

EXHIBIT

“A”

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.**

This MUNICIPAL SERVICES AGREEMENT (the “Agreement”) is entered into on the _____ day of _____, 2025, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the “City”), and Nelson Homestead Family Partnership, Ltd., a Texas limited partnership (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 2.673 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 “Nelson 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 Republic Services (f/k/a “Central Texas Refuse”) 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.

[Signatures on the following pages.]

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie Sandre, City Attorney

OWNER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

a Texas limited partnership

By: Nelson Homestead Management, LLC

a Texas limited liability company

its general partner

By:


John C. Nelson, Manager

EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION OF A 2.673 ACRE TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMAINDER OF A CALLED 1,629.95 ACRE TRACT, CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 9824078, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.); SAID 2.673 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED "PAPE DAWSON" (GRID COORDINATES N:10,187,814.43, E:3,145,527.69) FOR THE COMMON CORNER OF SAID REMAINDER TRACT, VIZCAYA, PHASE 3C, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2018080057, O.P.R.W.C.TX., AND VIZCAYA, PHASE 3B, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017046096, O.P.R.W.C.TX., SAID POINT BEING THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED "PAPE DAWSON" BEARS SOUTH 21 DEGREES 23 MINUTES 08 SECONDS EAST, A DISTANCE OF 196.60 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 08 SECONDS WEST, WITH THE COMMON LINE OF SAID REMAINDER TRACT AND VIZCAYA, PHASE 3C, A DISTANCE OF 80.35 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" FOUND BEARS NORTH 21 DEGREES 23 MINUTES 08 SECONDS WEST, A DISTANCE OF 9.91 FEET;

THENCE OVER AND ACROSS SAID REMAINDER TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 328.89 FEET, A RADIUS OF 959.90 FEET, A DELTA ANGLE OF 19 DEGREES 37 MINUTES 52 SECONDS, AND A CHORD THAT BEARS NORTH 64 DEGREES 23 MINUTES 44 SECONDS EAST, A DISTANCE OF 327.28 FEET TO A CALCULATED POINT,
2. NORTH 54 DEGREES 34 MINUTES 48 SECONDS EAST, A DISTANCE OF 671.48 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 252.18 FEET, A RADIUS OF 1,039.90 FEET, A DELTA ANGLE OF 13 DEGREES 53 MINUTES 40 SECONDS, AND A CHORD THAT BEARS NORTH 61 DEGREES 31 MINUTES 38 SECONDS EAST, A DISTANCE OF 251.56 FEET TO A CALCULATED POINT, AND
4. NORTH 68 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 203.11 FEET TO A CALCULATED POINT ON THE COMMON LINE OF SAID REMAINDER TRACT AND A CALLED 222.20 ACRE TRACT, CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2023063688, O.P.R.W.C.TX., FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH 21 DEGREES 20 MINUTES 22 SECONDS EAST, WITH THE COMMON LINE OF SAID REMAINDER TRACT AND SAID 222.20 ACRE TRACT, A DISTANCE OF 79.99 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "FOREST RPLS 1847" FOUND BEARS SOUTH 21 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 851.99 FEET;

THENCE OVER AND ACROSS SAID REMAINDER TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 68 DEGREES 28 MINUTES 28 SECONDS WEST, A DISTANCE OF 202.85 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 232.78 FEET, A RADIUS OF 959.90 FEET, A DELTA ANGLE OF 13 DEGREES 53 MINUTES 40 SECONDS, AND A CHORD THAT BEARS SOUTH 61 DEGREES 31 MINUTES 38 SECONDS WEST, A DISTANCE OF 232.21 FEET TO A CALCULATED POINT,
3. SOUTH 54 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 671.48 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
4. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 348.46 FEET, A RADIUS OF 1,039.90 FEET, A DELTA ANGLE OF 19 DEGREES 11 MINUTES 58 SECONDS, AND A CHORD THAT BEARS SOUTH 64 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 346.83 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.673 ACRES OF LAND, MORE OR LESS.

BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83/2011. ALL DISTANCES SHOWN ARE GRID DISTANCES, U.S. SURVEY FEET.

Matt Overall

2024-12-06

MATT OVERALL, RPLS # 6864
LJA SURVEYING, INC.
7500 RIALTO BLVD, BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
TEXAS FIRM NO. 10194382



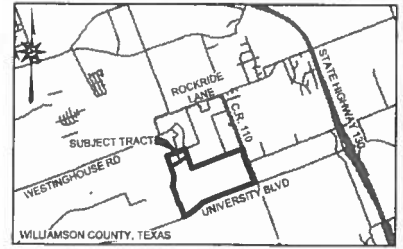
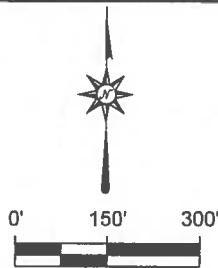
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BRIGGS_ANNEX_EXHIBIT.dwg 12/6/2024

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	328.89'	959.90	19°37'52"	N64° 23' 44"E	327.28'
C2	252.18'	1,039.90	13°53'40"	N61° 31' 38"E	251.56'
C3	232.78'	959.90	13°53'40"	S61° 31' 38"W	232.21'
C4	348.46'	1,039.90	19°11'58"	S64° 10' 47"W	346.83'

Line Table

Line #	Direction	Length
L1	N21° 23' 08"W	80.35'
L2	N54° 34' 48"E	671.48'
L3	N68° 28' 28"E	203.11'
L4	S21° 20' 22"E	79.99'
L5	S68° 28' 28"W	202.85'
L6	S54° 34' 48"W	671.48'
L7	S21° 23' 08"E	196.60'
L8	S21° 20' 22"E	851.99'
L9	N21° 23' 08"W	9.91'



VICINITY MAP
(NOT TO SCALE)

LEGEND

	CALCULATED POINT
	1/2" IRON ROD W/ CAP
	TAPE DAWSON FOUND
	1/2" IRON ROD W/ CAP
	FOREST RPLS 1847 FOUND
	BOUNDARY LINE
	ADJOINER LINE
	APPROXIMATE SURVEY LINE
	POINT OF BEGINNING
	POINT OF REFERENCE
	OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS DEED RECORDS
	WILLIAMSON COUNTY, TEXAS ANNEXATION TRACT

DEBRA KAY BRIGGS
CALLED 222.20 ACRES
DOCUMENT NO. 2023063688
O.P.R.W.C.TX.

VIZCAYA, PHASE 4D
DOCUMENT NUMBER
2018113595
O.P.R.W.C.TX.

VIZCAYA, PHASE 3C
DOCUMENT NUMBER
2018080057
O.P.R.W.C.TX.

VIZCAYA, PHASE 3B
DOCUMENT NUMBER
2017046096
O.P.R.W.C.TX.

LOT 39
LOT 38
LOT 37
LOT 36
LOT 35
LOT 34
LOT 33
LOT 32
LOT 31
LOT 30

P.O.B.
N: 10,187,814.43
E: 3,145,527.69

P.O.R.

JOSEPH MOTT SURVEY
ABSTRACT NO. 427

ANNEXATION TRACT
2.673 ACRES

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
A TEXAS LIMITED PARTNERSHIP
REMAINDER OF A
CALLED 1629.95 ACRES
DOCUMENT NUMBER 9824078
O.P.R.W.C.TX.

DESCRIBED IN
VOLUME 305, PAGE 219
D.R.W.C.TX.



Matt Overall

GENERAL NOTES

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, NAD83 (2011) EPOCH 2018
2. VERTICAL DATUM: NAVD88
3. ALL DISTANCES SHOWN ARE GRID VALUES.

MATT OVERALL REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 6864
DATE OF SURVEY: 12/06/2024

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OF 3

DATE: 12/06/2024
DRWN BY: SGC
CHKD BY: MRO
PROJ NO. A3541-2401

EXHIBIT "A"

2.673 ACRES
ANNEXATION TRACT
JOSEPH MOTT, ABSTRACT NO. 427
WILLIAMSON COUNTY, TEXAS

LJA Surveying, Inc.

7500 Rialto Blvd, Building II
Suite 100
Austin, Texas 78735

Phone 512.439.4700

T.B.P.L.S. Firm No. 10194382