

EXHIBIT

"A"

OUT-OF-CITY WASTEWATER SERVICE AGREEMENT

THIS OUT-OF-CITY WASTEWATER SERVICE AGREEMENT ("Agreement"), is made and entered by and between WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3, a political subdivision of the State of Texas, referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Customer is the owner of record of the property at Lot 1, Block A, Siena Section 35, a subdivision of Williamson County, Texas, according to the map or plat recorded as Document No. 2020046670 of the Official Public Records of Williamson County, Texas ("Property"), attached as Exhibit "A" and incorporated herein by reference, and

WHEREAS; the City has determined that it is desirable for the parties for the Property to receive wastewater service from the City notwithstanding the fact that the Property is outside the City's corporate limits, and

WHEREAS, the City does not have an existing Out-of-City Wastewater Service Agreement with the Customer to provide wastewater to the Property, and

WHEREAS, the Customer and the City desire to enter into this Agreement to formalize the terms by which the City will provide wastewater service to the Property, and

WHEREAS, the Customer and the City desire to enter into this Agreement to formalize the terms by which the City will provide eight (8) living unit equivalents of wastewater service to the property, and

WHEREAS, pursuant to the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

Article I. Customer's Obligations Under this Agreement

1.01 Customer shall be required to own and install a standard wastewater service line which will connect with Siena Municipal Utility District No. 1 ("District 1") and Siena Municipal Utility District No. 2 ("District 2" and , together, the "Districts") via a wastewater line owned by

District 1 in the location shown on Exhibit “B,” incorporated herein by reference. Customer shall be required to enter into a separate agreement with the Districts for pass-through water service and maintain said agreement at all times during the term of this Agreement. Customer’s wastewater flows shall enter the City’s wastewater system as shown in Exhibit “B.” Customer shall provide the City with a copy of the executed pass-through agreement with the Districts prior to the parties executing this Agreement.

1.02 Customer shall grant the City the right of entry and access to Customer’s private wastewater line attached to the Districts’ wastewater system at all times to inspect, to investigate the source of operational or maintenance problems, to prevent or detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonable related to the provision of service under this Agreement. The Customer will cooperate with the City to provide access for these purposes, provided that the City provides Customer at least one working day’s written notice or, in the event of an emergency, prior notice by telephone, confirmed facsimile, or electronic mail of its need for access.

1.03 Customer shall be responsible for securing sufficient rights allowing Customer to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the Districts’ wastewater lines. Such right shall not conflict with any existing easements held by the City.

1.04 Customer shall comply with all requirements of the Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80, Code of Ordinances (2018 Edition), City of Round Rock, Texas, regarding the furnishing of sewer services outside the city limits, a copy of such Sec. 4-80 being attached hereto as Exhibit “C,” incorporated herein by reference. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

1.05 Customer agrees that in the event the Property becomes contiguous with the City limits of Round Rock, Texas, and meets all requirements of annexation, the owner of the Property shall immediately apply for annexation into the City, and cooperate fully with the annexation of the Property into the City and any zoning requirements of the City.

Article II. Provision of Wastewater Services

2.01 City agrees to sell Customer wastewater service as required by Customer for domestic use on an as needed basis for the Property.

2.02 The wastewater service to be provided herein is for the Property as described in Exhibit “A” and no other property.

Article III. Rates and Fees

3.01 Prior to connecting to the City’s wastewater system, Customer agrees to pay City a one-time wastewater connection fee of \$16,792.00 and any associated inspection fees. Any additional service resulting from future additions built on the Property shall require Customer to

pay additional impact fees in accordance with Zoning and Development Code, Chapter 4, Article VI, Sec. 4-82, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

3.02 Customer agrees to pay City for all wastewater services provided to Customer at the rate authorized by Chapter 44, Article II, Sec. 4-34, Code of Ordinances (2018 Edition), City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be twice the rate for commercial customers located within the corporate limits of the City. Because the Property is served with water from Jonah SUD, the wastewater service will be calculated based on the Customer's average water consumption for December, January, and February of each winter, as determined from Jonah SUD's water bills. Customer agrees to provide the City with copies of the aforesaid bills by April 1, of each year.

3.03 The City shall render monthly bills to Customer for wastewater services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.04 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances (2018 Edition), City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Customer agrees to pay the one-time wastewater connection fee as set forth in Sec. 3.01 above and to pay all other fees applicable to wastewater service.

4.03 Customer agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property continuing to be used for emergency services station uses within an 11,155 square foot building, comprised of 6,400 square feet of apparatus bay and 4,715 square feet of living quarters. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.04 Customer agrees that it will comply with all of the City's ordinances regarding subdivision, zoning, development, and building permits.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the

inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving wastewater service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its right herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.

7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

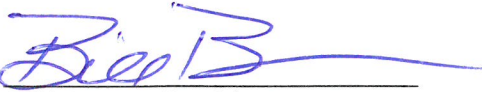
7.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

7.07 The violation by Customer of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.

IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement in two (2) counterparts, each of which will be deemed an original on this the _____ day of _____, 2020.

**WILLIAMSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: 
Bill Brown, President
Board of Commissioners

Customer's Address:

Attn: Fire Chief
501 Exchange Boulevard
Hutto Texas, 78634

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

For City, Approved as to Form:

Stephan L. Sheets, City Attorney

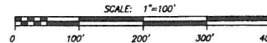
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FINAL PLAT OF
SIENA SECTION 35
WILLIAMSON COUNTY, TEXAS

Exhibit "A"

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CURVE BEARING
C1	31.42'	20.00'	60°00'00"	S45.30°04"W 28.38'

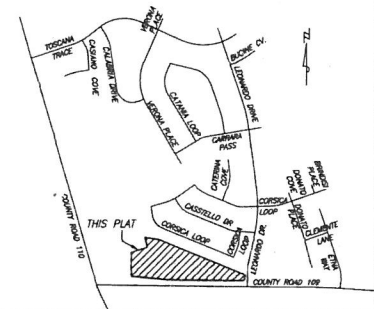
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°32'51"E	30.12'
L2	S00°39'04"W	35.00'



- LEGEND:
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - = FOUND 1/2" IRON ROD
 - ✱ = FOUND 1/2" IRON ROD WITH "WILLIAMSON COUNTY" CAP
 - ✱ = FOUND MAGNETIC NAIL IN CONCRETE
 - ROW = RIGHT-OF-WAY
 - AE = ACCESS EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - BL = BUILDING SETBACK LINE
 - OPRIC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRIC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - OPRIC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 - Ⓜ = BLOCK NAME
 - Ⓜ = BENCHMARK
- BEARINGS ARE TRUE COORDINATE SYSTEM OF 1983, ZONE 14N (4203)

P & Z DATE: APRIL 15, 2020
SUBMITTAL DATE: MARCH 3, 2020

BENCH MARK NOTE:
TRIANGLE CUT IN TOP OF
CONCRETE MEDIAN
E = 10179786.68
N = 3157022.31
COORDINATES ARE TEXAS
COORDINATE SYSTEM OF 1983,
CENTRAL ZONE (4203)
ELEVATION = 716.38 NAVD 83



GTE DATA:
OWNER: SIENA NORTH DEVELOPMENT, INC.
JOHN S. LLOYD, PRESIDENT
4720-4 ROCKCLIFF RD
AUSTIN, TX 78746
TOTAL AREA OF PLAT: 10.307 ACRES
LOT 1 COMMERCIAL/RETAIL 4.167 ACRES
LOT 2 COMMERCIAL/RETAIL 4.630 ACRES
LOT 3 COMMERCIAL/RETAIL 1.600 ACRES
1 BLOCK
SURVEY: WILLIAM DUNN SURVEY, ABSTRACT NO. 196
NEW STREETS: N/A

- PLAT NOTES:
- ALL SURVEYS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 - NO PORTION OF THIS PLAT IS ENCOMPASSED BY THE 18 ANNUAL CHANCE FLOODPLAIN AS DETERMINED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 480000000 AND 480000000; EFFECTIVE DATE DECEMBER 30, 2018, FOR WILLIAMSON COUNTY, TEXAS.
 - NO STRUCTURE OR LAND ON THIS PLAT SHALL BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATION.
 - WATER SERVICE WILL BE PROVIDED BY JOHNSON BRIDGES, S. U. G.
 - SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
 - EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
 - THIS SUBDIVISION IS SUBJECT TO THE STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION 011.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
 - IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UNDERGROUND LIGHTING, CULVERTS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
 - RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BENCH CURB, WHEN USED. ALL MAILBOXES WITHIN COUNTY INTERNAL RIGHT-OF-WAY SHALL MEET THE CURRENT TDDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
 - THIS PLAT IS SUBJECT TO THE SIENA MASTER COVENANT RECORDED IN DOCUMENT NO. 2017075514 OP/RC.
 - THIS SUBJECT TRACT IS LOCATED WITHIN THE CITY OF ROUND ROCK EXTERIOR/INTERNAL JURISDICTIONAL AREA.
 - ALL PUBLIC ROADS, RIGHT-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.

WILLIAMSON COUNTY NOTES:

- RIGHTS OF WAY OR EASEMENTS FOR WEDDING RONDONS OR IMPROVING DRAINAGE SHALL BE IMPROVED BY THE LANDOWNER DATE ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WEDDING RONDONS FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WEDDING RONDONS, BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WEDDING RONDONS, THE LANDOWNER SHALL INDEMNIFY AND HOLD THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY ARISING TO PROPERTY DAMAGE OR INJURY TO PERSONS OR PROPERTY ATTRIBUTABLE TO THE COUNTY'S OFFICERS, AND EMPLOYEES AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RECONSTRUCTION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC IMPROVEMENTS AND ANY BRIDGES OF CLIENTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC IMPROVEMENTS SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OF DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE RISKS OR EASEMENTS IN THE SUBDIVISION OTHER THAN THOSE DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS.
- THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCOUNT OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNS THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

SURVEY: WILLIAM DUNN SURVEY, ABSTRACT NO. 196
SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817

FP2003-001
SHEET 1 OF 2 SHEETS

F-1001940

Doc #2020046670

FINAL PLAT OF
SIENA SECTION 35
WILLAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

THAT PART OF THE WILLAM DUNN SURVEY, ABSTRACT NO. 196, IN WILLAMSON COUNTY, TEXAS, BEING A PART OF THE REMAINDER OF THAT 13.16 ACRE TRACT (TRACT 6) OF LAND CONVEYED TO ~~SIENA NORTH DEVO, INC.~~ BY DEED RECORDED IN DOCUMENT NO. 2016056625 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS (OPRMC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "WILLAMSON COUNTY ROW" FOUND ON THE SOUTH LINE OF SAID 13.16 ACRE TRACT FOR THE SOUTHEAST CORNER OF SIENA C STORE, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2017075514, OPRMC, BEING THE NORTH RIGHT-OF-WAY LINE (VARIABLE-WIDTH RIGHT-OF-WAY) OF LUMBER LOOP (COUNTY ROAD 109), BEING ALSO THE NORTH LINE OF THAT 0.742 ACRE TRACT CONVEYED TO WILLAMSON COUNTY BY DEED RECORDED IN DOCUMENT NO. 2016071547, OPRMC, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WILLAMSON COUNTY ROW" FOUND AT AN ANGLE POINT OF SAID SIENA C STORE BEARS N10°23'23"W A DISTANCE OF 64.60 FEET;

THENCE ALONG THE EAST LINE OF SAID SIENA C STORE, N00°32'51"E A DISTANCE OF 205.01 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF THAT 10.00 ACRE TRACT CONVEYED TO JONAH WATER SPECIAL UTILITY DISTRICT BY DEED RECORDED IN DOCUMENT NO. 2003012825, OPRMC, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WILLAMSON COUNTY ROW" FOUND ON THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 110 FOR THE NORTHWEST CORNER OF SAID SIENA C STORE BEARS S71°47'10"W (BEARING BASE) A DISTANCE OF 442.45 FEET;

THENCE ALONG THE SOUTH LINE OF SAID 10.00 ACRE TRACT, N71°47'10"E A DISTANCE OF 211.10 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 10.00 ACRE TRACT;

THENCE ALONG THE EAST LINE OF SAID 10.00 ACRE TRACT, N13°43'16"W A DISTANCE OF 127.57 FEET TO A 1/2" IRON ROD FOUND AT AN OUTSIDE CORNER OF BLOCK J OF SIENA SECTION 2 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015015931, OPRMC, FROM WHICH THE NORTHWEST CORNER OF THE WILLAM DUNN SURVEY, ABSTRACT NO. 196 BEARS APPROXIMATELY N20°04'57"W A DISTANCE OF 2108 FEET;

THENCE ALONG THE SOUTHERLY LINES OF SAID SIENA SECTION 2 AND SIENA PHASE 1 SECTION 1 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014044907, OPRMC, THE FOLLOWING TWO (2) COURSES:

1. S81°35'40"E A DISTANCE OF 181.17 FEET TO A 1/2" IRON ROD FOUND;
2. S87°43'40"E, PASSING AT A DISTANCE OF 868.05 FEET A 1/2" IRON ROD FOUND AT THE COMMON CORNER OF SAID SIENA PHASE 1 SECTION 1 AND SAID SIENA SECTION 2, CONTINUING FOR A TOTAL DISTANCE OF 1161.65 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF LEONARDO DRIVE (65' WIDE RIGHT-OF-WAY PER DOCUMENT NO. 2014044907, OPRMC).

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LEONARDO DRIVE, S00°39'04"W A DISTANCE OF 34.41 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 31.42 FEET, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S45°39'04"W, 20.38 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAID LUMBER LOOP, BEING ALSO THE NORTH LINE OF THAT 3.454 ACRE TRACT CONVEYED TO WILLAMSON COUNTY BY DEED RECORDED IN DOCUMENT NO. 2007036766, OPRMC;

THENCE ALONG THE NORTH LINE OF SAID 3.454 ACRE TRACT, BEING THE NORTH RIGHT-OF-WAY LINE OF SAID LUMBER LOOP, N89°16'35"W A DISTANCE OF 859.37 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "WILLAMSON COUNTY ROW" FOUND FOR THE EAST CORNER OF SAID 0.742 ACRE TRACT;

THENCE ALONG THE NORTH LINE OF SAID 0.742 ACRE TRACT, BEING THE NORTH RIGHT-OF-WAY LINE OF SAID LUMBER LOOP, N89°23'23"W A DISTANCE OF 448.30 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 10.387 ACRES, MORE OR LESS.

ALL IRON RODS SET OR FOUND ARE "AS SURVEYED" CAPPED UNLESS NOTED OTHERWISE.

BEARINGS ARE BASED ON THE PLAT OF SIENA C STORE RECORDED IN DOCUMENT NO. 2017075514, OPRMC. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

WILLAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBER R493961.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLAMSON

THAT SIENA NORTH DEVO, INC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016056625 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBMIT SAID TRACT AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADSWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 35".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF APRIL, 2020.

SIENA NORTH DEVO, INC., A TEXAS CORPORATION

BY: JOHN S. LLOYD, PRESIDENT

JOHN S. LLOYD, PRESIDENT
SIENA NORTH DEVO, INC.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3 DAY OF APRIL, 2020, A.D.

BY: NOTARIAL PUBLIC, STATE-OF TEXAS

PRINTED NAME: CODY MITCHELL

MY COMMISSION EXPIRES: SEPTEMBER 2022

Exhibit "A"

SURVEYOR'S CERTIFICATION:

I, STEPHEN R. LAWRENCE DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MEASUREMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

Stephen R. Lawrence DATE 4/2/20
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS



ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48481C0205F AND 48481C0215F EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

J. Keith Collins DATE 4/2/2020
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS



"BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED THERETO."

Jefferson E. Eason DATE 4/2
J. TERRON EVERTON, P.E. CIVIL
WILLAMSON COUNTY FLOODPLAIN ADMINISTRATOR

CITY APPROVAL

APPROVED THIS 15th DAY OF April, 2020 BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF ROUND ROCK, TEXAS, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLAMSON COUNTY, TEXAS THE FOREGOING COME WHEREBY BY THE PLAT IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. SUBDIVISION OF THE CITY OF ROUND ROCK.

DAVID PAVLOSKI, CHAIRMAN
CITY OF ROUND ROCK PLANNING AND ZONING COMMISSION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15th DAY OF April, 2020 A.D., AT 11:19 O'CLOCK, P.M., AND WAS RECORDED THIS 15th DAY OF April, 2020 A.D., AT 11:24 O'CLOCK, A.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. 2020046670.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK OF COUNTY COURT OF WILLAMSON COUNTY, TEXAS

BY: David Mitchell
DEPUTY
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FP2003-001

SHEET 2 OF 2 SHEETS

F-10015408

EXHIBIT C

Zoning and Development Code, Chapter 4, Article VI, Sec. 4-80

Sec. 4-80. - Furnishing of water, reuse water, and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
 - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions recorded after the date of passage of this section desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
 - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
 - (7) *Water, sewer, and/or reuse water lines to meet ultimate requirements of city.* Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
 - (8) *Extended lines to be designed and inspected by city's engineer.* All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
 - (9) *City may reimburse owner for oversized lines.* Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction

shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent (5%) interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
 - (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34 of the Code of Ordinances.