




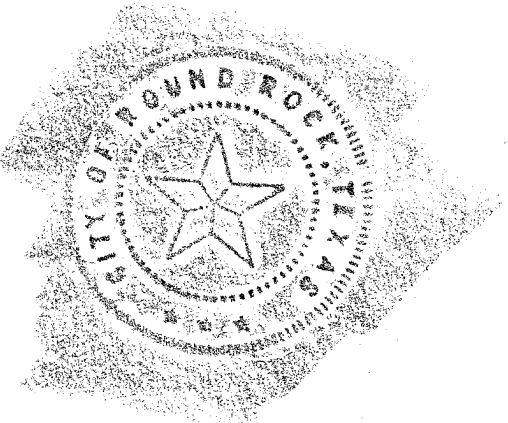
THE STATE OF TEXAS *
COUNTY OF WILLIAMSON *
CITY OF ROUND ROCK *

I, SHERRI MONROE, Assistant City Secretary of the City of Round Rock, Texas, do hereby certify that I am the custodian of the public records maintained by the City and that the above and foregoing is a true and correct copy of Ordinance No. Z-05-09-08-10C3, which approves rezoning 42.50 acres of land out of the Ephraim Evans Survey from District LI to District PUD No. 65 (Endeavor Tract). This ordinance was approved and adopted by the City Council of the City of Round Rock, Texas, on the 8th day of September, 2005. These minutes are recorded in the official City Council Minute Book No. 53.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 20th day of October 2005.



SHERRI MONROE, Assistant City Secretary



ORDINANCE NO. Z-05-09-08-10C3

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 42.50 ACRES OF LAND OUT OF THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT LI (LIGHT INDUSTRIAL) TO PLANNED UNIT DEVELOPMENT (PUD) NO. 65.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 42.50 acres of land, out of the Ephraim Evans Survey, Abstract No. 212, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from District LI (Light Industrial) to Planned Unit Development (PUD) No. 65, 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 24th day of August, 2005, 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 PUD No.65, and

WHEREAS, on the 8th day of September, 2005, 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 and Section 11.400, 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:**

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 65 meets the following goals and objectives:

- (1) The development in PUD No. 65 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 65 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 65 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. 65 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. 65 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 11.401(2)(a), 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, Planned Unit Development (PUD) No. 65, and that the Mayor is hereby authorized and directed to enter into the Agreement and Development Plan for PUD No. 65 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.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution 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 8th day of September, 2005.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2005.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2005.



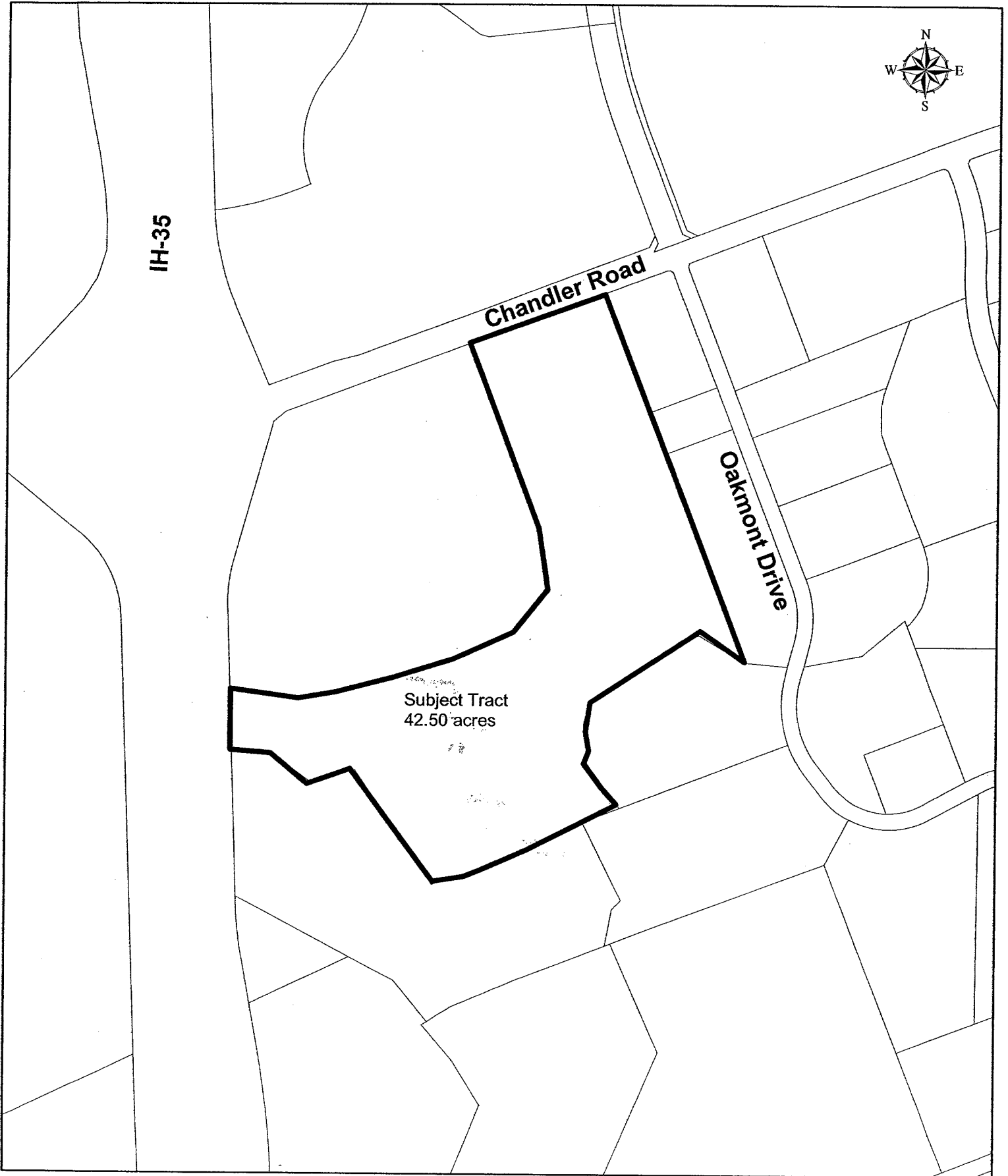
NYLE MAXWELL, Mayor
City of Round Rock, Texas

ATTEST:



CHRISTINE R. MARTINEZ, City Secretary

Rezoning from LI to PUD 65 42.50 Acres



**AGREEMENT AND DEVELOPMENT PLAN
ENDEAVOR PUD
PLANNED UNIT DEVELOPMENT NO. 65**

**THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §**

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") 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 Cerco Development, Inc., its successors and assigns, having their offices at 221 West 6th Street, Suite 1300, Austin, Texas 78701 (hereafter referred to as the "Owner").

WHEREAS, the Owner is the owner of certain real property consisting of approximately 42.50 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, The Owner has submitted a request to the City to rezone the Property as a Planned Unit Development (the "PUD").

WHEREAS, pursuant to Chapter 11, Section 11.316(8) of "the Code" (as defined in Article II, Section 1, below), the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PUD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held two public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on August 24, 2005, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PUD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City;

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:

Z - 05-09-08-1003

I.

GENERAL PROVISIONS

1. CONFORMITY WITH 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

No changes or modifications will be made to this Agreement or the Development Plan unless all provisions pertaining to changes or modifications as stated in Section II.14 below are followed.

3. ZONING VIOLATION

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 provisions as stated in Section 1.601 of the Code.

4. LIEN HOLDER CONSENT

There is no lien holder of record with regard to the Property as of the date of Agreement.

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 section shall not prevent Owner from selling or leasing the Property or portions of the Property, together with all development rights and obligations contained in this Agreement and Development Plan. No consent shall be required in connection with such sale or assignment of the Property, in part or in whole, provided the purchaser or assignee assumes Owner's obligations in writing as to such portions of the Property, upon which assumption the Owner shall be released from any further obligations hereunder.

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

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.

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 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 (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals

This Agreement may be executed in duplicate original, 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

CITY OF ROUND ROCK

Cerco Development, Inc.
221 West 6th Street
Suite 1300
Austin, Texas 78701
Attn: Jeff Newberg

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

5.10 Appeal of Administrative Decisions

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within fourteen (14) days following receipt by Owner of the written confirmation of the decision.

5.11 Binding Effect

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns, and runs with the land.

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) as amended through and including the date of this Agreement, but not afterward, City of Round Rock, Texas, hereinafter referred to as "the Code."

2. PROPERTY

This Development Plan ("Plan") covers approximately 42.50 acres of land, located within the city limits of Round Rock, Texas, and more particularly described by metes and bounds in **Exhibit "A"**.

3. EFFECTIVE DATE

Prior to the effective date of this Agreement, the Property was zoned "LI". Notwithstanding the base zoning district identified for the Property in Section 5.1, and notwithstanding Sections 6 (Permitted Uses) and 7 (Prohibited Uses) below, all "LI" zoning district permitted uses and all applicable regulations shall be allowed on the Property until the closing (i.e., delivery of title and purchase funds) of the sale of the Property by McNeil Consumer & Specialty Pharmaceuticals, a division of McNeil-PPC, to Cerco Development, Inc. or its assigns pursuant to the contract between them (the "Sale"), on which Sale date all of Sections 4 through 16 of this Agreement shall apply. The purchaser at the Sale shall submit to the City an affidavit in the form attached hereto as **Exhibit "F"** stating that the Sale has occurred.

4. PURPOSE

The purpose of this Plan is to ensure a 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, as amended, 3) 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 welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

5. APPLICABILITY OF CITY ORDINANCES

5.1 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 of the Code. Except as provided otherwise in this Agreement, the base zoning district for the Property is "C-1" (General Commercial). Notwithstanding the foregoing, if there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

5.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Agreement shall control.

6. PERMITTED USES

All of the uses listed as permitted by right for zoning district "C-1" under the Code shall be permitted uses on the Property, together with the following which shall also be permitted uses:

- Park, Private
- Residential, located above ground floor retail (provided that such residential usage may not exceed two (2) additional stories above the ground floor retail use)
- Eating Establishments, including one and only one drive through located at the northeast corner of the Property in the general configuration depicted in **Exhibit "B"** such that the drive through queuing lane is not in the street yard; and provided that a non-vehicular "to go" window for a sit down restaurant shall not be counted as such a drive through use

7. PROHIBITED USES

In addition to uses that are prohibited in zoning district "C-1" under the Code, the following uses are prohibited:

- Automotive & machinery repair
- Automotive & machinery services
- Automotive & machinery washes
- Automotive parts sales (as a primary use)
- Automotive rental
- Automotive sales
- Billiard parlors & pool halls (as a primary use)
- Boat sales (as a primary use)
- Bulk distribution centers (provided that this shall not prohibit warehouse use that is ancillary to a permitted primary use)
- Camper sales
- Campgrounds
- Donation centers
- Flea markets
- Gasoline & fuel sales
- Grocery store
- Heavy equipment sales, rental & leasing
- Industrial building sales
- Kennels
- Manufactured home sales
- Mini warehouses
- Outdoor Entertainment

- Pawn shops
- Portable building sales (as a primary use)
- Recreational vehicle parks
- Recycling centers (provided that this prohibition shall not prevent use of temporary collection and storage bins for recyclable materials generated by a permitted use during the ordinary course of business)
- Sale of used goods (except antiques and estate sales)
- Self-Storage
- Sexually oriented businesses
- Shooting ranges
- Tattoo parlors
- Truck service or repair
- Truck stops
- Trucking terminals
- Video arcades (as a primary use)
- Wholesale nurseries (as a primary use)
- Wireless Transmission Facility, Self-Standing
- Wrecking yards

8. **ADDITIONAL USES**

All other uses that are not specifically addressed in this ordinance will require an amendment in accordance with Section 14, below.

9. **LANDSCAPING**

In addition to complying with the landscape and tree ordinances of the Code, development of the Property shall include the preservation of the existing Monarch Tree located on the Property and the following enhancements along the Primary Access Drive, as identified in **Exhibit "C-1"**.

One large tree shall be planted every forty feet (40') on center in the median island and along the south and east sides of the Primary Access Drive, as conceptually depicted in **Exhibits "C-3", "C-4" and "C-5"**, with the exception of both ends of the drive and the interior intersections, which shall have decorative paving and shall be landscaped with ornamental plantings consisting of small trees, shrubs and grasses, as conceptually depicted in **Exhibits "C-2", "C-3", "C-4" and "C-5"**.

10. **SIGNAGE**

Except to the extent that this Agreement provides for signage regulation that is in conflict with the Code, the signage regulations of the Code shall apply to the Property.

In the event of a conflict between the Code and this Agreement, the provisions of this Agreement shall control. Changes in the location or appearance of signs described in this Section 10, as well as changes in the number, size, or height of signs that differ no more than ten percent (10%) from the standards set forth below, are minor changes pursuant to Section 14 below.

10.1 Entrance Signs

For the purpose of directing traffic to the entrance of the shopping center, one (1) double-sided free-standing sign may be installed and maintained by Owner at the drive off of the IH-35 frontage road and at one of the two drives (at Owner's choice) off of Chandler Road, as depicted in **Exhibit "E"**, for a total of two (2) such free-standing signs. Each such free-standing sign shall have a masonry base, such masonry to be consistent with the masonry and design standards applicable to the Property pursuant to Section 11 of this Agreement. Entrance signs shall incorporate materials and colors that are complementary to the overall design of the shopping center.

Either or both free-standing signs may be pole signs, provided a pole sign shall have the masonry base just described, and provided a pole sign be supported by a minimum of (2) poles which shall not be round.

The pole sign at the drive off of the IH-35 frontage road shall not exceed forty-five (45) feet in height, and the pole sign at the drive off of Chandler Road shall not exceed thirty (30) feet in height.

The face or sign area of each such pylon sign shall not exceed ninety (90) square feet. "Sign area" is defined as the number of square feet contained within the smallest single polygon that will encompass the actual lettering and any logo on one face of the sign (a logo may be measured using a separate polygon or circle from that containing the lettering). The portions of a structure on which the sign is located are not counted as part of the sign area provided they are not contained within the polygon.

10.2 Monument Signs

One (1) monument sign shall be permitted for each pad site abutting Chandler Road, up to a maximum of three (3) monument signs, and one (1) monument sign shall be permitted for a pad site abutting the IH-35 frontage road. In addition, one monument sign shall be permitted for each interior pad site on the Property, up to a maximum of three (3) monument signs along the Primary Access Drive identified in **Exhibit "C-1"**. Each sign (i) may be up to six (6) feet in height, (ii) shall have a masonry base and masonry framing around the sign face,

provided that the masonry shall be of a type consistent with the design standards applicable to the Property pursuant to Section 11 of this Agreement, (iii) need not comply with the landscaping requirements of the Code if such monument sign is located on or adjacent to a berm feature located on the perimeter of the Property, and (iv) may in any event have a face or sign area not to exceed fifty (50) square feet.

Monument signs shall be illuminated either by (i) ground-mounted fixtures or (ii) with internally illuminated channel letters with reverse channel, halo, plex face or routed panel with push-through letters. Only the business symbol/logo may be plex face.

11. DESIGN STANDARDS

The buildings constructed on the Property shall be 100% masonry, provided that at least 50% of the overall exterior of such buildings, in the aggregate, shall be stone; and provided further that at least 50% of the exterior of any building containing an eating establishment use with drive through shall be stone. The color and texture of the stone used on the Property shall be compatible and harmonious with the buildings constructed on PUD 59 and/or PUD 60, as conceptually depicted in **Exhibit "D"**; provided, however, that if buildings on the Property are constructed prior to the development of PUD 59 and PUD 60, then such stone used on the Property shall be compatible and harmonious with the color and texture of the stone specified in the construction plans for the buildings to be constructed on PUD 59 and/or PUD 60.

The following materials are prohibited on the exterior walls and roofs of all buildings and structures.

- Asbestos
- Mirrored Glass (reflectivity of 20% or more)
- Corrugated metal
- Unfinished sheet metal (except for trim or minor decorative features approved by the Director of Planning, or as otherwise provided herein)

12. UNDERGROUND UTILITY SERVICE

Except where approved in writing by the Chief of Public Works Operations, all electrical, telephone and cablevision distribution and service lines, other than overhead lines that are three phase or larger, shall be placed underground. All transformers must be visually screened.

13. DRIVEWAY ACCESS AND THROAT LENGTHS

13.1 Driveway Access

Driveway access shall be permitted in accordance with the approved Traffic Impact Analysis on file with the Director of Transportation Services and generally in accordance with the locations depicted in **Exhibit "E"**, subject to site plan approval.

13.2 Driveway Throat Lengths

Primary driveways off of the public rights-of-way adjacent to the Property, as "primary" is determined by the City of Round Rock Director of Transportation Services (Director), shall provide a minimum driveway throat of one hundred (100) feet. No parking spaces or internal access drives shall intersect with such primary driveways within this throat unless otherwise approved by the Director in connection with site plan approval. Throat length of primary drives shall be measured from edge of pavement.

14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

14.1 Minor Changes

Minor changes to this Agreement or Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning and Community Development, and the City Attorney.

14.2 Major Changes

All changes not permitted under section 14.1 above shall be resubmitted following the same procedure required by the original PUD application.

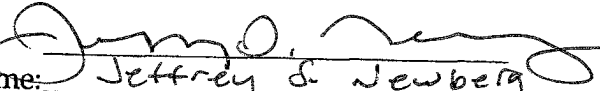
15. CONCEPT PLAN APPROVED

Approval of this Agreement constitutes Concept Plan approval under the City Subdivision Ordinance.

16. GENERAL PLAN 2000

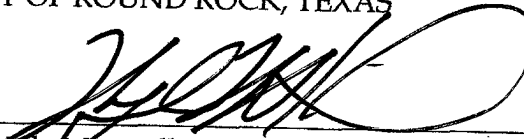
This Agreement amends the Round Rock General Plan 2000, which was adopted on June 10, 1999.

Cerco Development, Inc.


By: 
Name: Jeffrey S. Newberg
Title: SVP

Date: 9/13/05

CITY OF ROUND ROCK, TEXAS

By: 
Nyle Maxwell, Mayor

ATTEST:

By: 
Christine Martinez, City Secretary

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
Exhibit "A"	Metes and Bounds Description of Property
Exhibit "B"	Drive Through Location
Exhibit "C-1"	Primary Access Drive
Exhibit "C-2"	Entry Feature Landscaping (IH-35)
Exhibit "C-3"	Entry Feature Landscaping (Chandler Road)
Exhibit "C-4"	Primary Access Drive Landscaping
Exhibit "C-5"	Monarch Tree Landscaping
Exhibit "D"	Masonry Theme for PUD's 59 and 60
Exhibit "E"	Driveway Access
Exhibit "F"	Affidavit of Sale

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621

Thomas P. Dixon
R.P.L.S. 4324
J9802FN2

EXHIBIT "A"

page 1 of 3

July 20, 2005

FIELD NOTES

FIELD NOTES 42.50 ACRES OF LAND, MORE OR LESS, OUT OF THE EPHAIM EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF THAT CERTAIN 94.39 ACRE TRACT OF LAND DESCRIBED IN VOLUME 657, PAGE 659, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND FURTHER BEING ALL OF LOT 2, BLOCK A, "FINAL PLAT OF EAST CHANDLER RETAIL CENTER", A PROPOSED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING at point on the east line of said 94.39 acre tract, same being on the west line of Lot 1, Oakmont Centre Section 2, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, slide 174, Plat Records, Williamson County, Texas, for the N.E. corner of Lot 2, Block A, "FINAL PLAT OF EAST CHANDLER RETAIL CENTER", for the N.E. corner hereof, from which point an iron rod found on the south R.O.W. of West Chandler Road (County Road 114) at the N.W. corner of Lot 1, Oakmont Centre Section 2, bears N20°55'19"E at a distance of 21.00 feet;

THENCE S20°55'19"E for a distance of 1479.61 feet to an iron rod found at the S.W. corner of Lot 1, Block B, Oakmont Centre Section 5, for the most easterly, S.E. corner hereof;

THENCE the following nine (9) courses and distances along the north line of Lot 5, Block B, Oakmont Centre Section 5:

1. N72°39'36"W for a distance of 23.68 feet to a pipe found;
2. N59°04'07"W for a distance of 158.08 feet to an iron rod found;
3. S67°29'15"W for a distance of 113.42 feet to an iron rod set;
4. S54°57'23"W for a distance of 373.45 feet to an iron rod found;
5. S22°25'39"W for a distance of 29.15 feet to an iron rod found;
6. S09°24'29"W for a distance of 69.60 feet to an iron rod found;
7. S07°36'56"E for a distance of 79.37 feet to an iron rod found;
8. S18°22'33"W for a distance of 44.30 feet to an iron rod found;
9. S35°15'54"E for a distance of 226.60 feet to an iron rod found at the N.W. corner of that certain 2.0 acre tract recorded in Volume 951, Page 17, Deed Records, Williamson County, Texas, for the most southerly, S.E. corner hereof;

THENCE S68°17'04"W for a distance of 137.20 feet to an iron rod found at the N.W. corner of Lot 5, Block B, Oakmont Centre Section 5;

P.O. Box 160176
Austin, Texas 78716-0176

Waterloo Surveyors Inc.

Office: 512-481-9602
Fax: 512-330-1621

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R.P.L.S. 4324
J9802FN2

EXHIBIT "A"

page 2 of 3

July 20, 2005

THENCE S63°50'35"W for a distance of 238.36 feet to an iron rod set at the N.W. corner of that certain 2.35 acre tract recorded in Volume 871, Page 369, Deed Records, Williamson County, Texas;

THENCE S64°23'51"W for a distance of 164.56 feet to an iron rod set;

THENCE S71°07'09"W for a distance of 229.88 feet to an iron rod found at the N.W. corner of that certain 2.0 acre tract recorded in Volume 871, Page 374, Deed Records, Williamson County, Texas, same being at an angle point on the east line of that certain 14.64 acre tract of land recorded in Volume 778, Page 330, Deed Records, Williamson County, Texas for the most southerly, S.W. corner hereof;

THENCE the following four (4) courses and distances along the north line of said 14.64 acre tract:

1. N34°45'51"W for a distance of 530.13 feet to an iron rod set;
2. S75°23'51"W for a distance of 171.67 feet to an iron rod set;
3. N52°30'20"W for a distance of 172.40 feet to an iron rod set;
4. N81°31'11"W for a distance of 173.14 feet to an iron rod found on the east R.O.W. of Interstate Highway 35 at the common N.W. corner of said 14.64 acre tract and the S.W. corner hereof;

THENCE the following two courses and distances along the east R.O.W. of Interstate Highway 35:

1. N02°03'55"W for a distance of 112.67 feet to an iron rod found at the N.W. corner of that certain tract of parcel of land recorded in Volume 657, Page 655, Deed Records, Williamson County, Texas;
2. N02°03'55"W for a distance of 134.53 feet to a point for the most westerly, N.W. corner hereof from which point a highway monument found at the point of curvature of a curve curving to the right bears N02°03'55"W at a distance of 192.00 feet;

THENCE the following eleven (11) courses and distances crossing said 94.39 acre tract:

1. N88°03'22"E for a distance of 71.42 feet to the point of curvature of a curve curving to the right having a radius of 263.86 feet;
2. 27.79 feet along the arc of said curve with a chord which bears S89°03'09"E for a distance of 27.77 feet to the point of curvature of a reverse curve curving to the left with a radius of 406.00 feet;
3. 175.74 feet long the arc of said curve with a chord which bears N81°41'23"E for a distance of 174.37 feet to the point of tangency of said curve;
4. N69°17'40"E for a distance of 685.32 feet to the point of curvature of a curve curving to the left with a radius of 158.15 feet;
5. 118.42 feet along the arc of said curve with a chord which bears N47°51'41"E for a distance of 115.67 feet to the point of tangency of said curve;
6. N26°25'55"E for a distance of 77.45 feet to the point of curvature of a curve curving to the left with a radius of 220.00 feet;

P.O. Box 160176
Austin, Texas 78716-0176

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R.P.L.S. 4324
J9802FN2

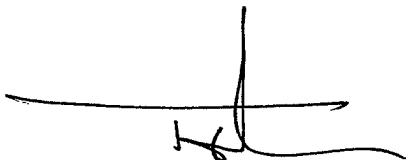
EXHIBIT "A"

page 3 of 3

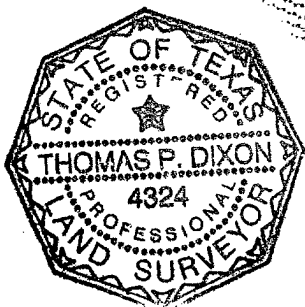
July 20, 2005

7. 181.06 feet along the arc of said curve with a chord which bears N02°51'17"E for a distance of 175.99 feet to the point of tangency of said curve;
8. N20°42'27"W for a distance of 659.45 feet;
9. N69°17'33"E for a distance of 74.82 feet;
10. N24°20'53"E for a distance of 54.63 feet;
11. N69°17'21"E for a distance of 563.47 feet to the **POINT OF BEGINNING**, containing 42.50 acres of land.

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.



Thomas P. Dixon R.P.L.S. 4324



P.O. Box 160176
Austin, Texas 78716-0176

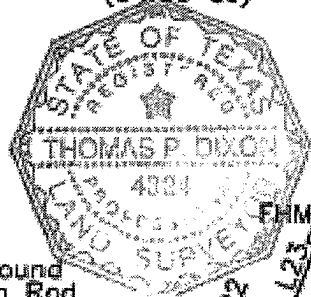
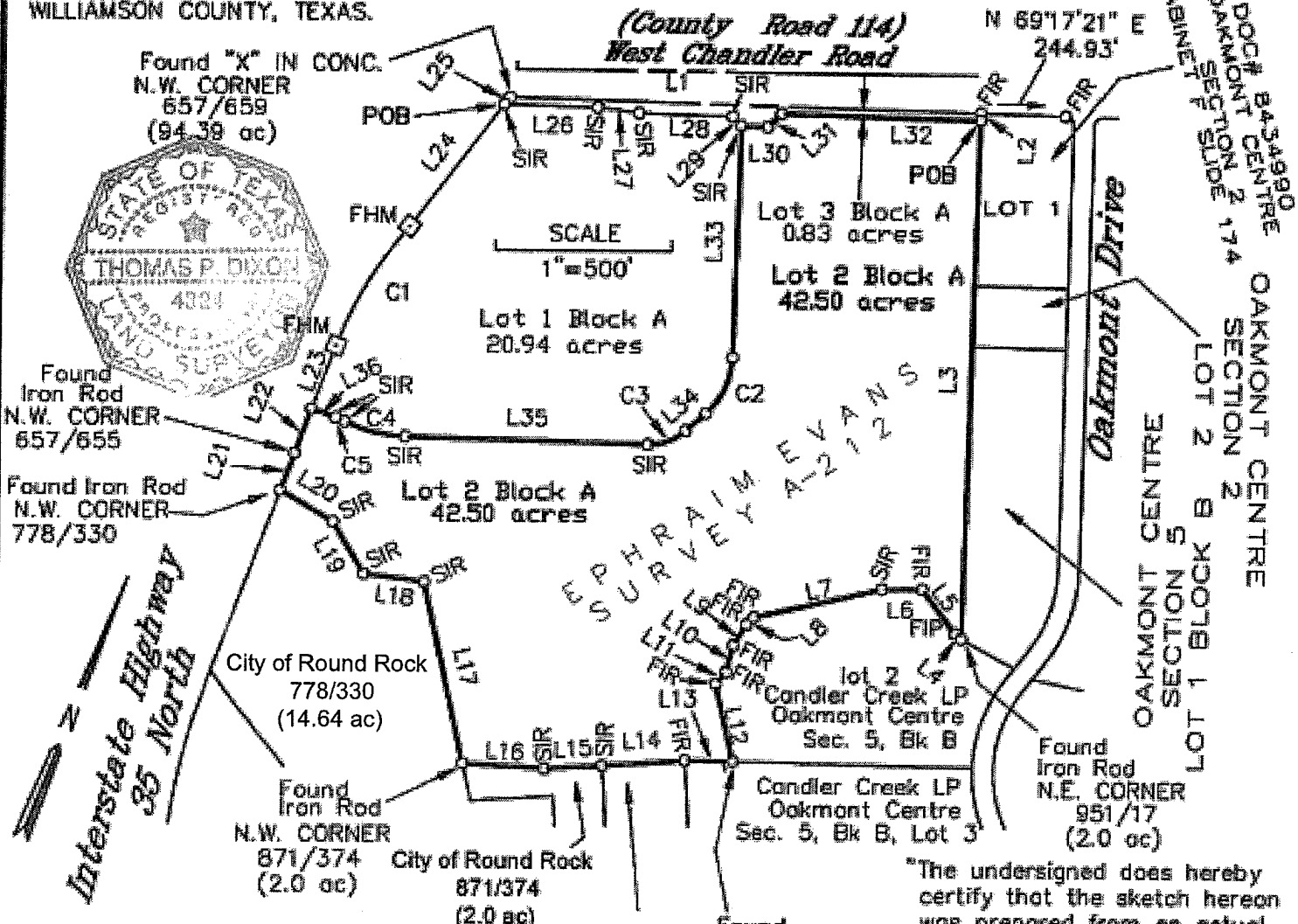
SURVEY PLAT

J9802FM2

LEGAL DESCRIPTION:

42.50 ACRES OF LAND, MORE OR LESS, OUT OF THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 94.39 ACRE TRACT OF LAND DESCRIBED VOLUME 657, PAGE 659, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF LOT 1, BLOCK A, "FINAL PLAT OF EAST CHANDLER RETAIL CENTER", A PROPOSED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS.

LEGEND
 FOUND IRON ROD FIR
 SET IRON ROD SIR
 FOUND IRON PIPE FIP
 FOUND HIGHWAY MONUMENT FHM
 POINT OF BEGINNING POB



LINE COURSE AND DISTANCE CALLS

LINE	DIRECTION	DISTANCE
L1	N 69°17'21" E	1338.91'
L2	S 20°55'19" E	21.00'
L3	S 20°55'19" E	1479.61'
L4	N 72°39'36" W	23.68'
L5	N 59°04'07" W	158.08'
L6	S 67°29'15" W	113.42'
L7	S 54°57'23" W	373.45'
L8	S 22°25'39" W	29.15'
L9	S 09°24'29" W	69.60'
L10	S 07°36'56" E	79.37'
L11	S 18°22'33" W	44.30'
L12	S 35°15'54" E	226.60'
L13	S 68°17'04" W	137.20'
L14	S 63°50'35" W	238.36'
L15	S 64°23'51" W	164.56'
L16	S 71°07'09" W	229.88'
L17	N 34°45'51" W	530.13'
L18	S 75°23'51" W	171.67'
L19	N 52°30'20" W	172.40'

City of Round Rock Iron Rod 871/368 S.W. CORNER (2.32 ac) 951/17

L20	N 81°31'11" W	173.14'
L21	S 02°03'55" E	112.67'
L22	S 02°03'55" E	134.53'
L23	S 02°03'55" E	192.00'
L24	N 14°48'52" E	435.92'
L25	N 14°48'52" E	25.79'
L26	N 69°17'21" E	263.66'
L27	N 75°05'45" E	118.61'
L28	N 69°17'21" E	268.81'
L29	S 65°39'07" E	37.56'
L30	N 69°17'33" E	74.82'
L31	N 24°20'53" E	54.63'

"The undersigned does hereby certify that the sketch hereon was prepared from an actual on-the-ground survey and that it is true and correct to the best of my knowledge on this the 15th day of August, 2005.

Thomas P. Dixon RPLS 4324

L32	N 69°17'21" E	563.47'
L33	N 20°42'27" W	659.45'
L34	N 26°25'55" E	77.45'
L35	N 69°17'40" E	685.32'
L36	N 88°03'22" E	71.42'

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	1095.90'	398.72'	396.52'	S 08°19'14" W
C2	220.00'	181.06'	175.99'	N 02°51'17" E
C3	158.15'	118.42'	115.67'	N 47°51'41" E
C4	406.00'	175.74'	174.37'	N 81°41'23" E
C5	263.86'	27.79'	27.77'	N 89°03'09" W

Waterloo Surveyors Inc.
SURVEY PLAT

J9802FN2

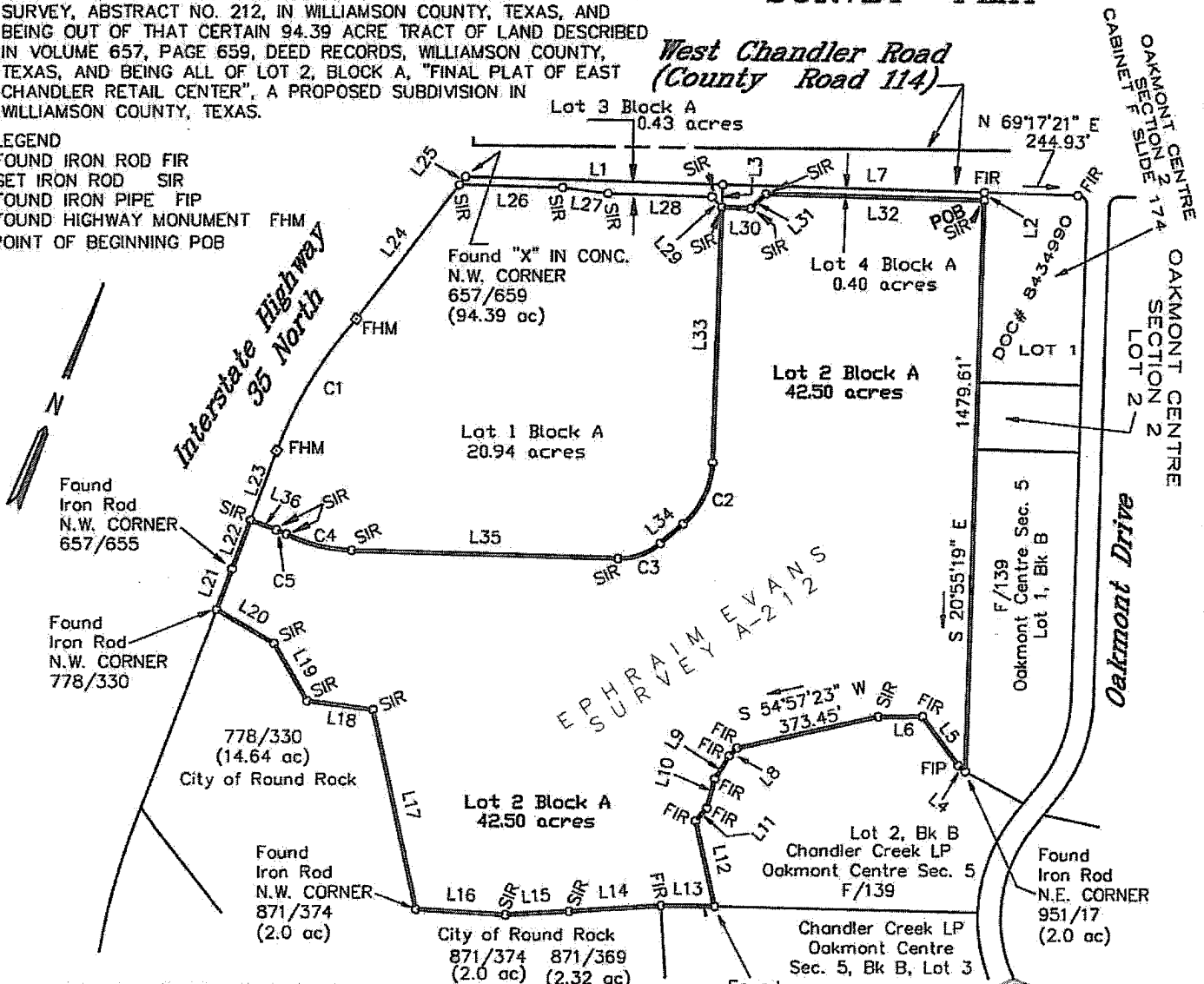
LEGAL DESCRIPTION:

42.50 ACRES OF LAND, MORE OR LESS, OUT OF THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 94.39 ACRE TRACT OF LAND DESCRIBED IN VOLUME 657, PAGE 659, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF LOT 2, BLOCK A, "FINAL PLAT OF EAST CHANDLER RETAIL CENTER", A PROPOSED SUBDIVISION IN WILLIAMSON COUNTY, TEXAS.

LEGEND

- FOUND IRON ROD FIR
- SET IRON ROD SIR
- FOUND IRON PIPE FIP
- FOUND HIGHWAY MONUMENT FHM
- POINT OF BEGINNING POB

*West Chandler Road
(County Road 114)*

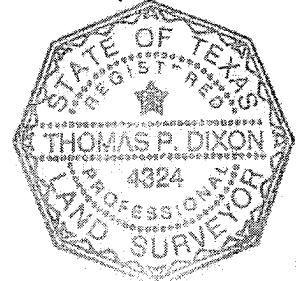


LINE COURSE AND DISTANCE CALLS

LINE	DIRECTION	DISTANCE
L1	N 69°17'21" E	662.03'
L2	N 20°55'19" E	21.00'
L3	S 20°42'27" E	59.59'
L4	N 72°39'36" W	23.68'
L5	N 59°04'07" W	158.08'
L6	S 67°29'14" W	113.42'
L7	N 69°17'21" E	676.88'
L8	S 22°25'39" W	29.15'
L9	S 09°24'29" W	69.60'
L10	S 07°36'57" E	79.37'
L11	S 18°22'32" W	44.30'
L12	S 35°15'54" E	226.60'
L13	S 68°17'04" W	137.20'
L14	S 63°50'35" W	238.36'
L15	S 64°23'50" W	164.56'
L16	S 71°07'09" W	229.88'
L17	N 34°45'51" W	530.13'
L18	S 75°23'51" W	171.67'

L19	N 52°30'21" W	172.40'
L20	N 81°31'11" W	173.14'
L21	N 02°03'55" W	112.67'
L22	N 02°03'55" W	134.53'
L23	N 02°03'55" W	192.00'
L24	N 14°46'52" E	435.92'
L25	N 14°46'52" E	25.79'
L26	N 69°17'21" E	263.66'
L27	N 75°05'45" E	118.61'
L28	N 69°17'21" E	268.81'
L29	S 65°39'08" E	37.56'
L30	N 69°17'33" E	74.82'
L31	N 24°20'52" E	54.63'
L32	N 69°17'21" E	563.47'
L33	N 20°42'27" W	659.45'
L34	N 26°25'55" E	77.42'
L35	N 69°17'40" E	685.29'
L36	N 88°03'21" E	71.43'

CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	1095.90'	398.72'	396.52'	S 08°19'14" W
C2	220.00'	181.06'	175.99'	N 02°51'16" E
C3	158.15'	118.48'	115.73'	N 47°51'43" E
C4	406.00'	175.04'	173.68'	N 81°38'25" E
C5	263.86'	28.49'	28.47'	S 88°58'35" E



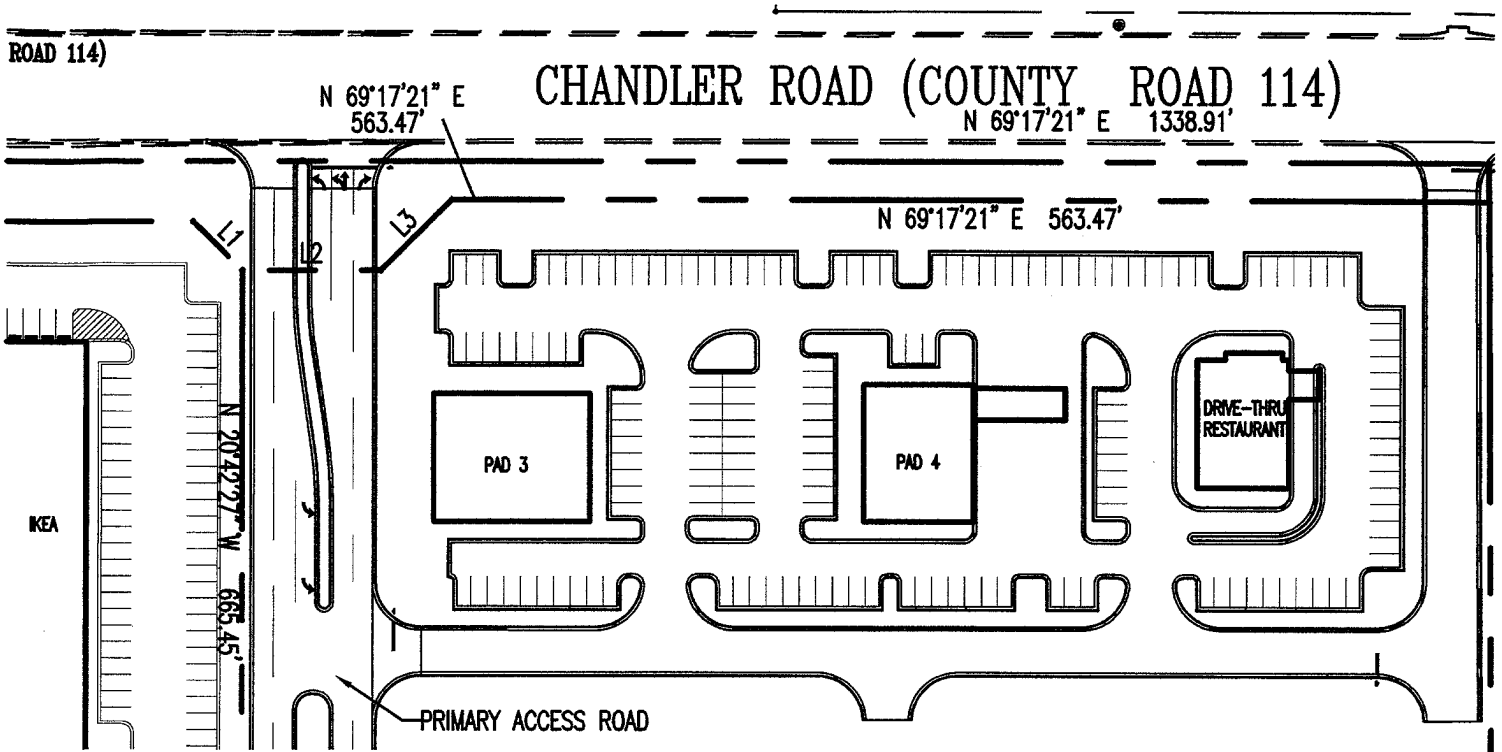
"THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE SKETCH HEREON WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY AND THAT IS IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ON THIS THE 12TH DAY OF SEPTEMBER, 2005."

Thomas P. Dixon R.P.L.S. 4324

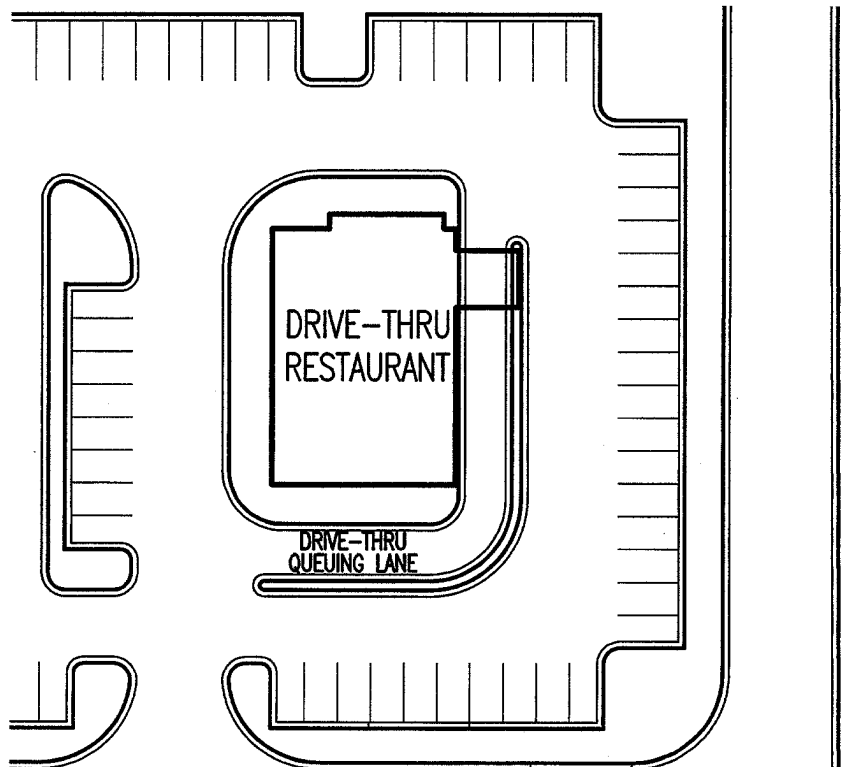
WATERLOO SURVEYORS INC.
P.O. BOX 160176
AUSTIN, TEXAS 78716-0176
PHONE: (512) 481-9602

EXHIBIT B

DRIVE THROUGH LOCATION



1. PARTIAL PLAN VIEW
1"=100'



2. ENLARGED PLAN VIEW
1"=50'

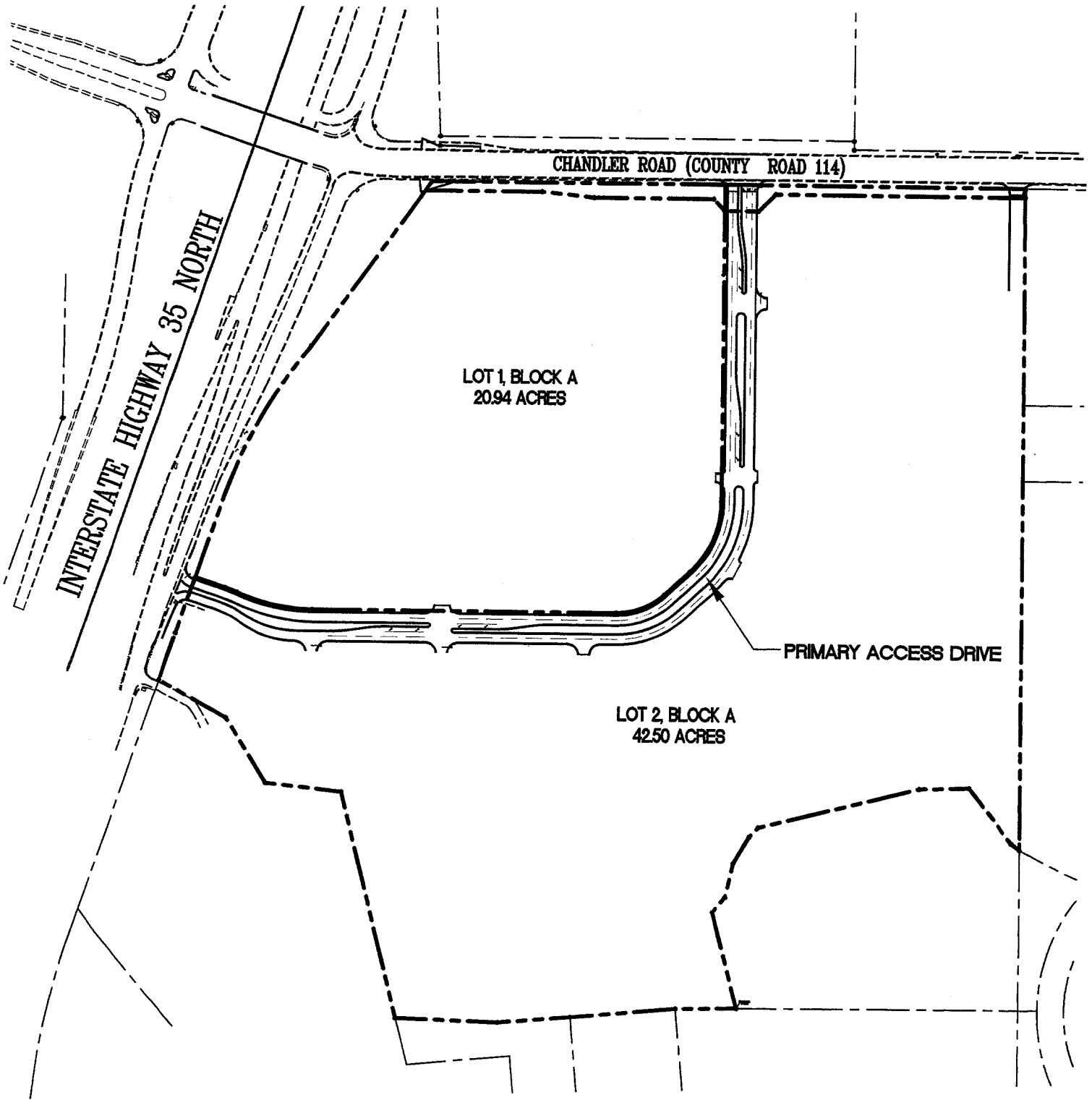
EXHIBIT C

PRIMARY ACCESS DRIVE LANDSCAPING

Exhibit "C-1"	Primary Access Drive
Exhibit "C-2"	Entry Feature Landscaping (IH-35)
Exhibit "C-3"	Entry Feature Landscaping (Chandler Road)
Exhibit "C-4"	Primary Access Drive Landscaping
Exhibit "C-5"	Monarch Tree Landscaping

EXHIBIT C-1

PRIMARY ACCESS DRIVE



CHANDLER ROAD (COUNTY ROAD 114)

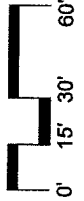
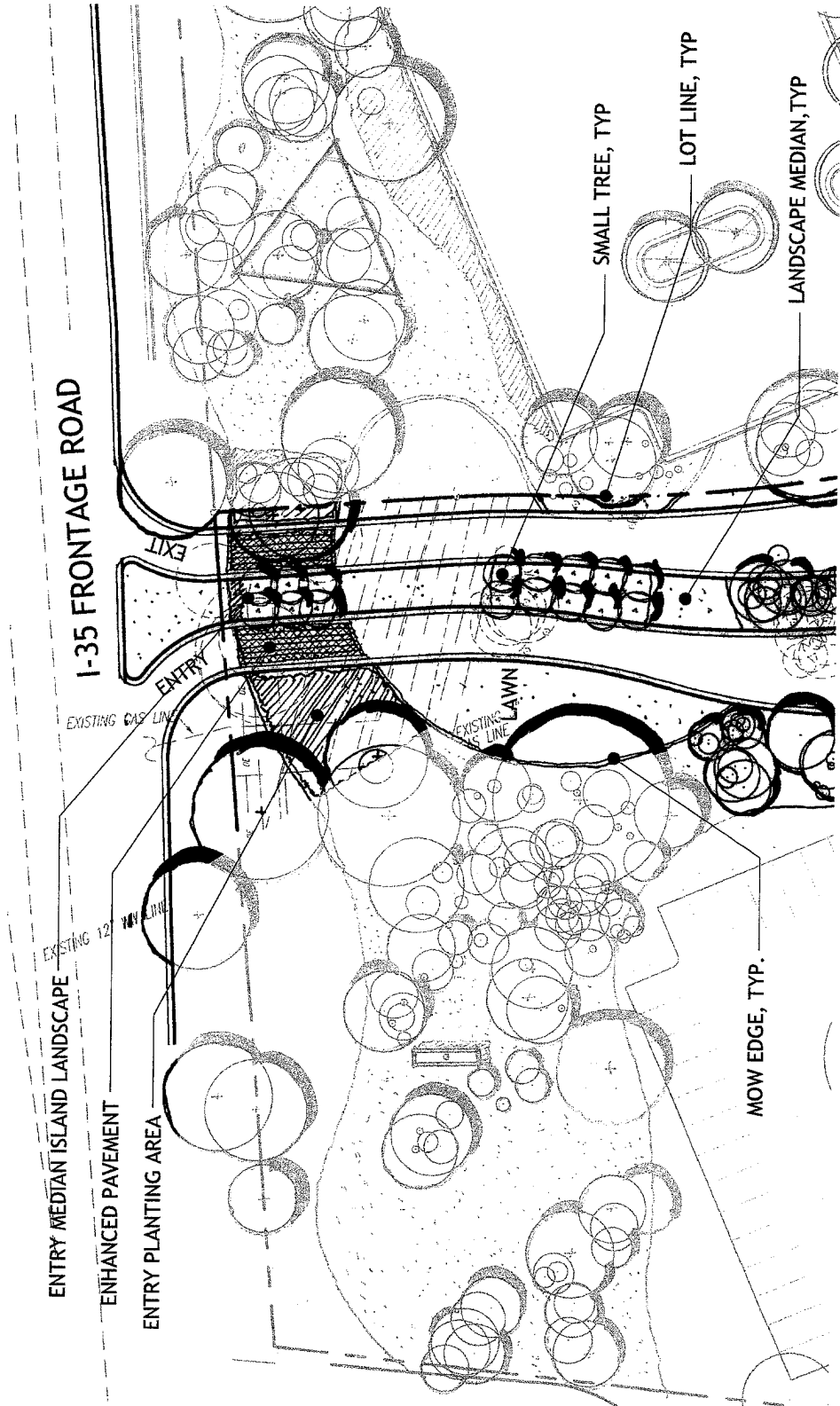
INTERSTATE HIGHWAY 35 NORTH

LOT 1, BLOCK A
20.94 ACRES

LOT 2, BLOCK A
42.50 ACRES

PRIMARY ACCESS DRIVE

NOTE: This Exhibit is a conceptual representation of the landscaping requirements included in the text of this PUD and does not reflect actual tree protection and mitigation requirements.

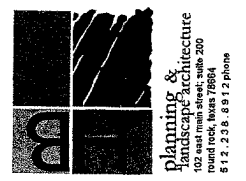


User - Lot 2

Entry Feature Landscaping

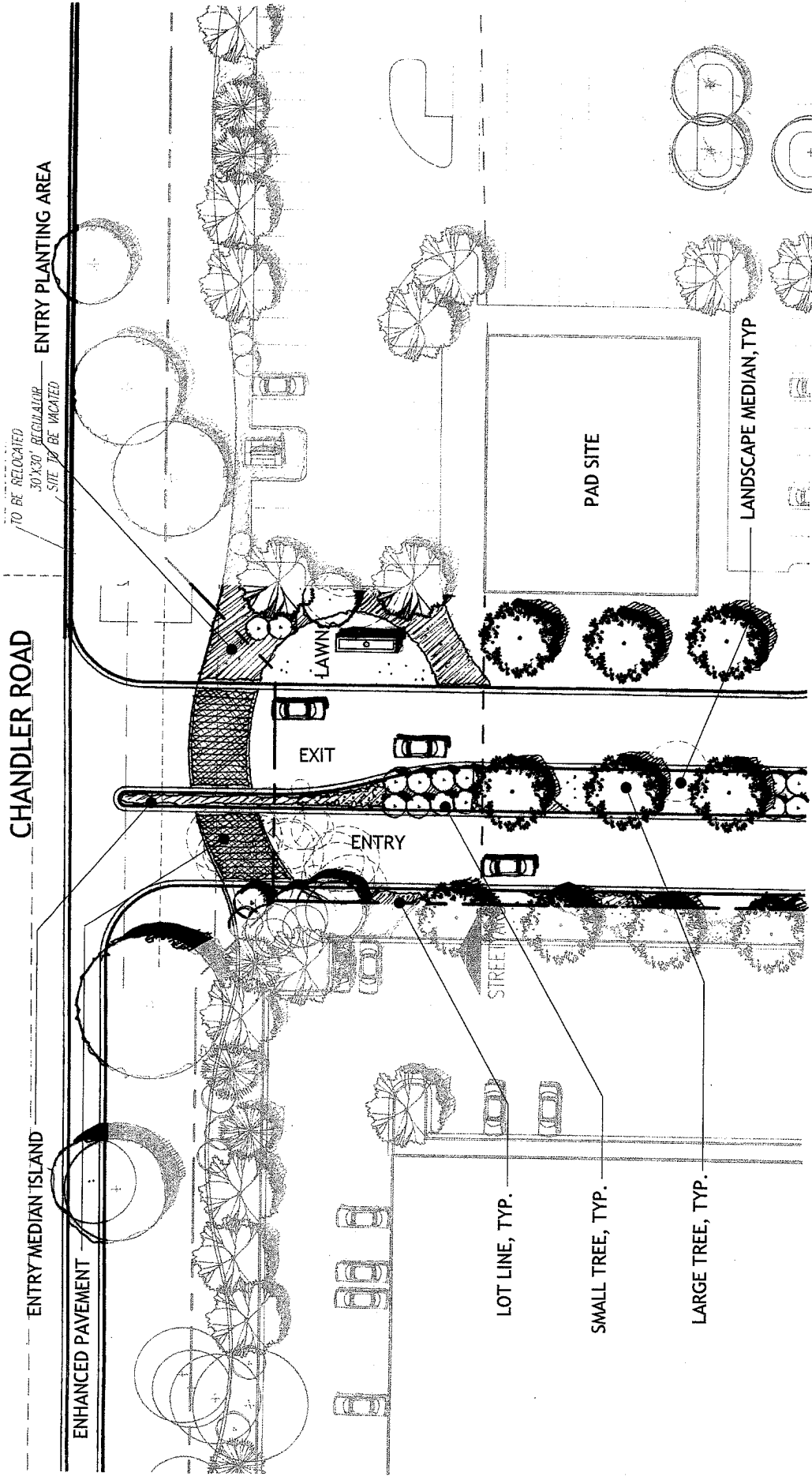
EXHIBIT C-2

DATE: AUGUST 22, 2005
All information shown is based from sources deemed reliable and is subject to change.



Planning & Landscape Architecture
102 East Main Street, Suite 200
Round Rock, Texas 78664
512.226.8912 phone

NOTE: This Exhibit is a conceptual representation of the landscaping requirements included in the text of this PUD and does not reflect actual tree protection and mitigation requirements.

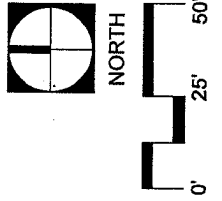
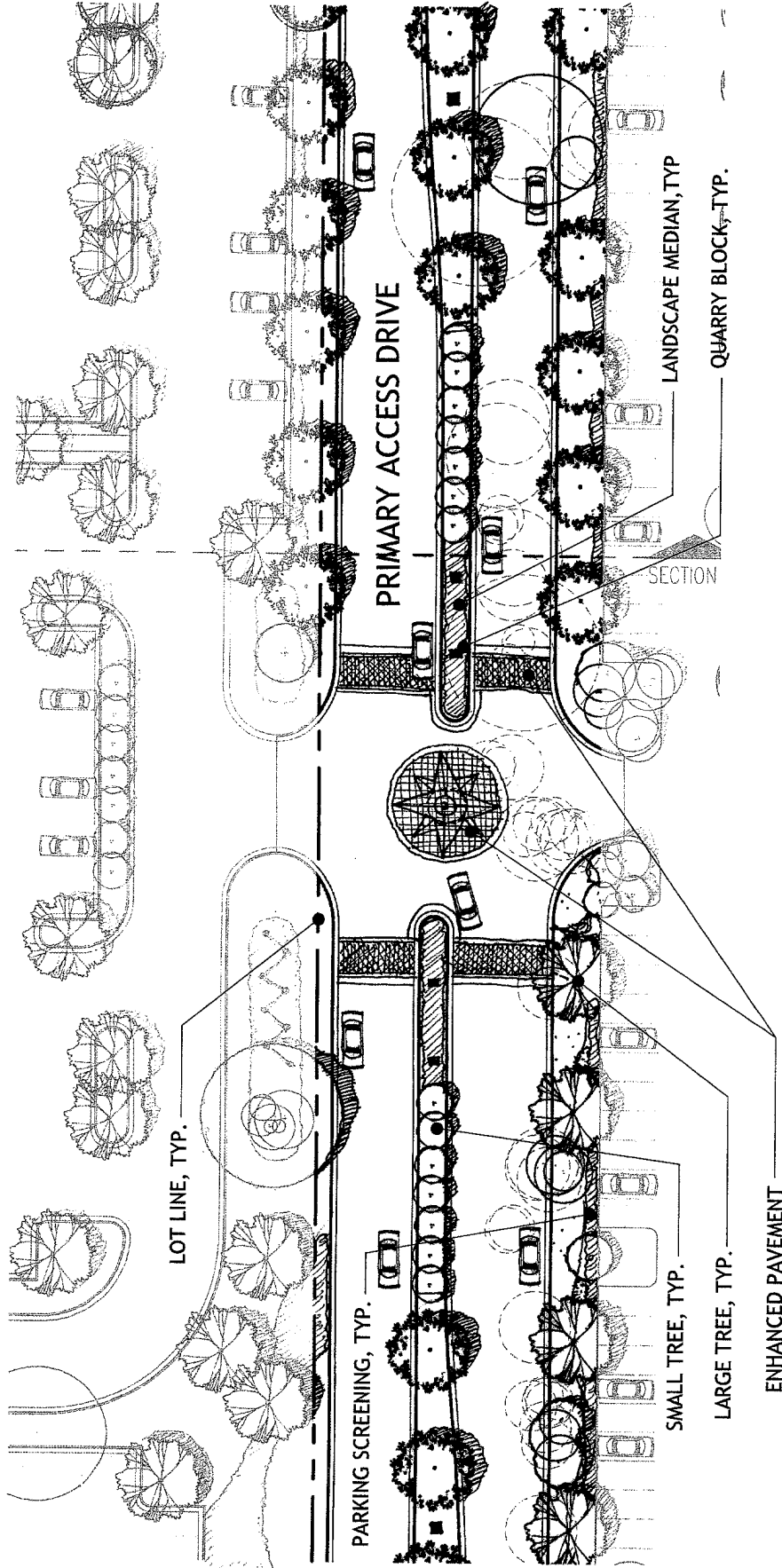


User - Lot 2

Entry Feature Landscaping

EXHIBIT C-3

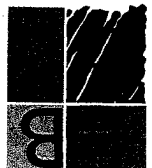
NOTE: This Exhibit is a conceptual representation of the landscaping requirements included in the text of this PUD and does not reflect actual tree protection and mitigation requirements.



User - Lot 2

Primary Access Drive Landscaping

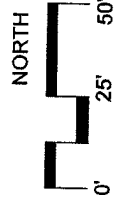
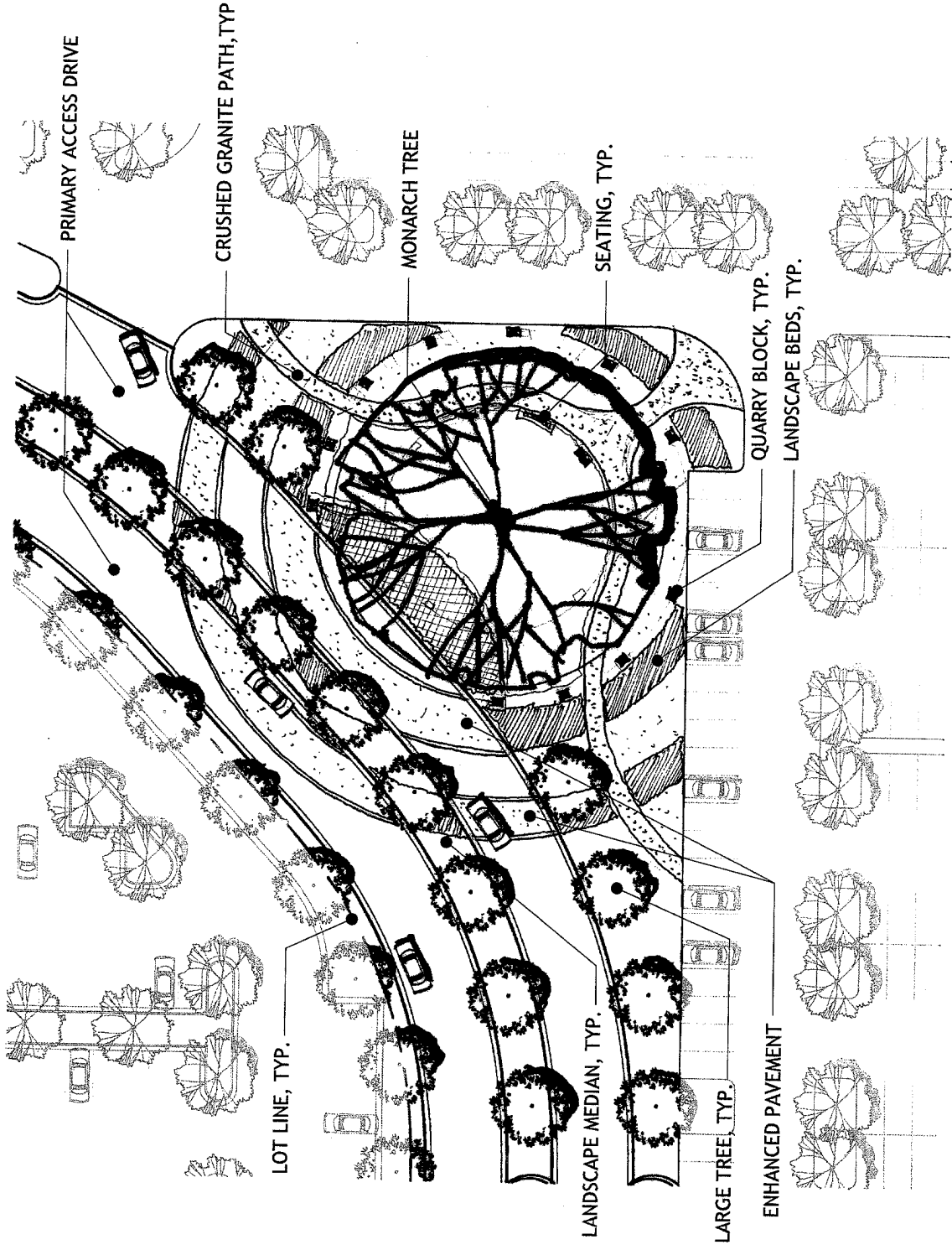
EXHIBIT C-4



planning &
landscape architecture
102 east main street, suite 200
poultice, iowa 52864
515.236.8917 phone

DATE: AUGUST 22, 2005
All information shown is based from sources deemed reliable and is subject to change.

NOTE: This Exhibit is a conceptual representation of the landscaping requirements included in the text of this PUD and does not reflect actual tree protection and mitigation requirements.

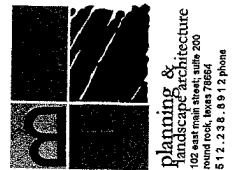


User - Lot 2

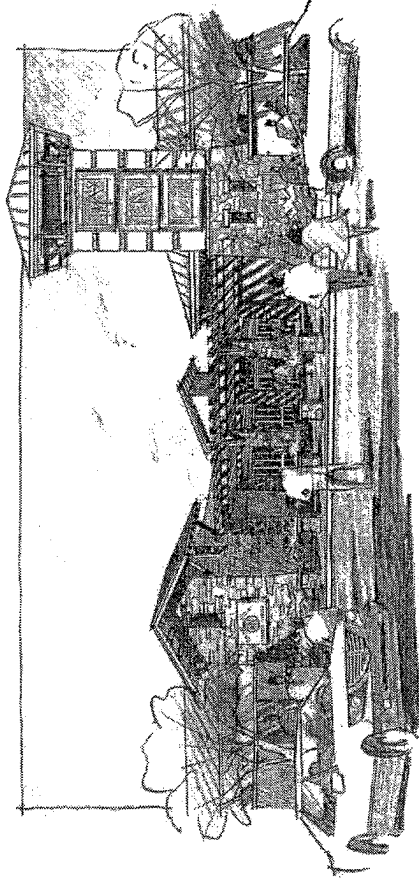
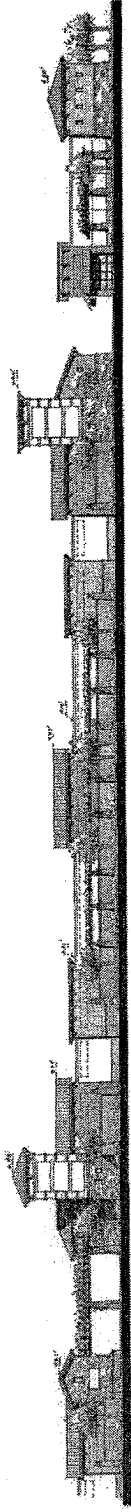
Monarch Tree Landscaping

EXHIBIT C-5

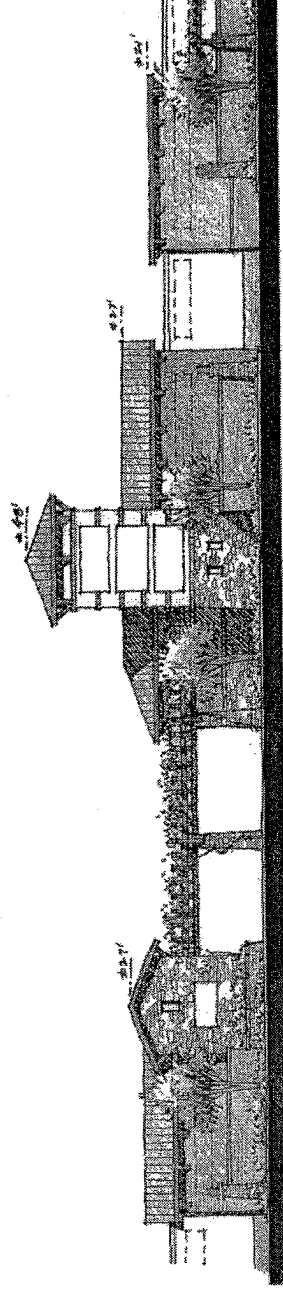
DATE: AUGUST 22, 2005
All information show is based from sources deemed reliable and is subject to change.



Planning &
Landscape Architecture
102 east main street, suite 200
round rock, texas 78664
612.238.5912 phone



VIEW AT MAIN ENTRY



VIEW FROM PARKING & IH-56 NORTH

SIMON

• ROUND ROCK PREMIUM OUTLETS •



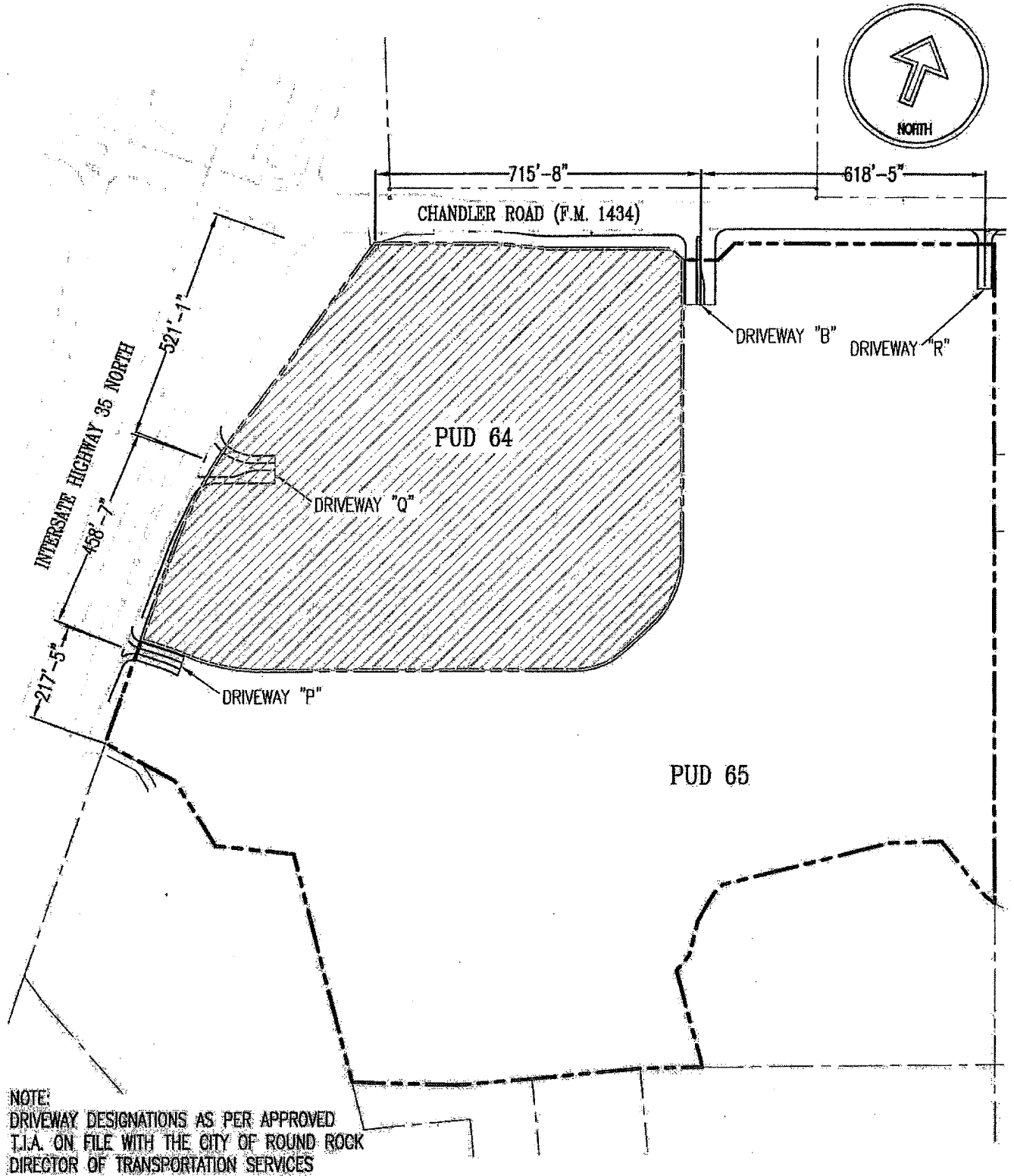
UNIVERSITY OF NORTH TEXAS

THE UNIVERSITY OF NORTH TEXAS
ARCHITECTURAL SERVICES
1000 UNIVERSITY DRIVE
DALLAS, TEXAS 75275

EXHIBIT D: Masonry Theme for PUD's 59 and 60

DRIVEWAY ACCESS

EXHIBIT E



AFFIDAVIT OF SALE

BEFORE ME, the undersigned authority personally appeared Jeffrey S. Newberg, known to me to be the person whose name is subscribed to this Affidavit, Exec. V.P. of EGP Retail Management, LLC, general partner of McNeil Retail, Ltd. (the assignee of Cerco Development, Inc.), which entity purchased the approximately 42.5 acres described in City of Round Rock PUD No. 65 (the "Property"), who being duly sworn, on oath, deposed and stated the following:

1. My name is Jeffrey S. Newberg. I am above the age of 18 years, of sound mind, have never been convicted of a felony or crime of moral turpitude, and am fully qualified to make this Affidavit.

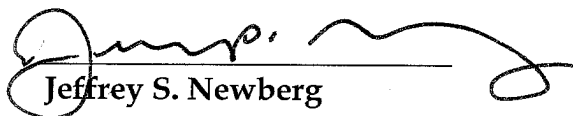
2. I am authorized to make this Affidavit in the capacity of Exec. V.P. of EGP Retail Management, LLC, a Texas limited liability company, general partner of McNeil Retail, Ltd., a Texas limited partnership, owner of the Property that is described in the attached Exhibit "A" ("Owner").

3. I have personal knowledge of the facts contained herein as Exec. V.P. of the general partner of the Owner of the Property. On the basis of my personal knowledge, after diligent inquiry, I hereby attest that, as of the date of this Affidavit:

On September 15, 2005, the "Sale" described in City of Round Rock PUD No. 65, Section II.3 occurred, pursuant to which Sale the Owner purchased the Property from McNeil Consumer & Specialty Pharmaceuticals, a division of McNeil-PPC.

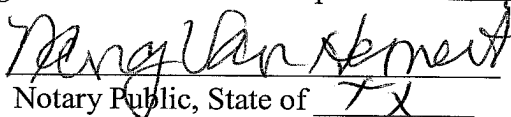
SIGNED, this 17th day of September, 2005.

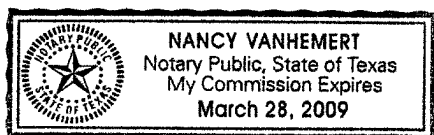
AFFIANT:


Jeffrey S. Newberg

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Subscribed, sworn to, and acknowledged before me on September 19, 2005, by Jeffrey S. Newberg.


Notary Public, State of TX



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005084112

Nancy E. Rister

10/20/2005 04:35 PM

CARRILLO \$160.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

~~Please record & return to:
221 E. Main St
Round Rock, TX 78664~~