

EXHIBIT

"A"

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

**AND
3809 DORIS LANE OWNERS**

This MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the 2nd day of May, 2024, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Danny A. Cruz-Posas and Vilexis A. Salas Palma, husband and wife (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 a certain parcel of land situated in Williamson County, Texas, which consists of approximately 2.500 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 "3809 Doris Lane 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.

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 currently located within the Manville Water Supply Corporation (“MWSC”) certified service area and water service is available and will be provided by MWSC upon annexation of the Property. Upon execution of a Water CCN Transfer Agreement and approval by the Texas Public Utility Commission, the City will provide water for 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 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 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: _____

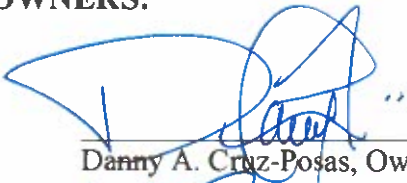
Attest:

By: _____
Meagan Spinks, City Clerk

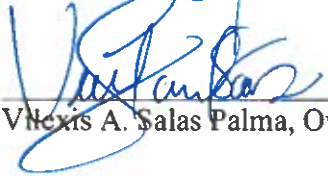
For City, Approved as to Form:

By: _____
Stephanie Sandre, City Attorney

OWNERS:

A handwritten signature in blue ink, appearing to read 'Danny Cruz-Posas', written over a horizontal line.

Danny A. Cruz-Posas, Owner

A handwritten signature in blue ink, appearing to read 'Vlexis Salas Palma', written over a horizontal line.

Vlexis A. Salas Palma, Owner

JPH Land Surveying, Inc.

D.F.W. ★ Central Texas ★ West Texas ★ Houston ★ San Antonio

EXHIBIT "A" BOUNDARY DESCRIPTION

Page 1 of 4



FIELD NOTES for a 2.500 acre tract of land situated in the John H. Randall Survey, Abstract No. 531 in Williamson County, Texas, being a portion of Lot 4, *TRI-VIEW ESTATES*, an addition to the City of Round Rock, Williamson County, Texas, recorded in Cabinet C, Slides 14-15, of the Plat Records of Williamson County, Texas, as conveyed in a General Warranty Deed to Danny A. Cruz-Posas and Vilexis A. Salas Palma (hereinafter referred to as Cruz-Posas tract), recorded under Instrument Number 2022091493, of the Official Public Records of Williamson County, Texas; the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch rebar found in the common line of said Lot 4 and Doris Lane (a 50-foot wide right-of-way per Cabinet C, Slides 14-15, of said Plat Records), at the common north corner of said Cruz-Posas tract and the tract described as 1.093 acres in a Special Warranty Deed with Vendor's Lien to Renewable Property Group, LLC, a Texas limited liability company (hereinafter referred to as Renewable Property Group tract), recorded under Instrument Number 2022091493, of said Official Public Records;

THENCE NORTH 88° 00' 06" EAST, with the common line of said Lot 4 and said Doris Lane, a distance of 251.68 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the common north corner of said Lot 4 and Lot 5A, *REPLAT OF LOT 5, TRI-VIEW ESTATES*, Cabinet O, Slide 297, of said Plat Records, from which a "+" cut in concrete found at the northeast corner of said Lot 5A bears NORTH 88° 00' 06" EAST, a distance of 122.19 feet;

THENCE SOUTH 02° 22' 01" EAST, with the common line of said Lot 4 and said Lot 5A, a distance of 432.57 feet to a 1/2 inch rebar found at the common south corner of said Lot 4 and said Lot 5A;

THENCE SOUTH 87° 57' 00" WEST, with the south line of said Lot 4, a distance of 251.75 feet to a 1/2 inch rebar found at the common south corner of said Cruz-Posas tract and the tract described as 1.25 acres in a Correction Warranty Deed to CM Collier,

<u>Dallas-Fort Worth</u>	<u>Central Texas</u>	<u>West Texas</u>	<u>Houston</u>
785 Lonesome Dove Tr. Hurst, Texas 76054 (817) 431-4971	1516 E. Palm Valley Blvd., A4 Round Rock, Texas 78664 (512) 778-5688	426 Graham Street Tuscola, Texas 79562 (325) 672-7420	11511 Katy Fwy., 515 Houston, Texas 77079 (281) 812-2242

L.P. (hereinafter referred to as CM Collier tract), recorded under Instrument Number 2004079691, of said Official Public Records;

THENCE NORTH 02° 21' 28" WEST, through the interior of said Lot 4 in part with the east lines said CM Collier tract and said Renewable Property Group tract, a distance of 432.80 feet to the **POINT OF BEGINNING**, enclosing 2.500 acres ($\pm 108,913$ square feet) of land.

**THIS DESCRIPTION SHALL NOT BE USED OR RELIED UPON
FOR CONVEYANCE PURPOSES**

Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
January 3, 2024



EXHIBIT "A"

PAGE 3 OF 4

THIS EXHIBIT SHALL NOT BE USED OR RELIED
UPON FOR CONVEYANCE PURPOSES

MONUMENTS / BEARING BASIS

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set
Monuments are found if not marked MNS or CRS.
Bearings are based on Grid North, Texas Coordinate
System of 1983, Central Zone

LEGEND OF ABBREVIATIONS

- P.R.W.C.T. Plat Records of Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas
POB/POC Point of Beginning/Point of Commencing

Chris Henderson
Registered Professional
Land Surveyor No. 6831
Chris@jphls.com
January 3, 2024



JPH Job No.

2023.393.001 3809 Doris Ln, Round Rock, Wilco.,
TX-EXHIBIT.dwg

© 2024 JPH Land Surveying, Inc. - All Rights Reserved
1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com

TBPELS Firm #10019500

DFW | Central Texas | West Texas | Houston | San Antonio

EXHIBIT SHOWING
2.500 ACRES

SITUATED IN THE
JOHN H. RANDALL SURVEY
ABSTRACT NO. 531

WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS