

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
COUNTY ROAD 172 PUD 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 Amazon.com Services LLC (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 149.343 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 "County Road 172 PUD 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; 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. 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 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 compromising 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

OWNER:

AMAZON.COM SERVICES LLC
a Delaware limited liability company

By: 

Name: Javier Rojo

Title: Authorized Signatory

METES & BOUNDS DESCRIPTION OF:

TRACT 1 - 149.343 ACRES

BEING A 149.343 ACRE (6,505,392 SQUARE FEET) TRACT OF LAND SITUATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT 284, CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 523.74 ACRE TRACT OF LAND CALLED TRACT 2(A) AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 1994019807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND WITH PLASTIC SURVEYOR'S CAP STAMPED "RPLS 4748" FOUND APPROXIMATELY 50 FEET SOUTHEAST OF THE CENTERLINE OF THE UNION PACIFIC RAILROAD AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 16, PAGE 622 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE NORTH BOUNDARY LINE OF THIS TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 79°49'02" EAST, A DISTANCE OF 58.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THIS TRACT;
2. SOUTH 79°21'27" EAST, A DISTANCE OF 51.20 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 172 (CALLED 120' RIGHT-OF-WAY WIDTH) AS SHOWN ON INSTRUMENT RECORDED IN VOLUME 1160, PAGE 547 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 172 AND THE EAST BOUNDARY LINE OF SAID 523.74 ACRE TRACT, THE FOLLOWING THE EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 20°09'04" EAST, A DISTANCE OF 825.06 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THIS TRACT;
2. SOUTH 20°26'04" EAST, A DISTANCE OF 996.06 FEET TO A 1/2 INCH IRON ROD FOUND FOR A POINT OF CURVATURE OF THIS TRACT;
3. IN A SOUTHEASTERLY DIRECTION, ALONG A TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 21°34'00", A RADIUS OF 2040.19 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 9°39'04" EAST, 763.42 FEET, AND A TOTAL ARC LENGTH OF 767.95 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THIS TRACT;
4. SOUTH 1°07'56" WEST, A DISTANCE OF 568.02 FEET TO A 1/2 INCH IRON ROD FOUND FOR A POINT OF CURVATURE OF THIS TRACT;
5. IN A SOUTHEASTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 7°22'06", A RADIUS OF 3720.44 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 2°33'22" EAST, 478.13 FEET, AND A TOTAL ARC LENGTH OF 478.46 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR AN ANGLE CORNER OF THIS TRACT;
6. SOUTH 1°09'03" EAST, A DISTANCE OF 104.85 FEET TO A TXDOT MONUMENT (BRASS DISK) FOUND FOR A POINT OF CURVATURE FOR THIS TRACT;
7. IN A SOUTHEASTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 1°34'56", A RADIUS OF 3080.81 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 9°12'07" EAST, 85.08 FEET, AND A TOTAL ARC LENGTH OF 85.06 FEET TO A POINT IN SAID COUNTY ROAD 172;

THENCE, NORTH 87°41'30" WEST, OVER AND ACROSS SAID 184.435 ACRE TRACT, A DISTANCE OF 2987.97 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, FOR A SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 27°50'19" EAST, A DISTANCE OF 601.89 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE CORNER OF THIS TRACT;
2. NORTH 27°51'47" EAST, A DISTANCE OF 1421.30 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR AN ANGLE CORNER OF THIS TRACT;
3. NORTH 69°12'10" EAST, A DISTANCE OF 158.33 FEET TO A 1 INCH IRON PIPE FOUND FOR AN INTERIOR CORNER OF THIS TRACT;
4. NORTH 20°47'50" WEST, A DISTANCE OF 139.61 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR AN ANGLE CORNER OF THIS TRACT;
5. NORTH 28°12'10" EAST, A DISTANCE OF 630.99 FEET TO A 1/2 INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET FOR A POINT OF CURVATURE OF THIS TRACT;
6. IN A NORTHEASTERLY DIRECTION, ALONG A NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 12°10'37", A RADIUS OF 6131.80 FEET, A CHORD BEARING AND DISTANCE OF NORTH 35°12'20" EAST, 1300.73 FEET, AND A TOTAL ARC LENGTH OF 1303.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 149.343 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.9998881092209. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. AN BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.


ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM

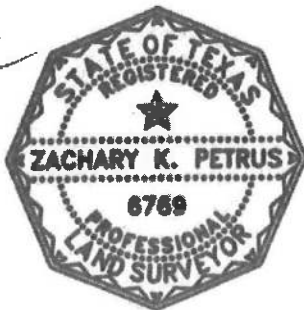


EXHIBIT "A"
LEGAL DESCRIPTION OF
TRACT A - 149.343 ACRES
 BEING A PORTION OF THE
 JACOB M. HARRELL SURVEY, ABSTRACT 284
 CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

Kimley»Horn

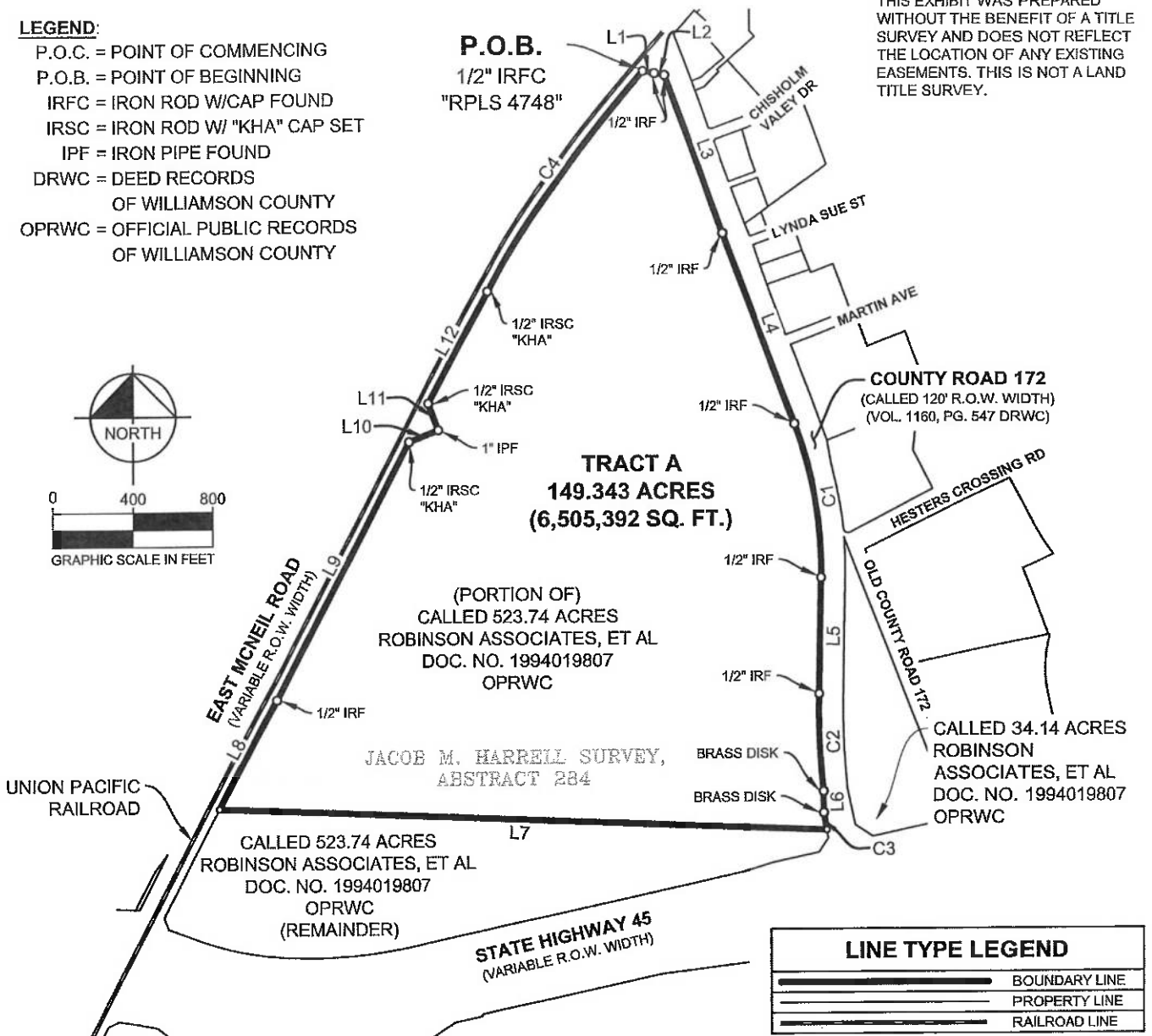
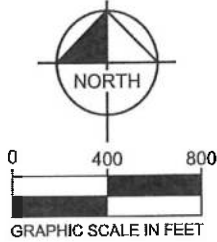
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
 TBPELS FIRM # 10194824 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	ZKP	10/13/2021	168864169	1 OF 3

LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRSC = IRON ROD W/ "KHA" CAP SET
- IPF = IRON PIPE FOUND
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND DOES NOT REFLECT THE LOCATION OF ANY EXISTING EASEMENTS. THIS IS NOT A LAND TITLE SURVEY.



LINE TYPE LEGEND	
	BOUNDARY LINE
	PROPERTY LINE
	RAILROAD LINE

SURVEYOR'S NOTES:

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EXHIBIT "B"
BOUNDARY EXHIBIT OF
TRACT A - 149.343 ACRES
BEING A PORTION OF THE
JACOB M. HARRELL SURVEY, ABSTRACT 284
CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	ZKP	10/13/2021	168864169	2 OF 3

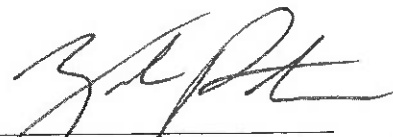
LINE TABLE		
NO.	BEARING	LENGTH
L1	S79°49'02"E	58.49'
L2	S79°21'27"E	51.20'
L3	S20°09'04"E	825.06'
L4	S20°26'04"E	996.06'
L5	S01°07'56"W	568.02'
L6	S01°09'03"E	104.85'
L7	N87°41'30"W	2987.97'
L8	N27°50'19"E	601.89'
L9	N27°51'47"E	1421.30'
L10	N69°12'10"E	158.33'
L11	N20°47'50"W	139.61'
L12	N28°12'10"E	630.99'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	21°34'00"	2040.19'	767.95'	S09°39'04"E	763.42'
C2	7°22'06"	3720.44'	478.46'	S02°33'22"E	478.13'
C3	1°34'56"	3080.81'	85.08'	S09°12'07"E	85.08'

SURVEYOR'S NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE SURFACE. TO CONVERT SURFACE DISTANCES TO THE GRID, APPLY THE COMBINED SURFACE TO GRID SCALE FACTOR OF 0.9998881092209. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND BOUNDARY EXHIBIT OF EVEN SURVEY DATE WERE CREATED IN CONJUNCTION WITH THIS LINE TABLE.

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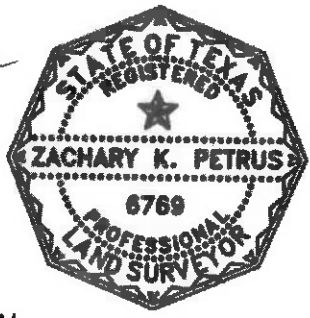


EXHIBIT "C"
LINE & CURVE TABLE FOR
TRACT A - 149.343 ACRES
 BEING A PORTION OF THE
 JACOB M. HARRELL SURVEY, ABSTRACT 284
 CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

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10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759	TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM
SCALE N/A	DRAWN BY RPP
CHECKED BY ZKP	DATE 10/13/2021
PROJECT NO. 168864169	SHEET NO. 3 OF 3