

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK, TEXAS**

**AND  
QT SOUTH, LLC**

This MUNICIPAL SERVICES AGREEMENT (the “Agreement”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the “City”), and QT South, LLC, a Texas limited liability company (the “Owner”).

**RECITALS**

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

**WHEREAS**, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area if each of the owners of the land in an area request the annexation; and

**WHEREAS**, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owners that sets forth services to be provided by the municipality for the properties in the affected area; and

**WHEREAS**, the Owner owns a certain parcel of land situated in Williamson County, Texas, which consists of approximately 8.531 acres of land in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property” or the “Area”); and

**WHEREAS**, the Owner has filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the “QT Annexation” (the “Annexation”); and

**WHEREAS**, the City and Owner desire to set forth the City services to be provided for the Property on or after the effective date of the Annexation pursuant to Section 43.0672; and

**WHEREAS**, the Annexation and execution of this Agreement are subject to approval by the governing body of the City.

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

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation.
2. **INTENT.** It is the intent of the City that this Agreement provide the delivery of full, available municipal services to the Property as described herein, in accordance with State law, which may be accomplished through any means permitted by law.

### 3. MUNICIPAL SERVICES.

A. Commencing on the effective date of the annexation, the City will provide the municipal services set forth below. For the purposes of this Agreement, the term “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 the developer or Owner’s participation, in accordance with applicable State law and City ordinances, rules, regulations and policies.

- i. Fire and Police Services. The City will provide these services to the Area.
- ii. Planning, Zoning, Building and Code Enforcement. The City will provide comprehensive planning, land development, land use, and building review, inspection services and code enforcement in accordance with all applicable laws, ordinances, rules, regulations and policies.
- iii. Water and Wastewater. The Property is located within the Jonah Water Special Utility District (the “District”) certified service area for water. Water service will continue to be provided by the District upon annexation of the Property. The City will provide wastewater for the Property. If, and when, the Property is developed, platted, or the current use(s) of the Property changes in the future, landowners shall be required to fund and construct necessary water and wastewater capital improvements to serve the annexed Property in accordance with applicable State law and the City’s ordinances, rules, regulations and policies.
- iv. Solid Waste Service. Within its corporate boundaries, the City currently contracts with Republic Services (f/k/a “Central Texas Refuse”) for residential collection only. Any commercial development in the Area shall contract individually for solid waste collection services.

B. It is understood and agreed that the City is not required to provide any service that is not explicitly included in this Agreement.

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

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

6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of this Agreement will be interpreted in accordance with the laws of the State of Texas.
7. **GOVERNING LAW AND VENUE.** This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
8. **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.
9. **WAIVER.** The failure of either party to insist on the performance of any term of 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. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE PROPERTY.**  
This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

[Signatures on the following pages.]

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk


For City, Approved as to Form:

By: \_\_\_\_\_  
Stephanie Sandre, City Attorney

**OWNER:**

**QT SOUTH, LLC**

a Texas limited liability company

By: 

Name: Thomas P. Edwards

Title: President

**FIELD NOTES FOR AN 8.531 ACRE TRACT OF LAND**

An **8.531 acre** tract of land, out of the George Keith Survey, Abstract 370, Williamson County, Texas and all of Lot 1, Block A of the QT 4178, Phase 2 Subdivision, a plat of record in Document No. 2021081312 of the Official Public Records of Williamson County, Texas. Said **8.531 acre** tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a found  $\frac{1}{2}$ " iron rod at the north end of a cutback at the intersection of the west right-of-way line of County Road 107 Spur, a variable width right-of-way, as described in Document No. 2006016192 of the Official Public Records of Williamson County, Texas, and north right-of-way line of Chandler Road, a variable width right-of-way, as described in said Document No. 2006016192, for the most easterly southeast corner of said Lot 1 and the tract described herein;

**THENCE: S 28° 51' 24" W**, with said cutback and a southeast line of said Lot 1, a distance of **25.53 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the most easterly corner of a 2.942 acre Right-of-Way Reservation as dedicated on said Subdivision plat, for the southerly corner and a point of curvature of Lot 1 and the tract described herein;

**THENCE:** Departing said cutback and with the common line between said Lot 1 and said 2.942 acre Right-of-Way Reservation, and with a non-tangent curve to the right having a radius of **1300.00 feet**, an arc length of **1083.37 feet**, a delta angle of **47° 44' 54"** and a chord bears, **N 73° 26' 10" W**, a distance of **1052.30 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" for the northeast corner of said 2.942 acre Right-of-Way Reservation, for the northwest corner and a point of non-tangency of said Lot 1 and the tract described herein;

**THENCE: N 69° 06' 20" E**, with the north line of said Lot 1, a distance of **879.51 feet** to a set  $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng & Survey" in the west right-of-way line of County Road 107 Spur, for the northeast corner and a point of curvature of said Lot 1 and the tract described herein;

**THENCE:** With the west right-of-way line of County Road 107 Spur and the east line of said Lot 1, the following three (3) courses:

1. With a non-tangent curve to the right having a radius of **4960.00 feet**, an arc length of **110.68 feet**, a delta angle of **001° 16' 43"** and a chord bears, **S 21° 49' 25" E**, a distance of **110.68 feet** to a found  $\frac{1}{2}$ " iron rod with a plastic cap stamped "Inland 4933" for a point of tangency,
2. **S 21° 11' 33" E**, a distance of **249.38 feet** to a found  $\frac{1}{2}$ " iron rod with a plastic cap stamped "Inland 4933" for a corner, and
3. **S 14° 52' 07" E**, a distance of **264.92 feet** to the **POINT OF BEGINNING** and containing **8.531 acres** of land situated in Williamson County, Texas.

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.