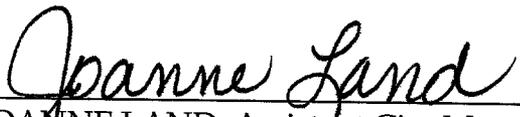


DOC# 9740338

THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *
CITY OF ROUND ROCK *

I, JOANNE LAND, Assistant City Manager/City Secretary of the City of Round Rock, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and adopted by the City Council of the City of Round Rock, Texas, at a meeting held on the 14th day of December, 1995, as recorded in the minutes of the City of Round Rock in Book 34, page 157.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 2nd day of September, 1997.



JOANNE LAND, Assistant City Manager/
City Secretary

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

ORDINANCE NO. Z-95-12-14-12A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 11.305(2), CODE OF ORDINANCES (1995 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE LOT 2, AMENDED PLAT OF BLOCK C, LOT 27, ROUND ROCK WEST SECTION 5 (2.59 ACRES OF LAND) IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS FROM SF-2 (SINGLE FAMILY-STANDARD) TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT NO. 25.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to zone the property described in Exhibit "A", attached hereto and incorporated herein, as District Planned Unit Development (PUD) No. 25, said Exhibit being attached hereto and incorporated herein, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 25th day of November, 1995, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" be changed to District PUD No. 25, and

WHEREAS, on the 14th day of December, 1995, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 11.300, Code of Ordinances (1995 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 25 meets the following goals and objectives:

- (1) The development in PUD No. 25 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 25 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 25 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 25 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 25 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or

interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 11.305(2), Code of Ordinances (1995 Edition), City of Round Rock, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as District Planned Unit Development (PUD) No. 25, and that the Mayor is hereby authorized and directed to enter into the Agreement and Development Plan for PUD No. 25 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

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.

Alternative 1.

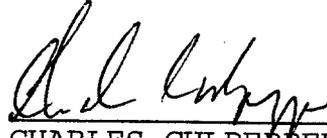
By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this 14th day of December, 1995.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 1995.

READ, APPROVED and ADOPTED on second reading this the
_____ day of _____, 1995.



CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:



JOANNE LAND, City Secretary

EXHIBIT A

Legal Description

**Lot 2, Amended Plat of Block C, Lot 27, Round Rock West Section 5
(2.59 acres of land)**

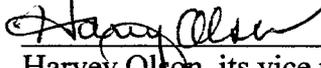
EXHIBIT B

STATE OF TEXAS
COUNTY OF WILLIAMSON

That the ELCA Loan Fund N/K/A the Mission Investment Fund of the Evangelical Lutheran Church in America Organized and existing under the laws of the State of Minnesota acting herein by and through its vice president Being the holder of a lien by way of Deed of Trust Recorded in Volume 2388, Page 333, of the Official Records of Williamson County, Texas does hereby consent to the Agreement and Development Plan of 2.59 Acres of land situated in the City of Round Rock, Williamson County, Texas, and does further hereby join, approve, and consent to all provisions shown herein.

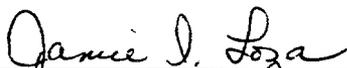
(Name of Lienholder)

By: ELCA Loan Fund


Harvey Olson, its vice president

THE STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me on the 27th day of August 1997, by Harvey Olson, vice president of the Mission Investment Fund of the Evangelical Lutheran Church in America, on behalf of said organization.


Notary Public, State of Illinois
Printed Name: Janice I. Loza
My commission expires: 9-1-97



THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

AGREEMENT AND
DEVELOPMENT PLAN
FOR PUD NO. 25

THIS AGREEMENT AND DEVELOPMENT PLAN is made and entered by and between the City of Round Rock, Texas, a Texas municipal corporation, having its offices at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "City"), and Dasht Enterprises, Inc., its respective successors and assigns, having its offices at 4210 Spicewood Springs Road, Suite 209, Austin, Texas 78759 (hereinafter referred to as the "Owner").

WHEREAS, the Owner has submitted a request to the City to rezone 2.59 acres of land as a Planned Unit Development ("PUD"), said acreage being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), and

WHEREAS, on November 29, 1995, the Planning and Zoning Commission recommended approval of the Owner's application for a PUD, and

WHEREAS, pursuant to Chapter 11, Section 11.316(8), Code of Ordinances (1995 Edition), City of Round Rock, Texas, the Owner has submitted a Development Plan, attached hereto and incorporated herein as a part of this Agreement, said Development Plan stating in detail all development conditions and requirements within the PUD,

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1. CONFORMITY TO DEVELOPMENT PLAN

That all uses and development within the Property shall conform to the Development Plan included in Section II herein.

2. CHANGES AND MODIFICATIONS

That no changes or modifications will be made to this Agreement unless all provisions pertaining to changes or modifications as stated in Section II.11 below are followed.

3. ZONING VIOLATION

That the Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance as stated in Section

1.601, Code of Ordinances, (1995 Edition), City of Round Rock, Texas, as amended.

4. LIENHOLDER CONSENT

That the lienholder of record has consented to this Agreement and Development Plan, including any and all dedications to the public. A lienholder consent is attached hereto and incorporated herein as Exhibit "B".

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This does not prohibit the owner from selling all or part of the property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case any one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and in such event, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Williamson County, Texas and venue for any action arising hereunder shall be in Williamson County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any rights, benefits, or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate originals each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties by certified mail, postage prepaid or by hand-delivery to the address of the other party shown below:

OWNER

Dasht Enterprises, Inc.
4210 Spicewood Springs Rd.
Suite 209
Austin, Texas 78759

ROUND ROCK

City of Round Rock, Texas
221 East Main Street
Round Rock, Texas 78664
Attn: Director of Planning

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

II.

DEVELOPMENT PLAN

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances (1995 Edition), City of Round Rock, Texas, hereinafter referred to as "the Code".

2. PROPERTY

This Development Plan ("Plan") covers 2.59 acres of land, located within the city limits of Round Rock, Texas, and more particularly described by metes and bounds in Exhibit "A", attached hereto.

3. PURPOSE

The purpose of this Plan is to insure a Planned Unit Development ("PUD") that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, 3) does

not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as to not dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections in the Code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except where clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed for the following purposes;

Offices, which operate during normal business hours, and do not include retail, manufacturing or assembly as part of their operations;

Nursing Homes, licensed by the State of Texas;

Senior Citizen's Homes;

Personal or Assisted Care Facilities, licensed by the State of Texas;

Churches;

Libraries;

and Day Care Centers, licensed by the State of Texas.

6. LOT SIZES

The minimum lot sizes shall be regulated by the SF-1 (Single Family Large Lot) zoning district.

7. BUILDINGS SETBACKS

The minimum front and rear setback requirements shall be 25 feet from the property line, and the minimum side setback requirements shall be 10 feet from the property line.

7.1 Front and Rear Setbacks

The minimum front and rear setback requirements shall be 25 feet from the property line, and the minimum side setback requirements shall be 10 feet from the property lines.

7.2 Height Requirements

No building shall exceed thirty (30) feet in height.

7.3 Lighting

Lighting of the site shall be designed so that it does not shine on adjacent residential lots.

7.4 Trash Collection

Trash collection and pick up areas shall be located and screened so that it does not adversely affect adjacent lots.

7.5 Site Drainage

Site drainage shall ensure that runoff does not flow onto adjacent single family lots.

8. BUILDING HEIGHT

The maximum height for all buildings shall be two (2) stories, except any building within a one hundred (100) foot wide strip along the southerly boundary of the Property where it abuts a single family residential lots shall be limited to one story in height.

9. SPECIAL DESIGN STANDARDS

9.1 Roofs

All buildings shall have pitched roofs, be designed to harmonize with a residential neighborhood and, before construction, be approved in writing by the Director of Planning.

9.2 Outdoor Storage

No outdoor storage units of any kind will be permitted.

9.3 Exterior Finish

Exterior Finish shall be 75% masonry.

9.4 Signs

All freestanding signs shall be restricted to monument signs constructed of low maintenance materials.

Prohibited signs include bench signs, billboards, signs with flashing or blinking lights or mechanical movement, dayglo colors, signs that make or create noise, animated or moving signs, exposed neon illumination, painted wall signs, pennants, trailer signs, signs with beacons and any sign that obstructs the view in any direction of an intersection. Appropriate materials shall be masonry with a maximum height of six feet.

10. UTILITIES

All utilities, other than existing perimeter lines and three phase or larger lines, shall be placed underground.

11. PARKING AND LOADING

All parking and loading requirements shall be as provided as set forth for each respective use in the Zoning Ordinance of this Code.

12. SITE PLAN APPROVAL REQUIRED

The Development Review Board shall be required to ensure that design standards set forth in this Development plan are met, prior to the issuance of a building permit.

13. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

13.1 Minor Changes

Minor changes to this Agreement or Plan required by engineering or other circumstances which do not substantially change this Plan may be approved by the Director of Planning and the Director of Public Works.

13.2 Major Changes

Major changes shall be resubmitted following the same procedure required in the original PUD application.

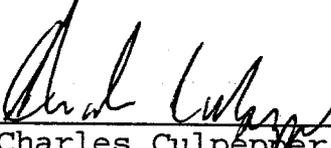
13.3 Changes in Writing

Neither this Agreement or Plan nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the City and the current Owner.

14. BINDING EFFECT

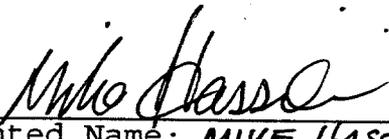
This Agreement and Plan binds and is to the benefit of the respective heirs, successors and assigns of the Owner.

CITY OF ROUND ROCK

By: 
Charles Culpepper, Mayor

Date: 12-14-95

DASHT ENTERPRISES, INC.

By: 
Printed Name: MIKE HASSIBI
Its: PRES.

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
stamped thereon.



Elaine Bizzell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Doc# 9740338

Pages: 15

Date : 09-03-1997

Time : 04:38:30 P.M.

Filed & Recorded in
Official Records
of WILLIAMSON County, TX.

ELAINE BIZZELL

COUNTY CLERK

Rec. \$ 37.00

Please return to:

1

CITY OF ROUND ROCK
ADMINISTRATION
221 EAST MAIN STREET
ROUND ROCK, TEXAS 78664