

ORDINANCE NO. Z-05-12-01-8B6

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 ZONE 3.165 ACRES OF LAND, MORE OR LESS, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT 297, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS PLANNED UNIT DEVELOPMENT (PUD) NO. 66.

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" as Planned Unit Development (PUD) No. 66, 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 2nd day of November, 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.66, and

WHEREAS, on the 1st day of December, 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, 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. 66 meets the following goals and objectives:

- (1) The development in PUD No. 66 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 66 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 66 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. 66 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. 66 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 Planned Unit Development (PUD) No. 66, and that the Mayor is hereby authorized and directed to enter into the Agreement and Development Plan for PUD No. 66 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 1<sup>ST</sup> day of December, 2005.

Alternative 2.

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

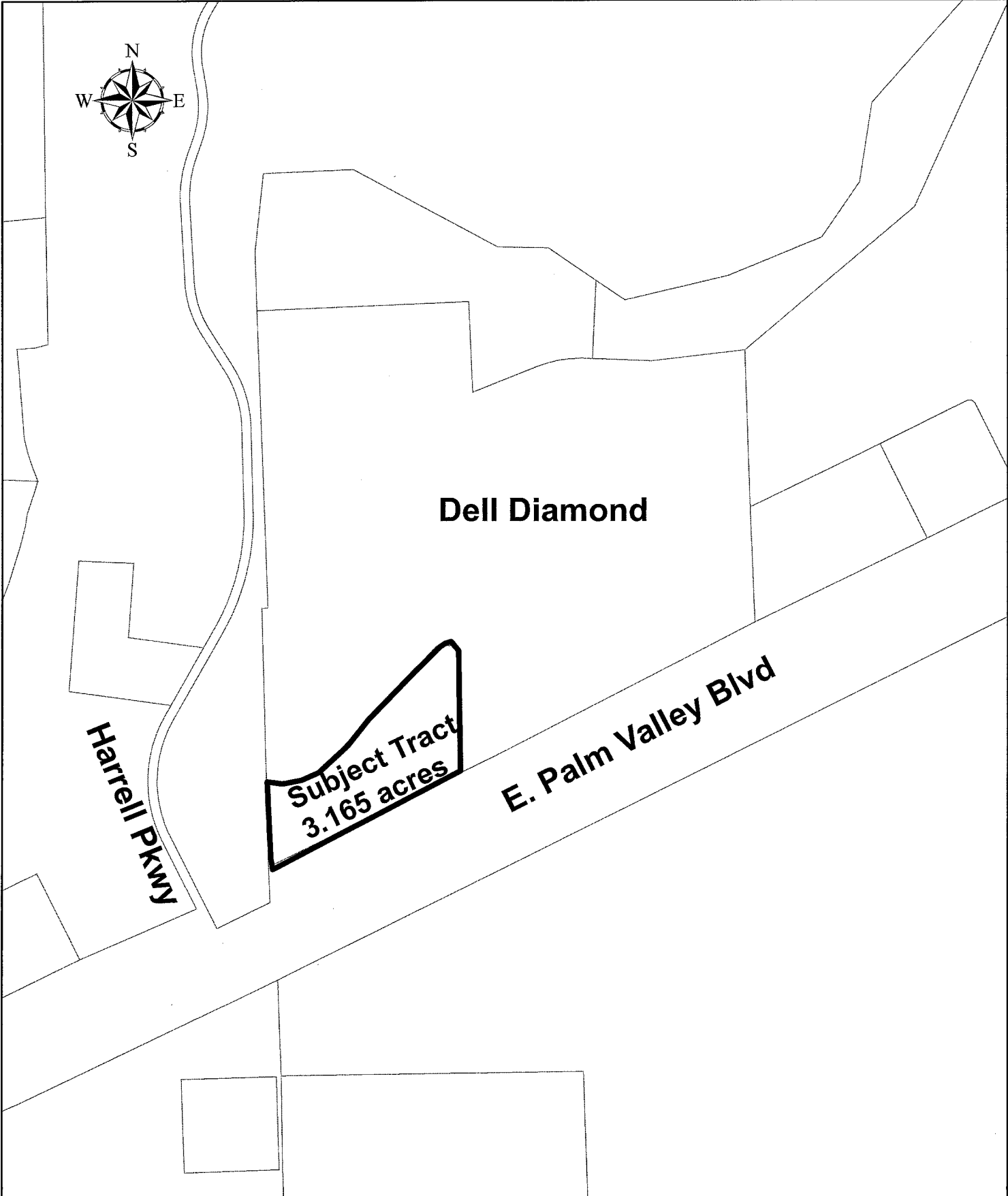
READ, APPROVED and ADOPTED on second reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

  
\_\_\_\_\_  
NYLE MAXWELL, Mayor  
City of Round Rock, Texas

ATTEST:  
  
\_\_\_\_\_  
CHRISTINE R. MARTINEZ, City Secretary

# Rezoning from Interim SF-R to PUD 66

## 3.165 acres



**AGREEMENT AND DEVELOPMENT PLAN  
ROUND ROCK EXPRESS SUBDIVISION PUD  
PLANNED UNIT DEVELOPMENT NO. 66**

**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 RRE Investors, L.P. its successors and assigns, having their offices at P.O. Box 5309, Round Rock, TX 78683 (hereafter referred to as the "Owner"). For purposes of this Agreement, the term Owner shall mean RRE Investors, L.P., its respective successors and assigns; provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

**WHEREAS**, the Owner is the owner of certain real property consisting of 3.165 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 11.314, Code of Ordinances (1995 Edition), City of Round Rock, Texas, 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 November 2, 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

Z-05-12-01-886

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:

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

**4. LIEN HOLDER CONSENT**

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

**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, conditioned or delayed. 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 lease of the Property provided the purchaser or lessee assumes Owner's obligations in writing as to such portions of the Property, at which time the Owner shall be released from any further obligations.

**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

RRE Investors, L.P.  
P.O. Box 5309  
Round Rock, TX 78683  
Attn : Reese Ryan

CITY OF ROUND ROCK

City of Round Rock, Texas  
301 West Bagdad, Suite 210  
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.

**5.11 Appeal of Administrative Decisions**

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within ninety (90) days following receipt by Owner of the written confirmation of the decision.

**5.12 Binding Effect**

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

**5.13 Sunset Clause**

In the event that a Site Development Permit has not been issued for the Property within four (4) years from the date that this Agreement is approved by City Council, this Agreement shall be automatically voided and the Property shall revert to interim SF-R (Single Family - Rural Lot) zoning.

## 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, City of Round Rock, Texas, hereinafter referred to as "the Code."

#### 2. PROPERTY

This Development Plan ("Plan") covers approximately 3.165 acres of land, located within the city limits of Round Rock, Texas, and more particularly described in **Exhibit "A"**.

#### 3. DEVELOPMENT PARCELS

For the purpose of assigning land use and development standards, the Property has been divided into development parcels, as shown in **Exhibit "C"** and more fully described in **Exhibits "C-1"** and **"C-2"**.

#### 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. More specifically, the underlying zone for the property shall be C-1 (General Commercial) with the Palm Valley Overlay. 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**

The Property shall be used and developed for the uses as shown in **Exhibits "D-1" and "D-2"**.

## **7. DEVELOPMENT STANDARDS**

The Property shall be developed in accordance with the development standards set forth in **Exhibits "D-1" and "D-2"**.

## **8. 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.

## **9. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN**

### **9.1 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.

### **9.2 Major Changes**

All changes not permitted under section 9.1 above shall be resubmitted following the same procedure required by the original PUD application.

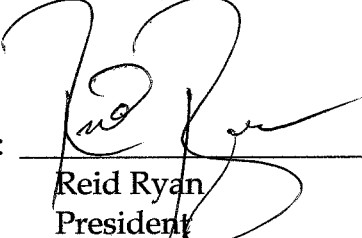
10. CONCEPT PLAN APPROVED

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

11. GENERAL PLAN 2000

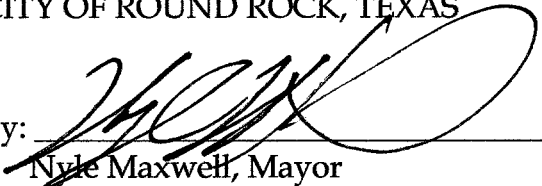
This Agreement amends the Round Rock General Plan 2000, which was adopted on June 10, 1999.

RRE Investors, L.P.

By:   
Reid Ryan  
President

Date: 11/28/05

CITY OF ROUND ROCK, TEXAS

By:   
Nyle Maxwell, Mayor

ATTEST:

By:   
Christine Martinez, City Secretary

## **LIST OF EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
Exhibit "A"	Legal Description of Property
Exhibit "B"	Lien Holder Consent
Exhibit "C"	Development Parcel Map
Exhibit "C-1"	Metes and Bounds Description of Parcel 1
Exhibit "C-2"	Metes and Bounds Description of Parcel 2
Exhibit "D-1"	Uses and Development Standards for Parcel 1
Exhibit "D-2"	Uses and Development Standards for Parcel 2
Exhibit "E"	Sign Locations

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

Lot 1, Block A, Section 1, Round Rock Express Subdivision, as recorded in Cabinet S, Slides 156-160 of the Plat Records of Williamson County Texas.

## **EXHIBIT B**

### **LIEN HOLDER CONSENT**

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

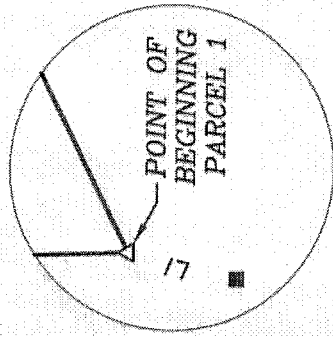
**EXHIBIT C**

**DEVELOPMENT PARCEL MAP**



# SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	BEARING	DISTANCE
L1	S 13°36'54" W	0.63'
L2	N 88°28'13" E	40.05'
L3	N 87°27'53" E	34.02'



LOT 2, BLOCK A  
ROUND ROCK EXPRESS  
SUBDIVISION, SECTION ONE  
CAB. S, SLIDES 156-160

5 02°21'38" E 306.40'  
BASIS OF BEARINGS

LOT 2, BLOCK A  
ROUND ROCK EXPRESS  
SUBDIVISION, SECTION ONE  
CAB. S, SLIDES 156-160  
N 42°37'51" E 430.41'

PARCEL 2  
2.405 ACRES

LOT 1, BLOCK A  
ROUND ROCK EXPRESS  
SUBDIVISION, SECTION ONE  
CAB. S, SLIDES 156-160  
371.20'

PARCEL 1  
0.760 ACRE

(BASIS OF BEARINGS)  
L1 N 0°31'57" W 223.58'

L2

C1

N 02°21'38" W 198.85'

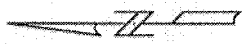
S 63°37'48" W 557.15'  
U.S. HIGHWAY NO. 79  
(R.O.W. WIDTH VARIES)

371.20'  
CAB. S, SLIDES 156-160

POINT OF BEGINNING  
PARCEL 2

L3

C3



SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS

## LEGEND

- 1/2" IRON ROD FOUND WITH "BAKER-AICKLEN" CAP
- TXDOT TYPE II BRASS DISC FOUND
- △ CALCULATED POINT

P. A. HOLDER SURVEY,  
ABSTRACT NO. 297

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	175.00'	140.39'	45°57'56"	N 65°29'15" E	136.66'
C2	18.50'	29.12'	90°10'29"	S 47°26'53" E	26.20'
C3	30.00'	34.55'	65°59'26"	S 30°38'05" W	32.67'

DATE: APR. 2005  
JOB NO.: 1038-2-002-20  
BY: M. NOLEN  
PAGE 1 OF 1



**EXHIBIT C-1**

**METES AND BOUNDS DESCRIPTION OF PARCEL 1**

Parcel 1  
Lot 1, Block A, Round Rock  
Express Subdivision, Section One  
0.760 Acre Tract  
Page 1 of 2

### DESCRIPTION

FOR A 0.760 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, ROUND ROCK EXPRESS SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINET S, SLIDES 156 - 160 OF THE PLAT RECORDS OF SAID COUNTY, SAID 0.760 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point for the southwest corner of said Lot 1, same being on the north right-of-way line of U. S. Highway No. 79, for the southwest corner and **POINT OF BEGINNING** hereof, from which a TXDOT type II brass disc found bears, S 13°36' 54" W for a distance of 0.63 feet;

**THENCE** with the west line of said Lot 1, N 01° 31' 57" W (Basis of Bearings) for a distance of 223.58 feet to the northwest corner of said Lot 1, same being the most westerly southwest corner of Lot 2, Block A, of said Round Rock Express Subdivision, Section One, for the northwest corner hereof;

**THENCE** with the north line of said Lot 1, same being the south line of said Lot 2, the following two (2) courses and distances:

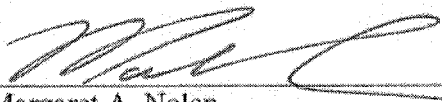
- 1) N 88° 28' 13" E for a distance of 40.05 feet to a calculated point of curvature hereof, and
- 2) with the arc of a curve to the left, having a radius of 175.00 feet, an arc length of 140.39 feet, a central angle of 45° 57' 56", and a chord which bears, N 65° 29' 15" E for a distance of 136.66 feet to a calculated point of non-tangency for the northeast corner hereof;

Parcel 1  
Lot 1, Block A, Round Rock  
Express Subdivision, Section One  
0.760 Acre Tract  
Page 2 of 2

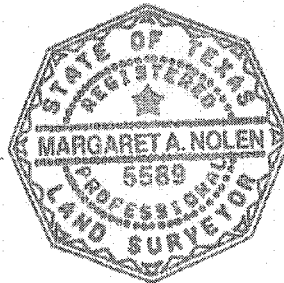
**THENCE** through the interior of said Lot 1, **S 02° 21' 38" E** for a distance of **198.85** feet to a calculated point on the south line of said Lot 1, same being the north right-of-way line of said U. S. Highway No. 29, for the southeast corner hereof;

**THENCE** with the south line of said Lot 1, same being the north right-of-way line of said U. S Highway No. 29, **S 63° 37' 48" W** for a distance of **185.93** feet to the **POINT OF BEGINNING** and containing 0.760 acres of land.

Surveyed under the direct supervision of the undersigned during April, 2005:



Margaret A. Nolen  
Registered Professional Land Surveyor No. 5589  
BAKER-AICKLEN & ASSOCIATES, INC.  
405 Brushy Creek Road  
Cedar Park, Texas 78613  
(512) 244-9620



Job No.: 1038-2-002-20

Filename: W:\PROJECTS\RR\ExPres\SECTION 1 LOT 1\METES & BOUNDS\RR EXPRESS SECTION 1 LOT 1 PARCEL 1.DOC

**EXHIBIT C-2**

**METES AND BOUNDS DESCRIPTION OF PARCEL 2**

Parcel 2  
Lot 1, Block A, Round Rock  
Express Subdivision, Section One  
2.405 Acre Tract  
Page 1 of 2

## DESCRIPTION

FOR A 2.405 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, ROUND ROCK EXPRESS SUBDIVISION, SECTION ONE, A SUBDIVISION RECORDED IN CABINETS, SLIDES 156 - 160 OF THE PLAT RECORDS OF SAID COUNTY, SAID 2.405 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point for the southeast corner of said Lot 1, same being the most southerly southwest corner of Lot 2, Block A, of said Round Rock Express Subdivision, Section One, being on the north right-of-way line of U. S. Highway No. 79, for the southeast corner and **POINT OF BEGINNING** hereof;

**THENCE** with the south line of said Lot 1, same being the north right-of-way line of said U. S Highway No. 29,  $S 63^{\circ} 37' 48'' W$  for a distance of 371.20 feet to a calculated point for the southwest hereof, from which the southwest corner of said Lot 1 bears,  $S 63^{\circ} 37' 48'' W$  for a distance of 185.93, from said southwest corner of said Lot 1 a TXDOT type II brass disc found bears,  $S 13^{\circ} 36' 54'' W$  for a distance of 0.63 feet;

**THENCE** through the interior of said Lot 1,  $N 02^{\circ} 21' 38'' W$  for a distance of 198.85 feet to a non-tangent calculated point of curvature on the north line of said Lot 1, same being the south line of said Lot 2, for the northwest corner hereof, from which the northwest corner of said Lot 1 bears, with the arc of a curve to the right, having a radius of 175.00 feet, an arc length of 140.39 feet, a central angle of  $45^{\circ} 57' 56''$ , and a chord which bears,  $S 65^{\circ} 29' 15'' W$  for a distance of 136.66 feet to a calculated point and  $S 88^{\circ} 28' 13'' W$  for a distance of 40.05 feet;

**THENCE** with the north and east lines of said Lot 1, same being the south line of said Lot 2, the following five (5) courses and distances:

- 1)  $N 42^{\circ} 37' 51'' E$  for a distance of 430.41 feet to a calculated angle point hereof,
- 2)  $N 87^{\circ} 27' 53'' E$  for a distance of 34.02 feet to a calculated point of curvature hereof,

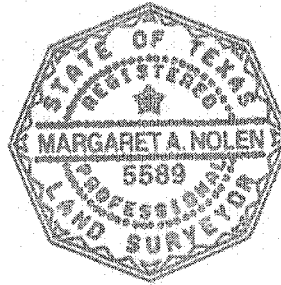
Parcel 2  
Lot 1, Block A, Round Rock  
Express Subdivision, Section One  
2.405 Acre Tract  
Page 2 of 2

- 3) with the arc of a curve to the **right**, having a radius of **18.50** feet, an arc length of **29.12** feet, a central angle of **90° 10' 29"**, and a chord which bears, **S 47° 26' 53" E** for a distance of **26.20** feet to a calculated point of tangency hereof,
- 4) **S 02° 21' 38" E** (Basis of Bearings) for a distance of **306.40** feet to a calculated point of curvature hereof, and
- 5) with the arc of a curve to the **right**, having a radius of **30.00** feet, an arc length of **34.55** feet, a central angle of **65° 59' 26"**, and a chord which bears, **S 30° 38' 05" W** for a distance of **32.67** feet to the **POINT OF BEGINNING** and containing 2.405 acres of land.

Surveyed under the direct supervision of the undersigned during April, 2005:



Margaret A. Nolen  
Registered Professional Land Surveyor No. 5589  
BAKER-AICKLEN & ASSOCIATES, INC.  
405 Brushy Creek Road  
Cedar Park, Texas 78613  
(512) 244-9620



Job No.: 1038-2-002-20

Filename: W:\PROJECTS\RR\ExPres\SECTION 1 LOT 1\METES & BOUNDS\RR EXPRESS SECTION 1 LOT 1 PARCEL 2.DOC

## **EXHIBIT D-1**

### **USES AND DEVELOPMENT STANDARDS FOR PARCEL 1**

The following use regulations, design standards and development standards shall apply to all development on the portion of the Property identified as Parcel 1 on the Parcel Map, attached to this ordinance as **Exhibit "C"**, and further described by metes and bounds in **Exhibit "C-1"**. Unless otherwise defined, all terms used shall correspond to the definitions in the Code.

#### **1. PERMITTED USES**

The following principal uses are permitted on the Property:

- Restaurants (without drive-through services)
- Bars/Pubs/Taverns
- Retail sales
- Outdoor entertainment (as an accessory use to restaurants, bars or taverns)
- Accessory uses related to Round Rock Express Stadium
- Wireless Transmission Facility, Stealth

#### **2. PROHIBITED USES**

The following uses are prohibited:

- Amusement parks or carnivals
- Automotive and/or machinery repair
- Automotive and/or machinery services
- Automotive and/or machinery washes
- Automotive parts sales
- Automotive rental
- Automotive sales
- Billiard parlors & pool halls (as a primary use)
- Boat sales
- Bulk distribution centers
- Camper sales
- Campgrounds
- Donation centers
- Flea markets
- Gasoline & fuel sales
- Grocery stores



- Heavy equipment sales, rental and/or leasing
- Industrial building sales
- Kennels
- Machinery sales
- Manufactured home sales
- Mini warehouses
- Outdoor display and storage of goods
- Pawn shops
- Portable building sales
- Recreational vehicle parks
- Recycling centers
- Sale of used goods (except antiques, collectibles and estate sales)
- Sexually oriented businesses
- Shooting ranges
- Tattoo parlors
- Truck service or repair
- Truck stops
- Trucking terminals
- Vehicle sales
- Video arcades (as a primary use)
- Wholesale nurseries
- Wireless Transmission Facility, Attached
- Wireless Transmission Facility, Self-Standing
- Wrecking yards

### **3. REMAINING USES**

All other uses that are not specifically addressed in this ordinance will require an amendment in accordance with Section 9 of this Agreement.

### **4. DESIGN STANDARDS**

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 (except for trim or minor decorative features approved by the Director of Planning)
- Unfinished sheet metal (except for trim or minor decorative features approved by the Director of Planning)

In keeping with the architectural design theme of the Palm Valley Plan, wood siding not to exceed twenty (20) percent of the building's exterior walls may be approved by the Zoning Administrator for eating establishments.

## **5. SIGNAGE**

Two (2) signs shall be permitted on the site and shall be located generally in accordance with **Exhibit "E"**. The exact location of the signs is subject to the approval of the City Engineer.

Unless otherwise approved by the Director of Planning, the signs shall be monument signs in accordance with Section 3.1400 and Section 11.422 of the Code.

Any expenses incurred during the removal or replacement of the signs resulting from utility work in the public utility easement in which the signs are located shall be the sole responsibility of the Owner.

## **6. LANDSCAPING AND SCREENING**

In accordance with Section 11.314 of the Round Rock Zoning Ordinance, the following landscape development standards shall apply to the Property instead of otherwise applicable Code sections, City regulations or City policies. Landscape development standards not specifically addressed in this Section shall be required per the Code.

In light of the unique nature of the Property, with the existing mature trees and the adjacent City and Dell Diamond parking lots, an alternative landscape design will provide a more attractive appearance than strict adherence to Code requirements. The alternative landscape design shall be in harmony with the proposed use in order to create a unique identity characteristic of a historical Central Texas setting emphasizing the native plant community.

Unless otherwise approved by the City's Forestry Manager, all existing live oak trees on the Property shall not be removed.

In lieu of street yard tree requirements, perimeter parking lot landscaping, and interior parking lot landscaping, the following requirements shall apply:

1. A split rail fence shall be installed in the following locations:
  - The entire length of the south side of Parcel 1 between the primary building and US 79.
  - The south side of the City property abutting Parcel 1 to the west between the

existing parking lot and US 79. This fence shall run from the western boundary of Parcel 1 to the eastern edge of Harrell Parkway. The design and location of the fence shall be coordinated with the Old Settler's Park entry fence. The final location and design of the fence shall be approved by the Director of Parks and Recreation.

- The entire length along the north property line of Parcel 1 except for areas reserved for access to the site.
2. The exact location and materials of the fence shall be determined during site plan review.
  3. Vines shall be planted in conjunction with the installation of the fence and shall be trained to grow on the fence.
  4. Large shrubs shall be planted in front of the fence every four (4) feet on center.
  5. A minimum of seven (7) small tree species (as approved by the Forestry Manager) shall be planted along the western property line of Parcel 1. Similarly, a minimum of two (2) small tree species shall be planted along the eastern property line of Parcel 1. Each tree shall have a minimum caliper of two (2) inches and a minimum height of seven (7) feet.
  6. In addition, a minimum of three (3) small tree species shall be planted in the interior of Parcel 1 to accent the building(s) on site.
  7. The site shall also include large planting beds with native prairie grass and native accent plants. The planting beds shall be located, at a minimum, along the public right-of-way and at the public entries into the site.
  8. In addition, the City property abutting Parcel 1 to the west shall be improved with a decorative walkway connecting the existing parking lot to Parcel 1 and with large planting beds with native prairie grass and native accent plants. The final location and design of these improvements shall be approved by the Director of Parks and Recreation.

Unless otherwise specified, caliper size, height, measurement and other specifications referenced in this Agreement shall be as specified in the Round Rock Zoning Ordinance, Tree Protection and Preservation Ordinance and the Round Rock Tree Standards Technical Manual.

Changes to this Section 6 may be approved as a minor amendment in accordance with Section 9.1 of this Agreement as long as the changes maintain a comparable level of

plantings.

**7. BUILDING SETBACK**

The minimum building setback from the north boundary of the Property shall be two (2) feet. All other setbacks shall be in accordance with the Code.

**8. OFF-SITE IMPROVEMENTS**

All landscaping and other improvements required by this Agreement to City property shall require a license agreement prior to Site Development Permit release. Furthermore, use of City property for loading and/or unloading of goods for use on the Property shall be subject to City approval and may require improvements to City property (such as the creation of a loading space) at the City's discretion.

## EXHIBIT D-2

### USES AND DEVELOPMENT STANDARDS FOR PARCEL 2

The following use regulations, design standards and development standards shall apply to all development on the portion of the Property identified as Parcel 2 on the Parcel Map, attached to this ordinance as **Exhibit "C"**, and further described by metes and bounds in **Exhibit "C-2"**. Unless otherwise defined, all terms used shall correspond to the definitions in the Code.

#### 1. PERMITTED USES

The following principal uses are permitted on the Property:

- Restaurants (without drive-through services)
- Bars/Pubs/Taverns
- Retail sales
- Outdoor entertainment (as an accessory use to restaurants, bars or taverns)
- Accessory uses related to Round Rock Express Stadium
- Wireless Transmission Facility, Stealth

#### 2. PROHIBITED USES

The following uses are prohibited:

- Amusement parks or carnivals
- Automotive and/or machinery repair
- Automotive and/or machinery services
- Automotive and/or machinery washes
- Automotive parts sales
- Automotive rental
- Automotive sales
- Billiard parlors & pool halls (as a primary use)
- Boat sales
- Bulk distribution centers
- Camper sales
- Campgrounds
- Donation centers
- Flea markets
- Gasoline & fuel sales
- Grocery stores

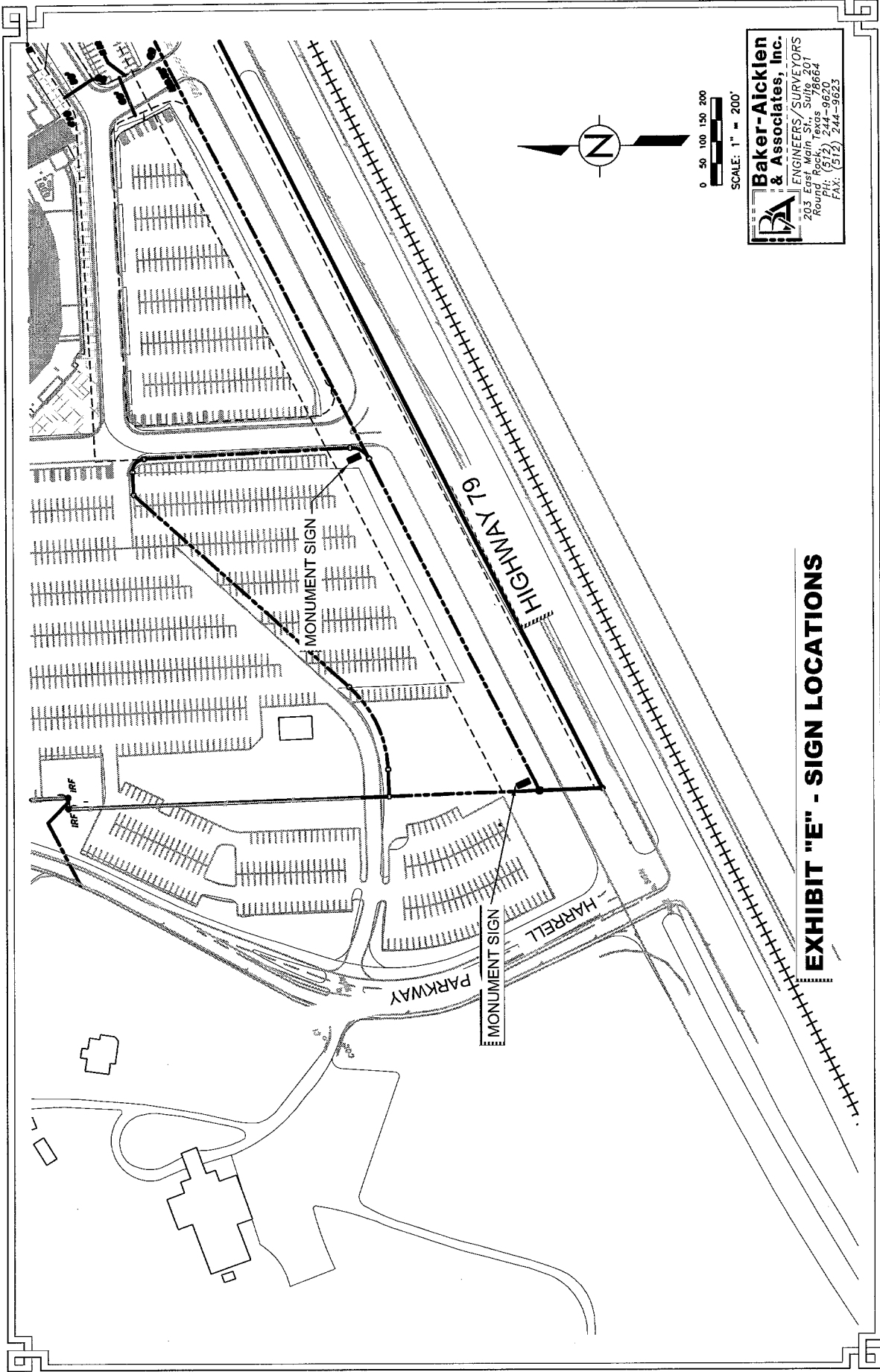
- Heavy equipment sales, rental and/or leasing
- Industrial building sales
- Kennels
- Machinery sales
- Manufactured home sales
- Mini warehouses
- Outdoor display and storage of goods
- Pawn shops
- Portable building sales
- Recreational vehicle parks
- Recycling centers
- Sale of used goods (except antiques, collectibles and estate sales)
- Sexually oriented businesses
- Shooting ranges
- Tattoo parlors
- Truck service or repair
- Truck stops
- Trucking terminals
- Vehicle sales
- Video arcades (as a primary use)
- Wholesale nurseries
- Wireless Transmission Facility, Attached
- Wireless Transmission Facility, Self-Standing
- Wrecking yards

**3. REMAINING USES**

All other uses that are not specifically addressed in this ordinance will require an amendment in accordance with Section 9 of this Agreement.

**4. COMPLIANCE WITH CODE**

Building design, landscaping, signage, parking and all other aspects of development on Parcel 2 shall comply with applicable regulations in the Code.



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**EXHIBIT "E" - SIGN LOCATIONS**