

## ORDINANCE NO. O-2022-334

**AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 3.12 ACRES OF LAND, OUT OF THE WILLIAM BARKER SURVEY NO. 47, ABSTRACT NO. 109, IN TRAVIS COUNTY, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, the City of Round Rock, Texas (the “City”) is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended; and

**WHEREAS**, the City desires to annex approximately 3.12 acres of land out of the William Barker Survey Number 47, Abstract No.109, more fully described and depicted in Exhibit “A,” attached hereto and incorporated herein for all purposes (collectively the “Property”); and

**WHEREAS**, pursuant to Texas Local Government Code, Chapter 43, Section 43.003, a home-rule municipality may extend to the boundaries of the municipality and annex area adjacent to the municipality; and

**WHEREAS**, Texas Local Government Code, Chapter 43, Subchapter C-3, authorizes municipalities to annex an area on the request of all property owners in an area; and

**WHEREAS**, the City has received a petition for annexation from all property owners for the 3.12 acre tract further described in Exhibit “A,” and

**WHEREAS**, the petition for annexation is attached as Exhibit “B” hereto and incorporated herein for all purposes; and

**WHEREAS**, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated October 27, 2022, with the owners of the Property regarding the provision of services to the Property upon annexation, of which a copy of the applicable service plan and schedule is attached hereto and incorporated herein for all purposes as Exhibit “C;” and

**WHEREAS**, the City Council provided public notice and held a public hearing on October 27, 2022, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.106; and

**WHEREAS**, the City has complied with all requirements established under the Texas Local Government Code necessary to take this action annexing the Property,

**WHEREAS**, the City Council hereby considers it appropriate to grant the petition for annexation, Now Therefore

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:**

**I.**

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**II.**

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.

**III.**

That the property described in Exhibit "A" is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

**IV.**

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

**V.**

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

**VI.**

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

**VII.**

That this Ordinance shall become effective after its passage.

**VIII.**

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

**IX.**

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of

being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

**X.**

**A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

**B.** The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

**C.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

**READ, PASSED, and ADOPTED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Alternative 2.

**READ** and **APPROVED** on first reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
Meagan Spinks, City Clerk

**Exhibit “A”**

Property Description

[See attached Legal Description.]



Exhibit A

7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

**3.12-Acre Tract  
Williamson and Travis County, Texas**

**D&A Job No. 2257-003  
August 10, 2022**

**DESCRIPTION  
3.12 Acre Tract**

**BEING A 3.12 ACRE TRACT OF LAND OUT THE WILLIAM BARKER SURVEY NUMBER 47, ABSTRACT NUMBER 109, IN TRAVIS COUNTY, TEXAS, BEING PART OF A 5.368 ACRE TRACT CONVEYED TO ROUND ROCK KOREAN PRESBYTERIAN CHURCH, RECORDED IN DOCUMENT NUMBER 2008092732 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS [O.P.R.W.C.T.], SAID 3.12 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a “mag nail” with “Doucet” shiner, set for the northeast line of said Lot 8, for the common southeast line of Cade Lake drive of Final Plat Warner Phase Two, Section Four, recorded in Document Number 2016108667 of the Plat Records of Williamson County, Texas [P.R.W.C.T.], same being in the northwest corner of said 5.368 acre tract;

**THENCE** S63°22'15"E, with the common line and of said 5.368 acre tract and said Cade Lake drive, a distance of 25.17 feet to a “mag nail” with “Doucet” shiner, set same being the common south line of said Block G, of the Final Plat Warner Ranch Phase Two, Section four, of Lot 43, and the northeast corner of said 5.368 acre tract;

**THENCE** S62°22'51"E, with the common line and of said 5.368 acre tract and said Cade Lake drive, passing a distance of 11.08' the southwest corner of lot 50 and continuing for a total distance of 550.65 feet to 1/2 inch iron rod found, same being the common south corner of said Block G, of the Final Plat Warner Ranch Phase Two, Section four, of Lot 43, and the northeast corner of said 5.368 acre tract;

**THENCE** S27°37'29"W, with the common line of a called 1.52 acre tract of land conveyed to Rahim Manjiyan in Document Number 2017014913 of the [O.P.R.W.C.T.] and described vol. 2058, pg. 239 of the Deed Records of Travis County, Texas [D.R.T.C.T.] and of said 5.368 acre tract, a distance of 369.66 feet to 5/8 inch iron rod found an angle point of said 5.368 acre tract;

**THENCE** S52°38'21"W, continuing along the common line of said called 1.52 acre tract of land a distance of 19.10 feet to a 1/2 inch iron rod with Rippy inc, found for the southeast corner of said 5.368 acre tract;

**THENCE** N67°47'31"W, with the common line of said called 1.52 acre tract of land and Cambridge Heights Phase B, Section 4 Final Plat, recorded in Cabinet T, Slide 118 and Document number 2000068831 [P.R.W.C.T.], a distance of 209.78 feet to 1/2 inch iron rod with Doucet cap, set for an angle point of the tract described herein;

**THENCE** N27°46'26"E, over and across said 5.368-acre tract, a distance of 267.12 feet to 1/2 inch iron rod with Doucet cap, and for an angle corner of the tract described herein;

**THENCE** N62°05'41"W, over and across said 5.368-acre tract, a distance of 280.81 feet to 1/2 inch iron rod with Doucet cap, set for the beginning of a curve to the right, and for an angle corner of the tract described herein;

**THENCE** with said curve to the right, having an arc length of 69.04 feet, a radius of 60.00 feet, a delta angle of 65°55'50", and a chord which bears N62°05'41"W, for a distance of 65.30 feet to a 1/2 inch iron rod with Doucet cap, set for an angle corner of the tract described herein;

**THENCE** N62°05'41"W, over and across said 5.368-acre tract, a distance of 13.39 feet to 1/2 inch iron rod with Doucet cap, set for the northeast line of said 5.19 acre tract, and for an angle corner of the tract described herein;

**THENCE** N27°34'48"E, with the west line of said 5.19 acre tract, same being the east line of said 5.368 acre tract, a distance of 137.40 feet to the **POINT OF BEGINNING** and containing 3.12 acres.

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



# DOUCET

Basis of bearing is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are grid values and may be converted to surface by using the surface adjustment factor of 1.00011.

Units: U.S. Survey Feet.

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my direct supervision.

08/11/2022

J. Dillon Fugate

Date

Registered Professional Land Surveyor

Texas Registration No. 6360

Doucet & Associates

Dfugate@DoucetEngineers.com

TBPELS Firm Registration No. 10105800





**NOT TO SCALE**



# DOUCET

**Civil Engineering // Entitlements // Geospatial**  
**7401 B. Highway 71 W, Ste. 160**  
**Austin, TX 78735, Tel: (512)-583-2600**  
**www.doucetengineers.com**  
**TBPE Firm Number: 3937**  
**TBPELS Firm Number: 10105800**

Survey Date: 07/28-2022

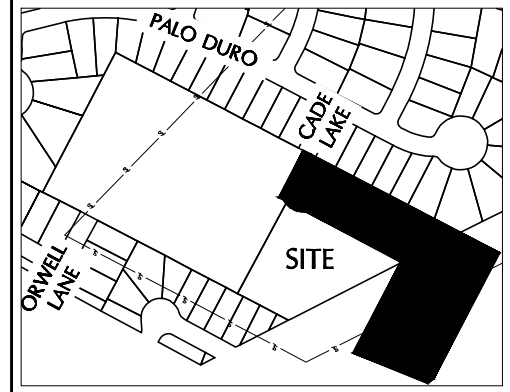
# LEGEND

- IRON ROD FOUND  
[UNLESS NOTED]
- ▲ "MAG NAIL" WITH "DOUCET"  
SHINER SET
- 1/2" IRON ROD WITH  
"DOUCET" CAP SET
- [AS NOTED]
- ⊠ ELECTRIC PULL BOX
- WATER VALVE
- Ⓢ STORM SEWER MANHOLE
- Ⓣ TELEPHONE PEDESTAL
- POWER POLE
- TREE
- BENCHMARK FOUND
- ⓔ ELECTRIC METER
- ⓔ ELECTRIC TRANSFORMER
- Ⓦ WASTEWATER MANHOLE
- Ⓦ WATER MANHOLE
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- R.C.P. REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON  
COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS,  
WILLIAMSON COUNTY, TEXAS
- (.....) RECORD INFORMATION
- PROPERTY LINE
- - - - - EXISTING EASEMENT
- - - - - ADJOINER PROPERTY LINE
- OE — OVERHEAD ELECTRIC
- // — EXISTING WOOD FENCE
- S — APPROXIMATE SURVEY LINE



## VICINITY MAP

NOT TO SCALE



MEMUCAN HUNT SURVEY, ABSTRACT NO. 314  
WILLIAM BARKER SURVEY, ABSTRACT NO. 107

### BENCHMARK NOTE:

BENCHMARK # 200

ELEVATION: 806.52'

DESCRIPTION: SQUARE CUT SET IN CONCRETE CURB,  
LOCATED ON THE WEST SIDE OF CADE LAKE DRIVE  
AND 11.44 FEET NORTH FROM A MAGNAIL WITH  
"DOUCET" SHINER SET FOR THE NORTHEAST CORNER  
OF THE HEREIN 5.19-ACRES. [SHOWN HEREON]

### UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND  
UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY  
MEASURE BASED UPON OBSERVED SURVEY  
LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE  
RESPONSIBILITY FOR DETERMINING THE DEPTH OR  
LOCATION OF UNDERGROUND UTILITIES WITHIN OR  
AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD  
BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

### CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE  
SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN  
DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH  
2010) AND A VERTICAL DATUM OF NAVD88, GEOID  
12B. ALL COORDINATE VALUES AND DISTANCES  
SHOWN ARE GRID VALUES AND MAY BE CONVERTED  
TO SURFACE BY USING THE SURFACE ADJUSTMENT  
FACTOR OF 1.00011.

UNITS: US SURVEY FEET.

I, J. DILLON FUGATE, REGISTERED PROFESSIONAL  
LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT  
AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN  
DATE REPRESENT AN ACTUAL SURVEY PERFORMED  
ON THE GROUND UNDER MY SUPERVISION.



*J. Dillon Fugate* 08/10/2022  
J. DILLON FUGATE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6360  
DOUCET & ASSOCIATES  
DFUGATE@DOUCETENGINEERS.COM

### CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	69.04'	60.00'	65°55'50"	N62°05'41"W	65.30'

3.12 ACRE  
(136,045 SQUARE FEET)  
BOUNDARY SURVEY  
CITY OF ROUND ROCK,  
WILLIAMSON COUNTY, TEXAS



# DOUCET

Civil Engineering // Entitlements // Geospatial  
7401 B. Highway 71 W, Ste. 160  
Austin, TX 78735, Tel: (512)-583-2600  
www.doucetengineers.com  
TBPE Firm Number: 3937  
TBPELS Firm Number: 10105800

Date: 08/10/2022

Scale: N/A

Drawn by: JRT

Reviewer: DF

Project: 2257-003

Sheet: 4 OF 4

Field Book: 536

Party Chief: PAC

Survey Date: 07/28-2022

**Exhibit “B”**

Annexation Petition

**EXHIBIT  
"B"**

**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:

AW0107 - Barker, Wm. Sur, ACRES 3.12, {PT/PISD}, {R419228/REF}  
[Legal description of property]

And being more particularly described in the sketch and description attached hereto as **Exhibit "A"**.

I hereby certify, under oath, that:

- (1) ROUND ROCK KOREAN PRESBYTERIAN CHURCH AM/A  
RE THE TRUE AND ONLY OWNER(S) OF THE ABOVE-DESCRIBED TRACT OF  
LAND, and
- (2) The above-described tract of land, as depicted in Exhibit "A", is contiguous and adjacent  
to the current city limits of the City of Round Rock, Texas.

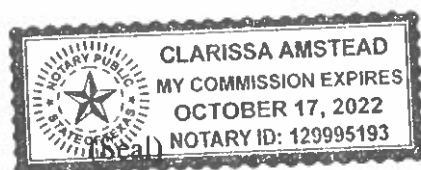
 KWANG S. KIM  
[Owner's signature & printed name]

\_\_\_\_\_  
[Owner's signature and printed name]

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by CLARISSA AMSTEAD his  
29 day of Sep, 2022, A.D.



  
Notary Public, State of Texas

**Exhibit “C”**

Services Agreement

**EXHIBIT**

**"C"**

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK, TEXAS  
AND  
ROUND ROCK KOREAN PRESBYTERIAN CHURCH**

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 Round Rock Korean Presbyterian Church (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 3.12 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 "2011 Glenn Drive tract" (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 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. 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 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 “Round Rock 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 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



**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: \_\_\_\_\_  
Stephanie Sandre, City Attorney

**OWNER(S):**

\_\_\_\_\_  
KWANG SUK KIM  
Round Rock Korean Presbyterian Church

\_\_\_\_\_  
9/15/2022