

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF GEORGETOWN, TEXAS;**  
**WILLIAM C. BAGWELL; AND WILLIAM CODY BAGWELL AND**  
**THAD BAGWELL, AS CO-TRUSTEES OF THE BAGWELL-CODY TRUST**

This Municipal Services Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City"), and William C. Bagwell, and William Cody Bagwell and Thad Bagwell, as Co-Trustees of the Bagwell-Cody Trust (collectively "Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

**WHEREAS**, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

**WHEREAS**, Owner owns certain parcels of land located at 3313 and 3321 W. SH 29, which consists of approximately 55.65 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2021-1-ANX ("Annexation Case");

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

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery

of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
  - i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
  - ii. Police – The City’s Police Department will provide protection and law enforcement services.
  - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
  - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
  - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
  - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area

- vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
- viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City’s preventative maintenance program.
- ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility – City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
- x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
- xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
- xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician’s Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area

b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and

on the schedule determined by, the City's extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.

- c. The City may impose a fee for any municipal service in the area annexed if the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.
- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.

5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any

term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

#### **CITY OF GEORGETOWN**

By:

\_\_\_\_\_  
Josh Schroeder  
Mayor

Approved as to Form:

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Skye Masson  
City Attorney

Attest:

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Robyn Densmore, TRMC  
City Secretary

**State of Texas**                    §  
**County of Williamson**            §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of said corporation.

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

Notary Public, State of Texas

State of Texas §

County of Williamson §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf  
of said corporation.

**Duplicate**

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

Notary Public, State of Texas

**William C. Bagwell**

By:

WILLIAM C. BAGWELL

William C. Bagwell

Individual

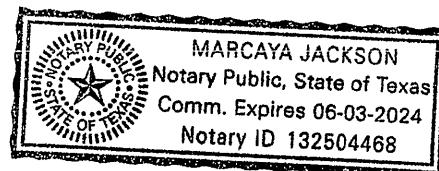
State of Texas §

County of Williamson §

This instrument was acknowledged before me on the 24 day of February, 2021, by  
of William C. Bagwell.

By: Marcaya Jackson

Notary Public, State of Texas



**The Bagwell-Cody Trust**

By: William C. Bagwell

William Cody Bagwell

Trustee

State of Texas  
County of Williamson

This instrument was acknowledged before me on the 24 day of February, 2021, by

8

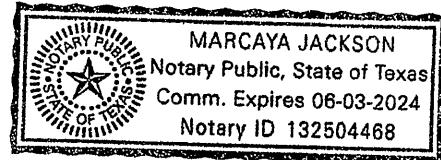
William Bagwell

of William C. Bagwell, Trustee on  
behalf of said The Bagwell-Cody Trust.

By:

Marcaya Jackson

Notary Public, State of Texas



By:

Thad Bagwell

Thad Bagwell

Trustee

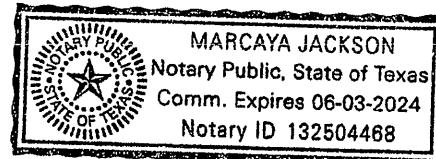
State of Texas William C. Bagwell  
County of William C. Bagwell

This instrument was acknowledged before me on the 24 day of February, 2024, by  
of said The Bagwell-Cody Trust.

By:

Marcaya Jackson

Notary Public, State of Texas



#### EXHIBIT A

Bagwell Tract Municipal Service Agreement (2021-1-ANX)

1

## **EXHIBIT A**

**DESCRIPTION OF**

DESCRIPTION OF A 56.65 ACRE TRACT OF LAND LOCATED IN THE ISAAC DONAGAN SURVEY, ABSTRACT 178, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 0.3547 ACRE TRACT OF LAND, THAT CERTAIN CALLED 0.4915 ACRE TRACT OF LAND, AND THAT CERTAIN CALLED 22.5562 ACRE TRACT OF LAND, ALL DESCRIBED IN A GENERAL WARRANTY DEED TO WILLIAM CHARLES BAGWELL AND PATRICIA C. BAGWELL, AS TRUSTEES OF THE BAGWELL-CODY TRUST, UNDER AN INSTRUMENT DATED APRIL 19, 2010, OF RECORD IN DOCUMENT NO. 2010025183, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN CALLED 0.54 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO WILLIAM C BAGWELL, ET UX, OF RECORD IN VOLUME 2438, PAGE 499, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN CALLED 32.61 ACRE TRACT OF LAND CONVEYED TO WILLIAM C. BAGWELL BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2016007383, SAID OFFICIAL PUBLIC RECORDS, SAID 56.65 ACRE TRACT OF LAND BASED ON A SURVEY BY BURY AND PARTNERS MADE ON THE GROUND IN 2007, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a point, on the south right-of-way line of State Highway No. 29 (SH 29), for the northeast corner of said 0.3547 acre tract of land, same being the northeast corner of the herein described tract;

**THENCE**, South 01°56'51" East, with the east boundary line of said 0.3547 acre tract of land, a distance of 361.38 feet, to a point for the southeast corner of said 0.3547 acre tract of land, same being the northeast corner of said 0.4915 acre tract of land;

**THENCE**, with the east boundary line of said 0.4915 acre tract of land, the following three courses and distances:

1. South 01°57'03" East, a distance of 186.25 feet, to a point;
2. with a non-tangent curve to the left an arc distance of 212.81 feet, having a radius of 1515.00 feet, a central angle of 008°02'54", and a chord that bears South 04°37'08" East, a chord distance of 212.64 feet, to a point;
3. South 09°59'17" East, a distance of 264.96 feet, to a point in the north boundary line of said 0.54 acre tract, for the southeast corner of said 0.4915 acre tract;

**THENCE**, North 80°03'42" East, with the north boundary line of said 0.54 acre tract, a distance of 29.91 feet, to a point, for the northeast corner of said 0.54 acre tract;

**THENCE**, South 09°59'17" East, with the east boundary line of said 0.54 acre tract of land, a distance of 393.44 feet, to a point for the southeast corner of said 0.54 acre tract of land;

**THENCE**, South 80°01'38" West, with the south boundary line of said 0.54 acre tract of land, a distance of 59.91 feet, to a point in the east boundary line of said 32.61 acre tract of land, for the southwest corner of said 0.54 acre tract;

**THENCE**, with the east boundary line of said 32.61 acre tract of land, the following eight (8) courses and distances:

1. South 44°16'24" West, a distance of 381.56 feet, to a point;
2. South 10°07'02" East, a distance of 345.09 feet, to a point;
3. South 20°36'22" West, a distance of 148.88 feet, to a point;
4. South 00°46'45" West, a distance of 360.13 feet, to a point;
5. South 39°23'32" East, a distance of 182.52 feet, to a point;
6. South 02°40'14" East, a distance of 410.77 feet, to a point;
7. South 00°47'29" West, a distance of 283.86 feet, to a point;
8. South 20°44'47" West, a distance of 301.80 feet, to a point for the southeast corner of said 32.61 acre tract, for the southeast corner of the herein described tract;

**THENCE**, with the south boundary line of said 32.61 acre tract of land, the following three (3) courses and distances:

1. North 60°41'00" West, a distance of 89.50 feet, to a point;
2. North 75°01'51" West, a distance of 276.84 feet, to a point;
3. North 80°40'59" West, a distance of 123.83 feet, to a point for the southwest corner of said 32.61 acre tract of land, for the southwest corner of the herein described tract;

**THENCE**, with the west boundary line of said 32.61 acre tract of land, the following ten (10) courses and distances:

1. North 00°25'18" West, a distance of 188.62 feet, to a point;
2. North 08°50'33" West, a distance of 209.44 feet, to a point;
3. North 09°50'24" West, a distance of 216.94 feet, to a point;
4. North 08°15'27" West, a distance of 319.11 feet, to a point;
5. North 08°03'47" West, a distance of 149.47 feet, to a point;
6. North 07°22'37" West, a distance of 172.62 feet, to a point;

7. North  $07^{\circ}52'24''$  West, a distance of 161.62 feet, to a point;
8. North  $07^{\circ}52'32''$  West, a distance of 201.58 feet, to a point;
9. North  $07^{\circ}08'33''$  West, a distance of 120.67 feet, to a point;
10. North  $06^{\circ}58'42''$  West, a distance of 347.80 feet, to a point for the northwest corner of said 32.61 acre tract of land, same point being the southwest corner of said 22.5562 acre tract of land;

**THENCE**, with the west boundary line of said 22.5562 acre tract of land, the following three (3) courses and distances:

1. North  $07^{\circ}00'59''$  West, a distance of 140.08 feet, to a point;
2. North  $07^{\circ}05'31''$  West, a distance of 396.88 feet, to a point;
3. North  $06^{\circ}55'00''$  West, a distance of 648.83 feet, to a point for the northwest corner of said 22.5562 acre tract of land;

**THENCE**, with the north boundary line of said 22.5562 acre tract of land, the following five (5) courses and distances:

1. South  $71^{\circ}02'39''$  East, a distance of 185.79 feet, to a point;
2. South  $79^{\circ}54'31''$  East, a distance of 309.76 feet, to a point;
3. North  $88^{\circ}48'41''$  East, a distance of 132.91 feet, to a point;
4. North  $88^{\circ}45'10''$  East, a distance of 357.90 feet, to a point;
5. North  $84^{\circ}14'51''$  East, a distance of 2.68 feet, to a point for the northeast corner of said 22.5562 acre tract, same point being the northwest corner of said 0.4915 acre tract, and same point being the southwest corner of said 0.3547 acre tract;

**THENCE**, with the west boundary line of said 0.3547 acre tract, the following four (4) courses and distances:

1. North  $01^{\circ}52'33''$  West, a distance of 25.89 feet, to a point;
2. North  $05^{\circ}46'21''$  West, a distance of 150.11 feet, to a point;
3. North  $01^{\circ}56'55''$  West, a distance of 162.85 feet, to a point;
4. with a non-tangent curve to the left an arc distance of 39.18 feet, having a radius of 25.00 feet, a central angle of  $089^{\circ}47'18''$ , and a chord that bears North  $45^{\circ}52'52''$  West, a chord distance of 35.29 feet, to a point on aforementioned south right-of-way line of SH 29;

**THENCE**, with a non-tangent curve to the left, with said south right-of-way line of SH 29, and with the north boundary line of said 0.3547 acre tract, an arc distance of 69.88 feet, having a radius of 5779.58 feet, a central angle of  $000^{\circ}41'34''$ , and a chord that bears

Page 4 of 4  
Proj No. 22795  
January 22, 2021

22795 Acres  
Isaac Donagan Survey  
Abstract No. 178  
Williamson County, Texas

North 87°52'35" East, a chord distance of 69.88 feet, to the **POINT OF BEGINNING**, and containing 56.65 acres of land, more or less, within these metes and bounds.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

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.

I certify that this description was prepared from a survey made by Bury and Partners in 2007.

Steger & Bizzell Engineering Inc.

  
Miguel A. Escobar, LSLS, RPLS  
Texas Reg. No. 5630  
1978 South Austin Avenue  
Georgetown, Texas 78626  
(512) 930-9412  
TBPELS Firm No. 10003700

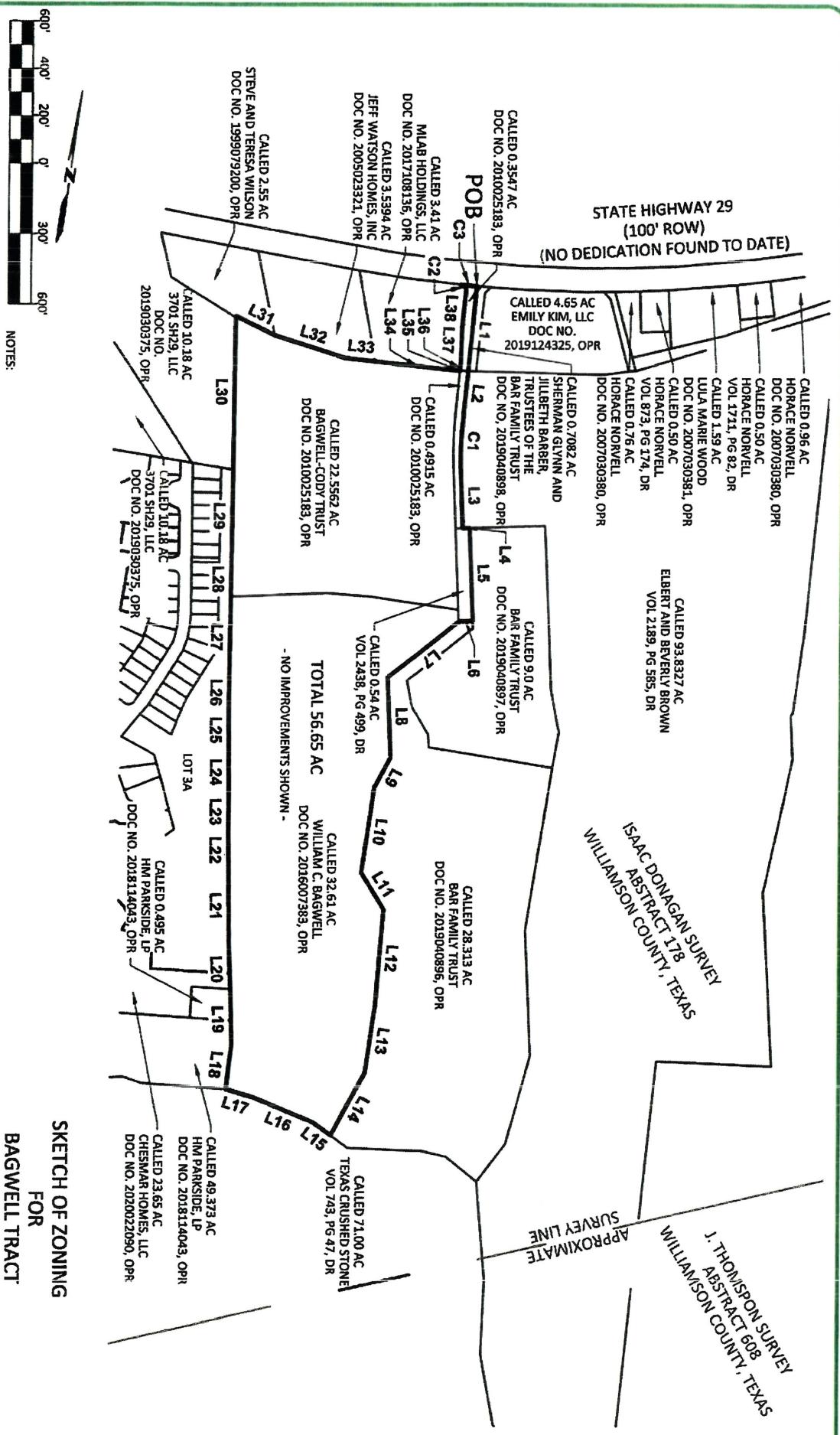
01/22/2021



P:\22000-22999\22795 Bagwell Tract SFH\Survey Data\Descriptions\22795-zoning m&b bagwell.docx



1978 S. Austin Ave  
Georgetown, TX 78626



**SKETCH OF ZONING  
FOR  
BAGWELL TRACT  
ISAAC DONAGON SURVEY, ABSTRACT 178  
WILLIAMSON COUNTY, TEXAS**

**ISAAC DONAGON SURVEY, ABBOTSFORD, BRITISH COLUMBIA**

SHEET 1: MAP  
SHEET 2: TABLES

2. 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 IMPIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

ACCOMPANYING THIS SKETCH.

MÖN

SHEET 1 OF 2

DATE 122-2021

JOB NO. 22795

ADDRESS		1978 S. AUSTIN AVENUE		GEORGETOWN, TX 78652-5626	
METRO	512.230.9412	TEXAS REGISTERED ENGINEERING FIRM F-161	WB#	STEGERBIZZELL.COM	
SERVICES		TBS# FIRM NO. 10000720			
>>ENGINEERS					
>>PLANNERS					
>>SURVEYORS					

Line Table		
Line #	Direction	Length
L1	S 01°56'51" E	361.38'
L2	S 01°57'03" E	186.25'
L3	S 09°59'17" E	264.96'
L4	N 80°0'34" E	29.91'
L5	S 09°59'17" E	393.44'
L6	S 80°0'1'38" W	59.91'
L7	S 44°16'24" W	381.56'
L8	S 10°0'7"02" E	345.09'
L9	S 20°36'22" W	148.88'
L10	S 00°46'45" W	360.13'
L11	S 39°23'32" E	182.52'
L13	S 00°47'29" W	283.86'
L14	S 20°44'47" W	301.80'
L15	N 60°41'00" W	89.50'
L16	N 75°01'51" W	276.84'
L17	N 80°40'59" W	123.83'
L18	N 00°25'18" W	188.62'
L19	N 08°50'33" W	209.44'
L20	N 09°50'24" W	216.94'
L21	N 08°15'27" W	319.11'

Line Table		
Line #	Direction	Length
L22	N 08°03'47" W	149.47'
L23	N 07°22'37" W	172.62'
L24	N 07°52'24" W	161.62'
L25	N 07°52'32" W	201.58'
L26	N 07°08'33" W	120.67'
L27	N 06°58'42" W	347.80'
L28	N 07°00'59" W	140.08'
L29	N 07°05'31" W	396.88'
L31	S 71°02'39" E	185.79'
L32	S 79°54'31" E	309.76'
L33	N 88°48'41" E	132.91'
L34	N 88°45'10" E	357.90'
L35	N 84°14'51" E	2.68'
L36	N 01°52'33" W	25.89'
L37	N 05°46'21" W	150.11'
L38	N 01°56'55" W	162.85'

LEGEND

OPR OFFICIAL PUBLIC RECORDS OF  
 WILLIAMSON COUNTY, TEXAS  
 DR DEED RECORDS OF  
 WILLIAMSON COUNTY, TEXAS  
 PLAT RECORDS OF  
 WILLIAMSON COUNTY, TEXAS  
 PR POINT OF BEGINNING  
 POB RIGHT-OF-WAY  
 ROW

SKETCH OF ZONING  
 FOR  
 BAGWELL TRACT  
 ISAAC DONAGON SURVEY, ABSTRACT 178  
 WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

Address	1978 S. AUSTIN AVENUE	Georgetown, TX 78626
Memo	512.930.9412	TELESCHEFF ENGINEERING FIRM F-181
Services	TSPLS FIRM #610003700	STEGERBIZZELL.COM
	>>ENGINEERS	
	>>PLANNERS	
	>>SURVEYORS	