

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
VERONA TOWNHOMES PUD OWNER**

THIS MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the _____ day of _____, 2023, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Verona Finance LLC, a Delaware 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 71.64 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 "Verona Townhomes PUD 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; and

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 Jonah Water Special Utility District (the “District”) and water service is available and will 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 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 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 compromising 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.

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

VERONA FINANCE LLC:

By: 
Salomon Martinez Jr., President

Date: 4-18-23

**HOLT CARSON, INC.
PROFESSIONAL LAND SURVEYORS**

1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TELEPHONE: (512) 442-0990
www.hciaustin.com
FIRM No. 10050700

RECEIVED

JAN 03 2023

CITY OF ROUND ROCK
PLNG & DEV SERVICES

FIELD NOTE DESCRIPTION OF 71.64 ACRES OF LAND OUT OF THE HENRY MILLARD SURVEY ABSTRACT No. 452 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (71 ½ ACRE) TRACT OF LAND DESCRIBED AS "TRACT ONE" IN SPECIAL WARRANTY DEED TO GWENDOLYN OLSON AYRES AND PAULA OLSON GODINICH BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT No. 2018039073 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped iron rod (marked "RJ Surveying") in the South line of the Henry Millard Survey Abstract No. 452 and in the North line of the William Dunn Survey Abstract No. 196 for the Southwest corner of that certain (71 ½ acre) tract of land as conveyed to Gwendolyn Olson Ayres and Paula Olson Godinich by Special Warranty Deed recorded in Document No. 2018039073 of the Official Public Records of Williamson County, Texas, and for the Southeast corner of Lot 93, Block E, Siena Section 31, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 201903228 of the Official Public Records of Williamson County, Texas, and being the Southwest corner and **PLACE OF BEGINNING** of the herein described tract of land, and from which a ½" iron rod found for the Northwest corner of that certain (10.0062 acre) tract of land as conveyed to Russell D. Lewis and Lisa Lewis by deed recorded in Volume 2518 Page 130 of the Official Public Records of Williamson County, Texas, bears S 67 deg. 53' 33" W 72.69 ft., and also from which a ½" iron rod found at a very old fence corner post for the Northeast corner of that certain (99.27 acre) tract of land as conveyed to R.W. McMinn and wife, Earlette McMinn by deed recorded in Volume 668 Page 714 of the Deed Records of Williamson County, Texas, and for the Northeast corner of said Lewis (10.0062 acre) tract, bears N 68 deg. 37' 55" E 312.27 ft.;

THENCE with the West line of said Ayres and Godinich (71 ½ acre) tract and with the East lines of Siena Section 31 and Siena Section 14, respectively, according to the maps or plats of record in Document No. 2019103228 and Document No. 2020023552 of the Official Public Records of Williamson County, Texas, N 21 deg. 37' 43" W, passing multiple capped iron rods found (marked "RJ Surveying") for various lots in said subdivisions, and at 2512.62 ft. passing a capped iron rod found (marked "RJ Surveying") for the Northeast corner of Lot 63, in Block UU of said Siena Section 14, and continuing with the same bearing for a total distance of 2518.14 ft. to a 5/8" iron rod set with an aluminum cap imprinted with "Holt Carson, Inc" in the

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approximate center of an eighteen feet (18') wide Lane, (as mentioned in Volume 587 Page 949 of the Deed Records of Williamson County, Texas), for the Northwest corner of said Ayres and Godinich (71 ½ acre) tract and being the Northwest corner of this tract of land, and from which a ½" iron rod found in the North line of said Lane and for an angle corner in the South line of that certain (196.96 acre) tract of land as conveyed to Truett F. Pritchard and wife, Louise H. Pritchard by deed recorded in Volume 894 Page 855 of the Deed Records of Williamson County, Texas, bears N 81 deg. 17' 38" W 15.89 ft. (direct tie);

THENCE with the center of said Lane and with the North line of said Ayres and Godinich (71 ½ acre) tract, N 68 deg. 30' 56" E 1238.73 ft. to a capped iron rod found (marked "Forest") for the Northeast corner of said Ayres and Godinich (71 ½ acre) tract and for the Northwest corner of that certain (100 acre) tract of land as conveyed to Marshall Ford and wife, Ruby Ford by deed recorded in Volume 459 Page 157 of the Deed Records of Williamson County, Texas, and for the Southwest corner of that certain (75 acre) tract of land as conveyed to Tom Noren and wife, Norma Noren by deed recorded in Volume 781 Page 247 of the Deed Records of Williamson County, Texas, and being the Northeast corner of this tract of land, and from which a ½" iron rod found at a fence corner post in the West line of said Noren (75 acre) tract for the Northeast corner of said Pritchard (196.96 acre) tract bears N 21 deg. 29' 37" W 1340.98 ft., and also from which a point near a fence corner post and a double 15" Hackberry tree for the Southeast corner of said Pritchard (196.96 acre) tract bears N 21 deg. 29' 37" W 9.2 ft.;

THENCE leaving the center of said Lane with the common line of said Ayres and Godinich (71 ½ acre) tract and said Ford (100 acre) tract, S 21 deg. 38' 41" E 2518.89 ft. to a 5/8" iron rod set with an aluminum cap imprinted with "Holt Carson, Inc." in the South line of the Henry Millard Survey Abstract No. 452 and in the North line of the William Dunn Survey Abstract No. 196 for the Southeast corner of said Ayres and Godinich (71 ½ acre) tract and for the Southwest corner of said Ford (100 acre) tract and being the Southeast corner of this tract of land, and from which a ½" iron rod found at a fence corner post in the West line of Williams County Road No. 118 and in the South line of said Ford (100 acre) tract and for an angle corner in the North line of that certain (169.307 acre) tract of land as conveyed to Richard K. Ma and John F. Matthews by deed recorded in Volume 760 Page 676 of the Deed Records of Williamson County, Texas, bears N 68 deg. 33' 00" E 1686.03 ft., and also from which a point for the Southeast corner of the Henry Millard Survey Abstract No. 452 and for the Southeast corner of said Ford (100 acre) tract bears N 68 deg. 33' 00" E 1732.82 ft.;

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THENCE with the South line of the Henry Millard Survey Abstract No. 452 and the North line of the William Dunn Survey Abstract No. 196 and with the South line of said Ayres and Godinich (71 ½ acre) tract, S 68 deg. 33' 00" W at 233.71 ft. passing a ½" iron rod found in the North line of that certain (5.00 acre) tract of land as conveyed to James T. Repass and wife, Geraldine A. Repass by deed recorded in Volume 2176 Page 749 of the Official Public Records of Williamson County, Texas, being 0.81 ft. North of this line, and at 399.35 ft. passing a ½" iron rod found at the Northwest corner of said Repass (5.00 acre) tract, being 0.83 ft. North of this line, and continuing with the same bearing for a total distance of 1239.45 ft. to the **PLACE OF BEGINNING**, containing 71.64 acres of land.

SURVEYED: April 5, 2022



Holt Carson
Registered Professional Land Surveyor No. 5166



see accompanying map: B 1111064

