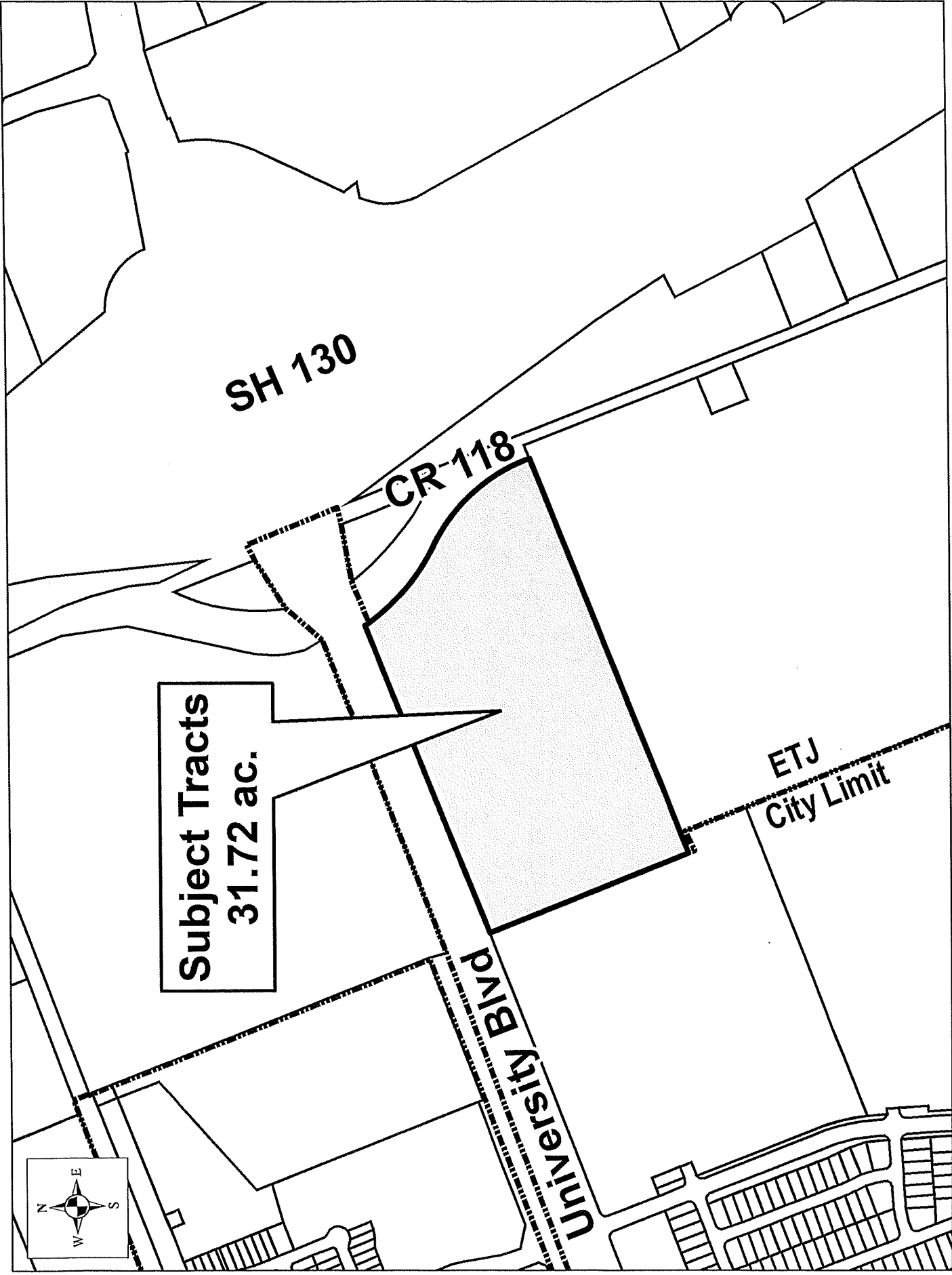


## **Exhibit "A"**

### Property Description

31.72 acres of land out of the Henry Millard Survey, Abstract No. 452, located south of University Boulevard and west of CR 118, and the adjacent 2.73 acre portion of the CR 118 right-of-way.

[See attached map.]



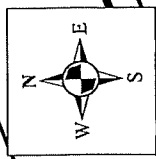
SH 130

CR-118

Subject Tracts  
31.72 ac.

ETJ  
City Limit

University Blvd



**Exhibit “B”**

Annexation Petition

# 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:

31.72 acres out of the Henry Millard Survey Abstract No. 452

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

I hereby certify, under oath, that:

- (1) CSTX USX Accommodation, LLC is the true and only owner 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.

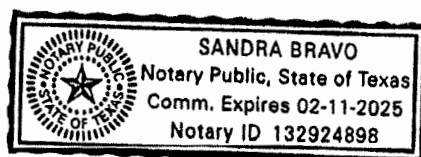
Atilla Tuna, Manager

STATE OF TEXAS  
COUNTY OF WILLIAMSON

22

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by Atilla Tuna this 13 day of October, 2022.

(Seal)



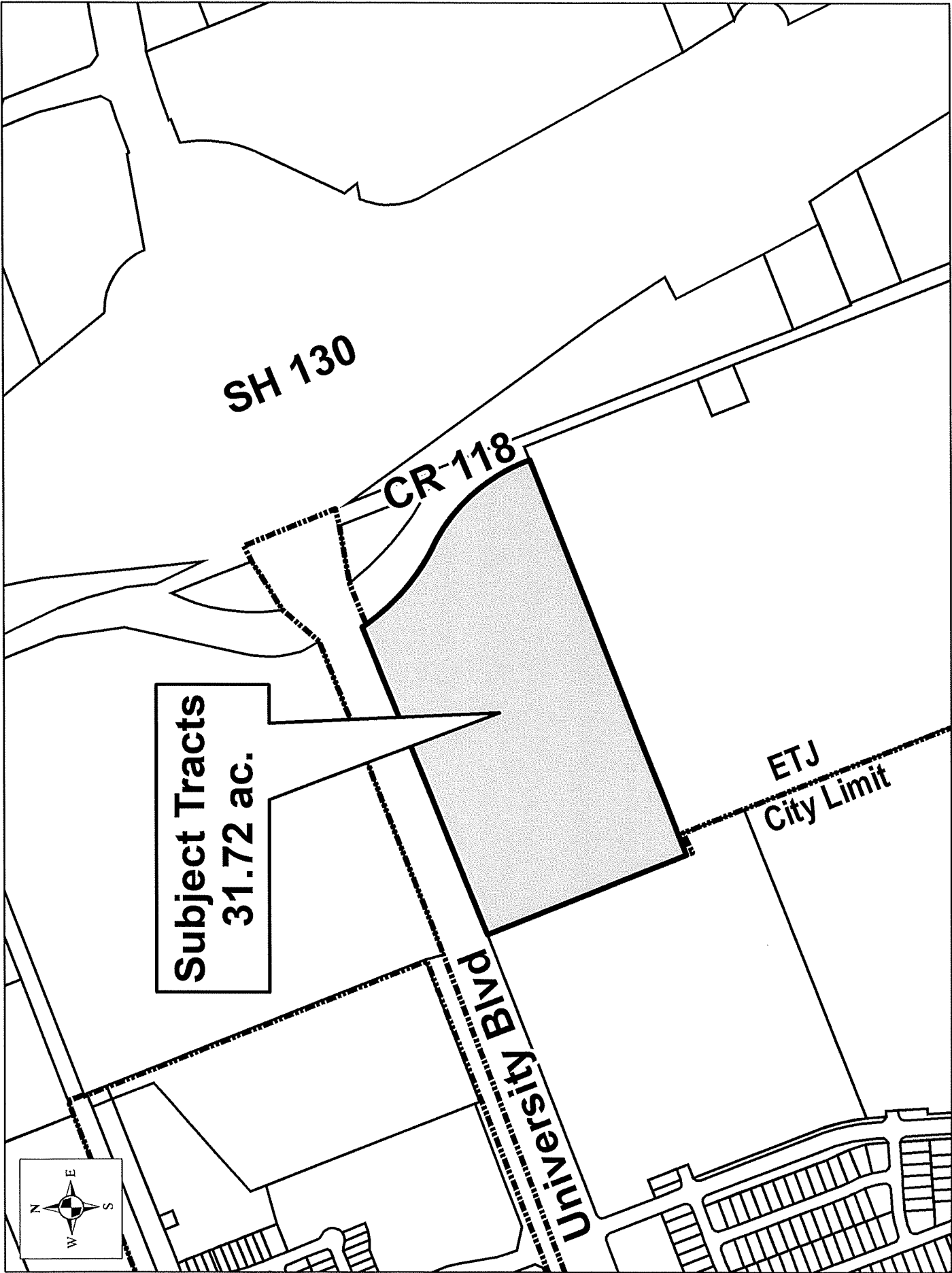
Notary Public, State of Texas

## **Exhibit "A"**

### Property Description

31.72 acres of land out of the Henry Millard Survey, Abstract No. 452, located south of University Boulevard and west of CR 118, and the adjacent 2.73 acre portion of the CR 118 right-of-way.

[See attached map.]



**Exhibit “C”**

Services Agreement

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK, TEXAS  
AND  
CSTX USX ACCOMMODATION, LLC**

THIS MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the 24 day of Oct, 2022, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and CSTX USX Accommodation, 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 31.72 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 "University Marketplace" (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. 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 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

**CSTX USX ACCOMMODATION LLC:**

By: \_\_\_\_\_  
Atilla Tuna, Manager

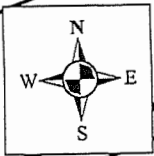
Date: 10/24/2022

## **Exhibit "A"**

### Property Description

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[See attached map.]



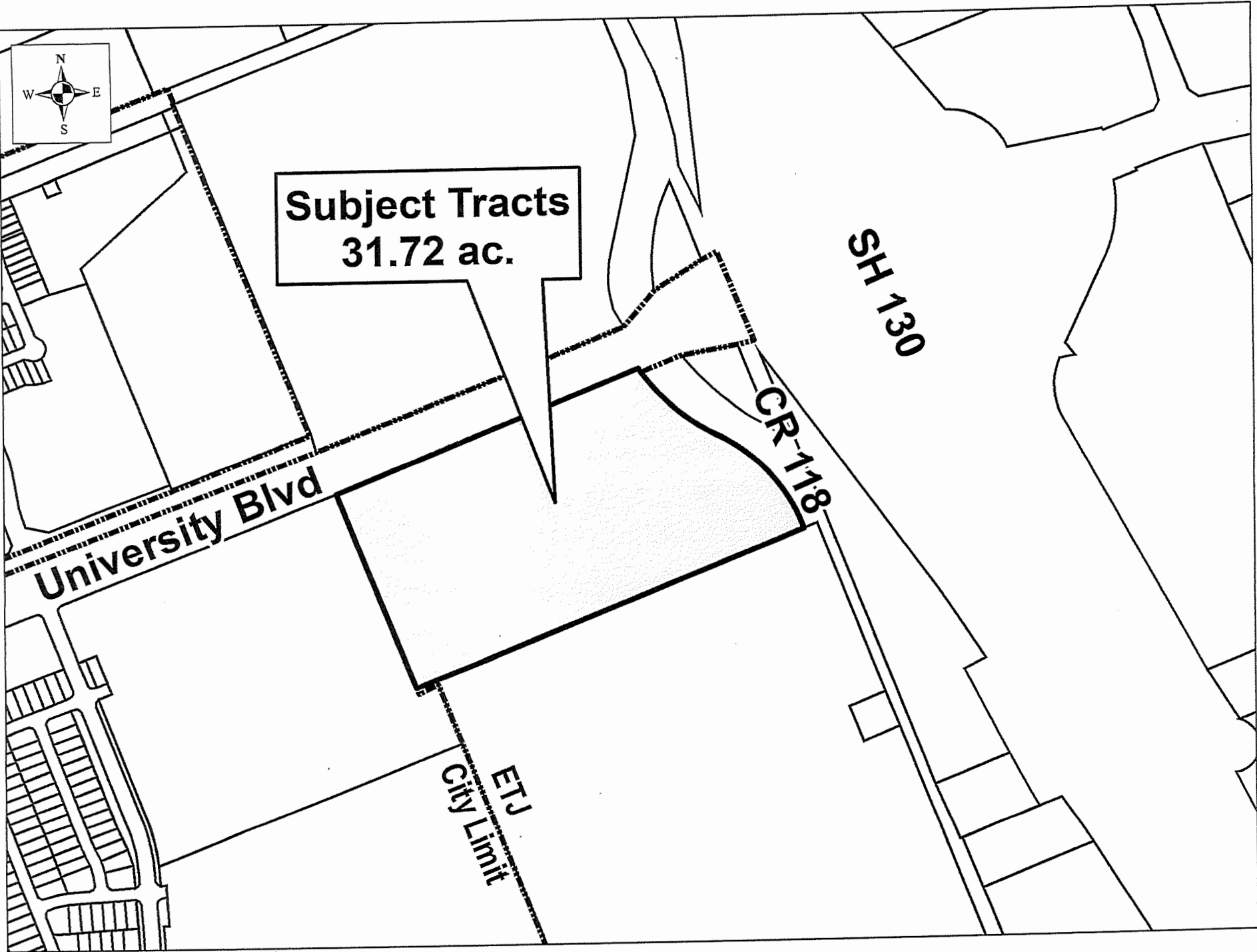
**Subject Tracts  
31.72 ac.**

**University Blvd**

**SH 130**

**CR-118**

**ETJ  
City Limit**



**Exhibit "D"**

Order to Annex 2.73 Acre Portion of CR 118

**ORDER REGARDING ANNEXATION BY THE CITY OF ROUND ROCK, TEXAS OF  
A PORTION OF COUNTY ROAD 118 RIGHT OF WAY**

WHEREAS, Williamson County (the "County") owns and/or maintains a portion of County Road 118 south of University Blvd., a 2.73 acre portion of which is more particularly identified by the grid pattern on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the City of Round Rock, Texas (the "City") is in the process of annexing or has already annexed certain properties abutting a portion of CR 118; and

WHEREAS, the City desires to also annex the 2.73 acre portion of CR 118 as identified by the grid pattern on Exhibit "A" attached hereto; and

WHEREAS, Section 43.1055 now allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas, does hereby order the following:

The County hereby requests that a portion of CR 118 south of University Blvd., a 2.73 acre portion of which is more particularly identified by the grid pattern on Exhibit "A" attached hereto and incorporated herein be annexed into the City of Round Rock, Texas.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
Bill Gravell (Oct 19, 2022 10:24 CDT)

Bill Gravell Jr.  
County Judge

Exhibit "A"

