

Exhibit "A"

Property Description

37.43 acres of land out of the Robert McNutt Survey, Abstract No. 422, located south of CR 122 and west of CR 110, and the adjacent 3.32 acre portions of the CR 122 and CR 110 right-of-way.

[See attached map.]

Exhibit "A"



Exhibit "B"

Annexation Petition

ANNEXATION PETITION

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

The undersigned owners of the hereinafter described tracts of land hereby petition your Honorable City Council to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the following described territory, to-wit:

- 17.56 acres out of the Robert McNutt Survey Abstract No. 422 in Williamson County, Texas
- Tract One – 7.98 acres – Exhibit A1
- Tract Two – 6.04 acres – Exhibit A2
- Tract Three – 3.54 acres – Exhibit A3

And being more particularly described in the sketch and description attached hereto as Exhibits "A1," "A2," and "A3."

I hereby certify, under oath, that:

- (1) Robert Aday and Shelli Aday are the true and only owners of the above-described tracts of land, and
- (2) The above-described tracts of land, as depicted in Exhibits "A1," "A2," and "A3" are contiguous and adjacent to the current city limits of the City of Round Rock, Texas.

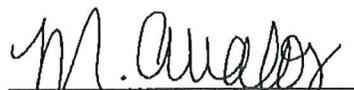

Robert Aday, Owner

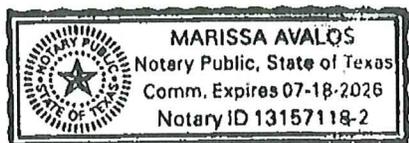

Shelli Aday, Owner

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by Robert Aday and Shelli Aday this 22 day of March, 2023.

(Seal)


Notary Public, State of Texas



ANNEXATION PETITION

TO THE MAYOR AND THE CITY COUNCIL OF THE
CITY OF ROUND ROCK, TEXAS:

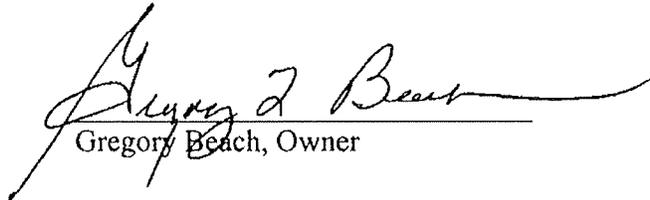
The undersigned owners of the hereinafter described tract of land hereby petition your Honorable City Council to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the following described territory, to-wit:

4.002 acres out of the Robert McNutt Survey Abstract No. 422 in Williamson County,
Texas

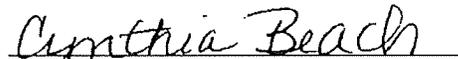
And being more particularly described in the sketch and description attached hereto as Exhibit
“A.”

I hereby certify, under oath, that:

- (1) Gregory Beach and Cynthia Beach are the true and only owners of the above-described tract of land, and
- (2) The above-described tract of land, as depicted in Exhibit “A,” is contiguous and adjacent to the current city limits of the City of Round Rock, Texas.



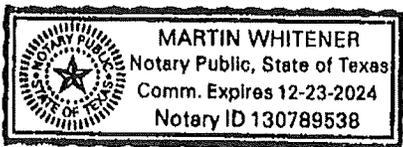
Gregory Beach, Owner



Cynthia Beach, Owner

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by Gregory Beach and
Cynthia Beach this 21 day of March, 2023.

(Seal) 



Notary Public, State of Texas

LEGAL DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE ROBERT MCNUITT SURVEY, ABSTRACT NUMBER 422, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 4.002 ACRE TRACT OF LAND, DESCRIBED BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO GREGORY L. BEACH, ET UX CYNTHIA R. BEACH, RECORDED IN DOCUMENT NUMBER 9745107, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod (controlling monument) found for the Northwest corner of said 4.002 acre tract of land, and being the Northeast corner of that certain called 11.58 acre tract of land, described as Tract 2, by deed to Stephen J. Vreeland and wife, Natalie B. Vreeland, recorded in Document Number 9745107, Official Records, Williamson County, Texas, and also being in the South right-of-way line of North County Road 122 (N. CR 122; variable width right-of-way; no deed information found);

THENCE North 87°55'40" East, with the North line of said 4.002 acre tract of land, and the South right-of-way line of said N. CR 122, a distance of 168.42 feet to a point for the Northeast corner of said 4.002 acre tract of land, and being the Northwest corner of that certain called 4.998 acre tract of land described by deed to Robert T. Aday, recorded in Document Number 2021152968, Official Public Records, Williamson County, Texas;

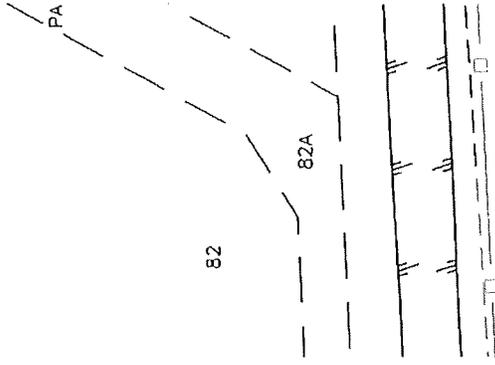
THENCE South 01°27'22" East, with the East line of said 4.002 acre tract of land and the West line of said 4.998 acre tract of land, a distance of 1,035.75 feet to a 1/2-inch iron rod (controlling monument) found for the Southeast corner of said 4.002 acre tract of land and the Southwest corner of said 4.998 acre tract of land;

THENCE South 88°15'35" West, with the South line of said 4.002 acre tract of land, a distance of 168.08 feet to a 1/2-inch iron rod (controlling monument) for the Southwest corner of said 4.002 acre tract of land, and being the Southeast corner of said 11.58 acre Tract 2;

THENCE North 01°28'28" West, with the West line of said 4.002 acre tract of land and the East line of said 11.58 acre tract of land, a distance of 1,034.78 feet to the POINT OF BEGINNING and containing 4.00 acres (174,176 sq.ft.) of land.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- b. Rights of Parties in Possession. (Owner Policy)
- c. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those



ANNEXATION PETITION

TO THE MAYOR AND THE CITY COUNCIL OF THE
CITY OF ROUND ROCK, TEXAS:

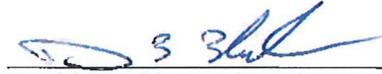
The undersigned owner of the hereinafter described tract of land hereby petition your Honorable City Council to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the following described territory, to-wit:

11.58 acres out of the Robert McNutt Survey Abstract No. 422 in Williamson County, Texas

And being more particularly described in the sketch and description attached hereto as Exhibit "A."

I hereby certify, under oath, that:

- (1) Blackburn Communities, LLC is the true and only owner of the above-described tract of land, and
- (2) The above-described tract of land, as depicted in Exhibit "A," is contiguous and adjacent to the current city limits of the City of Round Rock, Texas.



David Blackburn, Owner

STATE OF Mississippi §
COUNTY OF Lafayette §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by David Blackburn
this 22 day of March, 2023.

(Seal)





Notary Public, State of ms

ANNEXATION PETITION

TO THE MAYOR AND THE CITY COUNCIL OF THE
CITY OF ROUND ROCK, TEXAS:

The undersigned owners of the hereinafter described tract of land hereby petition your Honorable
City Council to extend the present city limits so as to include as a part of the City of Round Rock,
Texas, the following described territory, to-wit:

4.29 acres out of the Robert McNutt Survey Abstract No. 422 in Williamson County,
Texas

And being more particularly described in the sketch and description attached hereto as
Exhibit "A."

I hereby certify, under oath, that:

- (1) Leroy Starnes and Barbara Starnes are the true and only owners of the above-described tract of land, and
- (2) The above-described tract of land, as depicted in Exhibit "A," is contiguous and adjacent to the current city limits of the City of Round Rock, Texas.

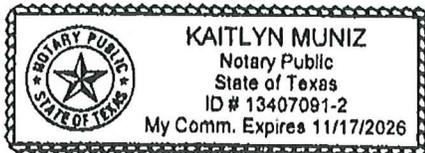
Leroy Starnes
Leroy Starnes, Owner

Barbara Starnes
Barbara Starnes, Owner

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by Leroy Starnes and Barbara Starnes this 22 day of March, 2023.

(Seal)



Kaitlyn Muniz
Notary Public, State of Texas

Exhibit "C"

Services Agreement

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
SETTLERS PARK JUNCTION OWNERS**

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 Gregory and Cynthia Beach, Blackburn Communities, LLC, Robert and Shelli Aday, and Leroy and Barbara Starnes (collectively 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 37.43 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 filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "Settlers Park Junction 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 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 Owners’ 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 comprising 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

SETTLERS PARK JUNCTION OWNER:

Leroy and Barbara Starnes

Leroy Starnes

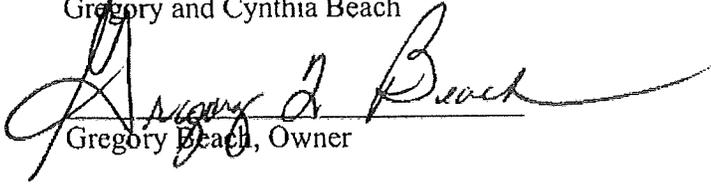
Leroy Starnes, Owner

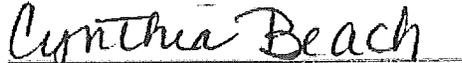
Barbara Starnes

Barbara Starnes, Owner

SETTLERS PARK JUNCTION OWNER:

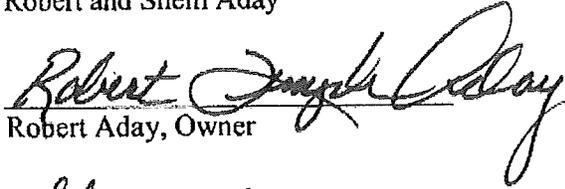
Gregory and Cynthia Beach


Gregory Beach, Owner


Cynthia Beach, Owner

SETTLERS PARK JUNCTION OWNER:

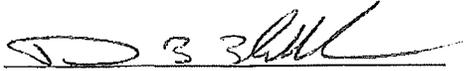
Robert and Shelli Aday


Robert Aday, Owner


Shelli Aday, Owner

SETTLERS PARK JUNCTION OWNER:

Blackburn Communities, LLC

A handwritten signature in black ink, appearing to read 'D B Blackburn', written over a horizontal line.

David Blackburn, Owner

Exhibit "A"



Exhibit "D"

Order to Annex 3.32 Acre Portions of CR 122 and CR 110

ORDER REGARDING ANNEXATION BY THE CITY OF ROUND ROCK, TEXAS OF
PORTIONS OF COUNTY ROAD 122 AND COUNTY ROAD 110 RIGHT OF WAY

WHEREAS, Williamson County (the "County") owns and/or maintains a portion of CR 122 east of Athea Lane and west of CR 110; and

WHEREAS, the County also owns and/or maintains a portion of CR 110 south of CR 122 and north of Mozart Street; and

WHEREAS, the City of Round Rock, Texas (the "City") is in the process of annexing or has already annexed certain properties abutting portions of CR 122 and CR 110; and

WHEREAS, the City desires to also annex portions of CR 122 and CR 110, described as Tracts 1, 2, 3, 4, and 5 in Exhibit "A"; and

WHEREAS, Section 43.1055 now allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas, does hereby order the following:

The County hereby requests that the City of Round Rock annex those portions of CR 122 and CR 110, described as Tracts 1, 2, 3, 4, and 5 in Exhibit "A," attached hereto and incorporated herein, into the city limits of Round Rock, Texas.

SIGNED this 4 day of April, 2023.


Bill Gravell (Apr 4, 2023 11:24 CDT)

Bill Gravell Jr.
County Judge

Exhibit "A"

