

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
PRISM CONSTRUCTION LLC & DECICORN LLC AND AUSTIN ROUND
ROCK 20, LP**

THIS MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the day of _____, 2022, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and PRISM CONSTRUCTION LLC & DECICORN LLC and AUSTIN ROUND ROCK 20, LP (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 Owner owns a certain parcel of land situated in Williamson County, Texas, which consists of approximately 21.14 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 "Discovery Tract" (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; 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 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.

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

AUSTIN ROUND ROCK 20, LP:

By: 

Krishna Nimmagadda, Manager

Date: 10/25/2022

PRISM CONSTRUCTION LLC

By: *A Sreedhar*

Name: Sreedhar Aaloori

Title: Partner

Date: 11/01/2022

DECICORN LLC:

T Sudhakar

By:

SUDHAKAR TADIBOLINA, MANAGER/OWNER
Name, Title

Date: 10/31/2022

Exhibit "A"

Property Description

21.41 acres of land out of the Henry Millard Survey, Abstract No. 452, located south of University Boulevard and east of CR 110.

[See attached map.]

LEGAL DESCRIPTION

Being 21.414 acres of land situated in the Henry Willard Survey, Abstract No. 452, Williamson County, Texas, being all of that certain tract of land described in the deed to Prism Construction, LLC, recorded in Document No. 2022055464, Official Public Records, Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of the tract being described herein of a 1/2-inch capped iron rod stumped T1S found in a North line of that certain called 16,916 acre tract of land described in the deed to K&B Home LONE STAR, INC., recorded in Document No. 2022036123, Official Public Records, Williamson County, Texas, and the Northwest corner of said 21.41 acre tract of land and the Southwest corner of that certain called 10.01 acre tract of land, described in the deed to High Rock Business Park Condo, recorded in Document No. 2018016247, Official Public Records, Williamson County, Texas, from which a 1/2-inch capped iron rod found for reference bears N69°41'17"E, a distance of 21,222 feet;

THENCE S68°22'29"W, with the South line of said 21.41 acre tract of land, a North line of said 16,916 acre tract of land, the North line of the remainder of that certain called 0.985 acre tract of land described in the deed to Prism Construction, LLC, recorded in Document No. 2021089842, Official Public Records, Williamson County, Texas, the North line of Salerno, Phase 2, Amended Plat, according to the plat thereof recorded in Document No. 2022097129, Official Public Records, Williamson County, Texas, and the North line of Salerno, Phase 1, Amended Plat, recorded in Document No. 2022043560, Official Public Records, Williamson County, Texas, a distance of 2926.57 feet to a 1/2-inch capped iron rod stumped T1S found in the East right-of-way line of County Road 110 for the corner of said Salerno, Phase 1;

THENCE N21°16'13"W, with the East right-of-way line of said County Road 110 and the West line of said 21.41 acre tract of land, a distance of 30.04 feet to a 1/2-inch capped iron rod stumped T1S found for the Southwest corner of that certain called 25.97 acre tract of land described in the deed to JSL North Investments, LLC, recorded in Document No. 2006067193, Official Public Records, Williamson County, Texas and the most Westerly Northwest corner of said 21.41 acre tract of land;

THENCE N68°33'31"E, with a North line of said 21.41 acre tract of land and the East line of said 25.97 acre tract of land, a distance of 1784.20 feet to a 1/2-inch capped iron rod found for the Northeast corner of said 21.41 acre tract of land and the Southwest corner of said 25.97 acre tract of land;

THENCE N21°22'27"W, with a West line of said 21.41 acre tract of land and the East line of said 25.97 acre tract of land, a distance of 25.97 feet to a 1/2-inch capped iron rod found for the Southwest corner of that certain called 25.97 acre tract of land described in the deed to JSL North Investments, LLC, recorded in Document No. 2017057905, Official Public Records, Williamson County, Texas;

THENCE N21°19'14"W, continuing with said West line and the East line of said 25.97 acre tract of land (JSL North Investments), passing the Northeast corner thereof and continuing for a total distance of 532.81 feet to a 1/2-inch iron rod found in the South right-of-way line of University Boulevard for the most Northerly Northwest corner of said 21.41 acre tract of land;

THENCE with the South right-of-way line of said University Boulevard for the most Northerly Northwest corner of said 21.41 acre tract of land, the following (5) (4) courses and distances:

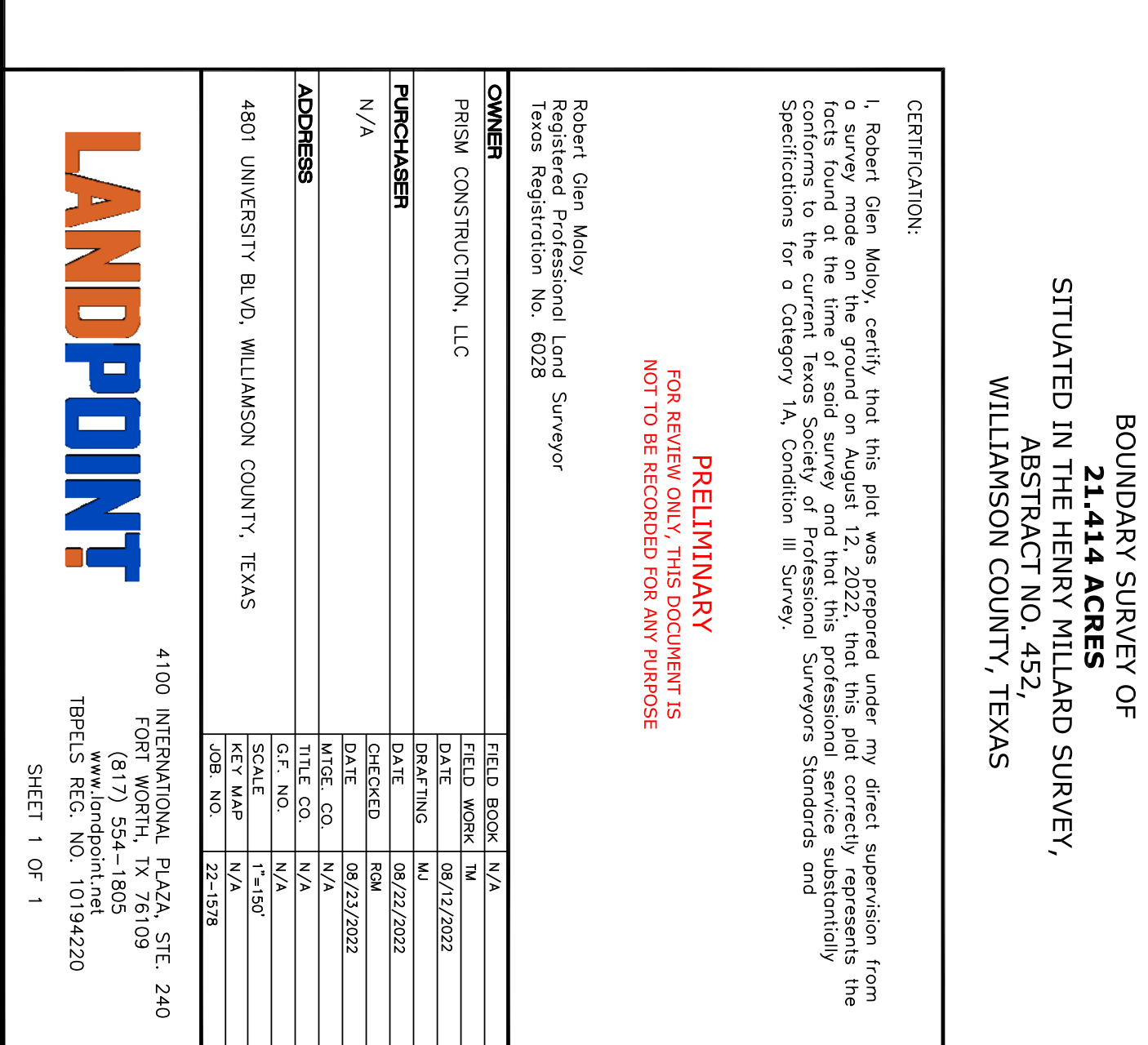
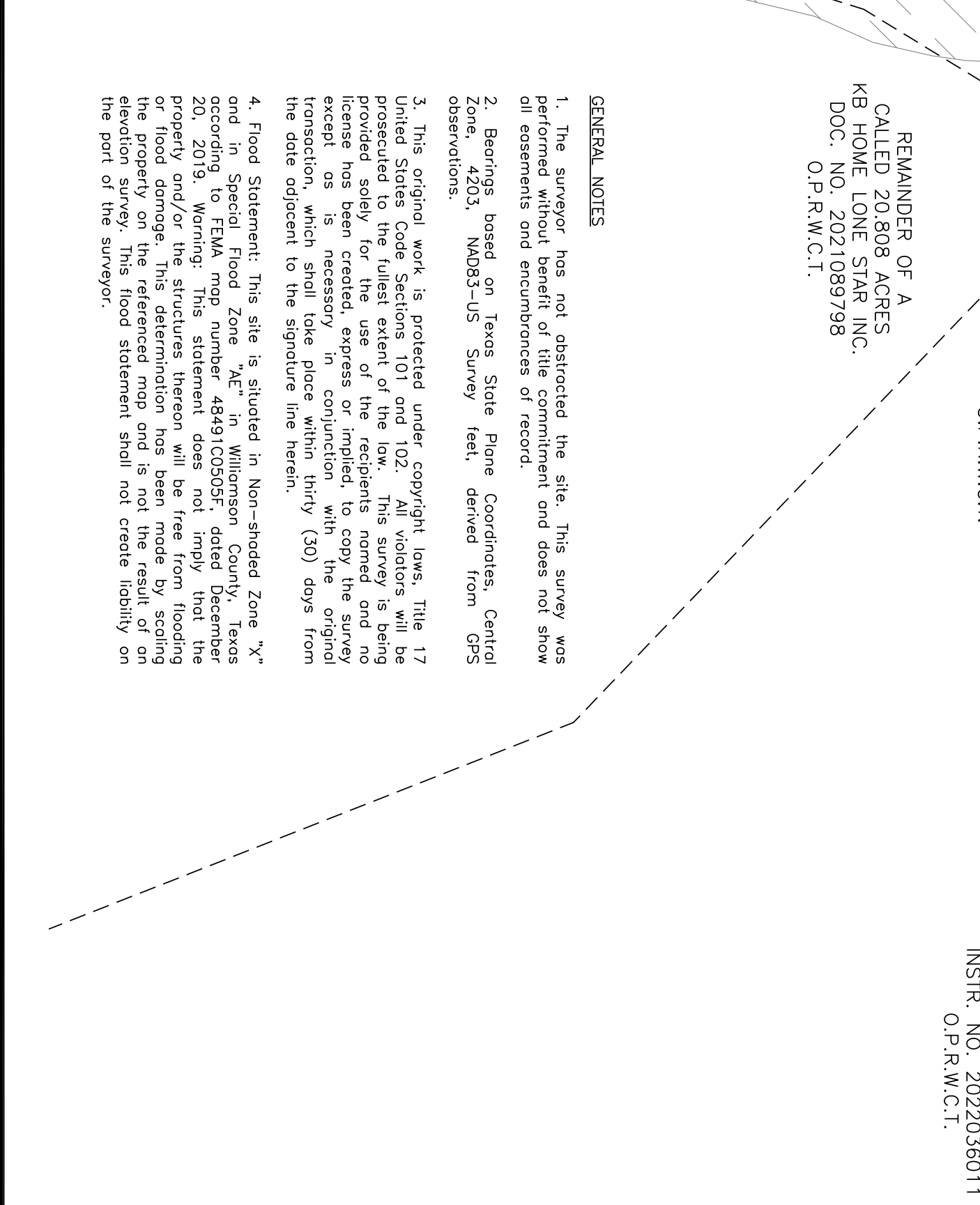
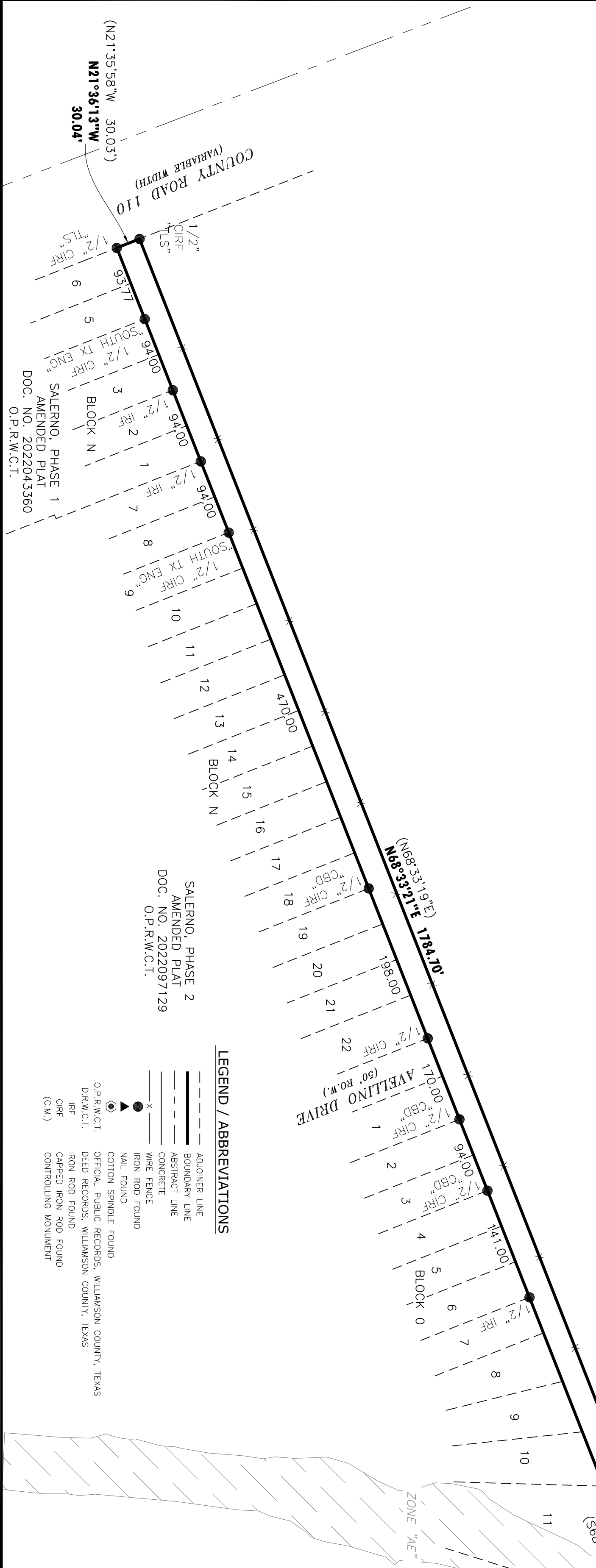
N70°42'21"E, a distance of 13.59 feet to a 1/2-inch capped iron rod stumped T1S found for corner;

N68°33'04"E, a distance of 4.64 feet to a 1/2-inch capped iron rod stumped T1S found for the beginning of a curve to the right;

With said curve to the right, on arc length of 489.29 feet, a distance of 10.01 feet to a 1/2-inch capped iron rod found at the end of said curve;

N71°58'40"E, a distance of 222.53 feet to a 1/2-inch capped iron rod stumped T1S found for the Northeast corner of said 21.41 acre tract of land and the Northwest corner of said 10.01 acre tract of land;

THENCE S21°17'26"E, with the East line of said 21.41 acre tract of land and the West line of said 10.01 acre tract of land, a distance of 1171.43 feet to the POINT OF BEGINNING and containing 21.414 acres of land.



PRO-BUILD REAL ESTATE HOLDINGS, LLC
 CALLED 25.97 ACRES
 DOC. NO. 2017057905
 O.P.R.W.C.T.

JSL NORTH INVESTMENTS, LLC
 CALLED 25.97 ACRES
 DOC. NO. 2006067193
 O.P.R.W.C.T.

PRISM CONSTRUCTION, LLC
 CALLED 21.414 ACRES
 DOC. NO. 2022055464
 O.P.R.W.C.T.

HENRY WILLARD SURVEY
 ABSTRACT NO. 452

REMAINDER OF A
 CALLED 0.985 ACRES
 KB HOME LONE STAR INC.
 DOC. NO. 2021089842
 O.P.R.W.C.T.

REMAINDER OF A
 CALLED 16,916 ACRES
 KB HOME LONE STAR INC.
 DOC. NO. 2022036123
 O.P.R.W.C.T.

REMAINDER OF A
 CALLED 34,787 ACRES
 KB HOME LONE STAR, INC
 INSTR. NO. 2022036011
 O.P.R.W.C.T.

CALLLED 10.01 ACRES
 HIGH ROCK
 BUSINESS PARK CONDO
 DOC. NO. 2018016247
 O.P.R.W.C.T.

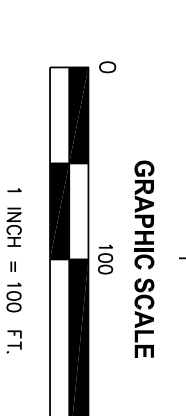
CALLLED 16,916 ACRES
 KB HOME LONE STAR INC.
 DOC. NO. 2022036125
 O.P.R.W.C.T.

LEGEND / ABBREVIATIONS

- ADJOINER LINE
- BOUNDARY LINE
- ABSTRACT LINE
- CONCRETE
- IRON ROD FOUND
- NAIL FOUND
- COTTON SPINDLE FOUND
- OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- D.E.M.W.C.T.
- DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- IRON ROD FOUND
- NAIL FOUND
- OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- D.E.M.W.C.T.
- DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- IRON ROD FOUND
- NAIL FOUND
- CONTROLLING MONUMENT

GENERAL NOTES

1. The surveyor has not abstracted the site. This survey was performed without benefit of title commitment and does not show all easements and encumbrances of record.
2. Bearings based on Texas State Plane Coordinates, Central observations, NAD83-US Survey feet, derived from GPS observations.
3. This original work is protected under copyright laws. Title 17 United States Code, Section 102. This survey is being provided solely for the use of the recipients named and no other use is intended. Any other use, in whole or in part, except as is necessary in conjunction with the original transaction, which shall take place within thirty (30) days from the date adjacent to the signature line herein.
4. Flood Statement: This site is situated in Non-shaded Zone "X" and in Special Flood Zone "AE" in Williamson County, Texas according to FEMA map number 48491C0505F, dated December 2005. The site is not in a flood zone. The surveyor is not responsible for property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an inspection of the property. The statement shall not create liability on the part of the surveyor.



BOUNDARY SURVEY OF
21.414 ACRES
 SITUATED IN THE HENRY WILLARD SURVEY,
 ABSTRACT NO. 452,
 WILLIAMSON COUNTY, TEXAS

1. Robert Glen Moyn, certify that this plat was prepared under my direct supervision from facts found at the time of said survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition III Survey.

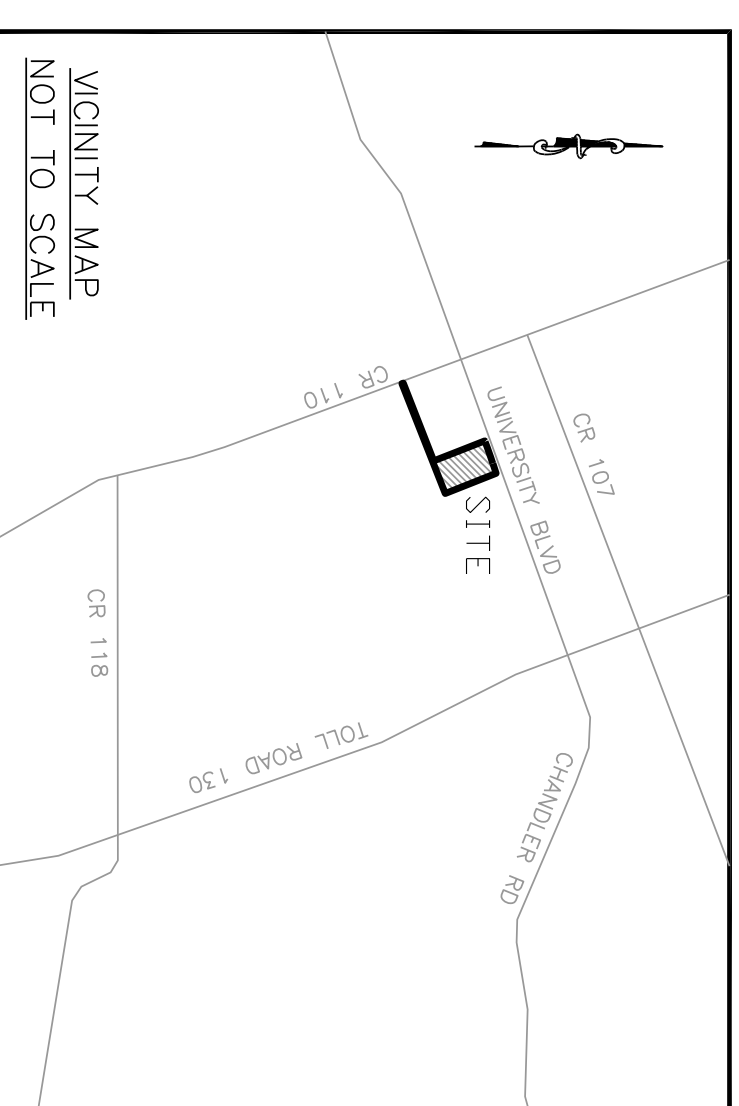
PRELIMINARY
 FOR EXHIBIT ONLY. THIS DOCUMENT IS
 NOT TO BE RECORDED FOR ANY PURPOSE

Robert Glen Moyn
 Registered Professional Land Surveyor
 Texas Registration No. 6028

OWNER
 PRISM CONSTRUCTION, LLC

PURCHASER
 N/A

ADDRESS
 4801 UNIVERSITY BLVD, WILLIAMSON COUNTY, TEXAS



CALLLED 10.01 ACRES
 HIGH ROCK
 BUSINESS PARK CONDO
 DOC. NO. 2018016247
 O.P.R.W.C.T.

CALLLED 16,916 ACRES
 KB HOME LONE STAR INC.
 DOC. NO. 2022036125
 O.P.R.W.C.T.

LANDPOINT

4100 INTERNATIONAL PLAZA, STE. 240
 FORT WORTH, TEXAS 76117-5541-1805
 WWW.LANDPOINT.NET
 TBP&LS REG. NO. 10194220
 SHEET 1 OF 1