

Exhibit "A"

Property Description

6.68 acres of land out of the George Keith Survey Abstract No. 370, located west of SH 130 and east of CR 118.

[See attached map.]

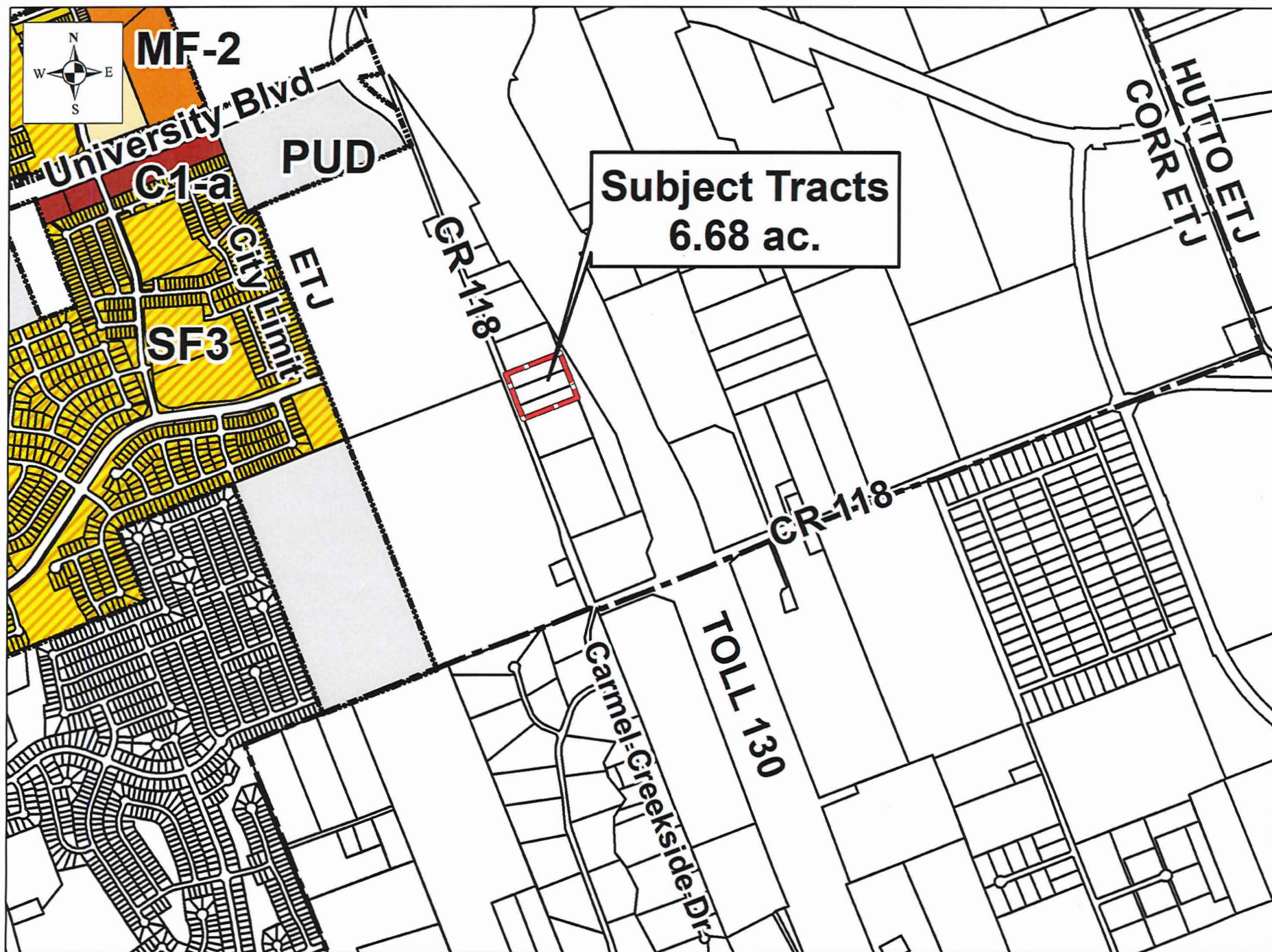


Exhibit "A"

Central Texas Refuse Transfer Station

Beginning at an approximate calculated point 3159510.97, 10185824.88 and being the northwest corner of a 6.68 acres tract and also the Northwest corner of R021295, Schuster, Michael ETUX, AW0370 Keith, G. Sur., Acres 2.345 as described in the Williamson County Official Public Records Deed Vol. 1133 Page 721.

Next, N 68-27-33 E 593.66 ft along the northern boundary of R021295, Schuster, Michael ETUX, AW0370 Keith, G. Sur., Acres 2.345, Deed Vol. 1133 Page 721.

Next, S 21-33-50 E 490.17 ft along the eastern boundaries of R021295, Schuster, Michael ETUX, AW0370 Keith G. Sur., Acres 2.345 Deed Vol. 1133 Page 721 and R021294, Tkaczyk, George G, AW0370 Keith, G. Sur., Acres 2.343, Deed 961847 and R021290, Harris Erik M and Stacey, AW0370 Keith, G. Sur., Acres 2.00, Deed 9907283.

Next, S 68-25-27 W 593.36 ft along the southern boundary of R021290, Harris Erik M and Stacey, AW0370 Keith, G. Sur., Acres 2.00, Deed 9907283.

Next, N 22-04-59 W 489.83 ft along the western boundaries of R021295, Schuster, Michael ETUX, AW0370 Keith G. Sur., Acres 2.345 Deed Vol. 1133 Page 721 and R021294, Tkaczyk, George G, AW0370 Keith, G. Sur., Acres 2.343, Deed 961847 and R021290, Harris Erik M and Stacey, AW0370 Keith, G. Sur., Acres 2.00, Deed 9907283.

Returning to the Point of Beginning for approximately 6.68 acres.

Exhibit “B”

Annexation Petitions

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:

2.345 acres out of the George Keith Survey Abstract No. 370

And being more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes.

I hereby certify, under oath, that:

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

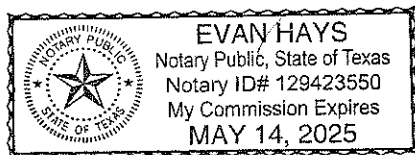

Michael Schuster, Owner

Debbie Schuster
Debbie Schuster, Owner

STATE OF TEXAS §
COUNTY OF WILLAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by Michael Schuster and Debbie Schuster this 19 day of September, 2023.

(Seal)





Notary Public, State of Texas

EXHIBIT "A"

FIELD NOTES/2.345 Acres

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING 2.345 ACRES OF LAND OUT OF THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS BEING OUT OF AND A PART OF A 39.38 ACRE TRACT CONVEYED BY DEED FROM WALTER E. BRADY TO E. C. BOUFFARD, ET AL. (B.W. & N. BUILDERS), DATED NOVEMBER 1, 1972, AS RECORDED IN VOLUME 557, PAGE 615, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin in the west line of the George Keith Survey, said point also being in the west line of the aforementioned 39.38 acre tract, and being South 19°00' East, 343.90 feet from its northwest corner. Said beginning also being the southwest corner of a certain 4.69 acre tract conveyed by Deed to Duane W. Sanders, et ux. of record in Volume 634, Page 246, of the Deed Records of Williamson County, Texas, for the northwest corner hereof;

THENCE South 19°00' East, 171.95 feet along the west line of the said 39.38 acre tract, to an iron pin found for the southwest corner hereof;

THENCE North 71°00' East, 594.00 feet of the iron pin found in the east line of the 39.38 acre tract, for the southeast corner hereof;

THENCE North 19°00' West, 171.95 feet along the said east line to an iron pin found for the northeast corner hereof;

THENCE South 71°00' West, 594.00 feet with the line of the existing fence to the PLACE OF BEGINNING and containing 2.345 acres of land, more or less.

R.J. CRENSHAW
Registered Public Surveyor
No. 2065

DATE: 1-21-85

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me; and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

FEB 4 1985



James S. Rofelstone
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
1985 FEB - 1 PM 1:41
James S. Rofelstone
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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:

2.343 acres out of the George Keith Survey Abstract No. 370

And being more particularly described in Exhibit "B," attached hereto and made a part hereof for all purposes.

I hereby certify, under oath, that:

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

George Tkaczyk
George Tkaczyk, Owner

STATE OF TEXAS §
COUNTY OF Williamson §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by George Tkaczyk this 19
day of September, 2023.

(Seal)



Notary Public, State of Texas

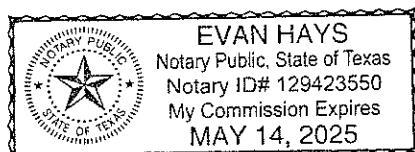


Exhibit "B"

FIELD NOTES OF 2.343 ACRES OF LAND
OUT OF THE GEORGE KEITH SURVEY,
ABSTRACT NO. 370,
WILLIAMSON COUNTY, TEXAS

ALL OF THAT 2.343 ACRES OF LAND, MORE OR LESS, OUT OF THE
GEORGE KEITH SURVEY, ABSTRACT NO. 370, IN WILLIAMSON COUNTY,
TEXAS, BEING THE SAME TRACT OF LAND DESCRIBED AS 2.341 ACRES IN
A GENERAL WARRANTY DEED FROM GEORGE C. & PATRICIA A. COSMAN TO
RICK L. DEBOER RECORDED IN VOLUME 2630, PAGE 835 OF THE
OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING BEEN
SURVEYED ON THE GROUND NOVEMBER 22, 1996, BY SNS ENGINEERING,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in the easterly Right of Way
line of County Road 118 at the northwest corner of 2.00 Acres
of land recorded in Volume 1925, Page 365 of the Official
Records of Williamson County, Texas, for the Southwest corner
of the tract herein described;

THENCE, along the easterly Right of Way line of said County
Road 118, same being the westerly line of the tract herein
described, N 18°59'09" W, for a distance of 172.04 feet to an
iron rod found for the Northwest corner of the tract herein
described, same being the southwest corner of 2.345 Acres of
land recorded in Volume 1133, Page 720 of the Official Records
of Williamson County, Texas;

THENCE, leaving the easterly Right of Way line of said County
Road 118 and along the northerly line of the tract herein
described, same being the southerly line of said 2.345 Acres,
N 71°01'05" E, for a distance of 593.66 feet to an iron rod
found in the westerly of 92.33 Acres of land recorded in Volume
2449, Page 816 of the Official Records of Williamson County,
Texas, for the Northeast corner of the tract herein described;

THENCE, following a fence along the easterly line of the tract
herein described, same being the westerly line of said 92.33
Acres, S 18°55'47" E, for a distance of 171.85 feet to an iron
rod found for the Southeast corner of the tract herein
described, same being the northeast corner of said 2.00 Acres;

THENCE, following a fence along the southerly line of the tract
herein described, same being the northerly line of said 2.00
Acres, S 71°00'00" W, for a distance of 593.49 feet to the
POINT OF BEGINNING and containing 2.343 Acres of Land, More or
Less.

SNS ENGINEERING, INC.

Leslie Vasterling
Leslie Vasterling,

Registered Professional Land Surveyor No. 1413



Doc# 9662425
Pages: 3
Date : 11-27-1996
Time : 03:25:54 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. \$ 13.00

J.P.

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:

2.00 acres out of the George Keith Survey Abstract No. 370

And being more particularly described in Exhibit "C," attached hereto and made a part hereof for all purposes.

I hereby certify, under oath, that:

- (1) Erik Harris and Stacye Harris are the true and only owners of the above-described tract of land, and
- (2) The above-described tract of land, as described in Exhibit “C,” is contiguous and adjacent to the current city limits of the City of Round Rock, Texas.



Erik Harris, Owner

Stacye Harris
Stacye Harris, Owner

Stacye Harris, Owner

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by Erik Harris and Stacye Harris this 19 day of September, 2023.



Notary Public, State of Texas

(Seal)

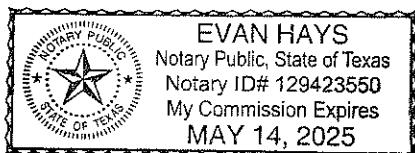


EXHIBIT "C"

BEING A TRACT OR PARCEL OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, AND BEING ALL OF A CALLED 2.00 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM JEROME W. LIGHT AND SARILYN LIGHT TO DONALD ALANIZ AND WIFE, SANDRA ALANIZ, RECORDED IN DOC# 9907283 OF THE WILLIAMSON COUNTY, DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1/2" IRON ROD FOUND FOR CORNER ON THE EAST LINE OF COUNTY ROAD NO. 118, SAID CORNER BEING THE NORTHWEST CORNER OF THE ABOVE MENTIONED 2.00 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF A CALLED 2.345 TRACT OF LAND CONVEYED TO GEORGE C. TKACZYK, RECORDED IN DOC# 9662425 WILLIAMSON COUNTY DEED RECORDS;

THENCE N 70° 59' 39" E AND WITH THE SOUTH LINE OF THE TKACZYK TRACT OF LAND A DISTANCE OF 594.06 FEET TO AN 1/2" IRON ROD FOUND FOR CORNER ON THE WEST LINE OF A CALLED 92.33 ACRE TRACT OF LAND CONVEYED TO RANDALL SENTESI, ET AL, RECORDED IN VOLUME 2449 AT PAGE 816 WILLIAMSON COUNTY DEED RECORDS;

THENCE S 18° 40' 47" E AND WITH A FENCE LINE AND THE EAST LINE OF THE SENTESI TRACT OF LAND A DISTANCE OF 146.57 FEET TO AN 1/2" IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF A CALLED 6.00 ACRE TRACT OF LAND CONVEYED TO R. D. SENTEST, RECORDED IN VOLUME 2379 AT PAGE 508 WILLIAMSON COUNTY DEED RECORDS;

THENCE S 70° 59' 10" W AND WITH A FENCE LINE AND THE NORTH LINE OF THE SENTEST CALLED 6.00 ACRE TRACT OF LAND A DISTANCE OF 593.04 FEET TO AN 1/2" IRON ROD FOUND FOR CORNER ON THE EAST LINE OF COUNTY ROAD NO. 118;

THENCE N 19° 04' 43" W AND WITH THE EAST LINE OF COUNTY ROAD NO. 118 A DISTANCE OF 146.65 FEET TO RETURN TO THE PLACE OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND.

Exhibit “C”

Services Agreement

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
CENTRAL TEXAS REFUSE TRANSFER
STATION 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 Michael and Debbie Schuster, George Tkaczyk, and Erik and Stacye Harris (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 6.68 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 "Central Texas Refuse Transfer Station 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. 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 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 compromising 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

OWNERS:

Michael and Debbie Schuster

A handwritten signature in cursive script, appearing to read "Michael Schuster", written over a horizontal line.

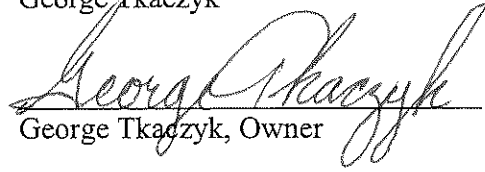
Michael Schuster, Owner

A handwritten signature in cursive script, appearing to read "Debbie Schuster", written over a horizontal line.

Debbie Schuster, Owner

OWNER:

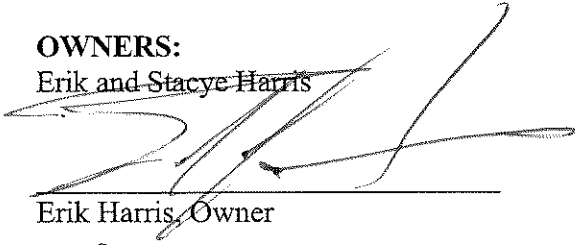
George Tkaczyk

A handwritten signature in cursive script, reading "George Tkaczyk", is written over a horizontal line. The signature is fluid and stylized, with the first letter of each word being capitalized and prominent. The line underneath the signature is a simple horizontal stroke.

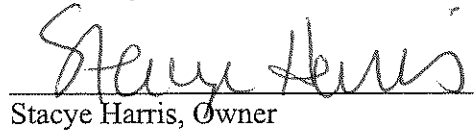
George Tkaczyk, Owner

OWNERS:

~~Erik and Stacye Harris~~

A large, stylized handwritten signature in black ink, appearing to be 'Erik Harris', written over a horizontal line.

Erik Harris, Owner

A handwritten signature in black ink, appearing to be 'Stacye Harris', written over a horizontal line.

Stacye Harris, Owner

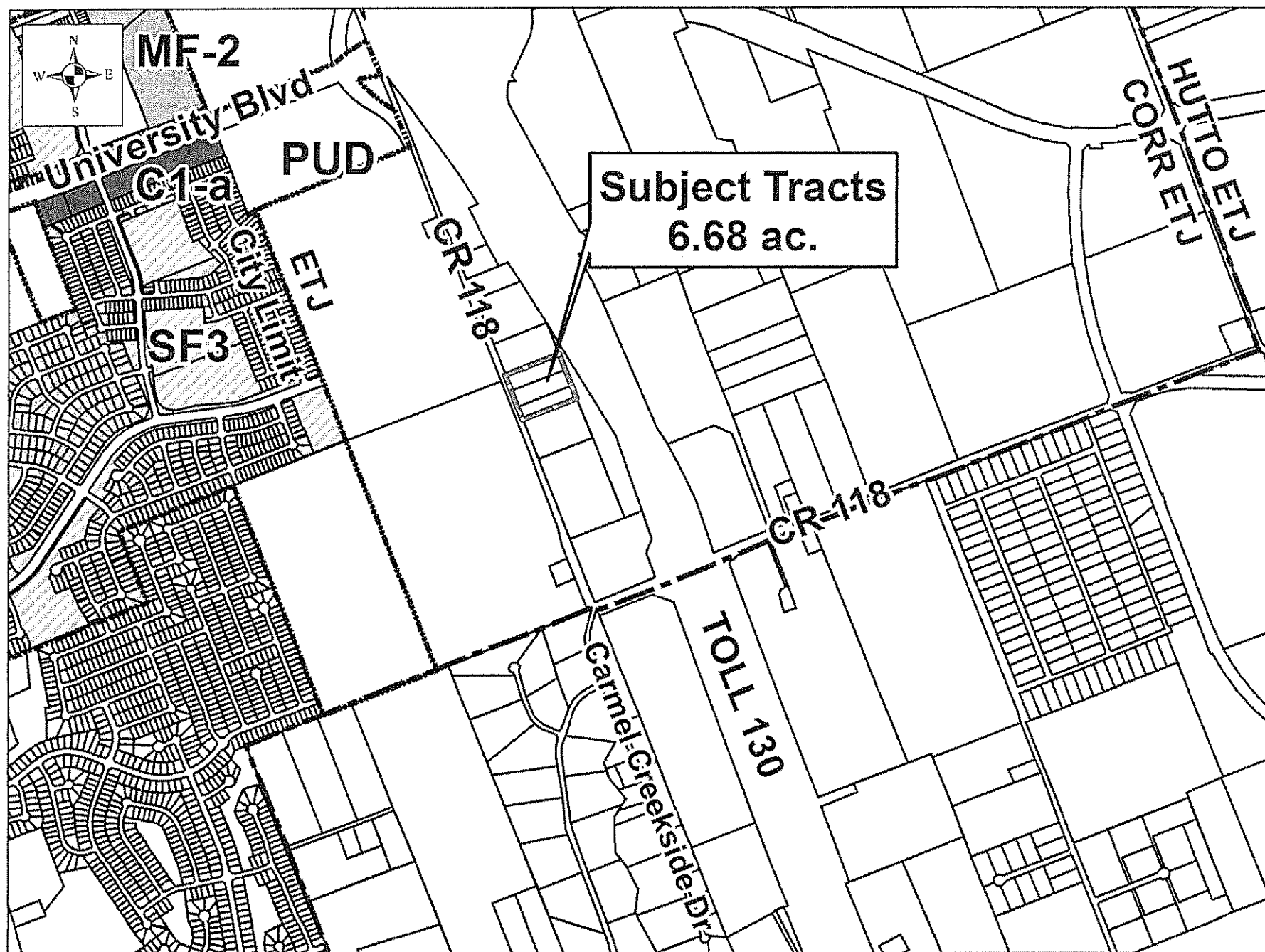


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Central Texas Refuse Transfer Station

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