

EXHIBIT

“A”

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

**AND
19 ROUNDVILLE LANE OWNER**

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 Alpha Westinghouse Ventures, 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 6.991 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 “Alpha Paving 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. 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 and nonresidential collection.
- 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: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie Sandre, City Attorney

OWNER:

ALPHA WESTINGHOUSE VENTURES, LLC
a Texas limited liability company

By: 

Name: D. Andrew Kim

Title: Managing Member

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FIELD NOTES

JOB NO. 15175

DATE: MAY 3, 2024

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Field notes to accompany exhibit.

6.991 ACRES

BEING 6.991 ACRES OF LAND, MORE OR LESS, OUT OF THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CALLED THE REMAINDER OF 7.49 ACRES AS CONVEYED TO ALPHA WESTINGHOUSE VENTURES, L.L.C., AND RECORDED IN DOCUMENT NO. 2015046891, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON MAY 3RD, 2024, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with pink cap stamped "TLS" set in the south line of Roundville Lane, marking the southwest corner of that tract called 0.505 of an acre as conveyed to the City of Round Rock, Texas, and recorded in Document No. 2019030213, of said Official Public Records, also found in the east line of Lot 2 out of the Rock at Roundville Subdivision, said plat recorded in Document No. 2018069003, also found in the west line of said 7.49 acre tract, for the northwest corner of the herein described tract, from which a 1/2 inch iron rod found, marking the northwest corner of said 0.505 acre tract, also marking the northwest corner of said 7.49 acre tract, also marking the northeast corner of said Lot 2, bears N 54°03'26" W, 22.06 feet;

THENCE: with the south line of said Roundville Lane, the south line of said 0.505 acre tract, and crossing said 7.49 acre tract the following eleven (11) courses:

1. **N 66°25'42" E, 93.39 feet** to an x set in concrete, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
2. **S 23°30'39" E, 12.27 feet** to a 1/2 inch iron rod with pink cap stamped "TLS" set, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
3. **N 66°31'44" E, 14.41 feet** to a 1/2 inch iron rod with pink cap stamped "TLS" set, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
4. **N 27°24'01" E, 19.53 feet** to a 1/2 inch iron rod with pink cap stamped "TLS" set, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
5. **N 66°25'42" E, 301.61 feet** to an x set in concrete, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
6. **N 74°53'44" E, 53.39 feet** to an x set in concrete, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
7. **N 66°27'01" E, 40.38 feet** to an x set in concrete, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
8. **N 23°32'14" W, 7.78 feet** to an x set in concrete, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
9. **N 66°27'46" E, 115.54 feet** to a mag nail set in asphalt, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;

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DATE: MAY 3, 2024

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Field notes to accompany exhibit.

10. **N 54°07'53" W, 4.38 feet** to an x set in concrete, marking an angle point of said 0.505 acre tract, for an angle point of the herein described tract;
11. **N 66°27'50" E, 602.41 feet** to a 1/2 inch iron rod with pink cap stamped "TLS" set, marking the southeast corner of said 0.505 acre tract, set in the west line of Lot 1, out of Glen Ellyn, Section 2, said plat recorded in Document No. 2017078137, of said Official Public Records, also set in the east line of said 7.49 acre tract, for the northeast corner of the herein described tract, from which a 5/8 inch iron rod found, marking the northeast corner of said 0.505 acre tract, also marking the northeast corner of said 7.49 acre tract, bears N 27°31'24" E, 23.90 feet;

THENCE: **S 27°31'24" W, 523.63 feet** with the west line of said Glen Ellyn, Section 2 and the east line of said 7.49 acre tract to a 1/2 inch iron rod found, marking an angle point of said Glen Ellyn, Section 2, also marking the northeast corner of A.W. Grimes Townhomes, said plat recorded in Document No. 2022061902, of said Official Public Records, for the southeast corner of said 7.49 acre tract and the herein described tract, from which an iron rod with yellow cap stamped "Jones Carter" found, marking the southwest corner of said Glen Ellyn, Section 2, also marking the southeast corner of said A.W. Grimes Townhomes, bears S 27°44'58" W, 1099.32 feet;

THENCE: **S 66°27'29" W**, with the north line of said A.W. Grimes Townhomes and the south line of said 7.49 acre tract at 102.19 feet passing a 5/8 inch iron rod found, continuing in all **634.08 feet** to a 1/2 inch iron rod found, marking the southeast corner of the O'Reilly Subdivision, said plat recorded in Cabinet GG, Slide 276, Plat Records, Williamson County, Texas, for the southwest corner of said 7.49 acre tract and the herein described tract, from which a 1/2 inch iron rod found, marking the southeast corner of said O'Reilly Subdivision, also marking the southwest corner of said A.W. Grimes Townhomes, bears S 66°27'39" W, 574.26 feet;

THENCE: **N 54°09'43" W, 199.72 feet** with the east line of said O'Reilly Subdivision and the west line of said 7.49 acre tract to a 1/2 inch iron rod found, marking the northeast corner of said O'Reilly Subdivision, also marking the southeast corner of said Rock at Roundville Subdivision, for an angle point of said 7.49 acre tract and the herein described tract, from which a mag nail found, marking the northwest corner of said O'Reilly Subdivision, also marking the southwest corner of said Rock at Roundville Subdivision, bears S 66°29'04" W, 576.24 feet;

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THENCE: **N 54°03'26" W, 177.96 feet** with the east line of said Rock at Roundville Subdivision and the west line of said 7.49 acre tract to the **PLACE OF BEGINNING**, containing 6.991 acres of land, more or less.

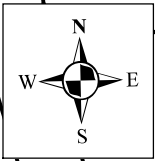
Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83

WCS 5-16-2024
William C. Stewart, RPLS No. 5785
State of Texas



Texas Land Surveying, Inc.

-A Land Survey Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPLS FIRM No. 10056200



Louis Henna Blvd

Subject Tracts
6.991 ac.

Roundville Ln

S A W Grimes Blvd

Glenn Dr

CORR City Limit
Pflugerville City Limit

