

DOC# 9841436

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

I, JOANNE LAND, Assistant City Manager/City Secretary of the City of Round Rock, Texas, do hereby certify that 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-98-06-11-12A2 which was passed and adopted by the City Council of the City of Round Rock, Texas, at a meeting held on the 11th day of June, 1998 as recorded in the minutes of the City of Round Rock in Book 38, pages 219-220.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 23rd day of July, 1998.

Joanne Land

JOANNE LAND, Assistant City Manager/
City Secretary



ORDINANCE NO. Z-98-06-11-12A2

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 AMEND PLANNED UNIT DEVELOPMENT NO. 9 BY DELETING EXHIBIT "B", THE AGREEMENT AND DEVELOPMENT PLAN FOR SAID PLANNED UNIT DEVELOPMENT NO. 9, AND SUBSTITUTING A NEW EXHIBIT "B"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend Planned Unit Development (PUD) No.9, 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 5th day of May, 1998, 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 PUD No. 9 be amended, and

WHEREAS, on the 11th day of June, 1998, 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 amendment to Planned Unit Development (PUD) No. 9 meets the following goals and objectives:

- (1) The development in PUD No. 9 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 9 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 9 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. 9 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. 9 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 Exhibit "B", the Agreement and Development

Plan to Planned Unit Development (PUD) No. 9 is deleted in its entirety and replaced with a new Exhibit "B", and that the Mayor is hereby authorized and directed to enter into the new Agreement and Development Plan for PUD No. 9, 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, and the Act.

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 11th day of June, 1998.

Alternative 2.

READ and APPROVED on first reading this the _____ day
of _____, 1998.

READ, APPROVED and ADOPTED on second reading this
the _____ day of _____, 1998.



CHARLES CULPEPPER, Mayor
City of Round Rock, Texas

ATTEST:



JOANNE LAND, City Secretary

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

AGREEMENT AND
DEVELOPMENT PLAN
FOR PUD NO. 9

THIS AGREEMENT and Development Plan is made and entered by and between the City of Round Rock, Texas, a Texas municipal corporation, having its offices at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "City"), and HF2M, Inc., and M.S.P., Inc., (hereinafter referred to as the "Owner").

WHEREAS, the Owner has submitted a request to the City to amend PUD No. 9, as previously adopted in Ordinance No. Z-93-08-26-12C, being 29.39 acres of land, more or less, said Planned Unit Development ("PUD") being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), and

WHEREAS, pursuant to Chapter 11, Section 11.316(8), Code of Ordinances (1995 Edition), City of Round Rock, Texas, the Owner has submitted an amended Development Plan, attached hereto and incorporated herein as a part of this Agreement, said Development Plan stating in detail all development conditions and requirements within the PUD, and said Plan superseding all previously adopted Development Plans for PUD No. 9, as adopted in Ordinance No. Z-93-08-26-12C.

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

I.

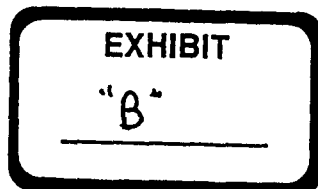
GENERAL PROVISIONS

1. CONFORMITY TO DEVELOPMENT PLAN

That all uses and development within the Property shall conform to the Development Plan included in Section II herein. This Agreement amends Planned Unit Development No. 9.

2. CHANGES AND MODIFICATIONS

That no changes or modifications will be made to this Agreement unless all provisions pertaining to changes or modifications as stated in Section II.9 below are followed.



3. ZONING VIOLATION

That the Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance as stated in Section 1.601, Code of Ordinances, (1995 Edition), City of Round Rock, Texas, as amended.

4. LIENHOLDER CONSENT

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

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from conveying the property.

5.2 Necessary Documents and Actions.

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

5.3 Severability.

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

5.4 Entire Agreement.

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

5.5 Applicable Law.

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

5.6 Venue.

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

5.7 No Third Party Beneficiaries.

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

5.8 Duplicate Originals.

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

5.9 Notices.

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

OWNER

HF2M, Inc.
910 Heritage Circle
Suite A
Round Rock, Texas 78664

M.S.P., Inc.
910 Heritage Circle
Suite A
Round Rock, Texas 78664

ROUND ROCK

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

5.10 Effective Date.

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

II.

DEVELOPMENT PLAN

1. DEFINITIONS

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

2. PROPERTY

This Development Plan ("Plan") covers 29.39 acres of land, located within the city limits of Round Rock, Texas, and more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein, hereafter referred to as the Property.

3. PURPOSE

The purpose of this Plan is to insure a Planned Unit Development ("PUD") that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, 3) does not have an undue adverse affect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as to not dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

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

4.2 Other Ordinances

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

5. PERMITTED USES

The Property shall be developed for uses permitted in the C-1 (General Commercial) Zoning District, as provided for in the Code. The following uses are expressly prohibited; flea markets, sexually oriented businesses, as defined in this Code, amusements parks or carnivals, portable building sales, recreational vehicle parks, wholesale nurseries or outdoor shooting ranges.

6. DEVELOPMENT STANDARDS

6.1 Landscaping and Screening Along Mays Street

A twenty (20') foot landscaped buffer shall be established along the east side of the Property adjacent to South Mays Street right-of-way.

6.2 Vehicular Access

Vehicular access to the Property, other than emergency vehicles, shall be prohibited from Mandell Street.

6.3 Screening along Northern Boundary

All screening of the Property along its northern boundary shall protect existing trees whenever possible. If existing trees are removed, they shall be replaced pursuant to the landscape ordinance, as found in Section 3.1100 of the Code, and shall be no less than six (6') feet in initial height and no less than three (3") inch caliper measured at four and one-half (4 ½') feet above ground. A landscape plan shall be submitted to the Director of Planning and Community Development for approval.

6.4 Lighting

All exterior lighting within two hundred (200') feet of the boundary of any single family lot shall be hooded or shielded. Pole signs for commercial development shall not be placed within two hundred (200') feet of the boundary of any single family lot outside of the PUD.

7. PARKING

Parking spaces shall be provided in accordance with the requirements of Chapter 11.321 of the Code, except all parking spaces shall be a minimum of one hundred and sixty-two (162) square feet.

8. STORM WATER DETENTION AND DRAINAGE

8.1 Owner Participation

In order to ensure that the drainage requirements of the City are met and to significantly assist in improving existing drainage in the neighborhood immediately north of the Land, the Owners will participate with the City in improving drainage facilities between the Property and Lake Creek. Said drainage facilities shall be funded jointly by the City and the Owner. No additional on site detention shall be required.

8.2 Off-site Dedication

The Owner shall dedicate to the City, for the purpose of constructing drainage improvements, a 100 foot wide drainage easement as shown on **Exhibit "C"**, attached hereto and incorporated herein.

8.3 On-site Dedication

The Owner shall provide a 100' wide drainage easement as shown on **Exhibit "D"**.

8.4 Detention Fees

The Owner shall pay one thousand six hundred dollars (\$1,600.00) per acre for the Property as its share of the joint drainage improvements. This payment shall be paid upon issuance of a building permit. These funds shall be placed in escrow by the City. This payment shall represent full payment of all detention fees assessable to the Property. No additional on-site detention shall be required. This account is an interest bearing account which shall accrue to the benefit of the Owner.

8.5 On-site Detention Option

In the event that the regional drainage facilities referred to in Section 8.4 have not been constructed prior to the Owner applying for any building permit upon the Land or any other development approval required to commence construction on the Property, the Owner shall have the right to construct on-site detention facilities required to serve the development applied for on the 8.04 acre tract shown on **Exhibit "C"**. If this option is exercised, all monies held in escrow shall be returned to the Owner. If this on-site detention option is utilized, any portion of the 8.04 acre tract utilized for on-site detention shall not be transferred, conveyed, or sold without the written approval of the Director of Public Works. Detention facilities shall not be located in the area shown as "Drainage Right-of-Way" on **Exhibit "C"** nor shall they be located within one hundred (100') feet of the boundary of the lot commonly known as 902 Mandell Street.

9. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

9.1 Minor Changes

Minor changes to this Agreement or Plan required by engineering or other circumstances which do not

substantially change this Plan may be approved by the Director of Planning and Public Works.

9.2 Major Changes

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

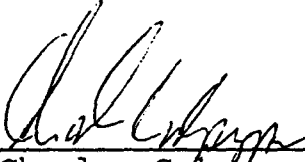
9.3 Changes in Writing

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


10. BINDING EFFECT

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

CITY OF ROUND ROCK

By: 
Charles Culpepper, Mayor
Date: 6-11-98

HF2M, INC.

By: 
Printed Name: Jeffrey N. Orvis
Date: 7/2/98

M.S.P., Inc.


By: 
Printed Name: Jeffrey N. Orvis
Date: 7/2/98

EXHIBIT A

APPENDIX I

RECEIVED

MAR 18 1998

CITY OF ROUND ROCK
PLANNING DEPARTMENT

FIELD NOTES

BEING a part of the WILEY HARRIS SURVEY, ABSTRACT NO. 298, Williamson County, Texas, and being a part of that certain 122.82 acre tract of land described in a deed to R. L. Egger recorded in Volume 259 at Page 250, Deed Records of Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an "X" found cut in a concrete curb at the southwest corner hereof, said point also being the northwest corner of Southgate Apartments, Ltd, a subdivision of record filed in Cabinet F, Slide 288, Plat Records of Williamson County;

THENCE with the west line hereof and the east line of Interstate Highway 35, the following described two (2) courses and distances:

- 1) N 12° 42' 15" W a distance of 513.70 feet to a concrete R/W monument, and;
- 2) N 40° 06' 42" W a distance of 643.84 feet to the northwest corner hereof, from which a chain link fence corner post bears N 73° 55' 45" E a distance of 2.13 feet;

THENCE with the north line hereof, the following described four (4) courses and distances:

- 1) N 73° 55' 45" E a distance of 492.86 feet to an iron rod found at the southeast corner of Southside Acres, a subdivision of record filed in Cabinet A, Slide 323, Plat Records of Williamson County;
- 2) N 74° 15' 18" E a distance of 586.15 feet to an iron rod found at the southwesterly terminus of Mandell Street;
- 3) N 73° 00' 49" E a distance of 61.47 feet to an iron pipe found at the southeasterly terminus of Mandell Street, said iron pipe also being the southwest corner of Southside Acres Unit Two, a subdivision of record filed in Cabinet B, Slide 40, Plat Records of Williamson County, and;
- 4) N 73° 06' 28" E a distance of 356.87 feet to an iron rod found at the northeast corner hereof in the west line of U. S. Highway 81, (South Mays Street);

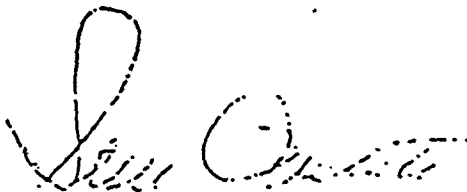
RELUKERS MEMORANDUM
All or parts of the text on this page w/
clearly legible for satisfactory records.

THENCE with the east line hereof and the west line of said U. S. Highway 81, the following described three (3) courses and distances:

- 1) An arc distance of 762.51 feet with a curve to the right, said curve having a central angle of $7^{\circ} 41' 32''$, a radius of 5679.58, tangents of 381.83 feet, a chord distance of 761.94 feet, and a chord bearing of $S 6^{\circ} 51' 07'' E.$ to a concrete R/W monument;
- 2) $S 3^{\circ} 26' 43'' W$ a distance of 172.36 feet to a concrete R/W monument, and;
- 3) $S 8^{\circ} 35' 48'' E$ a distance of 154.21 feet to the southeast corner hereof, from which an iron rod found bears $N 87^{\circ} 53' 21'' E$ a distance of 0.90 feet, an iron rod found bears $S 87^{\circ} 53' 21'' W$ a distance of 0.80 feet, and a concrete R/W monument bears $S 8^{\circ} 35' 48'' E$ a distance of 46.92 feet;

THENCE with the south line hereof, the following described three (3) courses and distances:

- 1) $S 87^{\circ} 53' 21'' W$ a distance of 370.84 feet to an iron rod found, said iron rod also being the northwest corner of Stella Subdivision Section Two, a subdivision of record filed in Cabinet G, Slide 23, Plat Records of Williamson County;
- 2) $S 2^{\circ} 14' 22'' E$ a distance of 169.19 feet to an iron rod found at the southwest corner of said Stella Subdivision in the north line of said Southgate Apartments, Ltd;
- 3) $S 77^{\circ} 15' 31'' W$ a distance of 686.26 feet with the north line of said Southgate Apartments, Ltd, to the Place of Beginning, containing 30.42 acres of land, subject to easements, conditions or restrictions of record if any.



Stan Coalter, RPS, LSLs
2-1-03



EXHIBIT A

APPENDIX 2

FIELD NOTES

BEING a part of the WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, and being a part of that certain 30.42 acre tract of land described in a deed to MSP, INC., recorded in Volume 2291 at Page 50, Official Records, Williamson County, and being more particularly described by metes and bounds as follows, to wit:

BEGINNING at the northwest corner of said 30.42 acre tract in the east right-of-way line of Interstate Highway No. 35, from which a chain link fence corner post bears N 73° 55' 45" E a distance of 2.13 feet;

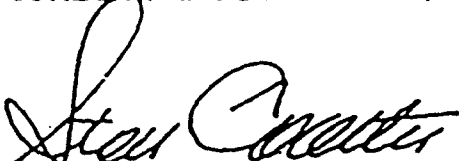
THENCE N 73° 55' 45" E a distance of 352.46 feet with the north line of said 30.42 acre tract to the northeast corner hereof;

THENCE crossing said 30.42 acre tract, the following described six (6) courses and distances:

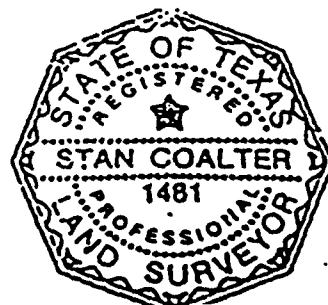
- 1) S 29° 34' 41" W a distance of 66.58 feet;
- 2) S 33° 45' 24" W a distance of 52.64 feet;
- 3) S 21° 46' 50" W a distance of 93.72 feet;
- 4) S 28° 20' 47" W a distance of 49.99 feet;
- 5) S 14° 56' 05" W a distance of 52.39 feet, and;
- 6) S 17° 25' 55" W a distance of 43.58 feet to a point in the east right-of-way line of said Interstate Highway 35;

THENCE N 40° 06' 42" W a distance of 297.24 feet with the west line of said 30.42 acre tract and the east line of said Interstate Highway No. 35 to the Place of Beginning, containing 1.03 acres of land, more or less.

COALTER & ASSOCIATES, SURVEYORS



Stan Coalter, RPLS, LSLs
7-10-93 93011-1-01





REZONING OF 29.42 ACRES
OUT OF WILEY HARRIS SURVEY,
ABSTRACT 298

SOUTH WAYS
COMM. PARK

ROAD

SOUTH WAYS COMMERCIAL PARK

SEVEN SOUTH
WAYS

SOUTH WAYS STREET
BE HIGHWAY 36

100.00
N 85° 32' 30" W 4.57,322 S
154.21
S 53° 46' E

SOUTHDALE ACRES
UNIT 0100

CURVE DATA
RADIUS 110.00
CHORD BEARING N 11° 07' 00" E
CHORD DISTANCE 21.35

TYPE	BEARING	DISTANCE
1	N 11° 07' 00" E	21.35
2	S 88° 53' 00" W	100.00
3	S 53° 46' 00" E	154.21
4	N 85° 32' 30" W	4.57,322

STELLA SUBDIVISION
SEC. 10, T.10 N.
R. 12 E., S. 3

STELLA
SUBDIVISION

S 21° 22' 30" E
3.72,112 S

M. B. P. 11 N. 2
S. 2 E. 22 E. 45

STELLA
SUBDIVISION

1976
1978

LINE OF THE HILLS
TO THE HILLS IN
1974 AC.

110.00
N 11° 07' 00" E

SOUTHDALE ACRES

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

110.00
N 11° 07' 00" E

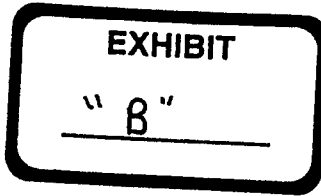
110.00
N 11° 07' 00" E

INTERSTATE HIGHWAY 36

LEGEND
 ○ BOUNDARY FOUND
 () CONC. NOT BOUND
 U CURVE DATA
 B L. BOUNDING LINE
 N L. TYPICAL SECTION
 PALL. PUBLIC UTILITY LOCATION

OWNER: MSP, Inc.
(Jeffrey H. Driskard, President)
 ADDRESS: 50131
 SURVEY: Wray Harris Survey,
 Abstract No. 298
 NUMBER OF BLOCKS: 1
 NUMBER OF LOTS: 1
 DATE: March 18, 1990

RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.



Lienholder's Consent

State of Texas County of Williamson know all men by these presents that we, Coastal Banc, ssb, located at 7200 N. Mopac, Austin, Travis County, Texas, being the holders of a Deed of Trust on the lands described in Exhibit A of this agreement which is recorded in Vol. _____ Page _____ of the Official Records Williamson County, do hereby consent to the Development Agreement, the PUD Zoning Designation, and the recording of this Agreement in the Official Records of Williamson County.

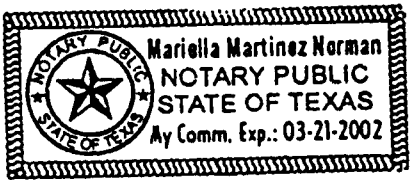
Witness my hand this 15 day of MAY, 1998 A.D.

Coastal Banc ssb
by: [Signature]
its VICE PRESIDENT

State of Texas
County of Williamson

This instrument was acknowledged before me on the 15 day of May, 1998,
by Douglas Cotner

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

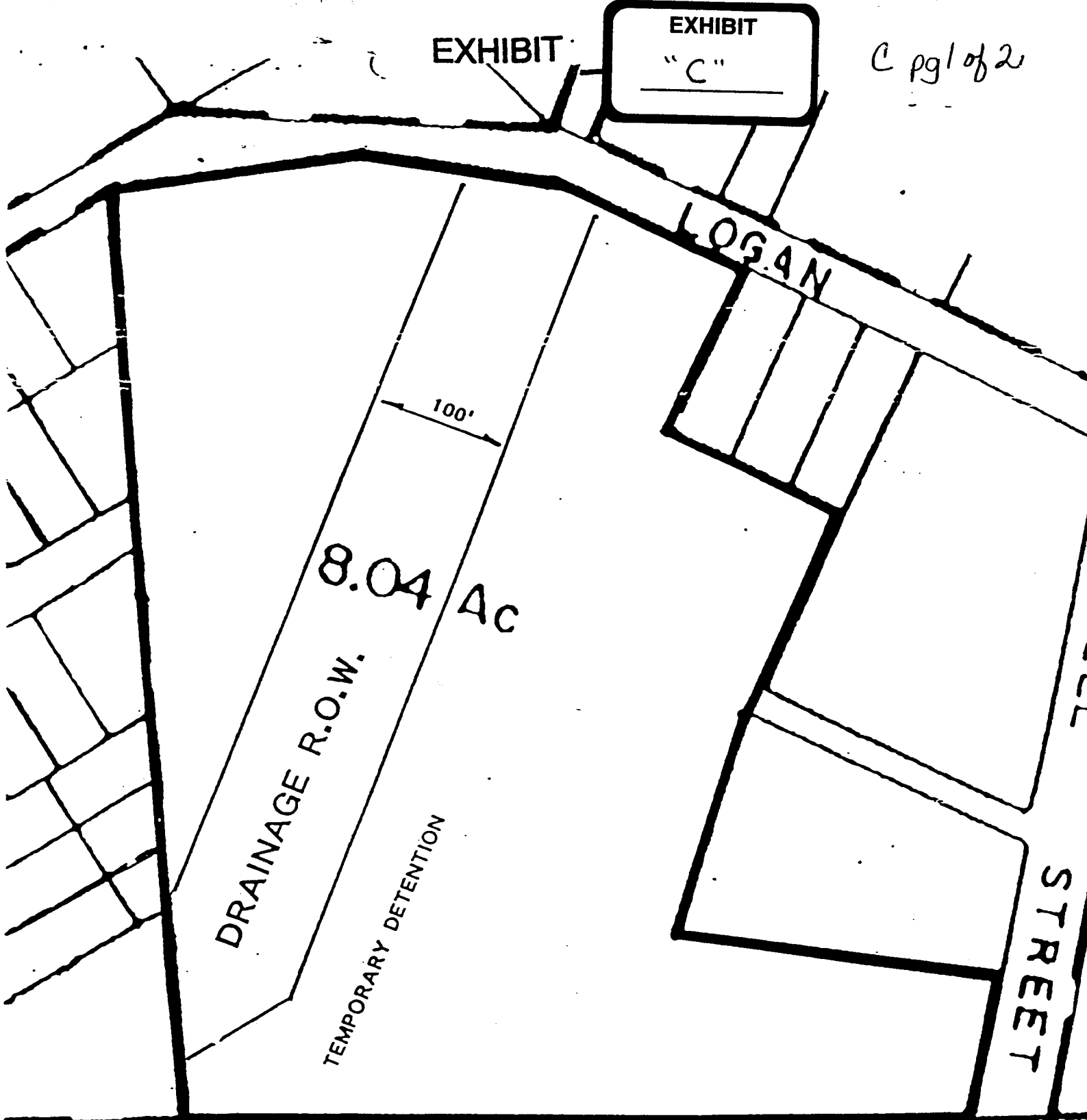


PRINTED NAME Mariella Martinez Norman
MY COMMISSION EXPIRES: March 21, 2002

EXHIBIT

EXHIBIT
"C"

C pg 1 of 2



SCALE: 1" = 100'



The proposed 100 foot drainage right of way will be dedicated to accommodate drainage improvements to be constructed by the City.

The drainage improvements recommended by the Drainage Improvements Study for the Rubio Subdivision identified the following:

DRAINAGE IMPROVEMENTS

The current drainage patterns within the project area are relatively unrestricted overland flow. The source of the flooding being experienced by the households is due to the Lake Creek Tributary 1 which flows through the project area from southwest to northeast. This tributary meets the main channel of Lake Creek on the northern boundary of the project area. In addition drainage from the Interstate Highway 35 R.O.W. flows into the channel at the western edge of the project area.

The drainage is controlled primarily by natural terrain. Virtually no drainage improvements have been constructed in this area. Storm run-off from private property flows unrestricted onto adjacent properties and streets. No enclosed storm sewer piping or curbed and guttered streets exist. The Lake Creek Tributary 1 channel is unimproved with a severely meandering alignment contributing to poor flow characteristics and erosion. The drainage area for this tributary is 1.6 square miles resulting in an approximate 100 year flow of 1921 cfs. The existing channel has an approximate capacity of 300 cfs which results in severe overtopping of the banks. This capacity will not contain a 10 year design storm with flows of 961 cfs.

The planned improvements consists of a grass lined trapezoidal channel with a top width of 100', bottom width of 60', approximately 6' deep, with 3 to 1 side slopes for maintenance. The bottom will have a narrow continuous concrete trickle channel to insure conveyance of minor flows and reduce maintenance requirements. The alignment will be basically straight with one slight bend. The channel will tie into the main channel of Lake Creek on the north edge of the project area.

The planned improvements should not have any adverse affects downstream because of the improved time of concentration. For a given storm, the run-off from the Lake Creek Tributary drainage area will pass the confluence prior to the peak Lake Creek drainage area flows. This will reduce the downstream flows from current levels.

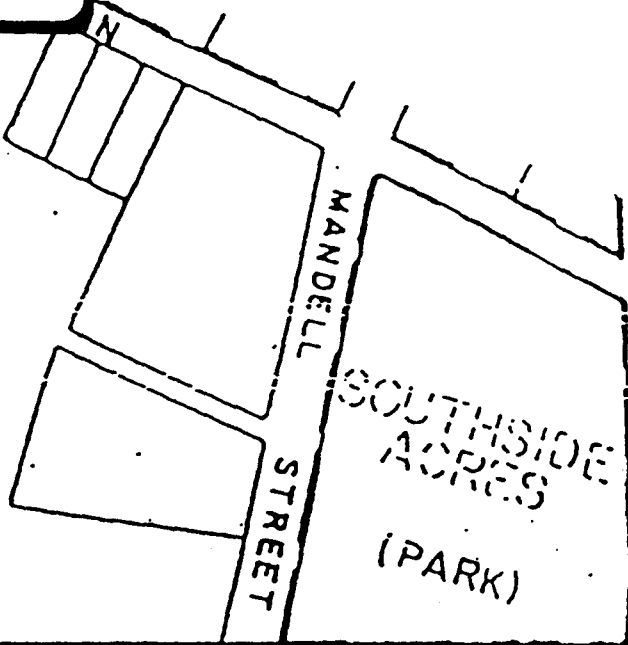
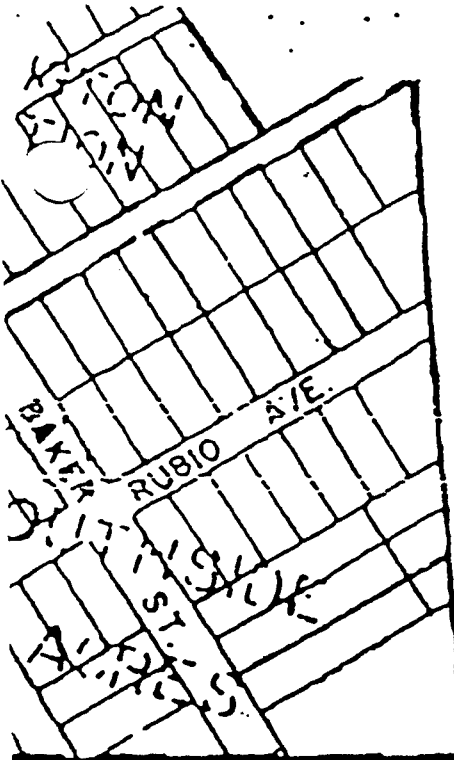
No other precautions are needed such as fencing (side slopes are acceptable). It is not anticipated that prolonged ponding and stagnation of water will occur due to the concrete trickle channel.

EXHIBIT
"D"

E

"D"

8.04 Ac



DRAINAGE
EASEMENT

I.H. 35 R.O.W.

SOUTH MAYS STREET

STELLA S/D
SECT.
2
STELLA
SUBD

SIMMAYS COMPANY FARM

SCALE: 1" - 200'



Doc# 9841436
Pages: 24
Date : 07-23-1998
Time : 04:32:37 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
NANCY E. RISTER
COUNTY CLERK
Rec. \$ 55.00

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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



Nancy E. Rister

County Clerk
Williamson County, Texas

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