

ORDINANCE NO. Z-06-01-12-10B4

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 4.384 ACRES OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT LI (LIGHT INDUSTRIAL) TO PLANNED UNIT DEVELOPMENT (PUD) NO. 67.

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 4.384 acres of land, out of the David Curry Survey, Abstract No. 130, 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. 67, 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 14th day of December, 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.67, and

WHEREAS, on the 12th day of January, 2006, 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. 67 meets the following goals and objectives:

- (1) The development in PUD No. 67 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 67 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 67 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. 67 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. 67 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. 67, and that the Mayor is hereby authorized and directed to enter into the Agreement and Development Plan for PUD No. 67 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.

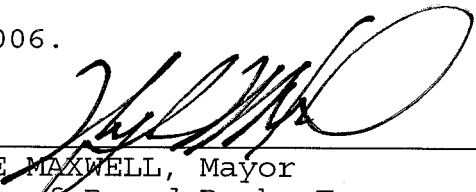
By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this 12th day of January, 2006.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2006.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2006.



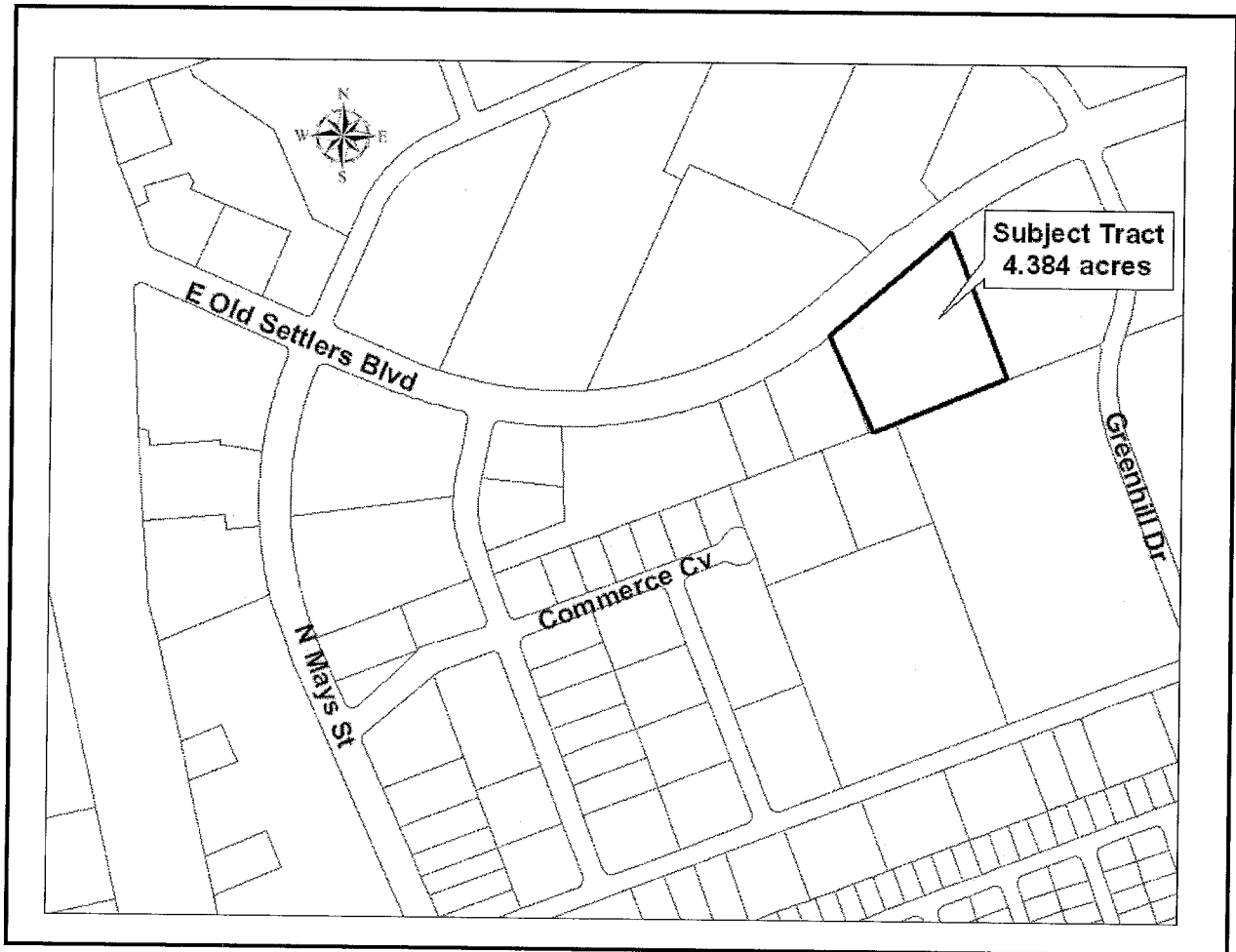
NYLE MAXWELL, Mayor
City of Round Rock, Texas

ATTEST:



CHRISTINE R. MARTINEZ, City Secretary

TRK Investments – 4.384 Acres Change of Zoning from LI to PUD 67



**AGREEMENT AND DEVELOPMENT PLAN
TRK PUD
PLANNED UNIT DEVELOPMENT NO. 67**

**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 TRK Investments, LLC, its successors and assigns, having their offices at 2301 N. IH-35, Round Rock, Texas 78664 (hereafter referred to as the "Owner"). For purposes of this Agreement, the term Owner shall mean TRK Investments, LLC, 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 4.384 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 December 7, 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-06-01-12-1084

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

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

TRK Investments, LLC
2301 N. IH-35
Round Rock, TX 78664
Attn : Donald Tamburro

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 three (3) years from the date that this Agreement is approved by City Council, this Agreement shall be automatically voided and the Property shall revert to LI (Light Industrial) 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 4.384 acres of land, located within the city limits of Round Rock, Texas, and more particularly described in **Exhibit "A"**.

3. 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.

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 of the Code. 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.

4.2 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.

5. PERMITTED USES

The following principal uses are permitted on the Property:

- One-story Professional Office
- One-story Medical Office with no emergency medical services or veterinarian services

6. DESIGN STANDARDS

The exterior finish of all buildings shall be stone or brick, except for doors, windows and trim. In addition, 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)

7. SIGNS

Unless otherwise approved by the Director of Planning, self-standing signs shall be monument signs in accordance with Section 3.1400.

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.

TRK Investments, LLC

By:  _____

Charles R. King
Vice President

Date: _____

CITY OF ROUND ROCK, TEXAS

By:  _____

Nyle Maxwell, Mayor

ATTEST:

By:  _____

Christine Martinez, City Secretary

LIST OF EXHIBITS

EXHIBIT

DESCRIPTION

Exhibit "A"

Legal Description of Property

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1D, Block E, Amending Plat of Lots 1-B-1 and 1-B-2, Block E, of the Replat of Lot 1B of the Amending Plat of the Replat of Crystal Park, Block E, Lot 1, in Williamson County, Texas, and

Lot 1-B-3, Crystal Park, Block E, Lot 1, Amended Replat (Lot 1B Replat), Block E, in Williamson County, Texas.