MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF GEORGETOWN, TEXAS

AND NORM ASHBY

This	Municipal	Services	Agreement ("Agreement") is entered into on the	day of
		,	by and between the City of Georgetown, Texa	as, a home-rule
muni	cipality of t	he State o	f Texas ("City") and Norm Ashby ("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 2101 Shell Road, which consists of approximately 24.744 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 -10- 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. <u>Fire Protection and Emergency Medical Services</u> 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. <u>Police</u> The City's Police Department will provide protection and law enforcement services.
 - iii. <u>Planning and Development, Building Permits, and Inspections Services</u> 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. <u>Other Publicly Owned Buildings</u>. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. <u>Library</u> Upon annexation, library privileges will be available to anyone residing in the annexed area
 - vii. <u>Stormwater Utility Services</u> 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.
- Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –Cityowned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
- x. <u>Solid Waste Services</u> The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- xi. <u>Code Compliance</u> The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
- xii. <u>Animal Control Services</u> Upon annexation, the City shall provide animal control services in the annexed area.
- xiii. <u>Business Licenses and Regulations</u> 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

Josh Schroeder
Mayor

Approved as to Form:	
Skye Masson City Attorney	
Attest:	
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 said corporation.	: f of
By:	
Notary Public, State of Texas	

(OWNER 1)

By:

(Norm Ashby)
(Owner)

State of Texas County of Williamson §

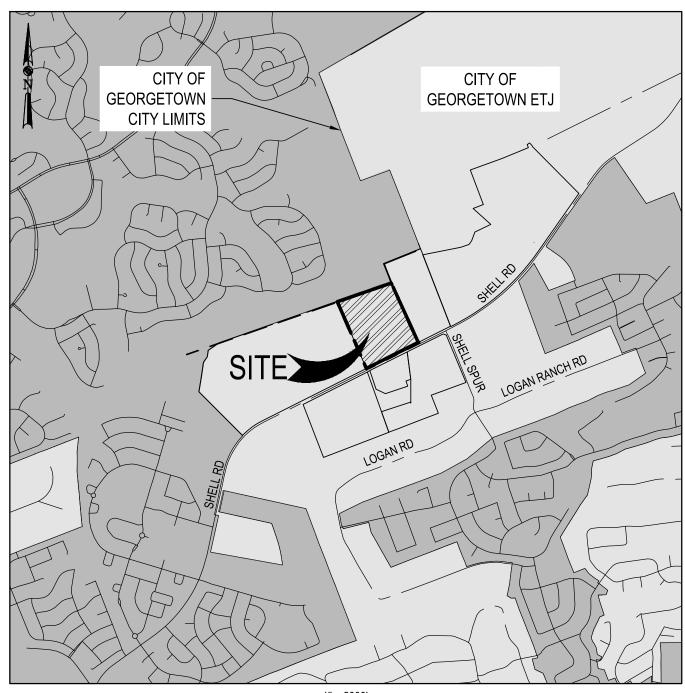
This instrument was acknowledged before me on the 10⁷ day of September, 2021, by Norm Ashby, President of [Name of individual signing, title (if any)] on behalf of said Ashby Signature Homes [insert name of company or individual

where applicable].

Notary Public, State of Texas

KARI LYNN PEDLEY
Notary Public, State of Texas
Comm. Expires 06-06-2022
Notary ID 129844560

EXHIBIT A



1" = 2000'

Date: Anr 20, 2021, 11:03am, User ID: rwadiardo

Z:\PROJECTS\3229 - Hope Ranch\Exhibit\FIG. 6.0 LOCATION MAP.dwg

S SPENCER ROAD SUITE 100
BOERRE, IEXAS 78006
OFFICE: \$12.96 EXTRACT/9940 (SPECE) \$21.266 EXTRACT/9940 (

ROAD MAP FOR HOPE RANCH GEORGETOWN, TEXAS
 JOB NO.
 3229.00

 DRAWN
 MS

 DESIGNED
 RAW

 CHECKED
 GDK

 SHEET ID
 SHEET #



TRACT 2 FIELD NOTES FOR A 24.744 ACRE TRACT OF LAND:

BEING A 24.744 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS; SAID 24.744 ACRE TRACT, BEING A REMAINING PORTION OF THAT CALLED 270.968 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 9553466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 24.744 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located in the northwest right-of-way line of Shell Road, being at an exterior corner of the remainder of said 270.968 acre tract, the southeast corner of that called 124.708 acre tract of land recorded in Document No. 2017040134, Official Public Records, Williamson County, Texas, said point being the southernmost corner of the herein described tract of land;

1. Thence, departing the northwest right-of-way line of Shell Road, with a southwest line of the remainder of said 270.968 acre tract, the northeast line of said 124.708 acre tract, N 23° 34′ 31″ W, a distance of 931.16′ (Record: N 21° 37′ 21″ W), to a 1/2″ iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in a southwest line of the remainder of said 270.968 acre tract, the northeast line of said 124.708 acre tract, said point being the westernmost corner of the herein described tract of land which bears S 23° 34′ 31″ E, a distance of 584.82′ from a 1/2″ iron rod located for an exterior corner of the remainder of said 270.968 acre tract and the northernmost corner of said 124.708 acre tract;

Thence, across the remainder of said 270.968 acre tract, the following two (2) courses and distances:

- 2. N 66° 32' 26" E, a distance of 1194.28', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for the northernmost corner of the herein described tract of land;
- 3. \$ 24° 29' 51" E, a distance of 863.15', to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of Shell Road, a southeast line of the remainder of said 270.968 acre tract, said point being the easternmost corner of the herein described tract of land;
- **4. Thence**, with the northwest right-of-way line of Shell Road, a southeast line of the remainder of said 270.968 acre tract, **\$ 63° 18' 42" W**, a distance of **1209.95'** (Record: \$ 65° 15' 25" W), to the **POINT OF BEGINNING** containing **24.744 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.

TRAVIS L. QUICKSALLD

Travis L. Quicksall RPLS #6447 Date: 04/07/2021

Job #21-2004.2

TRACT 1

SURVEY SHOWING A 14.763 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 39.506 ACRE TRACT, BEING A REMAINING PORTION OF THAT CALLED 270.968 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 9553466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

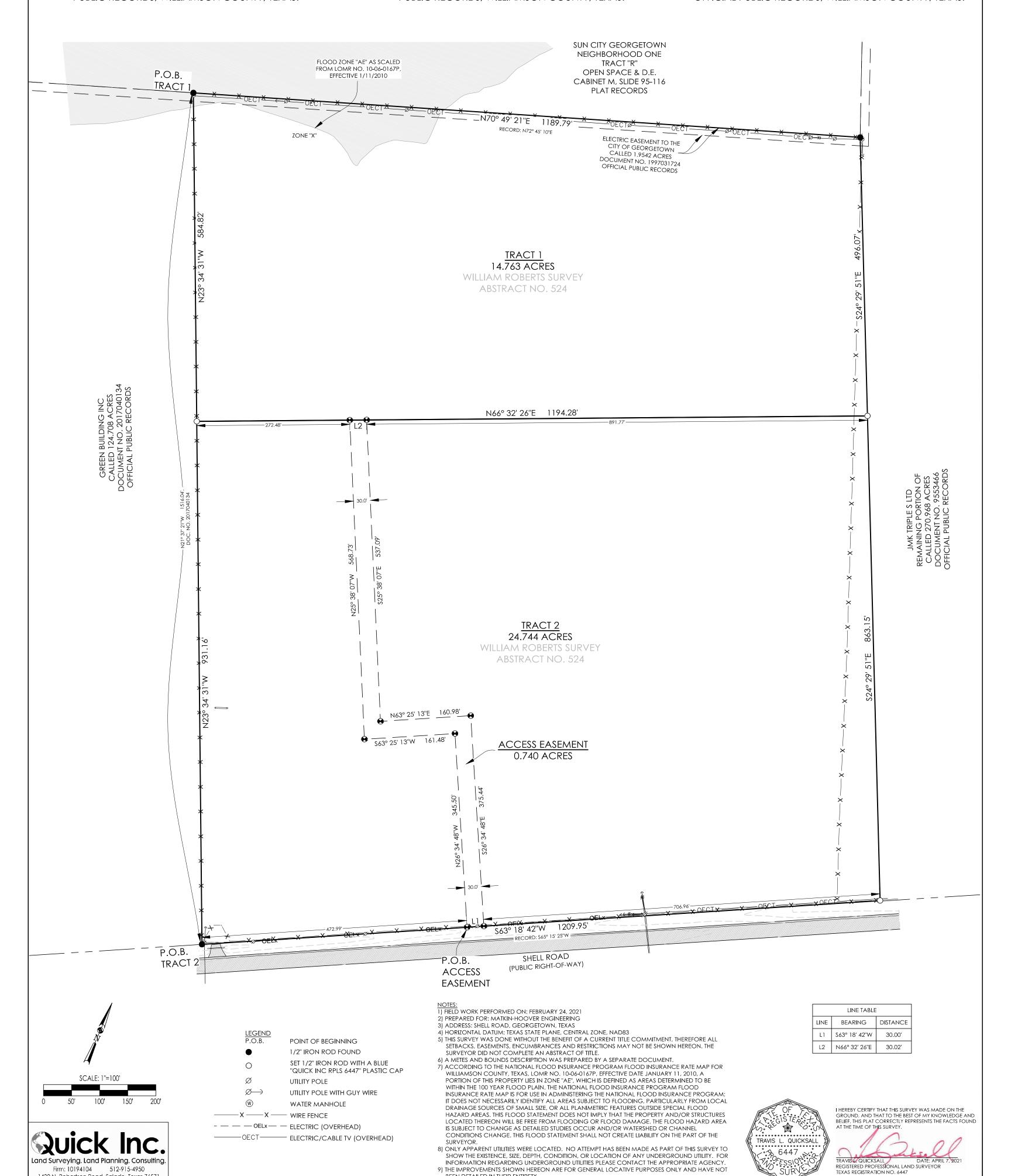
1430 N. Robertson Road, Salado, Texas 76571

TRACT 2

SURVEY SHOWING A 24.744 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 24.744 ACRE TRACT, BEING A REMAINING PORTION OF THAT CALLED 270.968 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 9553466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

ACCESS EASEMENT

SURVEY SHOWING A 30' WIDE 0.740 ACRE ACCESS EASEMENT, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 0.740 ACRE EASEMENT, BEING WITHIN THAT CALLED 270.968 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 9553466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



BEEN DETAILED IN THEIR ENTIRETY.



FOR ANNEXATION PURPOSES ONLY FIELD NOTES FOR A 2.217 ACRE TRACT OF LAND:

BEING A 2.217 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS; SAID 2.217 ACRE TRACT, BEING A PORTION OF A PUBLIC RIGHT-OF-WAY KNOWN AS SHELL ROAD; SAID 2.217 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located in the northwest right-of-way line of Shell Road, being the southernmost corner of that certain 24.744 acre tract of land recorded in Document No. 2021075061, Official Public Records, Williamson County, Texas, the easternmost corner of that called 124.708 acre tract of land recorded in Document No. 2017040134, Official Public Records, Williamson County, Texas, said point being the southernmost corner of the herein described tract of land;

- 1. Thence, with the northwest right-of-way line of Shell Road, the southeast line of said 24.744 acre tract, N 63° 18' 42" E, a distance of 1209.95', to a 1/2" iron rod located in the northwest right-of-way line of Shell Road, being the easternmost corner of said 24.744 acre tract, the southernmost corner of the remaining portion of that called 270.968 acre tract of land recorded in Document No. 9555344, Official Public Records, Williamson County, Texas, said point being the northernmost corner of the herein described tract of land;
- 2. Thence, across Shell Road, S 26° 43′ 16″ E, a distance of 79.46′, to a calculated point in the southeast right-of-way line of Shell Road, the northwest line of the remaining portion of that called 119.096 acre tract of land recorded in Document No. 9553464, Official Public Records,

Williamson County, Texas, said point being the easternmost corner of the herein described tract of land;

- 3. Thence, with the southeast right-of-way line of Shell Road, the northwest line of the remainder of said 119.096 acre tract, the northwest line of that called 10.03 acre tract of land recorded in Document No. 2008093127, Official Public Records, Williamson County, Texas, the northwest line of that called 6.00 acre tract of land recorded in Document No. 2002047344, Official Public Records, Williamson County, Texas, \$ 63° 16' 44" W, a distance of 1209.95', to a calculated point in the southeast right-of-way line of Shell Road, the northwest line of said 6.00 acre tract, said point being the southernmost corner of the herein described tract of land:
- 4. Thence, across Shell Road, N 26° 43′ 16″ W, a distance of 80.15′, to the POINT OF BEGINNING containing 2.217 acres of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.

