

EXHIBIT

"C"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND SAULS RANCH EAST OWNERS

This MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the _____ day of _____, 2024, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and VPDF Sauls Ranch LLC, a Delaware limited liability company, DFH Coventry LLC, a Florida limited liability company, and Milestone Community Builders LLC, a Texas limited liability company (the "Owners").

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 Owners own certain parcels of land situated in Williamson County, Texas, which consists of approximately 42.538 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 Owners have entered into that certain Development Agreement with the City, dated effective as of October 13, 2022, pursuant to Section 212.172 of the Texas Local Government Code, which addresses annexation of the Property; and

WHEREAS, the Owners have filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "Sauls Ranch East Part One Annexation" (the "Annexation"); and

WHEREAS, the City and Owners 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 Owners 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. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. 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 Central Texas Refuse (dba “CTR”) 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 Owners represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. The Owners acknowledge 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 compromising the Property and is binding on the Owners.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie Sandre, City Attorney

OWNERS:

VPDF SAULS RANCH LLC

a Delaware limited liability company

By: VP Finders 2 Holdings LLC
a Delaware limited liability company
its Sole Member

By: Värde Partners, Inc.
a Delaware corporation
its Manager

By: 

Name: Anders Gode

Title: Managing Director

DFH COVENTRY LLC

a Florida limited liability company

By: 

Name: Alex Dacichuk

Title: Division President

MILESTONE COMMUNITY BUILDERS LLC

a Texas limited liability company

By: 

Name: Steve Walker

Title: Vice President

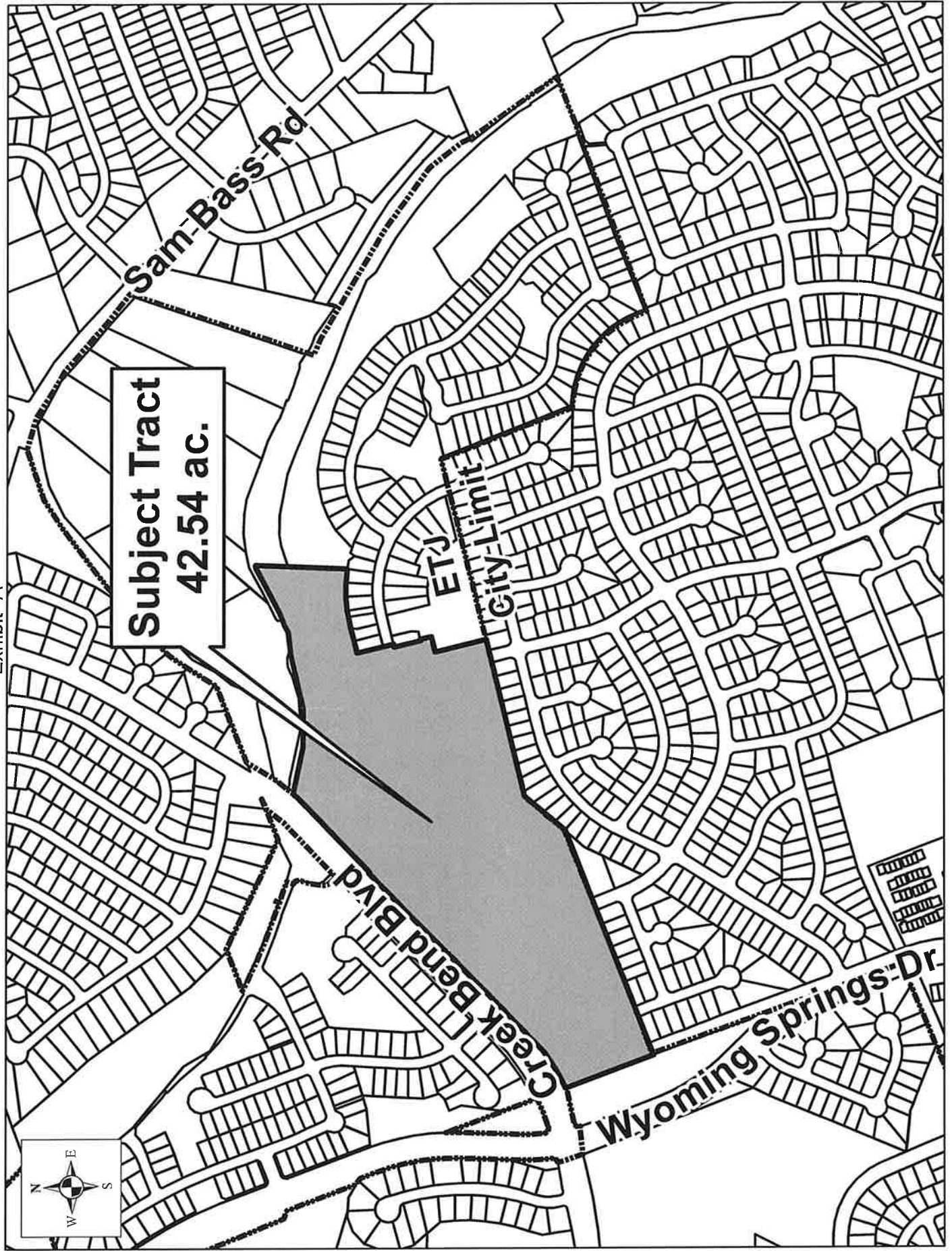
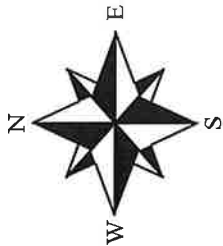


Exhibit "A"

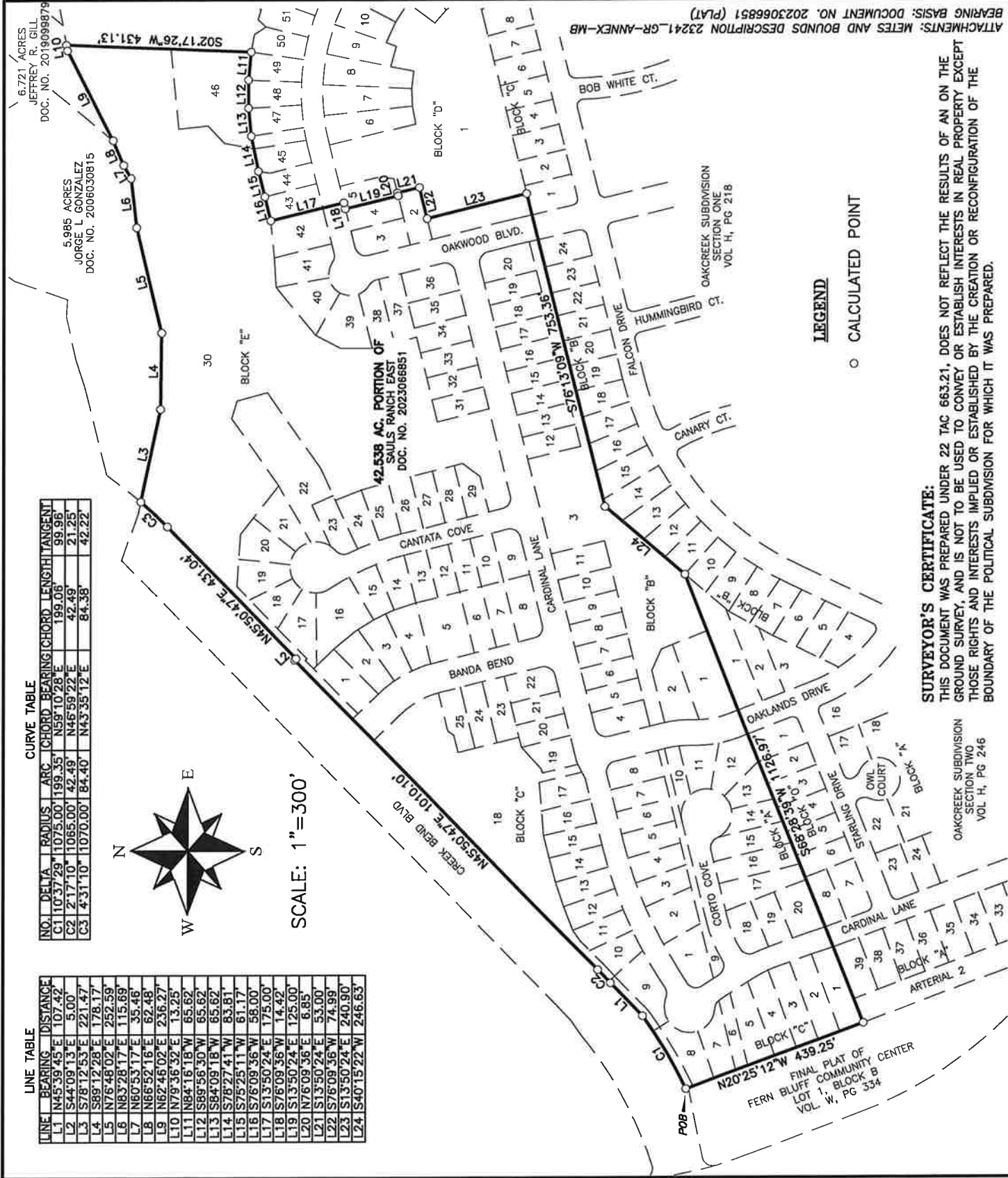
LINE	BEARING	DISTANCE
L1	N45°39'45"E	107.42'
L2	S44°09'13"E	5.00'
L3	S78°12'53"E	221.47'
L4	S89°12'28"E	178.17'
L5	N76°48'02"E	252.99'
L6	N83°28'17"E	115.89'
L7	N60°53'17"E	35.46'
L8	N66°52'16"E	82.48'
L9	N62°46'02"E	236.27'
L10	N79°36'32"E	13.25'
L11	N64°16'18"W	65.62'
L12	S89°56'30"W	65.62'
L13	S84°09'18"W	85.62'
L14	S78°27'41"W	83.81'
L15	S75°25'11"W	81.17'
L16	S76°09'35"W	58.00'
L17	S13°50'24"E	175.00'
L18	S76°09'36"W	14.42'
L19	S13°50'24"E	125.00'
L20	N76°09'36"E	6.85'
L21	S13°50'24"E	53.00'
L22	S76°09'36"W	74.99'
L23	S13°50'24"E	240.90'
L24	S40°15'22"W	246.63'

CURVE TABLE

NO.	DELTA	RADIUS	ARC CHORD	BEARING	CHORD LENGTH	TANGENT
C1	10°37'29"	1075.00'	199.35'	N59°10'28"E	199.06'	99.96'
C2	2°17'10"	1065.00'	42.49'	N46°59'22"E	42.49'	21.25'
C3	4°31'10"	1070.00'	84.40'	N43°35'12"E	84.38'	42.22'



SCALE: 1"=300'



G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

42.538 ACRES OF LAND SITUATED IN
WILLIAMSON COUNTY, TEXAS, BEING A
PORTION OF SAULS RANCH EAST, A
SUBDIVISION OF RECORD IN DOCUMENT NO.
2023066851, OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS.

DATE: JANUARY 15, 2024
FILE: L-23241-GR-ANNEX-EX
PROJECT NO: 23157
REVIEWED BY: TJC
DRAWN BY: PMC
PLOTING SCALE: 1" = 300'

EXHIBIT

SHEET
1
1

LEGEND
○ CALCULATED POINT

SURVEYOR'S CERTIFICATE:
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.

OAKCREEK SUBDIVISION
SECTION TWO
VOL. H, PG. 246

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 23241-GR-ANNEX-MB
BEARING BASIS: DOCUMENT NO. 2023066851 (PLAT)

FINAL PLAT OF
FERN BLUFF COMMUNITY CENTER
LOT 1, BLOCK B
VOL. W, PG. 334

Exhibit "A"



MILESTONE COMMUNITY BUILDERS
42.538 ACRES
SAULS RANCH EAST

DESCRIPTION OF 42.538 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF SAULS RANCH EAST, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2023066851, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 42.538 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southeasterly line of Creek Bend Boulevard (R.O.W. varies) for the most westerly corner of said Sauls Ranch East, and the herein described tract;

THENCE with the northwesterly and northerly lines of said Sauls Ranch East, the following fifteen (15) courses:

1. Along said curve to the left having a radius of 1075.00 feet, an arc length of 199.35 feet, and a chord which bears N59°10'28"E, a distance of 199.06 feet to a calculated point at the end of said curve;
2. N45°39'45"E, a distance of 107.42 feet to a calculated point of curvature of a curve to the left;
3. Along said curve to the left having a radius of 1065.00 feet, an arc length of 42.49 feet, and a chord which bears N46°59'22"E, a distance of 42.49 feet to a calculated point at the end of said curve;
4. N45°50'47"E, a distance of 1010.10 feet to a calculated point;
5. S44°09'13"E, a distance of 5.00 feet to a calculated point;
6. N45°50'47"E, a distance of 431.04 feet to the point of curvature of a curve to the left;
7. Along said curve to the left having a radius of 1070.00 feet, an arc length of 84.40 feet, and a chord which bears N43°35'12"E, a distance of 84.38 feet to a calculated point at the end of said curve;
8. S78°12'53"E, a distance of 221.47 feet to a calculated point;
9. S89°12'28"E, a distance of 178.17 feet to a calculated point;
10. N76°48'02"E, a distance of 252.59 feet to a calculated point;
11. N83°28'17"E, a distance of 115.69 feet to a calculated point;
12. N60°53'17"E, a distance of 35.46 feet to a calculated point;
13. N66°52'16"E, a distance of 62.48 feet to a calculated point;
14. N62°46'02"E, a distance of 236.27 feet to a calculated point;
15. N79°36'32"E, a distance of 13.25 feet to a calculated point;

THENCE over and across said Sauls Ranch East, the following fourteen (14) courses:

1. S02°17'26"W, a distance of 431.13 feet to a calculated point;

1805 Ouida Dr., Austin, Texas 78728 • Firm # 10032000
Phone (512)267-7430 • Fax (512)836-8385




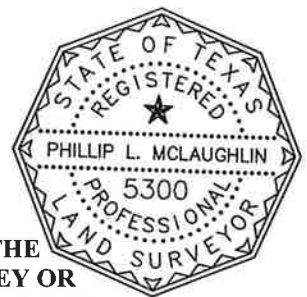
2. N84°16'18"W, a distance of 65.62 feet to a calculated point;
3. S89°56'30"W, a distance of 65.62 feet to a calculated point;
4. S84°09'18"W, a distance of 65.62 feet to a calculated point;
5. S78°27'41"W, a distance of 83.81 feet to a calculated point;
6. S75°25'11"W, a distance of 61.17 feet to a calculated point;
7. S76°09'36"W, a distance of 58.00 feet to a calculated point;
8. S13°50'24"E, a distance of 175.00 feet to a calculated point;
9. S76°09'36"W, a distance of 14.42 feet to a calculated point;
10. S13°50'24"E, a distance of 125.00 feet to a calculated point;
11. N76°09'36"E, a distance of 6.85 feet to a calculated point;
12. S13°50'24"E, a distance of 53.00 feet to a calculated point;
13. S76°09'36"W, a distance of 74.99 feet to a calculated point;
14. S13°50'24"E, a distance of 240.90 feet to a calculated point in the southerly line of said Sauls Ranch East;

THENCE with the southerly line of said Sauls Ranch East, the following three (3) courses:

1. S76°13'09"W, a distance of 753.36 feet to a calculated point;
2. S40°15'22"W, a distance of 246.63 feet to a calculated point;
3. S68°28'39"W, a distance of 1126.97 feet to a calculated point in the westerly or southwest line of said Sauls Ranch East;

THENCE N20°25'12"W, with the westerly or southwest line of said Sauls Ranch East, a distance of 439.25 feet to the **POINT OF BEGINNING**, having an area of 42.538 ACRES of land, more or less.


Phillip L. McLaughlin 01-15-2024
Registered Professional Land Surveyor
State of Texas No. 5300



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.

G&R SURVEYING PROJECT NO. 23157 ATTACHMENTS: 23241_GR-ANNEX-EX

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