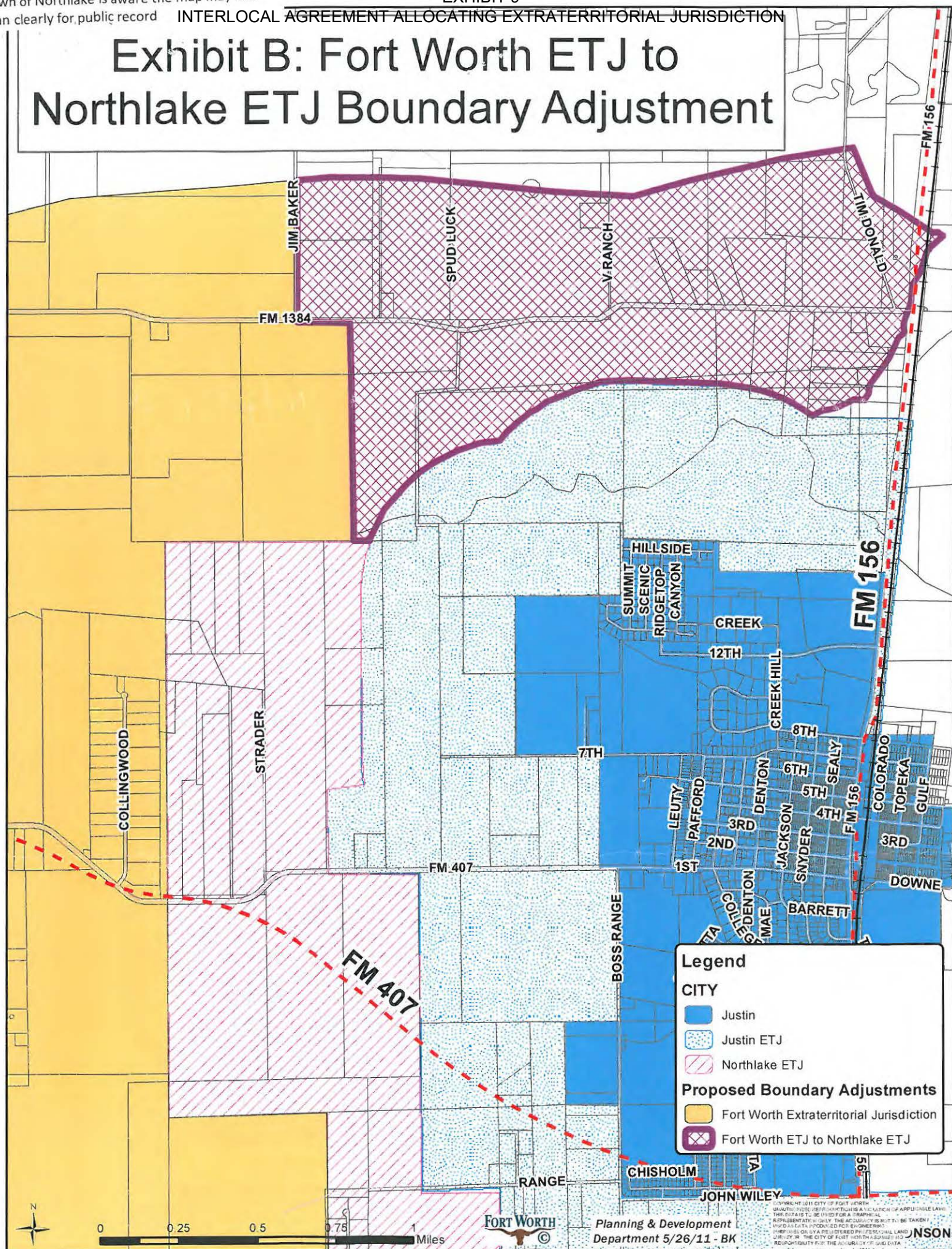


EXHIBIT 9
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION



70 2011 00091874

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2011-91874

Recorded On: September 29, 2011

As
Agreement

Parties: TOWN OF NORTHLAKE

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	35.00
Total Recording:	35.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2011-91874
Receipt Number: 832624
Recorded Date/Time: September 29, 2011 09:10:21A

User / Station: S Parr - Cash Station 3

TOWN OF NORTHLAKE
1400 FM 407
NORTHLAKE TX 76247



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

City of Fort Worth, Texas
Mayor and Council Communication

COUNCIL ACTION: Approved on 7/26/2011

DATE: Tuesday, July 26, 2011

REFERENCE NO.: PZ-2946

LOG NAME: 065030 NORTHLAKE AGREEMENT

SUBJECT:

Adopt Amendment to the Joint Resolution and Agreement City Secretary Contract No. 23202 with the Town of Northlake to Adjust the Extraterritorial Jurisdiction Boundaries (COUNCIL DISTRICT 2)

RECOMMENDATION:

It is recommended that the City Council adopt the amendment to Joint Resolution and Agreement No. 23202 with the Town of Northlake whereby the City of Fort Worth and Town of Northlake mutually agree on a realignment of their extraterritorial jurisdiction boundaries.

DISCUSSION:

In order to promote orderly growth and development, the City of Fort Worth and the Town of Northlake (Northlake) wish to realign their extraterritorial jurisdiction (ETJ) boundaries. Chapter 43, Section 43.021, of the Texas Local Government Code, authorizes adjacent municipalities to make mutually agreeable changes in their boundaries. Under the proposed Agreement, Fort Worth would relinquish approximately 919 acres within the ETJ of the City of Fort Worth to Northlake. In return, the Town of Northlake would relinquish approximately 853 acres of their existing ETJ to Fort Worth. The Agreement will benefit citizens of both cities and will facilitate orderly growth and the provision of services. The boundary adjustment will place the 2,598-acre Tradition planned development entirely within the ETJ of Fort Worth.

The 853 acres that Northlake will release from its ETJ to Fort Worth's ETJ is immediately adjacent to Fort Worth's existing ETJ and is likely to develop as single family residential in the future.

The subject ETJ is located north of COUNCIL DISTRICT 2.

FISCAL INFORMATION / CERTIFICATION:

The Financial Management Services Director certifies that this action will have no material effect on City funds.

FUND CENTERS:

TO Fund/Account/Centers

FROM Fund/Account/Centers

CERTIFICATIONS:

Submitted for City Manager's Office by:

Fernando Costa (6122)

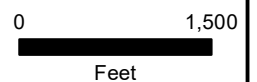
Originating Department Head:

Randle Harwood (6101)

Additional Information Contact:

Beth Knight (8190)

EXHIBIT 10



HALFF®

EXHIBIT 10
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION
PARCEL 7

Being a tract of land in the William Reed Survey, Abstract No. 1071, the John L. Higgins Survey, Abstract No. 584, the J. W. Gorbett Survey, Abstract No. 474, the William H. Gorbett Survey, Abstract No. 475, the William Reed Survey, Abstract No. 1071, the James D. Dallas Survey, Abstract No. 363, THE Heirs of John A. Walker Survey, Abstract NO. 1367, the J. J. Young Survey, Abstract No. 1445, the Ellen Young Survey, Abstract No. 1452, the D. C. Lentz Survey, Abstract No. 1644, the Nathaniel S. Hazleton Survey, Abstract No. 547, and the William W. Young Survey, Abstract No. 1444, Denton County, Texas, and being all of that tract of land depicted in Exhibit B of Joint Resolution and Interlocal Agreement, Resolution No. 4012-07-2011 as recorded in Document No. 2011-91874 in the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point on the south right-of-way of Farm to Market Road 1384;

THENCE South 89 degrees 43 minutes 02 seconds West, along said south right-of-way line, a distance of 849.03 feet, more or less to a point for corner at the intersection of said south right-of-way line and the prolongation of the east right-of-way line of Jim Baker Road;

THENCE North 00 degrees 08 minutes 20 seconds East, departing said south right-of-way line, a distance of 2,400.05 feet, more or less to a point for corner on said east right-of-way line;

THENCE North 86 degrees 58 minutes 53 seconds East, a distance of 2,119.38 feet, more or less to a point for corner;

THENCE South 84 degrees 04 minutes 31 seconds East, a distance of 3,655.82 feet, more or less to a point for corner;

THENCE North 78 degrees 49 minutes 26 seconds East, a distance of 3,893.88 feet, more or less to a point for corner;

THENCE South 20 degrees 47 minutes 49 seconds East, a distance of 517.52 feet, more or less to a point for corner;

THENCE South 65 degrees 37 minutes 08 seconds East, a distance of 1,242.29 feet, more or less to a point for corner;

THENCE South 44 degrees 59 minutes 07 seconds East, a distance of 410.41 feet, more or less to a point for corner;

THENCE South 77 degrees 47 minutes 36 seconds West, a distance of 366.10 feet, more or less to a point for corner;

THENCE South 30 degrees 53 minutes 38 seconds West, a distance of 256.05 feet, more or less to a point for corner in State Highway 156;

THENCE South 32 degrees 27 minutes 28 seconds West, a distance of 137.16 feet, more or less to a point for corner in State Highway 156;

THENCE South 32 degrees 43 minutes 19 seconds West, a distance of 175.08 feet, more or less to a point for corner in State Highway 156;

THENCE South 06 degrees 20 minutes 13 seconds West, a distance of 142.91 feet, more or less to a point for corner in State Highway 156;

THENCE South 25 degrees 00 minutes 20 seconds West, a distance of 87.07 feet, more or less to a point for corner in State Highway 156;

THENCE South 05 degrees 42 minutes 28 seconds West, a distance of 634.42 feet, more or less to a point for corner;

THENCE South 09 degrees 27 minutes 27 seconds West, a distance of 255.99 feet, more or less to a point for corner;

THENCE South 12 degrees 05 minutes 19 seconds East, a distance of 75.32 feet, more or less to a point for corner;

THENCE South 59 degrees 01 minute 24 seconds West, a distance of 30.66 feet, more or less to a point for corner;

THENCE South 36 degrees 27 minutes 19 seconds West, a distance of 150.43 feet, more or less to a point for corner;

THENCE South 27 degrees 12 minutes 15 seconds West, a distance of 207.02 feet, more or less to a point for corner;

THENCE South 29 degrees 50 minutes 47 seconds West, a distance of 327.51 feet, more or less to a point for corner;

THENCE South 41 degrees 37 minutes 08 seconds West, a distance of 316.66 feet, more or less to a point for corner;

THENCE South 12 degrees 31 minutes 21 seconds East, a distance of 97.00 feet, more or less to a point for corner;

THENCE South 41 degrees 42 minutes 54 seconds West, a distance of 260.75 feet, more or less to a point for corner;

THENCE South 82 degrees 10 minutes 51 seconds West, a distance of 270.67 feet, more or less to a point for corner;

THENCE South 76 degrees 19 minutes 19 seconds West, a distance of 200.22 feet, more or less to a point for corner;

THENCE South 68 degrees 11 minutes 18 seconds West, a distance of 339.80 feet, more or less to a point for corner;

THENCE South 84 degrees 05 minutes 27 seconds West, a distance of 153.29 feet, more or less to a point for corner;

THENCE South 69 degrees 59 minutes 36 seconds West, a distance of 115.83 feet to the point of curvature of a circular curve to the left, having a radius of 2,640.00 feet, whose chord bears North 71 degrees 48 minutes 16 seconds West, a distance of 1,535.19 feet, more or less;

THENCE Northwesterly, along said circular curve to the left, through a central angle of 33 degrees 48 minutes 23 seconds, an arc length of 1,557.69 feet, more or less to a point for corner;

THENCE North 88 degrees 42 minutes 28 seconds West, a distance of 1,559.59 feet to the point of curvature of a circular curve to the left, having a radius of 2,640.00 feet, whose chord bears North 64 degrees 58 minutes 12 seconds West, a distance of 2,341.27 feet, more or less;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 52 degrees 38 minutes 41 seconds, an arc length of 2,425.70 feet to the point of curvature of a circular curve to the left, not being compound to the preceding course, having a radius of 2,640.00 feet, whose chord bears South 53 degrees 30 minutes 13 seconds West, a distance of 2,728.53 feet, more or less;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 62 degrees 13 minutes 52 seconds, an arc length of 2,867.41 feet, more or less to a point for corner;

THENCE South 89 degrees 54 minutes 00 seconds West, a distance of 304.63 feet, more or less to a point for corner;

THENCE North 01 degree 55 minutes 59 seconds West, a distance of 3,638.95 feet to the POINT OF BEGINNING AND CONTAINING 40,581,238 square feet or 931.62 acres of land, more or less.

"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."

EXHIBIT 11

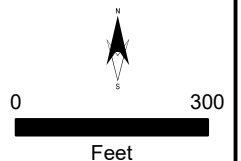
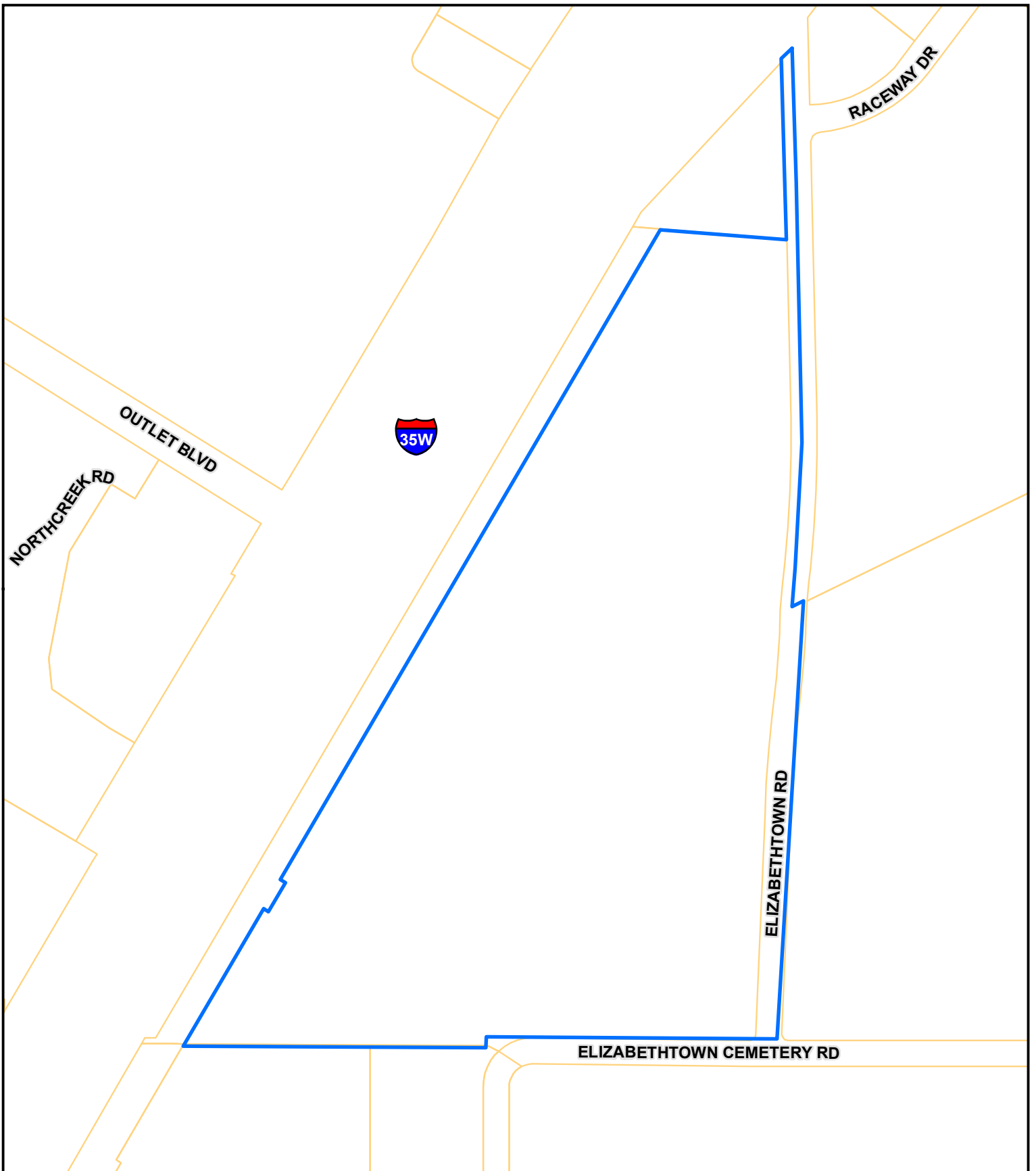


EXHIBIT 11
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION
PARCEL 8

Being a tract of land in the G. W. Shamblin Survey, Abstract No. 1191, Denton County, Texas, being a part of that called 38.85 acre tract of land described in Warranty Deed to Puskoor M. Kumar as recorded in Document No. 2014-37967 as recorded in the Official Records of Denton County, Texas, being a part of Elizabethtown Cemetery Road (variable width right-of-way), and being more particularly described as follows:

BEGINNING at the intersection of the east right-of-way line of Elizabethtown Cemetery Road and the north right-of-way line of Elizabethtown Cemetery Road, being North 46 degrees 53 minutes 53 seconds East, a distance of 36.36 feet more or less from the southeast corner of said called 38.85 acre tract of land, and being in the south line of said Shamblin Survey;

THENCE North 89 degrees 39 minutes 46 seconds West, along said north right-of-way line, a distance of 672.10 feet more or less to a point for corner at the intersection of said north right-of-way line and the west right-of-way line of said Elizabethtown Cemetery Road;

THENCE South 02 degrees 10 minutes 14 seconds West, along said west right-of-way line, a distance of 25.01 feet more or less, to a point for corner on the south line of said Shamblin Survey;

THENCE North 89 degrees 39 minutes 46 seconds West, along said south line, a distance of 699.35 feet more or less, to a point for corner on the east right-of-way line of Interstate Highway 35W (variable width right-of-way);

THENCE North 30 degrees 18 minutes 02 seconds East, along said east right-of-way line, a distance of 367.63 feet, more or less to a point for corner;

THENCE South 59 degrees 41 minutes 58 seconds East, along said east right-of-way line, a distance of 13.33 feet, more or less to a point for corner;

THENCE North 30 degrees 18 minutes 02 seconds East, continuing along said east right-of-way line, a distance of 77.66 feet, more or less to a point for corner;

THENCE North 59 degrees 41 minutes 58 seconds West, continuing along said east right-of-way line, a distance of 13.33 feet, more or less to a point for corner;

THENCE North 30 degrees 18 minutes 02 seconds East, continuing along said east right-of-way line, a distance of 1,740.42 feet more or less, to the south line of that called 1.717 acre tract of land described in Town of Northlake Ordinance No. 98-0813 A, as recorded in Document No. 99-R0005147 in the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE South 85 degrees 37 minutes 56 seconds East, departing said east right-of-way line, a distance of 292.19 feet more or less to the southeast corner of said called 1.717 acre tract of land, and being on the called west right-of-way line of Elizabethtown Cemetery Road;

THENCE North 01 degree 32 minutes 56 seconds West, along the east line of said called 1.717 acre tract of land, a distance of 418.89 feet, more or less to the northeast corner of said called 1.717 acre tract of land;

THENCE North 46 degrees 43 minutes 38 seconds East, departing said east line, a distance of 34.03 feet more or less to a point for corner on the west line of that called 55.6133 acre tract of land described in City of Northlake Ordinance No. 97-0703 A, as recorded in Document No. 97-R0065302 D.R.D.C.T., and being in Elizabethtown Cemetery Road;

THENCE South 01 degree 44 minutes 42 seconds East, along said west line, a distance of 308.76 feet more or less, to a point for corner;

THENCE South 01 degree 17 minutes 46 seconds East, continuing along said west line, a distance of 603.55 feet more or less, to a point for corner;

THENCE South 03 degrees 10 minutes 03 seconds West, continuing along said west line, a distance of 288.56 feet more or less, to a point for corner;

THENCE South 04 degrees 23 minutes 27 seconds West, continuing along said west line, a distance of 90.85 feet more or less, to the southwest corner of said called 55.613 acre tract of land;

THENCE South 03 degrees 27 minutes 30 seconds West, along said Elizabethtown Cemetery Road, a distance of 1,026.03 feet more or less, to the POINT OF BEGINNING AND CONTAINING 1,618,784 square feet or 37.16 acres of land, more or less.

“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.”

EXHIBIT 12

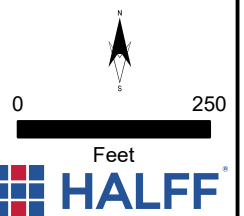
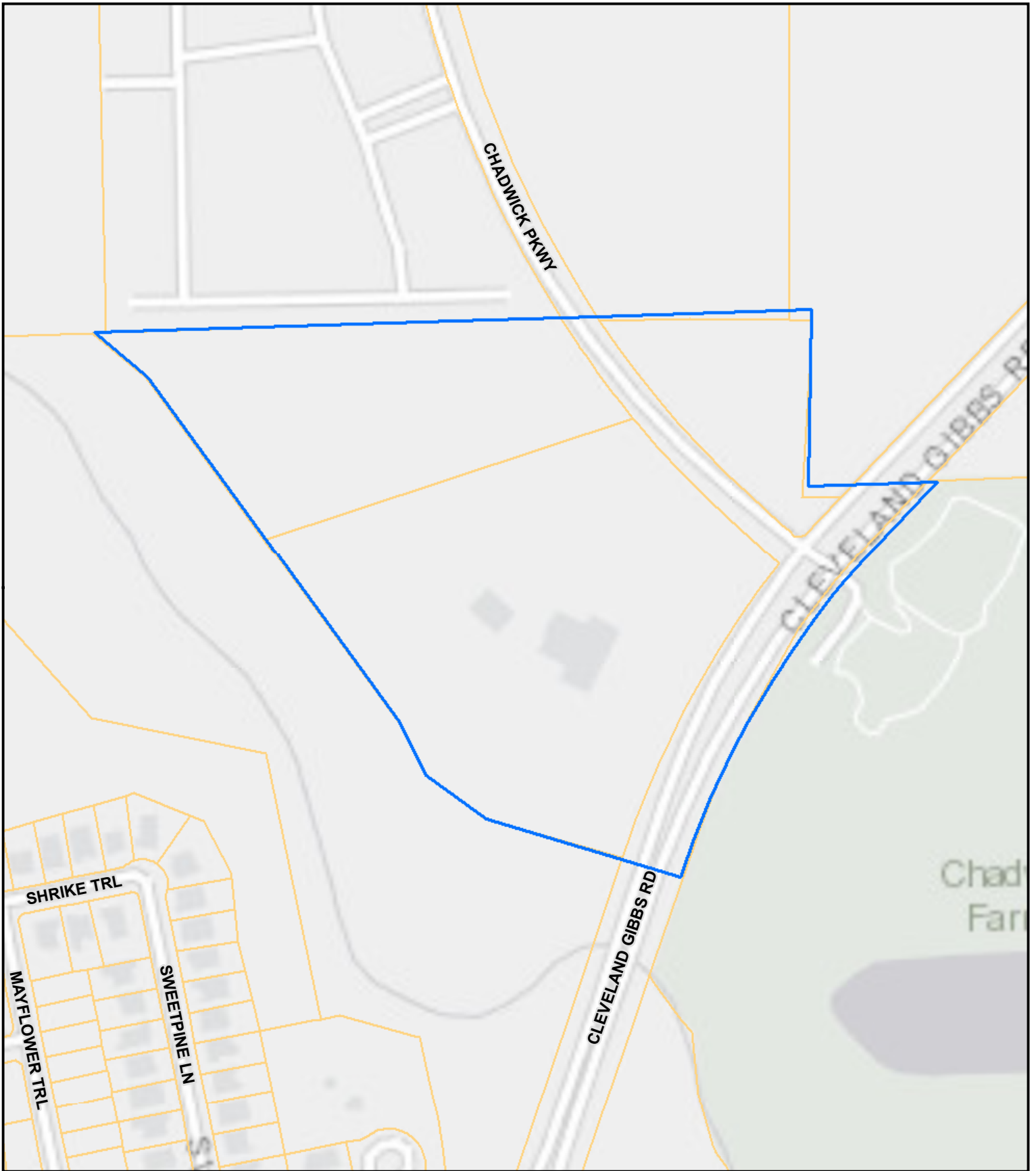


EXHIBIT 12
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION
PARCEL 9

Being a tract of land in the Lewis Medlin Survey Abstract No. 830, Denton County, Texas, being all of Lot 1X, Block 26, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas, as recorded in Document No. 2009-218 as recorded in the Plat Records of Denton County, Texas (P.R.D.C.T.), all of the right-of-way dedication for Chadwick Parkway as shown on said Document No. 2009-218, being all of Lot 1, Block 25 of Lot 1X, Block 24 and Lot 1, Block 25, Chadwick Farms Addition as recorded in Document No. 2010-2 P.R.D.C.T., a part of Cleveland-Gibbs Road Right-of-Way, an addition to the City of Fort Worth, Denton County, Texas as recorded in Document No. 2009-30 P.R.D.C.T. (120 foot wide right-of-Way), and being more particularly described as follows:

BEGINNING at a common ell corner of said Lot 1X, Block 26 and an ell corner of that called 107.621 acre tract of land described in Town of Northlake Ordinance No. 01-0614 A as recorded in Document No. 2001-R0115089 in the Deed Records of Denton County, Texas;

THENCE North 88 degrees 11 minutes 04 seconds East, along a south line of said called 107.621 acre tract of land, passing the most easterly northeast corner of said Lot 1X, Block 26, and the northwest right-of-way of said Cleveland Gibbs Road at a distance of 75.55 feet more or less, and continuing for a total distance of 246.66 feet, more or less to a point for corner on the southeast right-of-way of said Cleveland Gibbs Road;

THENCE South 43 degrees 39 minutes 09 seconds West, departing said south line and along said southeast right-of-way line a distance of 138.68 feet more or less, to the point of curvature of a circular curve to the left, having a radius of 1,740.00 feet, whose chord bears South 31 degrees 13 minutes 15 seconds West, a distance of 749.15 feet more or less;

THENCE Southwesterly, along said southeast right-of-way line and along said circular curve to the left, through a central angle of 24 degrees 51 minutes 47 seconds, an arc length of 755.06 feet more or less to a point for corner;

THENCE South 18 degrees 47 minutes 22 seconds West, continuing along said southeast right-of-way line, a distance of 16.35 feet, more or less to a point for corner;

THENCE North 74 degrees 04 minutes 18 seconds West, departing said southeast right-of-way line, passing the southeast corner of said Lot 1, Block 25 and the northwest right-of-way line of said Cleveland-Gibbs Road at a distance of 120.15 feet, more or less and continuing a total distance of 392.64 feet more or less, to a point for corner;

THENCE North 53 degrees 41 minutes 04 seconds West, along the westerly line of said Lot 1, Block 25, a distance of 144.99 feet more or less, to a point for corner;

THENCE North 26 degrees 38 minutes 12 seconds West, continuing along said westerly line, a distance of 113.17 feet more or less, to a point for corner;

THENCE North 36 degrees 13 minutes 10 seconds West, continuing along said westerly line, a distance of 406.87 feet more or less, to a point for corner;

THENCE North 35 degrees 56 minutes 11 seconds West, continuing along said westerly line, a distance of 417.06 feet more or less, to a point for corner;

THENCE North 50 degrees 16 minutes 30 seconds West, continuing along said westerly line, a distance of 132.11 feet more or less, to a point for corner on the northwest corner of said Lot 1, Block 25 and being on the south line of said called 107.621 acre tract of land;

THENCE North 88 degrees 10 minutes 47 seconds East, departing said westerly line and along the southerly line of said called 107.621 acre tract of land, a distance of 1,379.62 feet more or less, to a point for a common ell corner of said called 107.621 acre tract of land and the northeast corner of Lot 1X, Block 26;

THENCE South 00 degrees 42 minutes 43 seconds West, continuing along said southerly line, a distance of 340.33 feet more or less, to the POINT OF BEGINNING AND CONTAINING 978,159 square feet or 22.46 acres of land, more or less.

“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.”

EXHIBIT 13

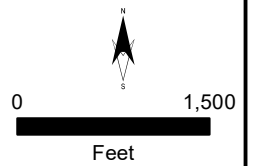
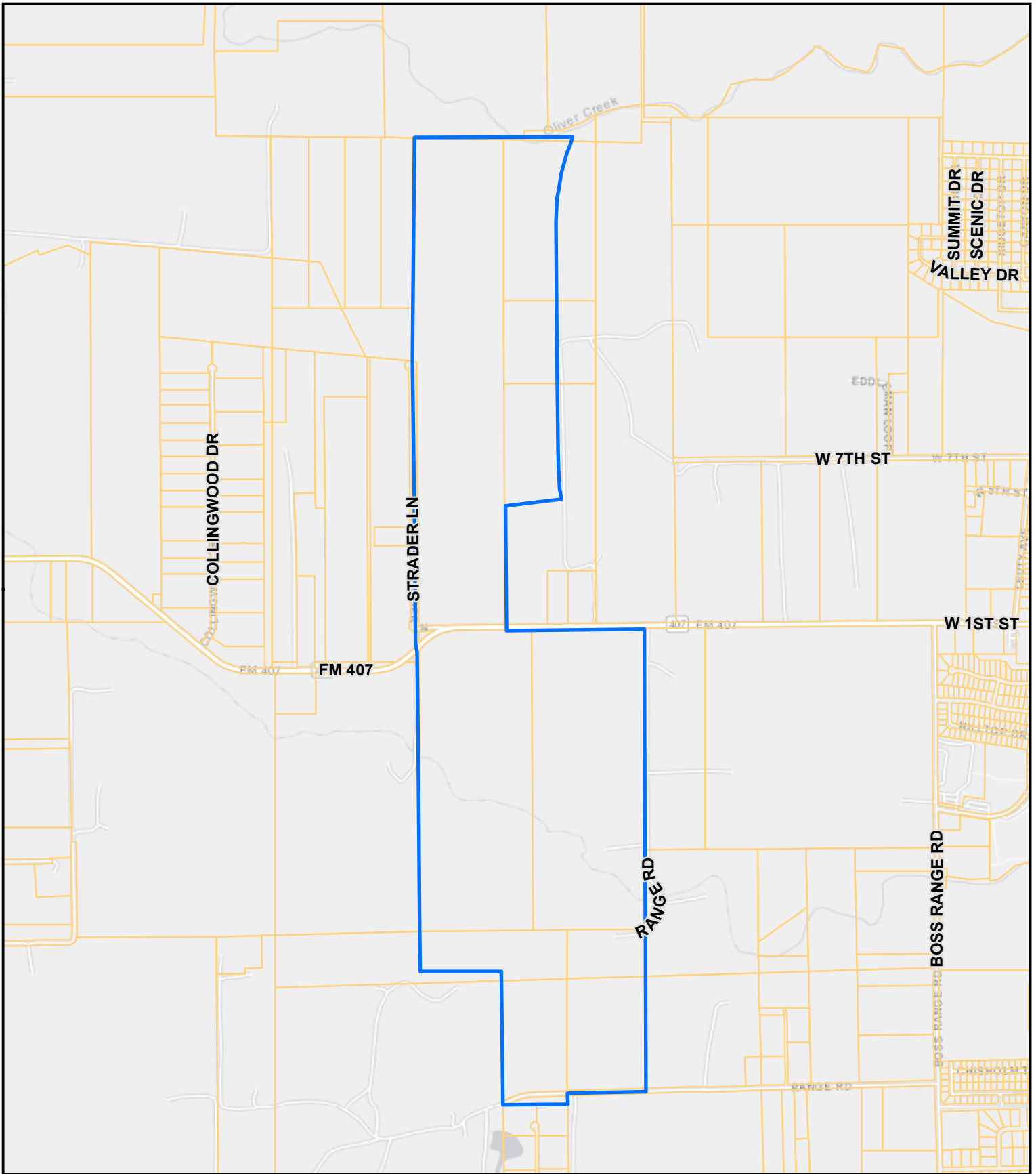


EXHIBIT 13
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION
PARCEL 10

Being a tract of land in the M. Garnett Survey, Abstract No. 439, the W. Ferris Survey, Abstract No. 419, and the M. Polk Survey, Abstract No. 993, Denton County, Texas, being a part of that called 217.008 acre tract of land described in Warranty Deed to Olen Range in Volume 870, Page 29, in the Deed Records of Denton County, Texas (D.R.D.C.T.), being all of that called 206.497 acre tract of land described in Trustee's Deed to CNR Tally/Trail Creek Acres as recorded in Document No. 2009-136383 in the Official Records of Denton County, Texas (O.R.D.C.T.), being all of that called 0.4136 acre tract of land described as Tract 1 in Warranty Deed with Vendor's Lien to Tom Strader and Jan Strader as recorded in Volume 3347, Page 942 D.R.D.C.T., being part of that called 241.210 acre tract of land described in Special Warranty Deed to Justin Timberbrook, LLC as recorded in Document No. (2017) 5803 O.R.D.C.T., being part of that called 411.268 acre tract of land described in Special Warranty Deed to Justin Timberbrook, LLC as recorded in Document No. 2016-55837 O.R.D.C.T., being the remains of that called 215.041 acre tract of land described in Warranty Deed to Mary L. Range Bradley as recorded in Volume 670, Page 27 D.R.D.C.T., a part of Farm to Market Road 407 (F.M. 407) (an apparent 90 foot wide right-of-way), a part of Range Road, and being more particularly described as follows:

BEGINNING at the northeast corner of said called 206.497 acre tract of land and being on the south right-of-way line of said F.M. 407;

THENCE South 00 degrees 08 minutes 21 seconds East, passing the southeast corner of said called 206.497 acre tract of land and an ell corner of said called 217.008 acre tract of land at a distance of 3454.42 feet more or less, and continuing a total distance of 5,339.06 feet more or less, to a point for corner on the south side of Range Road;

THENCE South 88 degrees 45 minutes 28 seconds West, along the south side of Range Road, a distance of 899.40 feet more or less, to a point for corner on the common west line of said called 217.008 acre tract of land and the east line of the remains of said called 215.041 acre tract of land;

THENCE South 00 degrees 15 minutes 32 seconds East, departing said Range Road and along said common line, a distance of 128.90 feet more or less, to the northeast corner of Lot 20 of Foxbane Estates, an addition to Denton County, Texas as recorded in Volume H, Page 24 of the Plat Records of Denton County, Texas;

THENCE South 89 degrees 44 minutes 44 seconds West, a distance of 749.62 feet more or less, to a point for the northwest corner of Lot 19 of said Foxbane Estates;

THENCE North 00 degrees 35 minutes 55 seconds West, a distance of 1,537.98 feet more or less, to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 934.16 feet more or less, to a point for corner;

THENCE North 00 degrees 33 minutes 54 seconds West, passing the southwest corner of said called 206.497 acre tract of land at a distance of 461.06 feet more or less and continuing for a total distance of 3,675.84 feet more or less, to the northwest corner of said called 206.497 acre tract of land, and being in the south right-of-way line of said F.M. 407;

THENCE North 09 degrees 06 minutes 24 seconds West, a distance of 111.56 feet more or less, to southwest corner of said called 0.4136 acre tract of land and being on the north right-of-way line of said F.M. 407;

THENCE North 00 degrees 34 minutes 11 seconds West, passing the common northwest corner of said called 0.4136 acre tract of land and the southwest corner of said called 241.210 acre tract of land at a distance of 183.32 feet, more or less and continuing for a total distance of 3,260.14 feet more or less, to an ell corner of said called 241.210 acre tract of land;

THENCE North 00 degrees 24 minutes 47 seconds East, a distance of 2,571.12 feet more or less, to a point of intersection in the north line of said called 241.210 acre tract of land;

THENCE North 89 degrees 54 minutes 00 seconds East, passing the common east line of said called 241.210 acre tract of land and the west line of said called 411.268 acre tract of land at a distance of 1,016.21 feet more or less and continuing for a total distance of 1,828.78 feet to a point on a circular curve to the left, not being tangent to the preceding course, having a radius of 2,640.00 feet, whose chord bears South 10 degrees 41 minutes 50 seconds West, a distance of 1,069.89 feet more or less;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 23 degrees 22 minutes 54 seconds, an arc length of 1,077.35 feet more or less, to a point for corner;

THENCE South 00 degrees 34 minutes 22 seconds East, a distance of 2,669.69 feet to the point of curvature of a circular curve to the left, not being tangent to the preceding course, having a radius of 2,640.00 feet, whose chord bears South 04 degrees 54 minutes 00 seconds East, a distance of 451.20 feet more or less;

THENCE Southeasterly, along said circular curve to the left, through a central angle of 09 degrees 48 minutes 16 seconds, an arc length of 451.75 feet more or less, to a point for corner;

THENCE South 82 degrees 59 minutes 00 seconds West, a distance of 652.25 feet more or less, to a point for corner on the common east line of said called 241.210 acre tract of land and the west line of said called 411.268 acre tract of land;

THENCE South 00 degrees 25 minutes 43 seconds East, passing the common southeast corner of said called 241.210 acre tract of land, the southwest corner of said called 411.268 acre tract of land and the north right-of-way line of said F.M. 407 at a distance of 1,344.23 feet, more or less and continuing for a total distance of 1,434.29 feet more or less, to a point for corner on the common north line of said called 206.497 acre tract of land and the south right-of-way line of F.M. 407;

THENCE North 89 degrees 20 minutes 40 seconds East, along said south right-of-way line, a distance of 845.35 feet more or less, to a point for corner;

THENCE North 89 degrees 25 minutes 37 seconds East, continuing along said south right-of-way line, a distance of 749.02 feet to the POINT OF BEGINNING AND CONTAINING 21,271,229 square feet or 488.32 acres of land, more or less.

“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.”

EXHIBIT 14

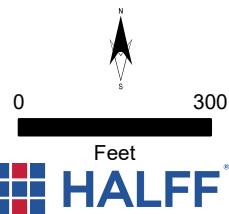
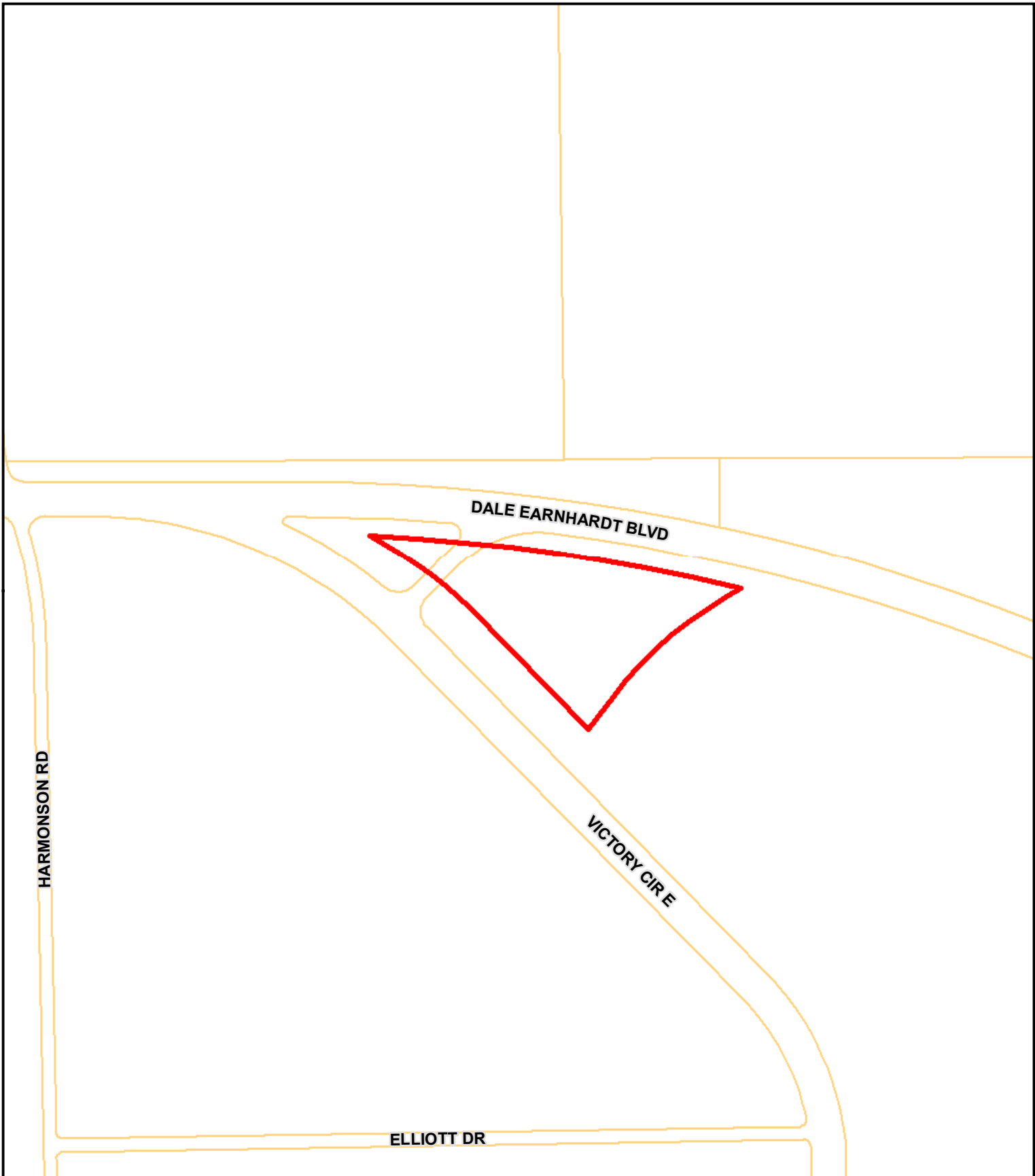


EXHIBIT 14
INTERLOCAL AGREEMENT ALLOCATING EXTRETERRITORIAL JURISDICTION
PARCEL 11

Being a tract of land in the H. W. Cocke Survey, Abstract No. 310, Denton County, Texas, being a part of that called 950 acre tract of land described in Warranty Deed to FW Sports Authority, Inc., as recorded in Document No. 96-R0088963 Official Records of Denton County, Texas (O.R.D.C.T.) and being part of the Final Plat of Texas Motor Speedway, as recorded in Cabinet V, Page 493 Plat Records of Denton County, being more particularly described as follows:

COMMENCING at a point for corner at the intersection of the south right of way line of Dale Earnhardt Way, as described in Dedication Deed to the City of Fort Worth, as recorded in Document No. 2001-R0060337 O.R.D.C.T, and the west right of way line of Interstate Highway 35W, same being the most northerly northeast corner of said Texas Motor Speedway plat;

THENCE North 55 degrees 46 minutes 21 seconds West, along the common line between said plat and said south right of way line, a distance of 330.55 feet more or less, to the point of curvature of a circular curve to the left, having a radius of 4,533.10 feet, whose chord bears north 68 degrees 09 minutes 05 seconds, a distance of 1,303.73 feet more or less;

THENCE Northwesterly, along said common line and along said circular curve through a central angle of 16 degrees 32 minutes 09 seconds, an arc length of 1,308.27 feet more or less, for the POINT OF BEGINNING, said point being the point of curvature of a circular curve to the left, not being tangent to the preceding course, having a radius of 900.00 feet, whose chord bears South 49 degrees 46 minutes 28 seconds West, a distance of 385.81 feet more or less, said point also being on the northerly line of Parcel 5 as described in Joint Resolution and Agreement between City of Fort Worth and Northlake in adopted Resolution No. 2341;

THENCE Southwesterly, departing said common line and along said northerly line and along the arc of said circular curve through a central angle of 24 degrees 45 minutes 13 seconds, an arc length of 388.83 feet more or less, to a point for corner;

THENCE South 37 degrees 23 minutes 52 seconds West, continuing along said northerly line, a distance of 93.60 feet more or less, to a point for corner;

THENCE North 44 degrees 13 minutes 41 seconds West, continuing along said northerly line, a distance of 350.92 feet more or less, for the point of a circular curve to the left, having a radius of 1,060.00 feet, whose chord bears North 52 degrees 57 minutes 31 seconds West, a distance of 321.84 feet more or less;

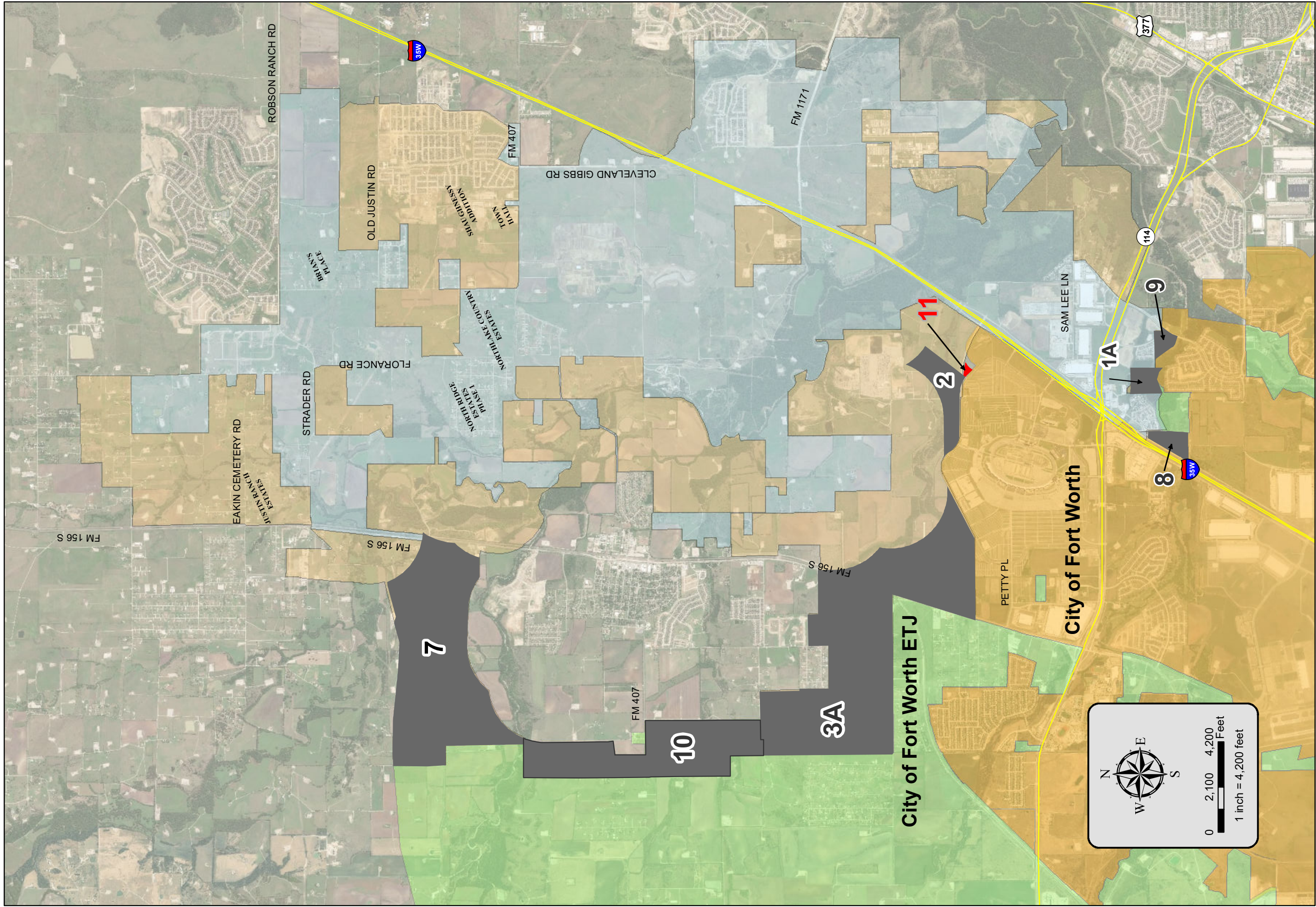
THENCE Northwesterly, continuing along said northerly line, passing the intersection point of said Parcel 5 and Parcel 2 of said City of Fort Worth and Northlake Resolution

No. 2341 at a length of 111.93 feet more or less, and continuing along the southerly line of said Parcel 2, along the arc of said circular curve through a central angle of 17 degrees 27 minutes 49 seconds, an arc length of 323.09 feet more or less, to the point of a circular curve to the right, having a radius of 4,533.10 feet, whose chord bears South 81 degrees 52 minutes 24 seconds East, a distance of 861.73 feet more or less;

THENCE Southeasterly, departing said southerly line and along said circular curve through a central angle of 10 degrees 54 minutes 30 seconds, an arc length of 863.04 feet more or less, to the POINT OF BEGINNING and Containing 150,719 square feet or 3.46 acres of land, more or less.

“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.”

EXHIBIT 15



Town of Northlake Incorporated Area

Town of Northlake Extraterritorial Jurisdiction

City of Fort Worth

City of Fort Worth ETJ

EXHIBIT 15

ETJ Transfer Areas

Parcels allocated to Northlake

Parcels allocated to Fort Worth

City of Fort Worth

City of Fort Worth ETJ

Date: 3/20/2020

EXHIBIT 16

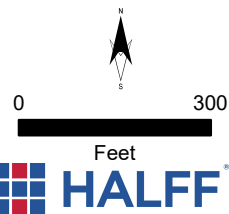
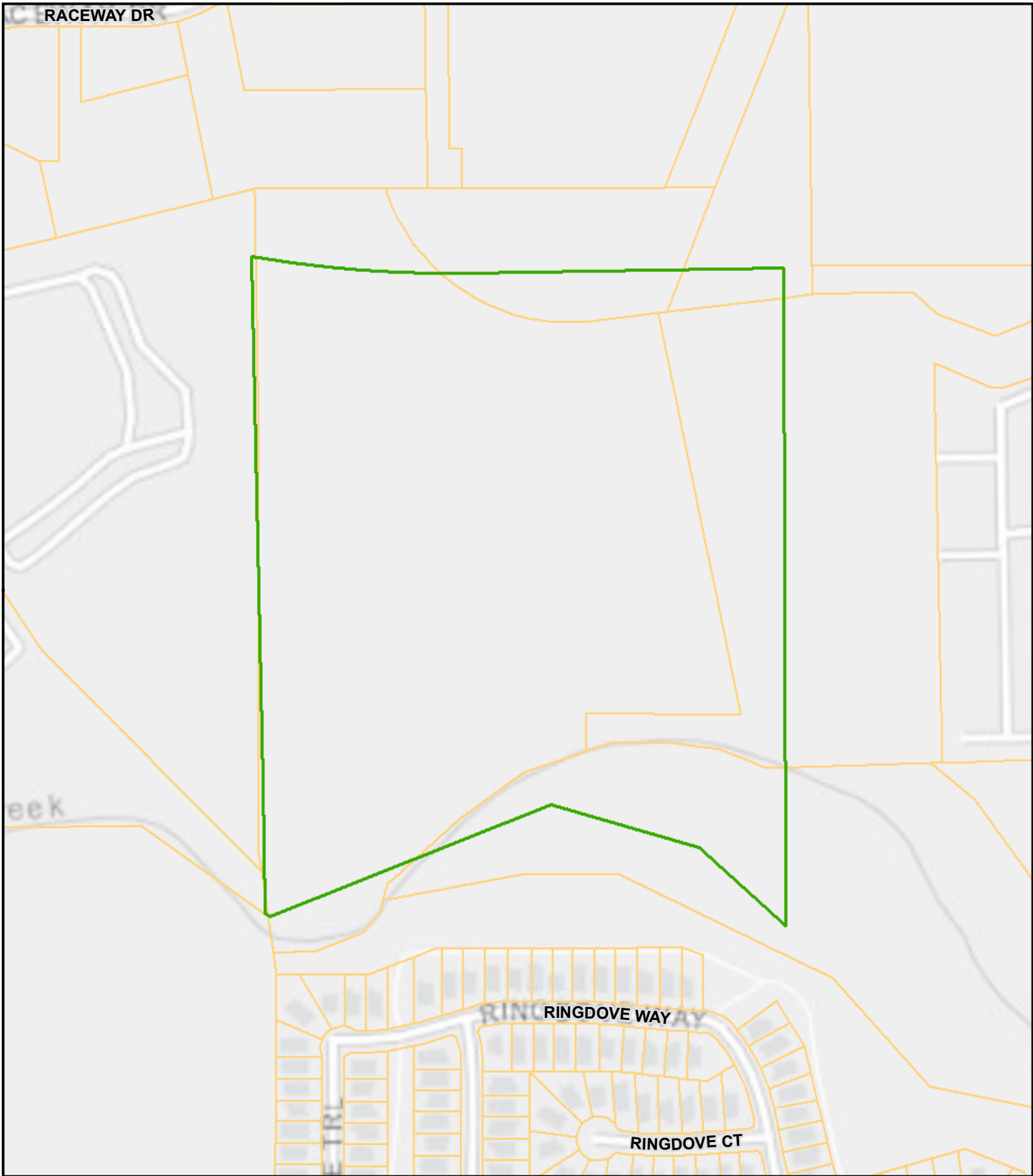


EXHIBIT 16
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION
PARCEL 1A

Being a tract of land in the Lewis Medlin Survey, Abstract No. 830 in Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of that called 55.6133 acre tract of land described in City of Northlake Ordinance No. 97-0703A, as recorded in Document No. 97-R0065302 in the Deed Records of Denton County, Texas (D.R.D.C.T.), and being on the south line of that called 36.516 acre tract of land described in City of Northlake Ordinance No. 961114, as recorded in Document No. 97-R0019466 D.R.D.C.T.;

THENCE North 89 degrees 52 minutes 40 seconds East, a distance of 302.36 feet, more or less to the intersection of said south line and the west line of that called 107.621 acre tract of land described in Town of Northlake Ordinance No. 01-0614A, as recorded in Document No. 2001-R0115089 D.R.D.C.T., and being the point of curvature of a circular curve to the left, not being tangent to the preceding course, having a radius of 448.07 feet, whose chord bears South 57 degrees 48 minutes 31 seconds East, a distance of 567.79 feet;

THENCE Southeasterly, along the west line of said called 107.621 acre tract of land and along said circular curve to the left, through a central angle of 78 degrees 37 minutes 54 seconds, an arc length of 614.92 feet, more or less to a point for corner;

THENCE North 82 degrees 52 minutes 32 seconds East, continuing along said west line, a distance of 156.72 feet, more or less to a point for corner;

THENCE South 11 degrees 25 minutes 58 seconds East, continuing along said west line, a distance of 1,048.53 feet, more or less to a point for corner;

THENCE South 68 degrees 16 minutes 19 seconds East, continuing along said west line, a distance of 44.86 feet, more or less to a point for corner;

THENCE North 88 degrees 10 minutes 49 seconds East, departing said west line and along the south line of said called 107.621 acre tract of land, a distance of 41.09 feet, more or less to a point for the intersection of the south line of said called 107.621 acre tract of land and the east line of that called 99.05 acre tract of land described as Parcel 1 released to Northlake in Joint Resolution and Agreement, Fort Worth Adopted Resolution No. 2341;

THENCE South 00 degrees 08 minutes 38 seconds East, departing said south line and along the east line of said called 99.05 acre tract of land, a distance of 366.08 feet, more or less to a point for the southeast corner of said called 99.05 acre tract of land;

THENCE North 47 degrees 51 minutes 38 seconds West, departing said east line and along the south line of said called 99.05 acre tract of land, a distance of 267.30 feet, more or less to a point for corner;

THENCE North 73 degrees 46 minutes 58 seconds West, continuing along said south line, a distance of 355.80 feet, more or less to a point for corner;

THENCE South 69 degrees 37 minutes 43 seconds West, continuing along said south line, a distance of 699.95 feet, more or less to a point for the southeast corner of said called 55.6133 acre tract of land;

THENCE North 01 degrees 10 minutes 14 seconds West, departing said south line and along the east line of said called 55.6133 acre tract of land, a distance of 1,656.81 feet to the POINT OF BEGINNING AND CONTAINING 32.57 acres, more or less.

“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.”

EXHIBIT 17

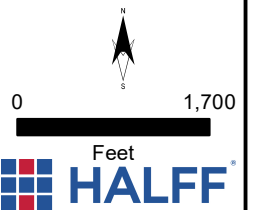
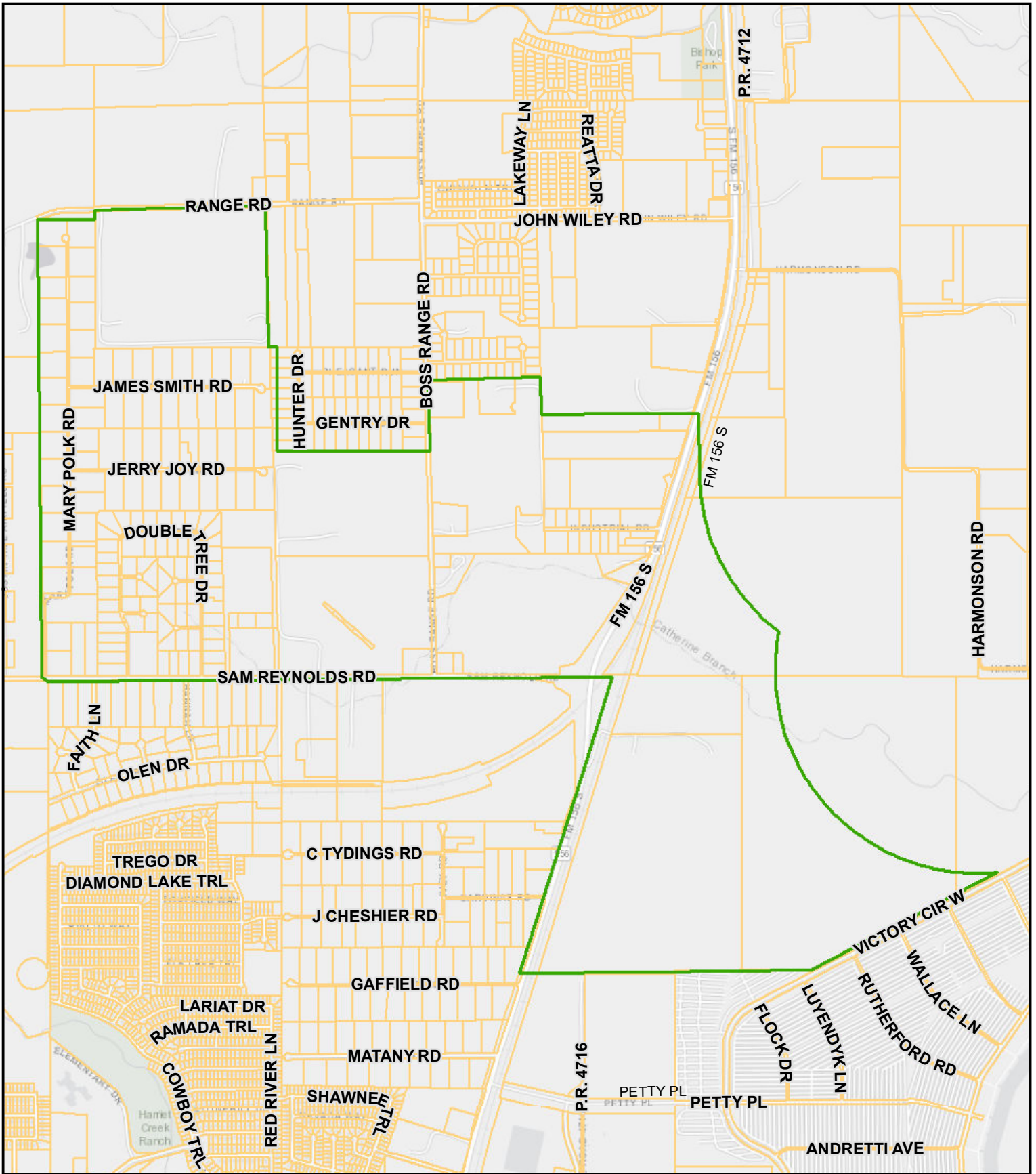


EXHIBIT 17
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL JURISDICTION
PARCEL 3A

Being a part of the M. Polk Survey, Abstract No. 993, being a part of the William Gaffield Survey, Abstract No. 448, being a part of the Guadalupe Cardinas Survey, Abstract No. 215, being a part of that called 2049 acre tract of land described as Parcel 3 released to Northlake in Joint Resolution and Agreement, Fort Worth Adopted Resolution No. 2341, being all of Foxbane Estates, an addition to Denton County, Texas as recorded in Volume H, Page 24 of the Plat Records of Denton County, Texas, being a part of that called 217.008 acre tract of land described in Warranty Deed to Olen Range in Volume 870, Page 29, in the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of Lot 19 of said Foxbane Estates;

THENCE North 89 degrees 44 minutes 44 seconds East, a distance of 749.62 feet, more or less to the northeast corner of Lot 20 of said Foxbane Estates and being on the west line of said called 217.008 acre tract of land;

THENCE North 00 degrees 15 minutes 32 seconds West, along said west line, a distance of 128.90 feet, more or less to a point for corner;

THENCE North 88 degrees 45 minutes 28 seconds East, departing said west line, a distance of 2,233.17 feet, more or less to a point for an ell corner on the easterly line of said called 2049 acre tract of land;

THENCE South 01 degree 20 minutes 04 seconds East, along said easterly line, a distance of 1,840.00 feet, more or less to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, continuing along said easterly line, a distance of 100.00 feet, more or less to a point for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, continuing along said easterly line, a distance of 1,357.00 feet, more or less to a point for corner;

THENCE North 90 degrees 00 minutes 00 seconds East, continuing along said easterly line, a distance of 2,000.00 feet, more or less to a point for corner;

THENCE North 01 degree 45 minutes 42 seconds West, continuing along said easterly line, a distance of 933.00 feet, more or less to a point for corner;

THENCE North 88 degrees 41 minutes 58 seconds East, continuing along said easterly line, a distance of 1,470.00 feet, more or less to a point for corner;

THENCE South 01 degree 44 minutes 23 seconds East, continuing along said easterly line, a distance of 490.00 feet, more or less to a point for corner;

THENCE North 89 degrees 27 minutes 41 seconds East, continuing along said easterly line, a distance of 1,120.00 feet, more or less to a point for corner;

THENCE North 89 degrees 27 minutes 41 seconds East, continuing along said easterly line, a distance of 932.65 feet, more or less to a point for corner;

THENCE South 01 degree 00 minutes 00 seconds East, continuing along said easterly line, a distance of 814.75 feet to the point of curvature of a circular curve to the left, having a radius of 2,640.00 feet, whose chord bears South 26 degrees 50 minutes 12 seconds East, a distance of 2,301.06 feet, more or less;

THENCE Southeasterly, continuing along said easterly line and along circular curve to the left, through a central angle of 51 degrees 40 minutes 24 seconds, an arc length of 2,380.93 feet, more or less to the point of curvature of a circular curve to the left, not being compound to the preceding course, having a radius of 2,640.00 feet, whose chord bears South 42 degrees 14 minutes 13 seconds East, a distance of 4,238.48 feet;

THENCE Southeasterly, continuing along said easterly line, along said circular curve to the left, through a central angle of 106 degrees 47 minutes 08 seconds, an arc length of 4,920.33 feet, more or less to a point for the intersection of said called 2049 acre tract of land and the west corner of that called 2.85 acre tract of land described as Parcel 4 in said Joint Resolution and Agreement, Fort Worth Adopted Resolution No. 2341 ;

THENCE South 62 degrees 20 minutes 22 seconds West, departing said easterly line and along the southerly line of said called 2049 acre tract of land, a distance of 2,748.31 feet, more or less to a point for corner;

THENCE South 89 degrees 17 minutes 45 seconds West, continuing along said southerly line, a distance of 2,111.00 feet, more or less to a point for corner;

THENCE South 89 degrees 17 minutes 45 seconds West, continuing along said southerly line, a distance of 1,693.00 feet, more or less to the most southerly southwest corner of said called 2049 acre tract of land;

THENCE North 17 degrees 30 minutes 00 seconds East, departing said southerly line and along the westerly line of said called 2049 acre tract of land, a distance of 2,800.00 feet, more or less to a point for corner;

THENCE North 72 degrees 30 minutes 00 seconds West, along said westerly line, a distance of 5.00 feet, more or less to a point for corner;

THENCE North 17 degrees 30 minutes 00 seconds East, continuing along said westerly line, a distance of 1,252.00 feet, more or less to a point for corner;

THENCE South 89 degrees 37 minutes 30 seconds West, continuing along said westerly line, a distance of 7,378.00 feet, more or less to a point for corner;

THENCE North 67 degrees 32 minutes 56 seconds West, continuing along said westerly line, a distance of 76.01 feet, more or less to a point for corner;

THENCE North 00 degrees 35 minutes 55 seconds West, continuing along said westerly line, a distance of 6,002.57 feet to the POINT OF BEGINNING AND CONTAINING 52,968,107 square feet or 1,215.98 acres of land, more or less.

“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.”

EXHIBIT 18

EXHIBIT 18
INTERLOCAL AGREEMENT ALLOCATING EXTRATERRITORIAL
JURISDICTION FORM OF JOINT RESOLUTION

JOINT RESOLUTION ALLOCATING AND
TRANSFERRING ETJ BETWEEN FORT WORTH
AND NORTHLAKE

Whereas, the City of Fort Worth (“Fort Worth”) is a home rule municipality organized under the constitution and laws of the State of Texas; and

Whereas, the Town of Northlake (“Northlake”) is a general law municipality organized under the laws of the State of Texas; and

Whereas, Fort Worth and Northlake entered into that certain interlocal agreement providing for the allocation and transfer of extraterritorial jurisdiction, encompassing 11 parcels, as depicted on exhibit 1, attached hereto and made a part hereof by reference, from and to one another in Arpil, 2020; and

Whereas, such interlocal agreement provided for the exchange of extraterritorial jurisdiction (“ETJ”) between Fort Worth and Northlake following Northlake’s passage of an ordinance declaring the number of inhabitants within the Town to be more than 5,000 persons; and

Whereas, Northlake adopted [ordinance or resolution] No. __ on _____, 2020, declaring the number of inhabitants within the Town to be more than 5,000 persons, and thereby extending its ETJ a distance of one mile from its corporate limits pursuant to Tex. Loc. Gov’t Code section 42.023(a); and

Whereas, Fort Worth and Northlake have authority under the laws of Texas to enter into agreements for the allocation and transfer of extraterritorial jurisdiction between one another and to so adjust their boundaries, for the exclusive benefit of one another; and

Whereas, it is the intent of Fort Worth and Northlake to limit such exchanges of territory to areas that are located within the distances prescribed for the extraterritorial jurisdiction of each municipality by Tex. Loc. Gov’t Code section 42.021; and

Whereas, the City Council of Fort Worth hereby finds and the Town Council of Northlake hereby affirms that the ETJ areas hereinafter described, to be reduced and transferred from the ETJ of Fort Worth exclusively to the ETJ of Northlake, lie within one mile of Northlake’s current corporate limits; and

Whereas, the Town Council of Northlake finds and the City Council of Fort Worth affirms that the ETJ area hereinafter described, to be reduced and transferred from the ETJ of Northlake exclusively to the ETJ of Fort Worth lies within five miles of Fort Worth’s current corporate limits; and

Whereas, the allocation and transfer of ETJ between Fort Worth and Northlake by this Joint Resolution is in the best interests of each municipality, its citizens and property owners.

NOW THEREFORE be it be resolved by the City Council of Fort Worth and the Town Council of Northlake that:

SECTION 1. The above recitals are incorporated herein by reference and made a part of this joint resolution as if fully set forth.

SECTION 2. Fort Worth hereby reduces its extraterritorial jurisdiction for the exclusive benefit of Northlake over the following described parcels and Northlake hereby accepts into its extraterritorial jurisdiction the following described parcels, each parcel of which is depicted on and described in Exhibits _through _, attached hereto and incorporated by reference herein:

[incorporate maps and legal descriptions of ETJ transferred]

SECTION 3. Northlake hereby reduces its extraterritorial jurisdiction for the exclusive benefit of Fort Worth over the following described parcel and Fort Worth hereby accepts into its extraterritorial jurisdiction the following described parcel, as depicted on and described in Exhibit _, attached hereto and incorporated by reference herein:

[incorporate map and legal description of ETJ transferred]

SECTION 4. Fort Worth and Northlake each shall adjust their extraterritorial boundaries to reflect the exchange of territory prescribed by Sections 2 and 3 of this Joint Resolution in the manner provided by law.

SECTION 5. The effective date of this Joint Resolution shall be the date that the last municipality adopts it.

SECTION 6. In the event that any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstances, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly. Should any portion of the area transferred to Northlake's ETJ by this Joint Resolution be already lawfully within the ETJ of Northlake, the transfer of ETJ from Fort Worth to Northlake pursuant to this Agreement shall be deemed to exclude such area and to apply solely to the remaining area so transferred.

SECTION 7. A copy of this Joint Resolution shall be filed in the property records of Denton and Tarrant Counties.

PASSED AND APPROVED BY THE Town Council of Northlake on this the ____ day of
____, 20__.

Mayor, Town of Northlake

ATTEST:

Town Secretary, Town of Northlake

PASSED AND APPROVED BY THE City Council of Fort Worth on this the ____ day of
____, 20__.

Mayor, City of Forth Worth

ATTEST:

City Secretary, City of Fort Worth

**AMENDMENT #1 TO CSC NO. 23201
AGREEMENT BETWEEN THE CITY OF FORT WORTH
AND
THE TOWN OF NORTHLAKE**

THIS AMENDMENT #1 (this “Amendment”) is entered into as of the ____ day of _____, 2020 (the “Effective Date”), by and between **THE CITY OF FORT WORTH**, a home-rule municipal corporation (“**FORT WORTH**”), and the **TOWN OF NORTHLAKE**, a general law city (“**NORTHLAKE**”) being sometimes collectively referred to as the “Parties” or individually as a “Party”.

W I T N E S S E T H:

WHEREAS, in 1997 the City of Fort Worth and Town of Northlake entered into an interlocal agreement (the “1997 ILA”) to provide for a uniform wholesale water contract; to provide for a Joint Resolution and Agreement for the adjustment of the extraterritorial jurisdiction (ETJ) boundaries between the two cities and to provide for a revenue sharing arrangement; and

WHEREAS, in 2015 litigation ensued between the Town of Justin and Northlake over the 1997 Joint Resolution and Agreement which apportioned and swapped areas of ETJ as depicted in Exhibit A; and

WHEREAS, Northlake and Fort Worth will execute a new interlocal agreement (the “2020 ETJ Allocation and Transfer Agreement”) to affirm and adjust corporate and ETJ boundaries between the Parties unsettled by the decision that resulted from the 2015 litigation between Northlake and the Town of Justin and to allocate additional ETJ areas to one another in consideration for execution of this Amendment; and

WHEREAS, the 2020 ETJ Allocation and Transfer Agreement provides for additional exchanges and boundary adjustments in exchange for this Amendment to the 1997 ILA that deletes all references to the municipal services-revenue sharing provision; and

WHEREAS, it became necessary to further amend the 1997 ILA to address certain issues relating to the approval of plats and plans in the portions of Fort Worth's ETJ to be allocated to Northlake; to provide for the transfer of approval authority for the creation of special districts in the allocated ETJ to Northlake; and to provide for the process of the transfer of the Certificate of Convenience and Necessity from Fort Worth Northlake for those areas being exchanged and boundary adjustments that are part of the new interlocal agreement;

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to FORT WORTH AND NORTHLAKE, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I.
AGREEMENTS OF FORT WORTH AND NORTHLAKE**

- A. ILA, AS AMENDED HEREBY, REMAINS IN FULL EFFECT.** The Parties acknowledge and agree that all provisions of the ILA remain in full force and effect, except as specifically amended by this Amendment, and that each Party has fully performed its respective obligations thereunder arising up to the Effective Date, and agree to fully perform all remaining obligations arising subsequent to the Effective Date.
- B. AUTHORITY IN THE EXTRATERRITORIAL JURISDICTION OF FORT WORTH.**
- (1) This amendment shall apply to the unincorporated land located in Fort Worth's ETJ area that has been allocated to Northlake, as depicted in Exhibit B.

- (2) Northlake shall have the exclusive jurisdiction to regulate subdivision plats and approve subdivisions construction plans in the allocated area as shown in Exhibit B, in accordance with Chapter 212 of the Texas Local Government Code (TLGC), as amended and other statutes applicable to the extraterritorial jurisdiction of Texas municipalities.
- (3) Northlake shall have exclusive jurisdiction to consent to the creation of a political subdivision to supply water or sewer services, roadways or drainage facilities, and to make such agreements with such political subdivision as may be necessary to assure orderly provision of public services within the allocated area of the ETJ as shown in Exhibit B, in accordance with the Texas Loc. Gov't Code and Chapter 54 of the Texas Water Code. Northlake shall require as part of the creation of the political subdivision that all parties relevant to the creation of the political subdivision acknowledge and agree that water or sanitary sewer services shall not be provided by Fort Worth.

- C. **TERMINATION OF REVENUE SHARING.** The Parties agree that all obligations under the provisions of the 1997 ILA, as set forth in section 4 thereof, related to municipal services and revenue sharing are hereby terminated and shall be of no further force or effect as of the effective date of this Amendment.
- D. **TRANSFER OF CERTIFICATE AND CONVENIENCE AREA (CCN).** The Parties agree that the following terms shall apply to the transfer of Fort Worth's Certificate of Convenience and Necessity for water service to Northlake.

- (1) Fort Worth will release to Northlake that portion of its CCN as depicted and described in Exhibit C. The parties acknowledge that there are currently no services being provided in the depicted area.
- (2) Upon finalization of the 2020 ETJ Allocation and Transfer Agreement, Northlake shall promptly file an application at the Public Utilities Commission (“PUC”) for those portions of Fort Worth’s CCN identified in Exhibit C that have been released by Fort Worth. Fort Worth agrees to support any such application at no expense to Fort Worth and agrees it will not protest Northlake’s application at the PUC. The parties agree to perform all reasonable and necessary acts necessary to transfer the CCN.

ARTICLE II. MISCELLANEOUS

- A. **NOTICES.** The notice addresses for the Parties set forth in Section 13, Notices, of the Original ILA are hereby deleted and the following substituted in their place:

If intended for Fort Worth, to:

City Manager
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

If intended for Northlake:

Town Manager
1500 Commons Circle
Suite 300
Northlake, Texas 76226

Any of the Parties may further change its address for notices and communications hereunder by providing notice pursuant to this section.

- B. SUCCESSORS AND ASSIGNS.** This Amendment and the ILA as amended by this Amendment shall bind, and shall be for the sole and exclusive benefit of, the Parties and their legal successors, and create no rights in other parties, including the public at large. No Party shall assign its interest in this Amendment or the ILA as amended by this Amendment without the prior written consent of the other Party, unless otherwise provided by law.
- C. WRITTEN AMENDMENTS.** Any changes in the character, agreement, terms, and/or responsibilities of the Parties under the 1997 ILA, as amended by this Amendment, must be enacted through a written amendment executed by the Parties.
- D. LIMITATIONS.** All covenants and obligations of the Parties under the 1997 ILA, as amended by this Amendment, shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of any Party shall have any personal obligations or liability hereunder.
- E. RELATIONSHIP OF THE PARTIES.** Nothing in this Amendment or the 1997 ILA as amended by this Amendment shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or joint venture between any of the Parties, nor any joint enterprise.
- F. AUTHORIZATION.** Each Party represents to the other Party that it is fully authorized to enter into this Amendment and to perform its obligations hereunder and under the 1997 ILA, as amended by this Amendment, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Amendment in accordance with its terms, other than those that have been obtained.

G. INTERPRETATION. No provision of this Amendment shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, FORT WORTH AND NORTHLAKE, have executed counterparts to effectuate this Amendment, which will become effective on the date that the last party executes this Amendment.

ATTEST:

CITY OF FORT WORTH

MARY J. KAYSER,
City Secretary
M&C _____

DANA BURGHDOFF,
Assistant City Manager

Date: _____, __, 2020

Date: _____, __, 2020

Approved As To Form And Legality:

Assistant City Attorney

ATTEST:

TOWN OF NORTHLAKE

Town Secretary

By: _____
_____,
Mayor

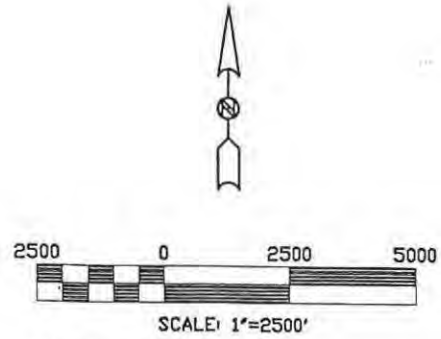
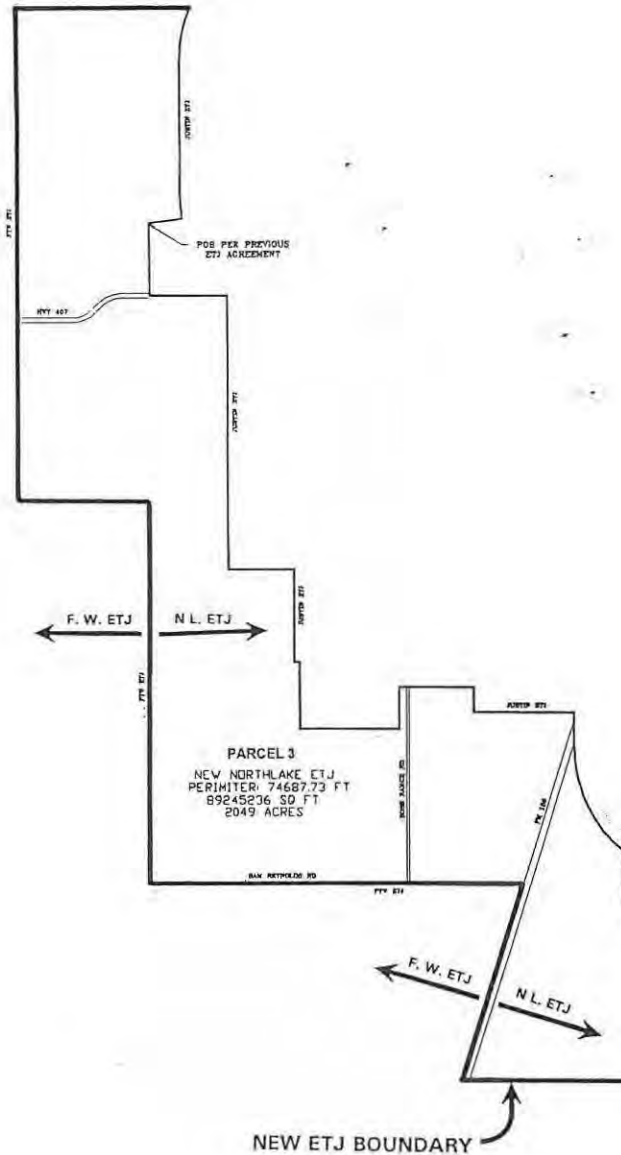
Approved As To Form And Legality:

Date: _____, __, 2020

Assistant City Attorney

EXHIBIT A

MAP OF ALL ETJ AREAS SUBJECT TO 1997 JOINT RESOLUTION AND AGREEMENT



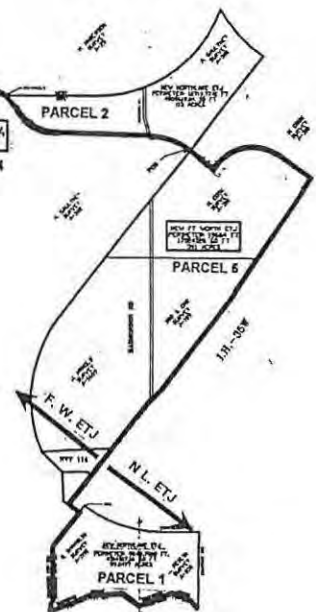
TABULATIONS

ETJ Released by Fort Worth to Northlake:

PARCEL 1 -	99.05 ACRES
PARCEL 2 -	113.00 ACRES
PARCEL 3 -	2,049.00 ACRES
TOTAL -	2,261.05 ACRES

ETJ Released by Northlake to Fort Worth:

PARCEL 4 -	2.85 ACRES
PARCEL 5 -	391.00 ACRES
TOTAL -	393.85 ACRES



THIS MAP IS INTENDED AS A GENERAL DEPICTION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FORT WORTH. SPECIFIC DETERMINATION OF INCLUSION SHOULD BE MADE BY THE DEVELOPMENT DEPARTMENT.

THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

CONSTRUCTION ENGINEERING DIVISION
SURVEY SECTION
NEW NORTHLAKE ETJ / NEW FT WORTH ETJ
DATE: 5-29-97
DRAWN BY: SRC

Exhibit F

EXHIBIT B

**MAP OF ETJ AREAS ALLOCATED TO NORTHLAKE AND FORT WORTH BY
2020 ETJ ALLOCATION AND TRANSFER AGREEMENT**

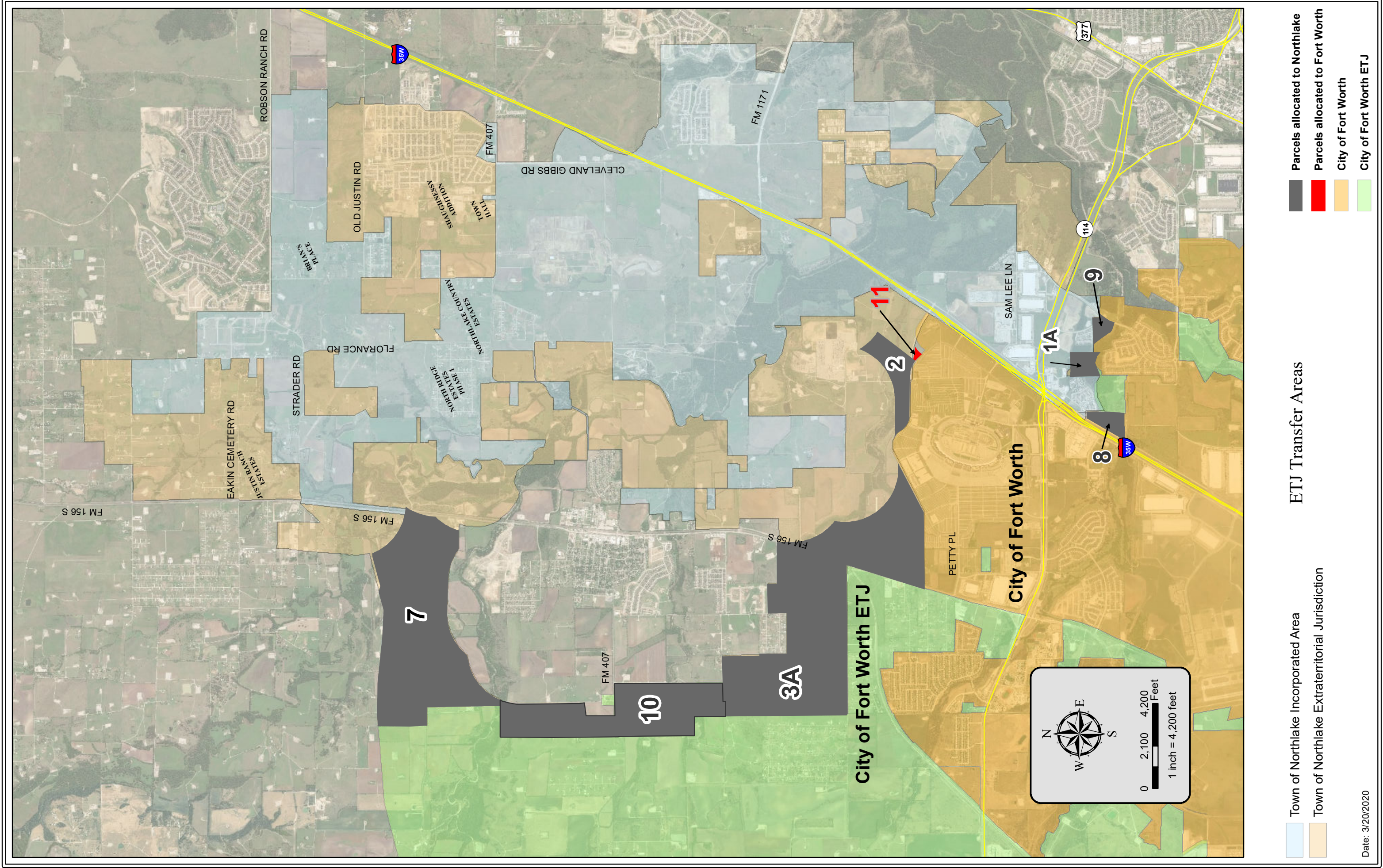


EXHIBIT C

**MAP OF CCN AREA TO BE TRANSFERRED (FORT WORTH CORPORATE LIMITS TO BE
DISANNEXED AND ETJ RELEASED)**



C:\Users\bequzman-alvarez\Documents\Maprequest\North Lake CCN.mxd (jryan) 03/27/2020

3/27/2020

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ENGINEERING PURPOSES OR BY A REGISTERED PROFESSIONAL LAND
SURVEYOR. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY
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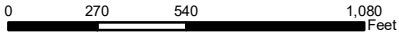
CCN Northlake, Fort Worth, TX, Water Exhibit C



FORT WORTH
WATER



N



0 270 540 1,080
Feet



Executive Session

Agenda Item 3