

ORDINANCE NO. O-2021-067

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE TRACTS OF LAND TOTALING 47.94 ACRES OF LAND OUT OF THE A. THOMAS SURVEY, ABSTRACT NO. 609, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS PLANNED UNIT DEVELOPMENT (PUD) NO. 125; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has recently annexed tracts of land totaling 47.94 acres of land out of the A. Thomas Survey, Abstract No. 609 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 16th day of December, 2020, 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 Property in Exhibit "A" be originally zoned as Planned Unit Development (PUD) No. 125, and

WHEREAS, on the 11th day of March, 2021, after proper notification, the City Council held a public hearing on the proposed original zoning, 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 Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Sections 10-20 and 10-22, Code of Ordinances (2018 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 CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 125 meets the following goals and objectives:

- (1) The development in PUD No. 125 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 125 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 125 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. 125 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. 125 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 Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 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. 125, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 125 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 Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance 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.

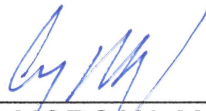
By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this 11th day of March, 2021.

Alternative 2.

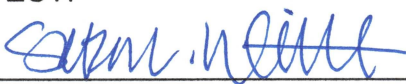
READ and APPROVED on first reading this the _____ day of _____, 2021.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2021.

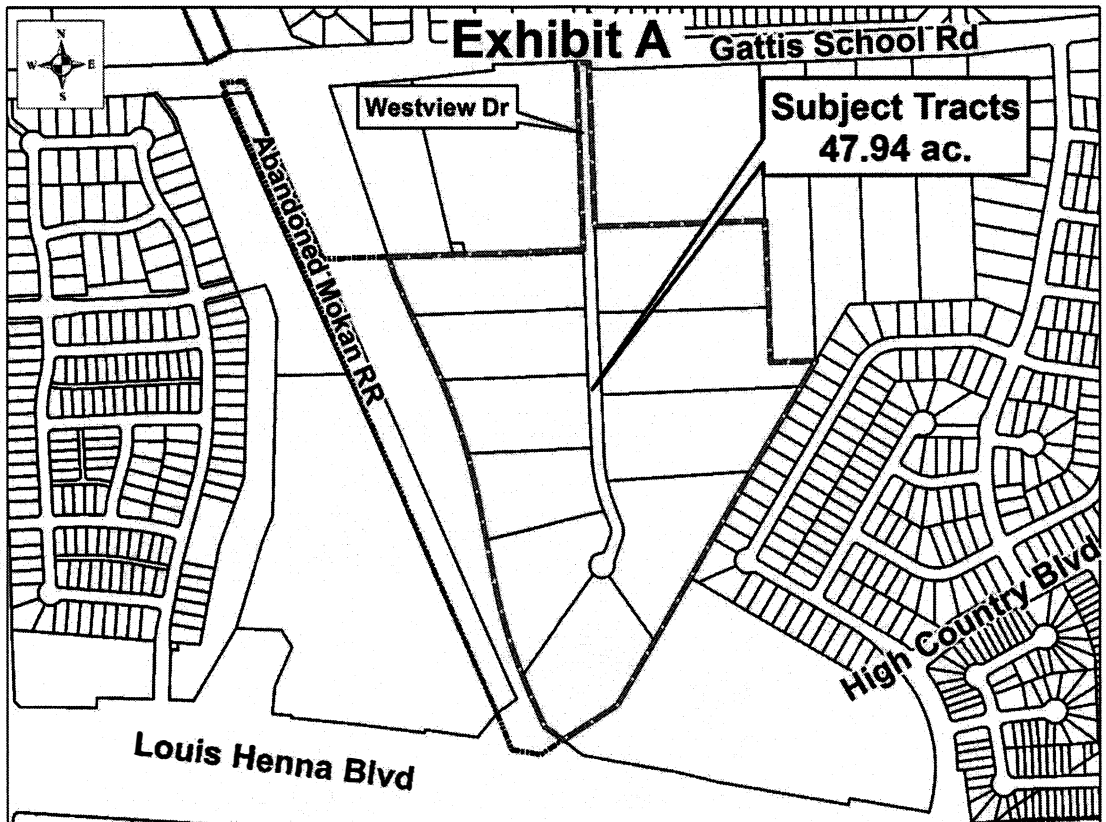


CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk



EXHIBIT

"B"

**DEVELOPMENT PLAN
WESTVIEW SOUTH
PLANNED UNIT DEVELOPMENT NO. 125**

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

THIS DEVELOPMENT PLAN (this "**Plan**") is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the "**City**"). For purposes of this Plan, the term **Owner** shall mean FRED ROBERT ANDERS, JR., RICHARD NORD, MARCO & SANDRA LEAL, MICHAEL & DENISE RUCKER, JONATHAN READING, BRIAN & JESSICA JOHNSON, STEVE JOHNSON & VICTORIA JOHNSON, BRIAN ROBINSON, BELINDA ALEXANDER and JESUS SOLIS & PETRA MOYA; as their respective interests may appear in the respective portions of the hereinafter described property; and their respective successors and designated assigns. Upon sale, transfer or conveyance of portions of the hereinafter described property by a respective Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties and obligations hereunder, the respective Owner shall have no further liability relating to the respective property so sold and conveyed.

WHEREAS, the Owner are the owners of certain real property consisting of 47.94 acres, as more particularly described in **Exhibit "A" (Legal Description)**, (herein after referred to as the "Property") attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Unit Development (the "PUD"); and

WHEREAS, pursuant to Section 46-106 of the Code of Ordinances of the City of Round Rock, Texas, the Owner has submitted Development Standards setting forth the development conditions and requirements within the PUD, which Development Standards are contained in Section II of this Plan; and

WHEREAS, the Williamson County Commissioners Court approved an order requesting the City to annex Westview Drive into the city limits of Round Rock on January 19, 2021; 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 16, 2020, the City's Planning and Zoning Commission recommended approval of the Owner's application for PUD zoning; and

WHEREAS, the City Council has reviewed the proposed 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:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

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

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II.7.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Section 1-9, Code of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1. Severability

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

4.2. Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

4.3. Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II.

DEVELOPMENT STANDARDS

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as “the Code.”

2. PROPERTY

This Plan covers approximately 47.94 acres of land located within the City of Round Rock, Texas, and more particularly as described in **Exhibit “A”**.

3. PURPOSE

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which 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.

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 the zoning districts referenced in **Exhibit “C”** and other sections of the Code, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

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

4.3 Concept Plan

This Plan, as depicted in **Exhibit “B”**, shall serve as the Concept Plan required by Part III, Section 10-26 of the Code, as amended.

5. **LAND USE PARCELS AND PERMITTED USES**

5.1 Land Use Parcels

Permitted uses are assigned according to **Exhibit “B”**, which illustrates the Plan area and development parcels.

5.2 Permitted Uses

- (1) The land uses permitted are in **Exhibit “C”**.
- (2) Development standards for Common Lot Single Family are in **Exhibit “D”**.

6. **ACCESS EASEMENT**

A Reciprocal Access Easement, in which the Owners grant to each other a permanent, non-exclusive easement for vehicular and pedestrian access on their respective properties is attached as **Exhibit “E”**. This easement shall be recorded with the County Clerk upon approval of the PUD.

7. **CHANGES TO DEVELOPMENT PLAN**

7.1 Minor Changes

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

7.2 Major Changes

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

LIST OF EXHIBITS

Exhibit “A”	Property Description
Exhibit “B”	Land Use Parcels
Exhibit “C”	Permitted Uses
Exhibit “D”	Common Lot Single Family Development Standards
Exhibit “E”	Reciprocal Cross-Access Easement

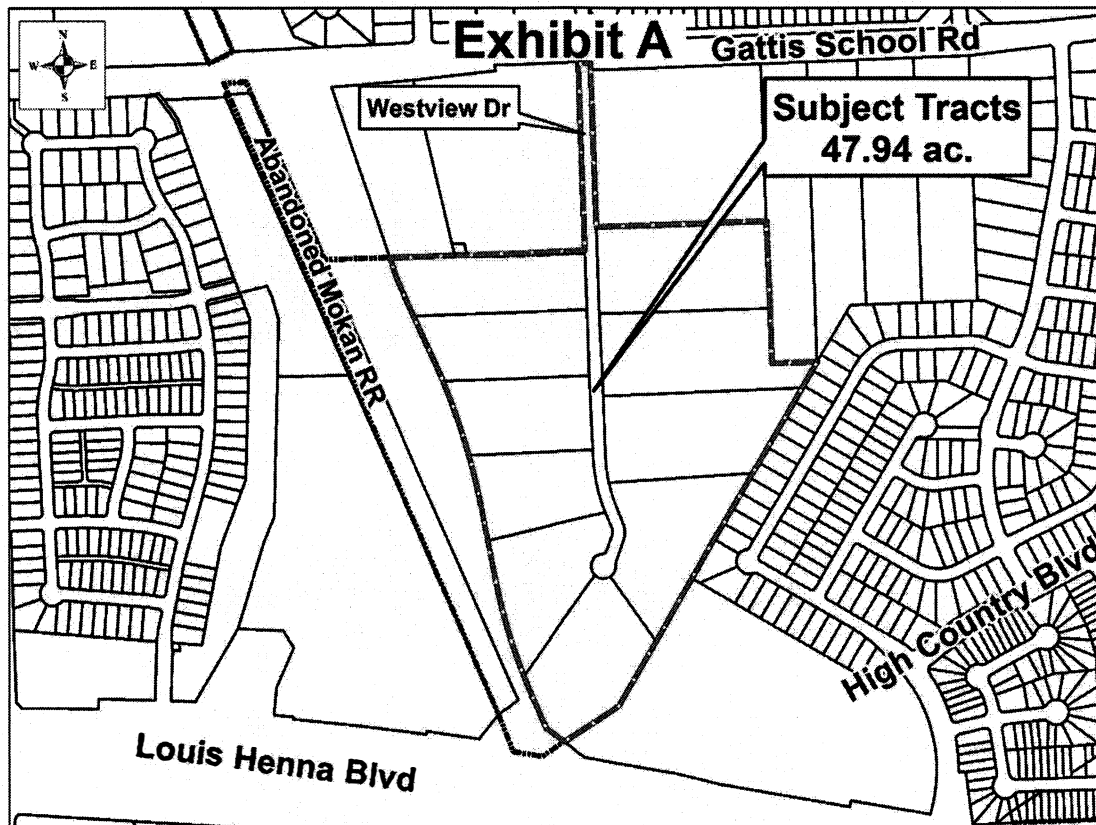


EXHIBIT "B"

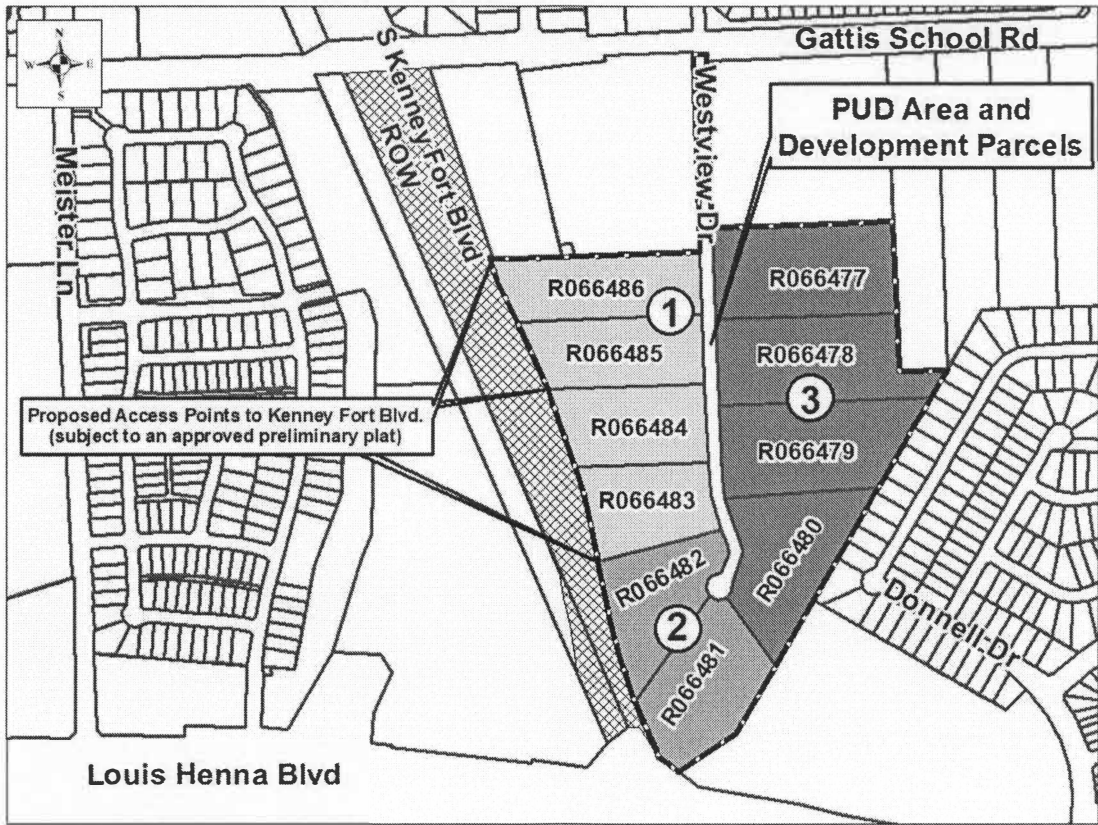


EXHIBIT “C”

PERMITTED USES

1. PARCEL 1

- a) OF-1 (General Office)
- b) OF-2 (Mid-Rise Office)
- c) MF-1 (Multi-Family – low density)
- d) SR (Senior)
- e) **Retail Sales and Services: Personal Service Oriented only, in accordance with C-1a (General Commercial – Limited)** (*Typical uses include: Banks; trade schools; Dance, art, or music studios or classes; Dry-cleaning and laundry drop-off establishments; Athletic or health clubs; Cosmetic services; Laundromats; Mortuaries; Photographic studios; Small animal day care, training, and grooming facilities*)
- f) **Retail Sales and Services: Restaurant/Bar, no drive-through service is allowed, in accordance with C-1a (General Commercial – Limited)**

2. PARCEL 2

- a) C-1a (General Commercial – Limited)
- b) MF-1 (Multi-Family – low density)

3. PARCEL 3

- a) OF-1 (General Office)
- b) MF-1 (Multi-Family – low density)
- c) SR (Senior)
- d) **Single Family – Common Lot**, in accordance with the standards contained in **Exhibit “D”**.
- e) *The following development limitations shall apply to Parcel 3:*
 - i. *A second point of access shall be required for more than 29 detached residential units.*
 - ii. *A second point of access shall be required for any non-residential use with a building height of greater three-stories or 30 feet.*
 - iii. *If all buildings are constructed with fire suppression in accordance with the Code, one point of access shall limit development to a maximum of 200 attached residential uses and a maximum of 124,000 square feet of non-residential use.*

All aspects not specifically covered by this Plan shall be regulated by the zoning district referenced.

EXHIBIT 'D'

COMMON LOT SINGLE FAMILY STANDARDS

1. Land Use

- a. The residential housing type shall be single family detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.
- b. All dwelling units shall be established as condominium units, pursuant to the Texas Uniform Condominium Act, Section 82.001 et. seq., Texas Property Code.

2. Private Drive Aisles

The private drive aisles shall be in accordance with **Exhibit "A"**.

3. Visitor Parking

- a. A minimum of one (1) visitor parking space for every five (5) units shall be provided, as either:
 - i. Parallel along the drive aisles; or
 - ii. 90-degree spaces adjacent to the drive aisles and in accordance with City Transportation DACS (Design and Construction Standards)

4. Garage Door Treatment

- a. An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required.
- b. Upgraded garage doors shall not be required for swing in, side entry garages.

5. Yard Fencing

- a. No fences permitted between the front of the house and the drive aisle.
- b. All fences shall provide a finished face to abutting drive aisles.
- c. Fences shall not conflict with sight visibility triangles at drive aisle intersections or obstruct views from adjacent driveways.
- d. Fence posts for all new fences shall be constructed of rust-resistant metal parts, concrete based masonry, or concrete pillars of sound structural integrity.
- e. Fence posts and fence panels for non-wood fences shall be capped.
- f. Maximum fence height: eight (8) feet.

6. Perimeter Fencing and Subdivision Wall

- a. Where the platted lot boundaries are adjacent to a public right-of-way, a subdivision wall, in compliance with Section 4-30 of the Code, shall be constructed; and
- b. Where the platted lot boundaries are not adjacent to a public right-of-way, a cedar privacy fence with a picket size of 1" x 6", a top cap, treated rails and

EXHIBIT 'D'

metal posts, with the finished side facing the abutting properties, shall be constructed.

7. Building Setbacks

- a. The building setback for the lot on which multiple residential units are located shall be 10' from any lot boundary.
- b. Individual condominium unit lot building setbacks shall be according to **Exhibit "B"**.

8. Utilities

Typical utility cross sections are illustrated in **Exhibit "C"**.

9. Park Land Requirement

The TH (Townhouse) zoning district shall be used for the purpose of applying Chapter 4, Article V of the Code to determine the parkland requirement.

10. Protected Tree Size

Trees having a diameter of 20 inches or more are protected trees for the purpose of applying Chapter 8, Article III – Tree Protection and Preservation.

11. Landscaping

- a. The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:
 - i. All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.
 - ii. Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.
 - iii. Each single-family dwelling unit shall be provided with a minimum of one (1) large species tree and one (1) small species tree, whether through the preservation of existing trees or planting of three-inch (3") caliper container-grown trees. Newly planted trees are eligible for mitigation credit.

12. Home-Owner's Association

A private home-owner's association will be established for the maintenance of private drive aisles, private utility lines, landscape areas, signage, walls, medians, common open spaces, stormwater detention areas and any other non-public infrastructure.

EXHIBIT 'D'

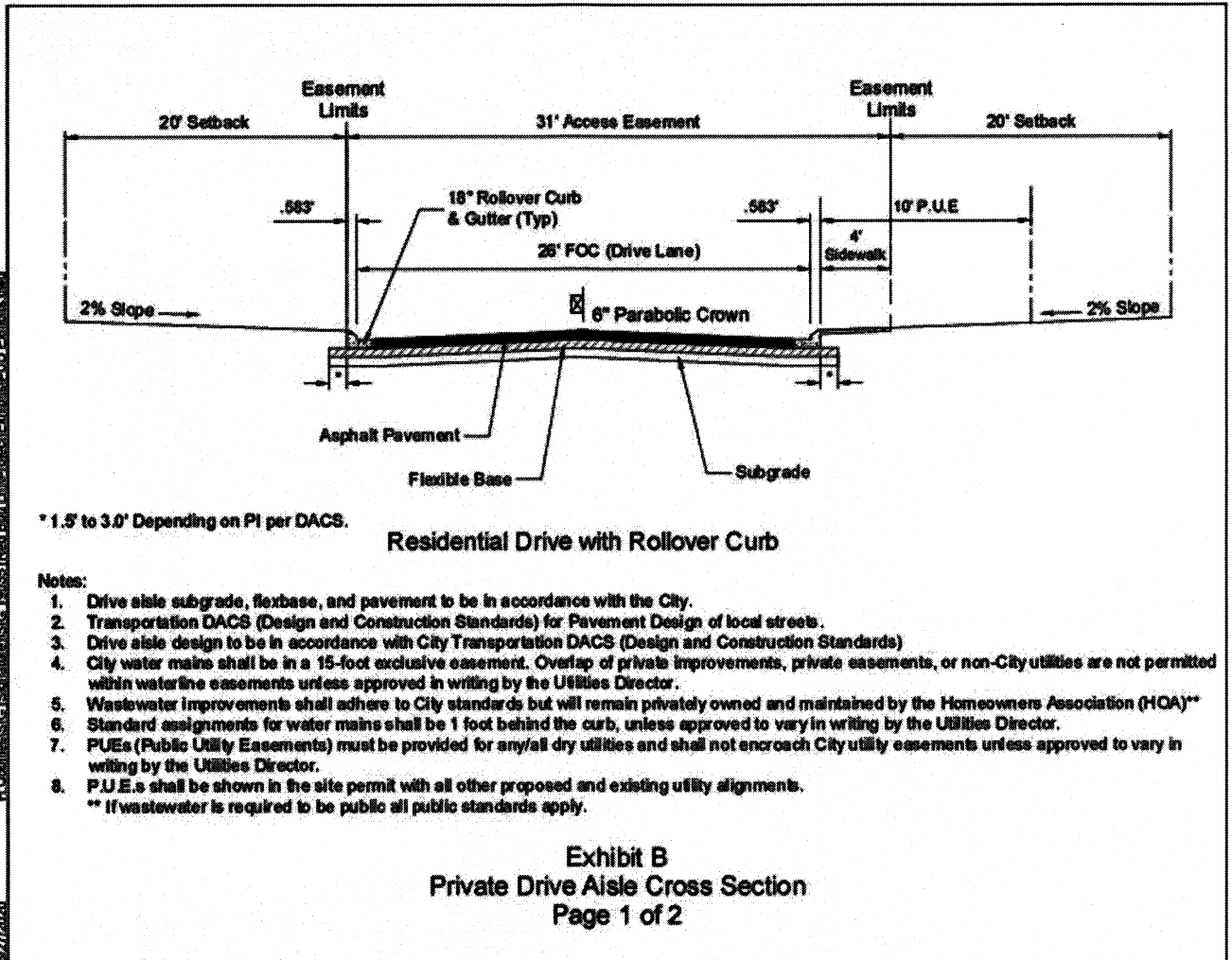
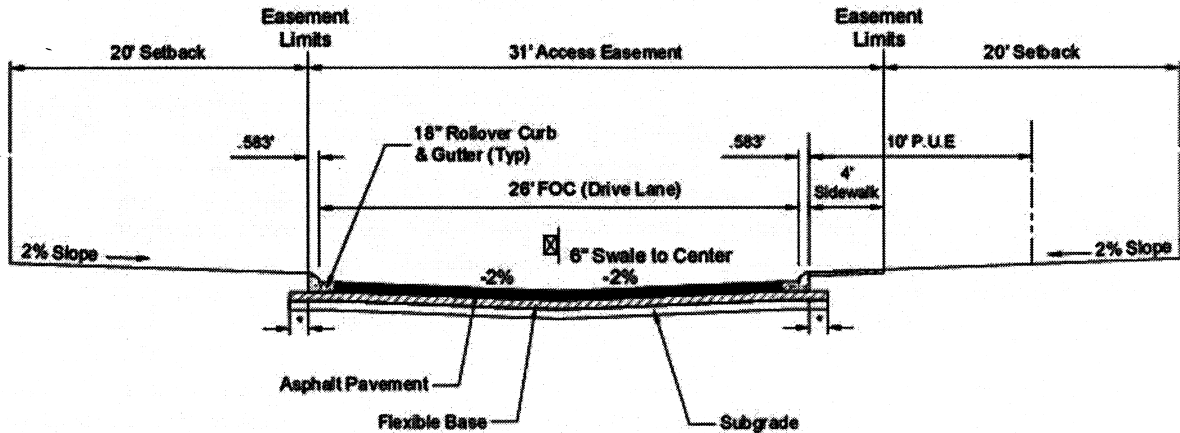


EXHIBIT 'D'



* 1.5' to 3.0' Depending on PI per DACS.

Residential Drive with Rollover Curb

Notes:

1. Drive aisle subgrade, flexbase, and pavement to be in accordance with the City.
2. Transportation DACS (Design and Construction Standards) for Pavement Design of local streets.
3. Drive aisle design to be in accordance with City Transportation DACS (Design and Construction Standards)
4. City water mains shall be in a 15-foot exclusive easement. Overlap of private improvements, private easements, or non-City utilities are not permitted within waterline easements unless approved in writing by the Utilities Director.
5. Wastewater improvements shall adhere to City standards but will remain privately owned and maintained by the Homeowners Association (HOA)**
6. Standard assignments for water mains shall be 1 foot behind the curb, unless approved to vary in writing by the Utilities Director.
7. PUEs (Public Utility Easements) must be provided for any/all dry utilities and shall not encroach City utility easements unless approved to vary in writing by the Utilities Director.
8. P.U.E.s shall be shown in the site permit with all other proposed and existing utility alignments.

** If wastewater is required to be public all public standards apply.

Exhibit B
Private Drive Aisle Cross Section
Page 2 of 2

EXHIBIT 'D'

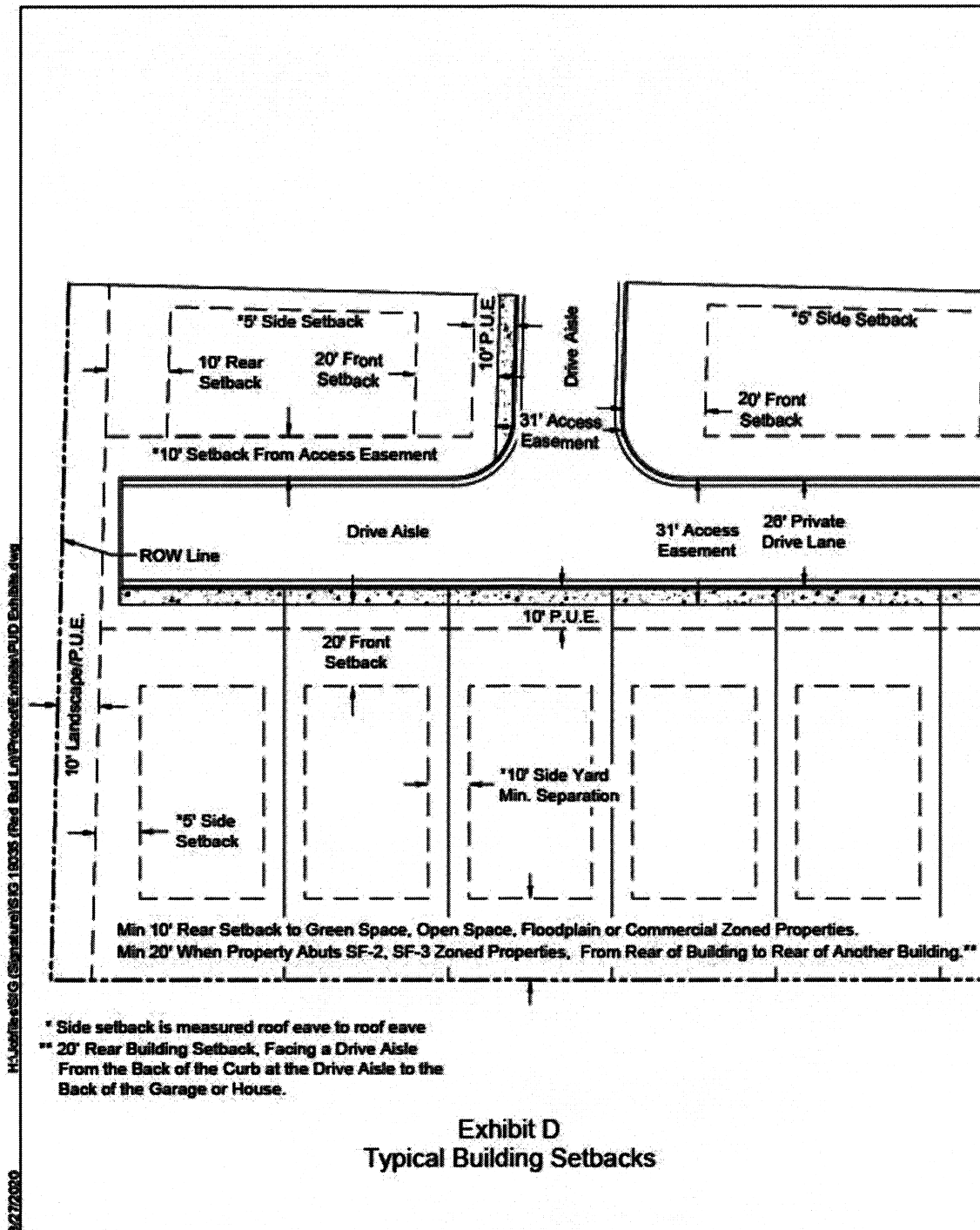


EXHIBIT 'D'

3/27/2020

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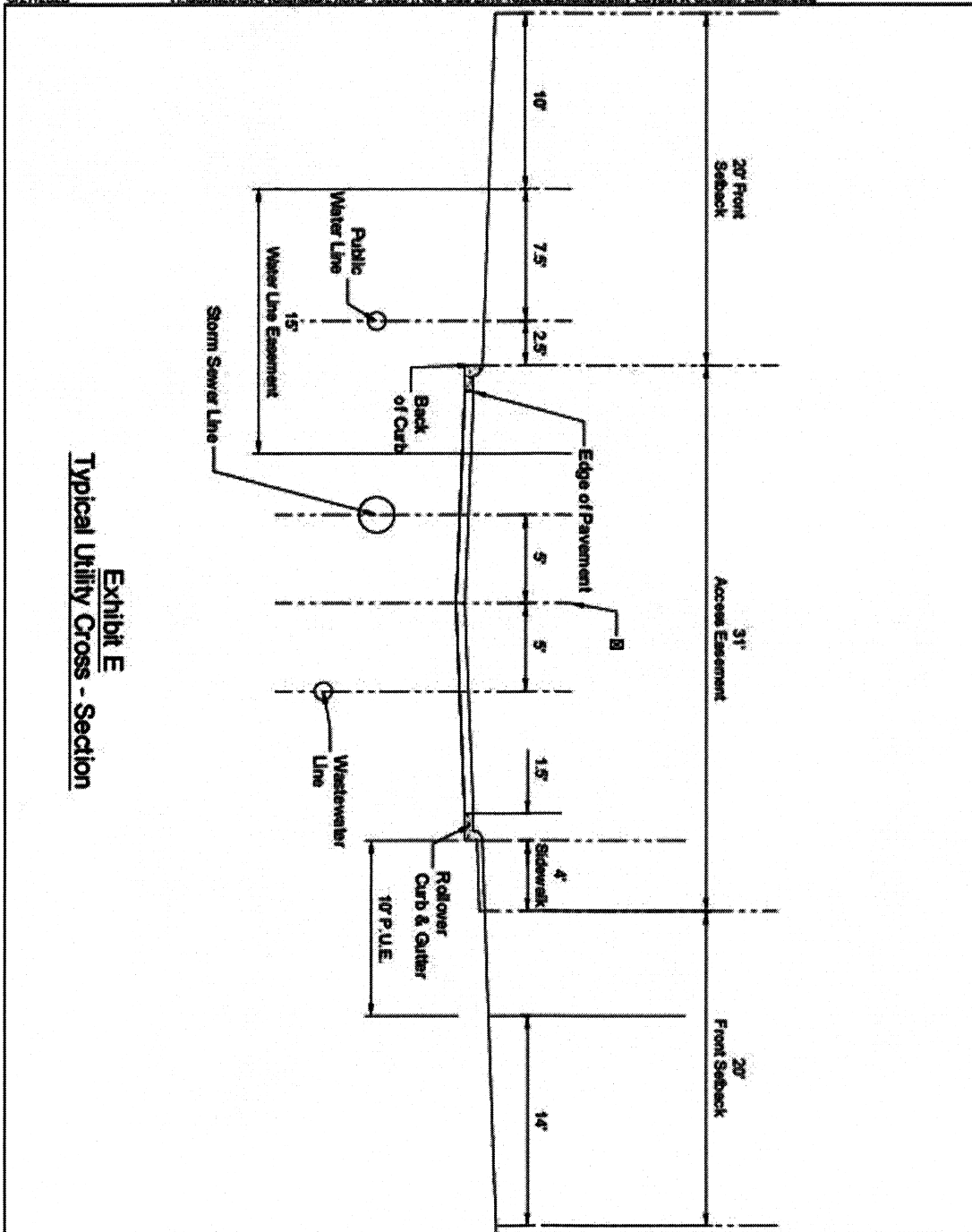


Exhibit E
Typical Utility Cross - Section

EXHIBIT 'E'

RECIPROCAL ACCESS EASEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

Richard and Joy Nord ("NORD"), whose mailing address is 4 WESTVIEW DR ROUND ROCK, TX 78664, Michael and Denise Rucker ("RUCKER"), whose mailing address is 6 WESTVIEW DR ROUND ROCK, TX 78664, Brian and Jessica Johnson ("B. JOHNSON"), whose mailing address is 8 WESTVIEW DR ROUND ROCK, TX 78664, Steve and Victoria Johnson ("S. JOHNSON"), whose mailing address is 10 WESTVIEW DR ROUND ROCK, TX 78664, and Brian and Belinda Robinson ("ROBINSON"), whose mailing address is 16 WESTVIEW DR ROUND ROCK, TX 78664, convey reciprocal easements to each other, on the basis of the following facts and understandings.

RECITALS

1. **NORD** owns certain other property ("Property A") located in Round Rock, Texas. Property A is described as:

Being approximately 4.13 acres out of the ASA THOMAS SURVEY, Abstract No.609, in Williamson County, Texas, and being that same tract of land described in a deed to RICHARD G NORD AND WIFE, JOY NORD, recorded in Document Number 198310501DR of the Williamson County Official Public Records.

2. **RUCKER** owns certain other property ("Property B"). Property B is described as:

Being approximately 3.956 acres out of the ASA THOMAS SURVEY, Abstract No. 609, in Williamson County, Texas, and being that same tract of land described in a deed to MICHAEL G RUCKER AND SPOUSE, DENISE B RUCKER, recorded in Document Number 9842360 of the Williamson County Official Public Records.

3. **B. JOHNSON** owns certain other property ("Property C"). Property C is described as:

Being approximately 3.78 acres out of the ASA THOMAS SURVEY, Abstract No.609, in Williamson County, Texas, and being that same tract of land described in a deed to BRIAN JOHNSON AND JESSICA JOHNSON, HUSBAND AND WIFE, recorded in Document Number 2003037132 of the Williamson County Official Public Records.

EXHIBIT 'E'

4. **S. JOHNSON** owns certain other property ("Property D"). Property D is described as:

Being approximately 3.38 acres out of the A THOMAS Survey, Abstract No.609 in Williamson County, Texas, and being that same tract of land described in a deed to STEVE M JOHNSON AND VICTORIA JOHNSON recorded in Document Number 1997007287 of the Williamson County Official Public Records.

5. **ROBINSON** owns certain other property ("Property E"). Property E is described as:

Being approximately 4.5928 acres out of the WILLIAM BARKER SURVEY AND THE C.E. ROWE SURVEY, in Williamson County, Texas, and being that same tract of land described in a deed to BRIAN ROBINSON AND WIFE, BELINDA ROBINSON, recorded in Document Number 1999015555 of the Williamson County Official Public Records.

6. **ROBINSON** also owns certain other property ("Property F"). Property F is described as:

Being approximately 4.08 acres out of the C.E. ROWE SURVEY, ABSTRACT NO.871 AND WILLIAMS BARKER SURVEY, ABSTRACT NO. 197 in Williamson County, Texas, and being that same tract of land described in a deed to BELINDA GAIL ROBINSON AND GARY BRIAN ROBINSON, recorded in Document Number 2008004311 of the Williamson County Official Public Records.

7. **NORD, RUCKER, B. JOHNSON, S. JOHNSON, and ROBINSON** are hereinafter collectively referred to as the "**Parties**".
8. Property A, Property B, Property C, Property D, Property E, and Property F are hereinafter collectively referred to as the "**Properties**".
9. The Properties are all located adjacent to the right-of-way for and will have access to Kenney Fort Boulevard.
10. The City of Round Rock has plans to construct Kenney Fort Boulevard, which may impact the Properties' access to Kenney Fort Boulevard.
11. The Parties wish to grant twenty-six (26) foot wide reciprocal access easements parallel and adjacent to the Kenney Fort Boulevard right-of-way, over, under, and across those portions of the Properties directly to the east of the Kenney Fort Boulevard right-of-way (the "Easement Area").

EXHIBIT 'E'

12. The Parties desire to have the mutual and reciprocal right to use the entire surface of the Road for purposes of ingress and egress.

THE PARTIES THEREFORE AGREE, in consideration of the mutual and reciprocal grants and agreements made here, as follows:

CONVEYANCE

Grant of Reciprocal Access Easements

1. The Parties hereby grant to each other a permanent, non-exclusive easement for vehicular and pedestrian access within the Easement Area located from time to time on their respective property (the "Reciprocal Easements"). Except to abate an emergency, no trees, permanent buildings, structures, fences or other barriers shall be placed in the Easement Area or shall be allowed to prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, and from the Easement Area, and no change of grade elevation or excavation shall be made upon the Easement Area, without the prior approval of each Property Owner, which approval shall not be unreasonably withheld or delayed.

Purpose of Easement

2. This access easement, with its rights and privileges, shall be used only for the purpose of providing pedestrian and vehicular ingress and egress over and across said properties.

Duration of Easement

3. This easement shall be perpetual.

Warranty of Title

4. Each Party's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to the other Party's heirs, personal representatives, successors, and assigns against every person lawfully claiming or to claim all or any part of the interest in the Property.

Non-exclusivity of Easement

5. The easement, rights, and privileges granted by this conveyance are nonexclusive, and each Party reserves and retains the right to convey similar rights and easements to such other persons as each Party may deem proper.

EXHIBIT 'E'

Indemnity

6. Each Party shall hold harmless, defend, and indemnify the other Party against any suits, liabilities, claims, demands or damages, including but not limited to personal injuries and attorneys' fees, arising from any Party's exercise of easement rights granted by this instrument.

Maintenance

7. Each Property Owner shall pay the expense of maintaining and repairing the Easement Area on their respective property, including the payment of all real estate taxes and assessments.

Rights Reserved

8. Each Party retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement for any and all purposes that do not interfere with and prevent other Party's use of the easement. This includes, without limitation, the right to build and use the surface of the easement area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to dedicate all or any part of the easement area to any city for use as a public street, road, or alley.

Covenants Running with Land

9. The rights contained within this Reciprocal Access Easement shall run with the land and inure to and be for the benefit of each Property Owner, their successors and assigns, and the tenants, agents, employees, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons. The rights conferred hereby shall be enforceable by injunction in the appropriate court in the event of their breach.

Entire Agreement

10. This Reciprocal Access Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the Parties.

Executed this the _____ day of _____, 2021.

(signature pages follow)

EXHIBIT 'E'

Property A:

By: Richard Nord

Date: 2-22-2021

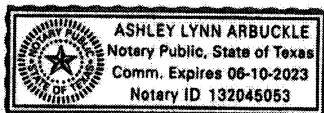
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 22nd day of February, 2021 by Richard Nord, in the capacity and for the purposes and consideration recited therein.



Ashley Lynn Arbuckle
Notary Public, State of Texas

By: Glenda Jay Nord

Date: Feb. 22, 2021

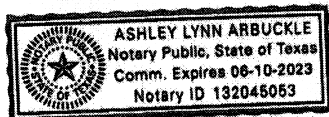
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 22nd day of February, 2021 by Glenda Jay Nord, in the capacity and for the purposes and consideration recited therein.



Ashley Lynn Arbuckle
Notary Public, State of Texas

EXHIBIT 'E'

This instrument was acknowledged before me on this the 9th day of FEBRUARY, 2021 by Denise & Michael Rucker, in the capacity and for the purposes and consideration recited therein.

(SEE BELOW)

Notary Public, State of Texas

Property B:

By: Michael G Rucker
Denise Rucker
Date: 2/9/2021

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

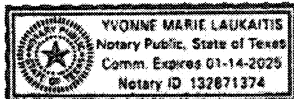
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This instrument was acknowledged before me on this the 9th day of February, 2021 by Denise & Michael Rucker, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

By: Yvonne Laukaitis
Date: 2/9/2021



ACKNOWLEDGMENT

STATE OF TEXAS

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EXHIBIT 'E'

ACKNOWLEDGEMENT

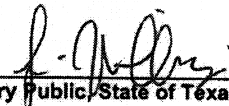
STATE OF TEXAS

COUNTY OF Travis

Before me, K.Williams, a Notary Public,
on this day personally appeared Jessica Young Johnson & Brian Johnson,
known to me (or proved to me on the oath of _____),
or through TXDL and TXDL

(description of identity card or other document), to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of February,
2021.



Notary Public, State of Texas

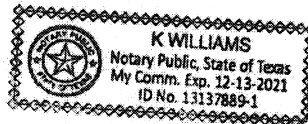


EXHIBIT 'E'

Property D:

By: Steve M Johnson
Victoria Johnson

Date: 2-10-2021

ACKNOWLEDGMENT

STATE OF TEXAS

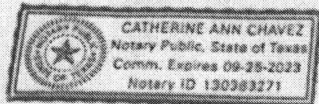
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COUNTY OF Arcansas

§

§

This instrument was acknowledged before me on this the 10 day of Feb, 2021 by Victoria & Steve Johnson in the capacity and for the purposes and consideration recited therein.



Catherine Chavez
Notary Public, State of Texas

By: Victoria Johnson
Steve M. Johnson

Date: 2-10-21

ACKNOWLEDGMENT

STATE OF TEXAS

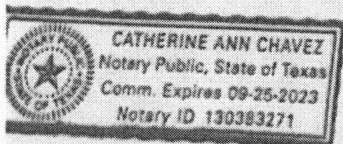
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COUNTY OF Arcansas

§

§

This instrument was acknowledged before me on this the 10 day of Feb, 2021 by Victoria & Steve Johnson in the capacity and for the purposes and consideration recited therein.



Catherine Chavez
Notary Public, State of Texas

EXHIBIT 'E'

Property E:

By: Bm Mh

Date: 2/9/21

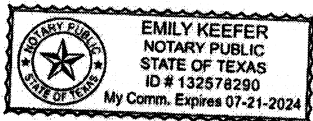
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 9th day of February, 2021 by Gary Brian Robinson, in the capacity and for the purposes and consideration recited therein.



Emily Keffer
Notary Public, State of Texas

By: Emily Keffer

Date: 2/9/2021

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

EXHIBIT 'E'

Property F:

By: B. M. M.

Date: 2/9/21

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 9th day of February, 2021 by Gary Brian Robinson, in the capacity and for the purposes and consideration recited therein.

Emily Kuhn
Notary Public, State of Texas

By: Emily Kuhn

Date: 2/9/2021

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

EXHIBIT 'E'

Property F:

By: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

By: Deleida Alexander

Date: 2/10/21

ACKNOWLEDGMENT

STATE OF TEXAS

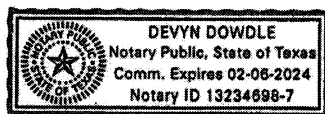
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COUNTY OF Travis

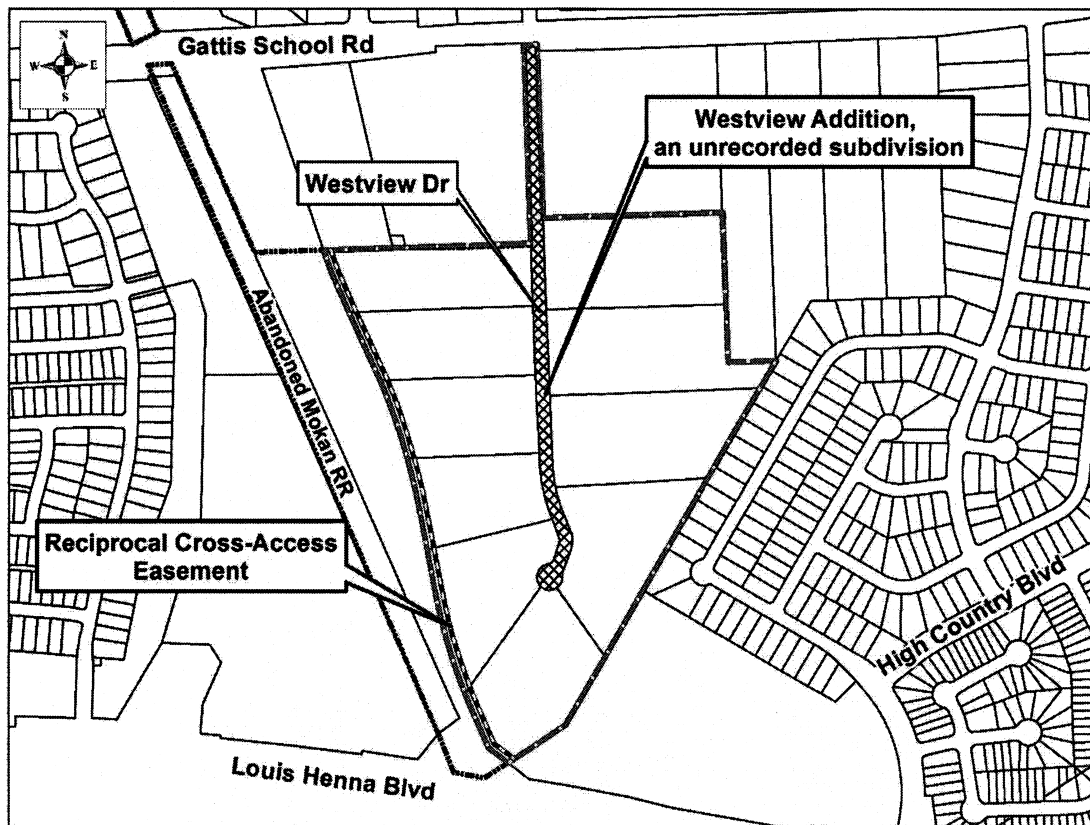
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This instrument was acknowledged before me on this the 10th day of Feb, 2021 by _____, in the capacity and for the purposes and consideration recited therein.



Devyn Dowdle
Notary Public, State of Texas

EXHIBIT 'E'



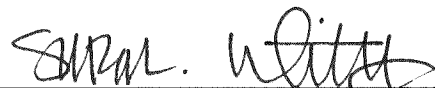
THE STATE OF TEXAS *

COUNTY OF WILLIAMSON *

CITY OF ROUND ROCK *

I, SARA L. WHITE, City Clerk of the City of Round Rock, Texas, do hereby certify that I am the custodian of the public records maintained by the City of Round Rock and the attached is a true and correct copy of Ordinance No. O-2021-067 which zones 47.94 acres of land located along Westview Drive, south of Gattis School Road, to the Planned Unit Development (PUD) No. 125 zoning district. This ordinance was approved and adopted at a regular meeting held by the City Council on the 11th day of March 2021 and recorded in the City Council minute book no. 63.

CERTIFIED by my hand and seal of the City of Round Rock, Texas on this 15th day of March 2021.



SARA L. WHITE, TRMC, City Clerk



ORDINANCE NO. O-2021-067

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE TRACTS OF LAND TOTALING 47.94 ACRES OF LAND OUT OF THE A. THOMAS SURVEY, ABSTRACT NO. 609, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, AS PLANNED UNIT DEVELOPMENT (PUD) NO. 125; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas has recently annexed tracts of land totaling 47.94 acres of land out of the A. Thomas Survey, Abstract No. 609 in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" (the "Property"), attached hereto and incorporated herein, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 16th day of December, 2020, 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 Property in Exhibit "A" be originally zoned as Planned Unit Development (PUD) No. 125, and

WHEREAS, on the 11th day of March, 2021, after proper notification, the City Council held a public hearing on the proposed original zoning, 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 Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Sections 10-20 and 10-22, Code of Ordinances (2018 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 CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 125 meets the following goals and objectives:

- (1) The development in PUD No. 125 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 125 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 125 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. 125 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. 125 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 Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 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. 125, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 125 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 Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance 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 11th day of March, 2021.

Alternative 2.

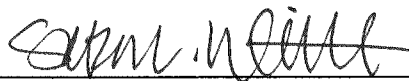
READ and APPROVED on first reading this the _____ day of _____, 2021.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2021.

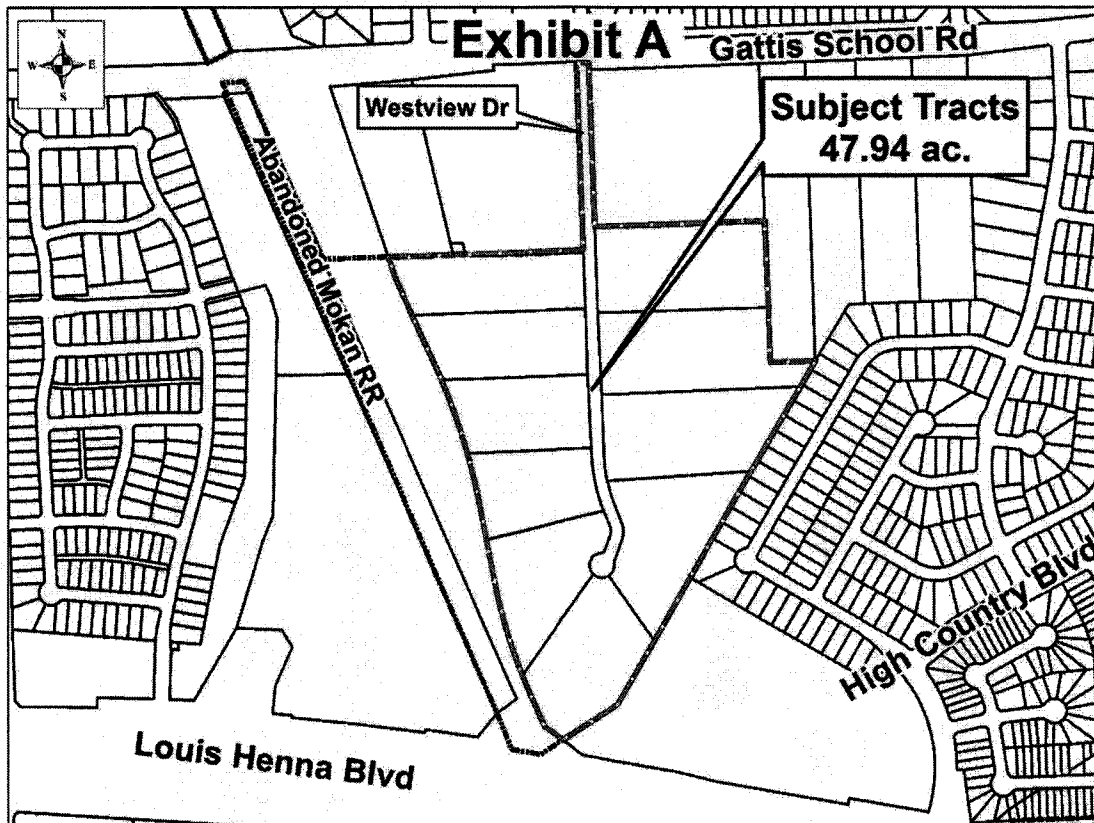


CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk



EXHIBIT**"B"**

**DEVELOPMENT PLAN
WESTVIEW SOUTH
PLANNED UNIT DEVELOPMENT NO. 125**

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

THIS DEVELOPMENT PLAN (this "**Plan**") is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the "**City**"). For purposes of this Plan, the term **Owner** shall mean FRED ROBERT ANDERS, JR., RICHARD NORD, MARCO & SANDRA LEAL, MICHAEL & DENISE RUCKER, JONATHAN READING, BRIAN & JESSICA JOHNSON, STEVE JOHNSON & VICTORIA JOHNSON, BRIAN ROBINSON, BELINDA ALEXANDER and JESUS SOLIS & PETRA MOYA; as their respective interests may appear in the respective portions of the hereinafter described property; and their respective successors and designated assigns. Upon sale, transfer or conveyance of portions of the hereinafter described property by a respective Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties and obligations hereunder, the respective Owner shall have no further liability relating to the respective property so sold and conveyed.

WHEREAS, the Owner are the owners of certain real property consisting of 47.94 acres, as more particularly described in **Exhibit "A" (Legal Description)**, (herein after referred to as the "**Property**") attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Unit Development (the "**PUD**"); and

WHEREAS, pursuant to Section 46-106 of the Code of Ordinances of the City of Round Rock, Texas, the Owner has submitted Development Standards setting forth the development conditions and requirements within the PUD, which Development Standards are contained in Section II of this Plan; and

WHEREAS, the Williamson County Commissioners Court approved an order requesting the City to annex Westview Drive into the city limits of Round Rock on January 19, 2021; 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 16, 2020, the City's Planning and Zoning Commission recommended approval of the Owner's application for PUD zoning; and

WHEREAS, the City Council has reviewed the proposed 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:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

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

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II.7.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Section 1-9, Code of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1. Severability

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

4.2. Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

4.3. Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II.

DEVELOPMENT STANDARDS

1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as “the Code.”

2. **PROPERTY**

This Plan covers approximately 47.94 acres of land located within the City of Round Rock, Texas, and more particularly as described in **Exhibit “A”**.

3. **PURPOSE**

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which 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.

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 the zoning districts referenced in **Exhibit “C”** and other sections of the Code, as applicable and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2 Other Ordinances

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

4.3 Concept Plan

This Plan, as depicted in **Exhibit “B”**, shall serve as the Concept Plan required by Part III, Section 10-26 of the Code, as amended.

5. **LAND USE PARCELS AND PERMITTED USES**

5.1 Land Use Parcels

Permitted uses are assigned according to **Exhibit “B”**, which illustrates the Plan area and development parcels.

5.2 Permitted Uses

- (1) The land uses permitted are in **Exhibit “C”**.
- (2) Development standards for Common Lot Single Family are in **Exhibit “D”**.

6. **ACCESS EASEMENT**

A Reciprocal Access Easement, in which the Owners grant to each other a permanent, non-exclusive easement for vehicular and pedestrian access on their respective properties is attached as **Exhibit “E”**. This easement shall be recorded with the County Clerk upon approval of the PUD.

7. **CHANGES TO DEVELOPMENT PLAN**

7.1 Minor Changes

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

7.2 Major Changes

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

LIST OF EXHIBITS

Exhibit “A”	Property Description
Exhibit “B”	Land Use Parcels
Exhibit “C”	Permitted Uses
Exhibit “D”	Common Lot Single Family Development Standards
Exhibit “E”	Reciprocal Cross-Access Easement

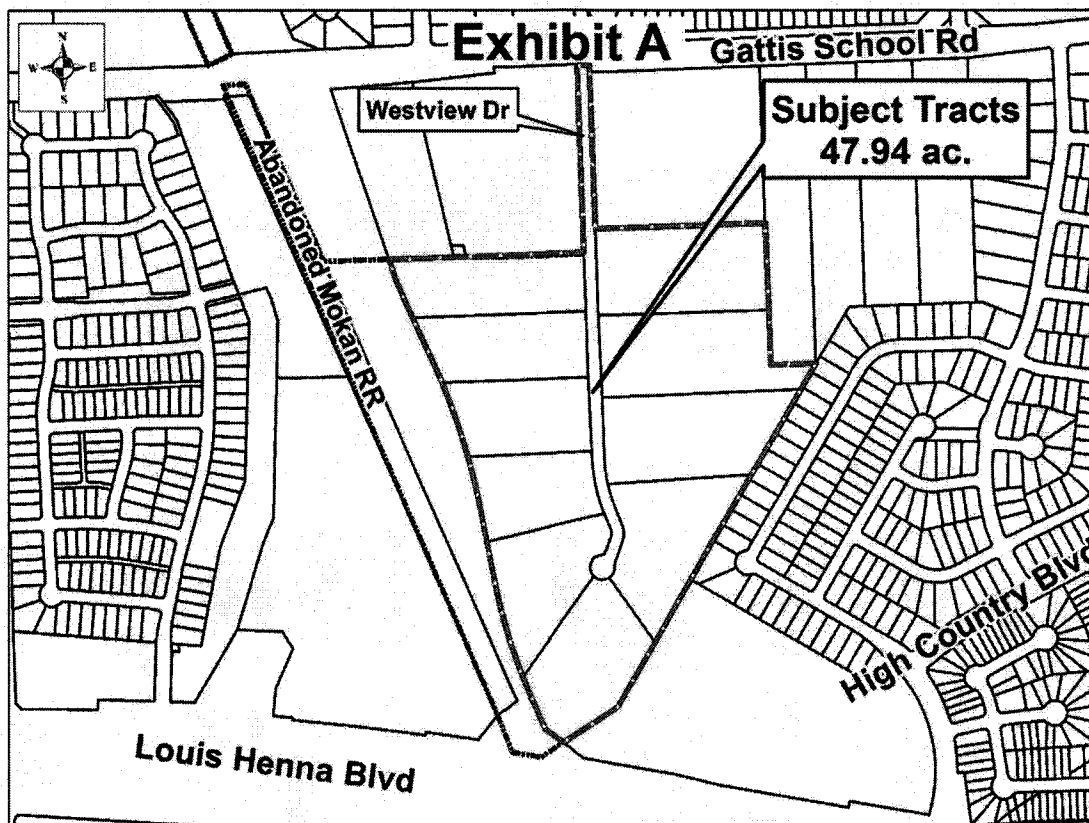


EXHIBIT "B"

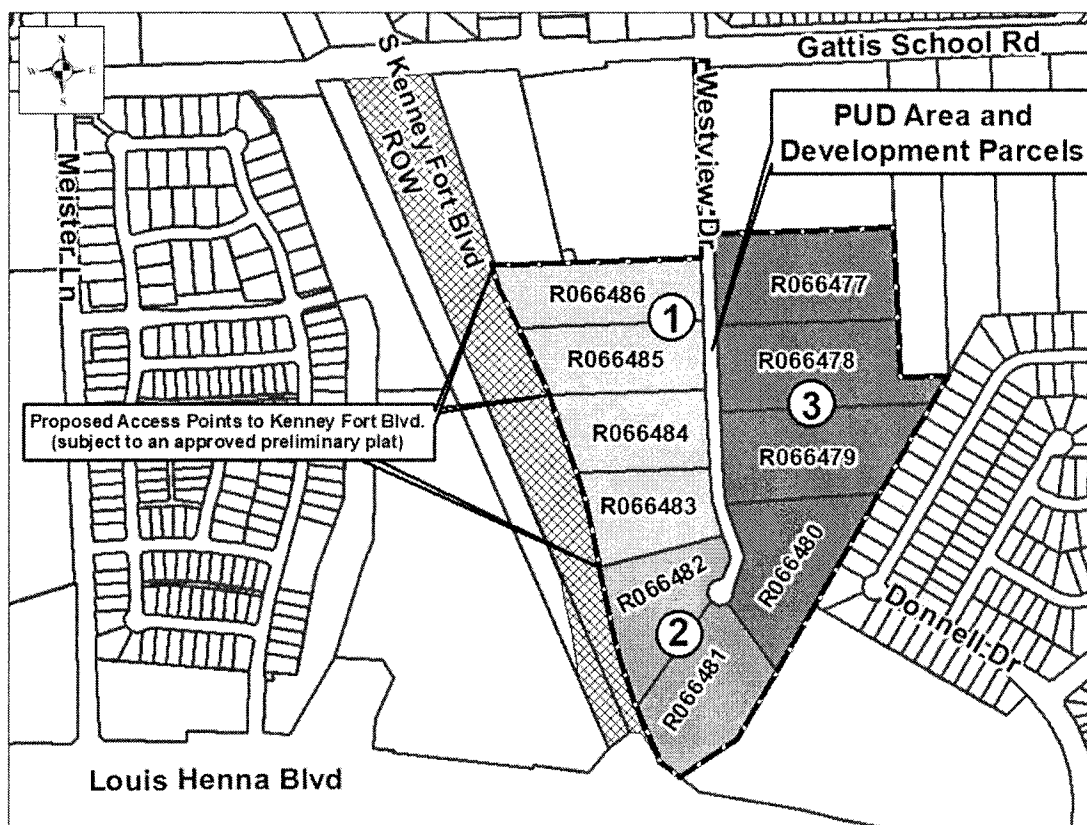


EXHIBIT “C”

PERMITTED USES

1. PARCEL 1

- a) OF-1 (General Office)
- b) OF-2 (Mid-Rise Office)
- c) MF-1 (Multi-Family – low density)
- d) SR (Senior)
- e) **Retail Sales and Services: Personal Service Oriented only, in accordance with C-1a (General Commercial – Limited)** (*Typical uses include: Banks; trade schools; Dance, art, or music studios or classes; Dry-cleaning and laundry drop-off establishments; Athletic or health clubs; Cosmetic services; Laundromats; Mortuaries; Photographic studios; Small animal day care, training, and grooming facilities*)
- f) **Retail Sales and Services: Restaurant/Bar, no drive-through service is allowed, in accordance with C-1a (General Commercial – Limited)**

2. PARCEL 2

- a) C-1a (General Commercial – Limited)
- b) MF-1 (Multi-Family – low density)

3. PARCEL 3

- a) OF-1 (General Office)
- b) MF-1 (Multi-Family – low density)
- c) SR (Senior)
- d) **Single Family – Common Lot**, in accordance with the standards contained in **Exhibit “D”**.
- e) *The following development limitations shall apply to Parcel 3:*
 - i. *A second point of access shall be required for more than 29 detached residential units.*
 - ii. *A second point of access shall be required for any non-residential use with a building height of greater three-stories or 30 feet.*
 - iii. *If all buildings are constructed with fire suppression in accordance with the Code, one point of access shall limit development to a maximum of 200 attached residential uses and a maximum of 124,000 square feet of non-residential use.*

All aspects not specifically covered by this Plan shall be regulated by the zoning district referenced.

EXHIBIT 'D'

COMMON LOT SINGLE FAMILY STANDARDS

1. Land Use

- a. The residential housing type shall be single family detached units on a common lot, with each dwelling unit having a private external entrance, private parking, and a private yard area.
- b. All dwelling units shall be established as condominium units, pursuant to the Texas Uniform Condominium Act, Section 82.001 et. seq., Texas Property Code.

2. Private Drive Aisles

The private drive aisles shall be in accordance with **Exhibit "A"**.

3. Visitor Parking

- a. A minimum of one (1) visitor parking space for every five (5) units shall be provided, as either:
 - i. Parallel along the drive aisles; or
 - ii. 90-degree spaces adjacent to the drive aisles and in accordance with City Transportation DACS (Design and Construction Standards)

4. Garage Door Treatment

- a. An upgraded garage door, defined as a metal door with the addition of window panels, a faux wood garage door with decorative hardware, or a wood clad garage door, shall be required.
- b. Upgraded garage doors shall not be required for swing in, side entry garages.

5. Yard Fencing

- a. No fences permitted between the front of the house and the drive aisle.
- b. All fences shall provide a finished face to abutting drive aisles.
- c. Fences shall not conflict with sight visibility triangles at drive aisle intersections or obstruct views from adjacent driveways.
- d. Fence posts for all new fences shall be constructed of rust-resistant metal parts, concrete based masonry, or concrete pillars of sound structural integrity.
- e. Fence posts and fence panels for non-wood fences shall be capped.
- f. Maximum fence height: eight (8) feet.

6. Perimeter Fencing and Subdivision Wall

- a. Where the platted lot boundaries are adjacent to a public right-of-way, a subdivision wall, in compliance with Section 4-30 of the Code, shall be constructed; and
- b. Where the platted lot boundaries are not adjacent to a public right-of-way, a cedar privacy fence with a picket size of 1" x 6", a top cap, treated rails and

EXHIBIT 'D'

metal posts, with the finished side facing the abutting properties, shall be constructed.

7. Building Setbacks

- a. The building setback for the lot on which multiple residential units are located shall be 10' from any lot boundary.
- b. Individual condominium unit lot building setbacks shall be according to **Exhibit "B"**.

8. Utilities

Typical utility cross sections are illustrated in **Exhibit "C"**.

9. Park Land Requirement

The TH (Townhouse) zoning district shall be used for the purpose of applying Chapter 4, Article V of the Code to determine the parkland requirement.

10. Protected Tree Size

Trees having a diameter of 20 inches or more are protected trees for the purpose of applying Chapter 8, Article III – Tree Protection and Preservation.

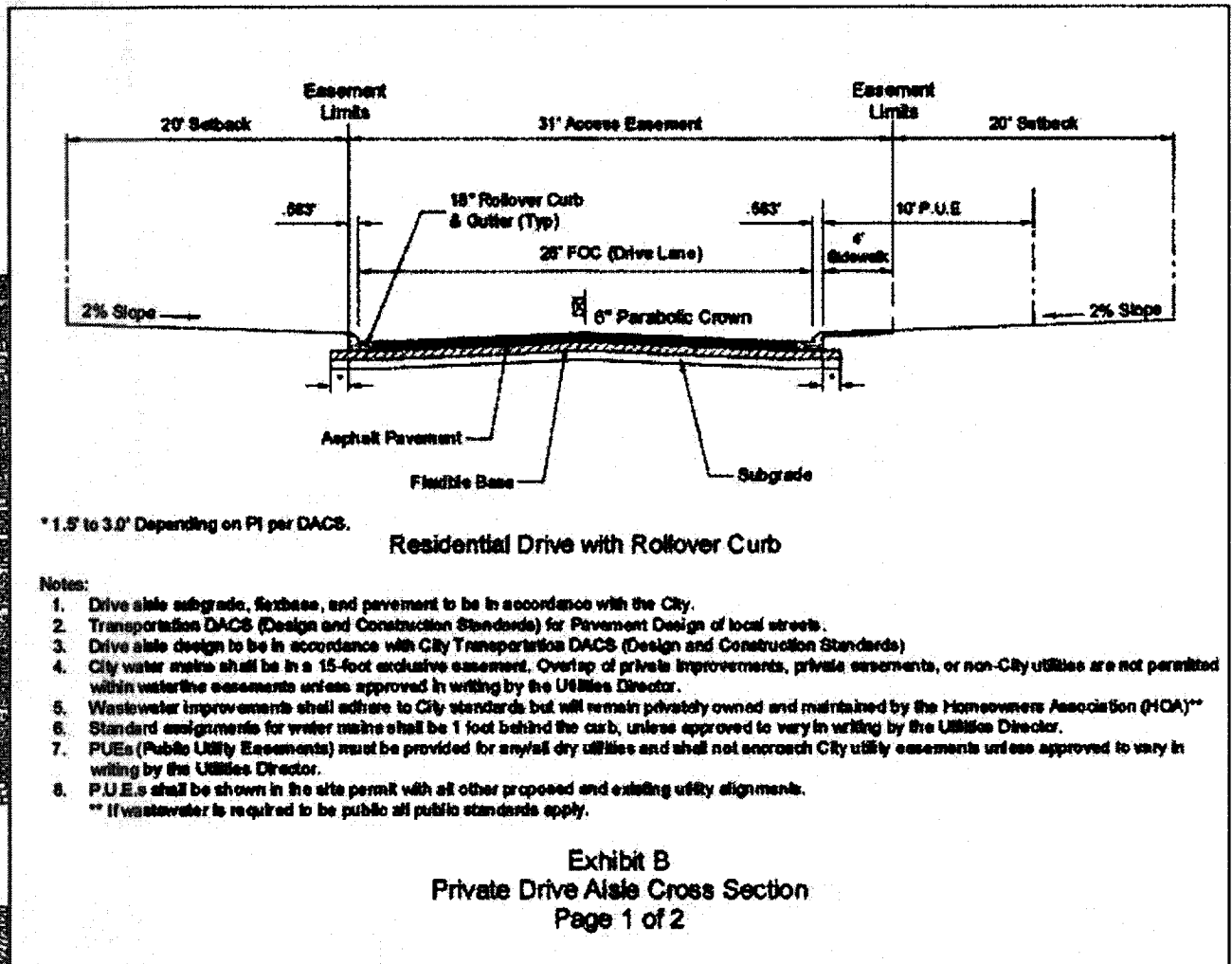
11. Landscaping

- a. The landscape development standards outlined in Section 46-195, Landscaping, shall apply, with the following modifications:
 - i. All development areas, including residential, which include turf shall utilize Drought Tolerant Turf Grasses, as defined by the Code.
 - ii. Plant material shall be of a native and/or adapted species, including those selected from *Native and Adapted Landscape Plants, an Earth-Wish Guide for Central Texas*, created by the Texas Cooperative Extension, Grow Green and the Lady Bird Johnson Wildflower Center.
 - iii. Each single-family dwelling unit shall be provided with a minimum of one (1) large species tree and one (1) small species tree, whether through the preservation of existing trees or planting of three-inch (3") caliper container-grown trees. Newly planted trees are eligible for mitigation credit.

12. Home-Owner's Association

A private home-owner's association will be established for the maintenance of private drive aisles, private utility lines, landscape areas, signage, walls, medians, common open spaces, stormwater detention areas and any other non-public infrastructure.

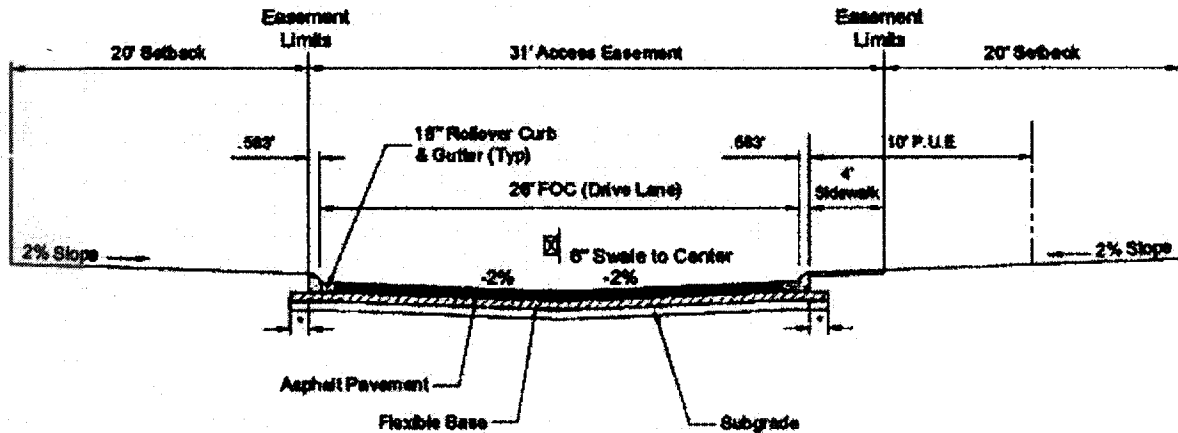
EXHIBIT 'D'



RECORDERS MEMORANDUM

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EXHIBIT 'D'



* 1.5' to 3.0' Depending on PI per DACS.

Residential Drive with Rollover Curb

Notes:

1. Drive aisle subgrade, base, and pavement to be in accordance with the City.
2. Transportation DACS (Design and Construction Standards) for Pavement Design of local streets.
3. Drive aisle design to be in accordance with City Transportation DACS (Design and Construction Standards)
4. City water mains shall be in a 15-foot exclusive easement. Overlap of private improvements, private easements, or non-City utilities are not permitted within waterline easements unless approved in writing by the Utilities Director.
5. Wastewater improvements shall adhere to City standards but will remain privately owned and maintained by the Homeowners Association (HOA)**
6. Standard easements for water mains shall be 1 foot behind the curb, unless approved to vary in writing by the Utilities Director.
7. PUEs (Public Utility Easements) must be provided for any/all dry utilities and shall not encroach City utility easements unless approved to vary in writing by the Utilities Director.
8. P.U.E.s shall be shown in the site permit with all other proposed and existing utility alignments.

** If wastewater is required to be public all public standards apply.

Exhibit B
Private Drive Aisle Cross Section
Page 2 of 2

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation

EXHIBIT 'D'

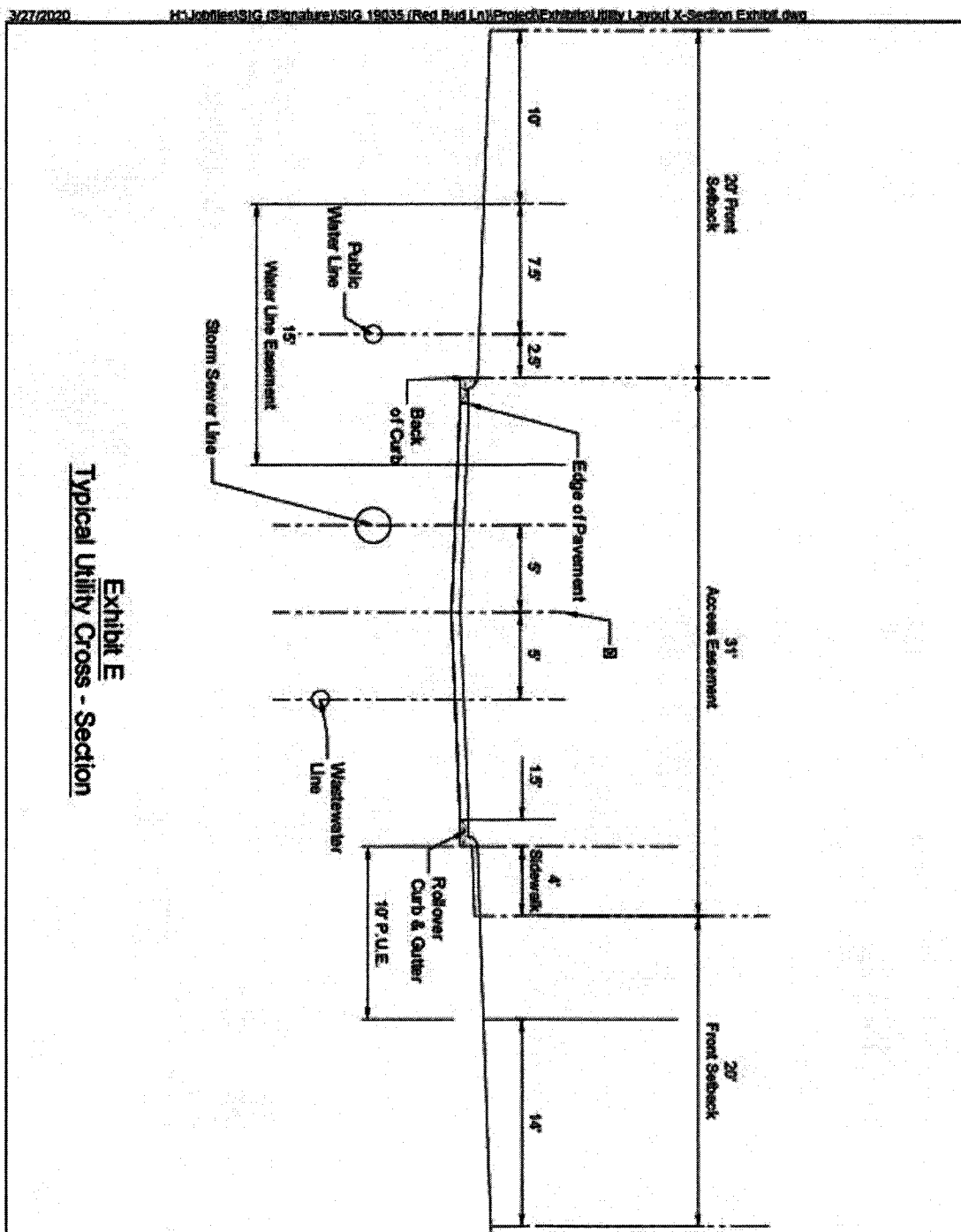


EXHIBIT 'E'**RECIPROCAL ACCESS EASEMENT****STATE OF TEXAS****COUNTY OF WILLIAMSON**

Richard and Joy Nord ("**NORD**"), whose mailing address is 4 WESTVIEW DR ROUND ROCK, TX 78664, Michael and Denise Rucker ("**RUCKER**"), whose mailing address is 6 WESTVIEW DR ROUND ROCK, TX 78664, Brian and Jessica Johnson ("**B. JOHNSON**"), whose mailing address is 8 WESTVIEW DR ROUND ROCK, TX 78664, Steve and Victoria Johnson ("**S. JOHNSON**"), whose mailing address is 10 WESTVIEW DR ROUND ROCK, TX 78664, and Brian and Belinda Robinson ("**ROBINSON**"), whose mailing address is 16 WESTVIEW DR ROUND ROCK, TX 78664, convey reciprocal easements to each other, on the basis of the following facts and understandings.

RECITALS

1. **NORD** owns certain other property ("Property A") located in Round Rock, Texas. Property A is described as:

Being approximately 4.13 acres out of the ASA THOMAS SURVEY, Abstract No.609, in Williamson County, Texas, and being that same tract of land described in a deed to RICHARD G NORD AND WIFE, JOY NORD, recorded in Document Number 198310501DR of the Williamson County Official Public Records.

2. **RUCKER** owns certain other property ("Property B"). Property B is described as:

Being approximately 3.956 acres out of the ASA THOMAS SURVEY, Abstract No. 609, in Williamson County, Texas, and being that same tract of land described in a deed to MICHAEL G RUCKER AND SPOUSE, DENISE B RUCKER, recorded in Document Number 9842360 of the Williamson County Official Public Records.

3. **B. JOHNSON** owns certain other property ("Property C"). Property C is described as:

Being approximately 3.78 acres out of the ASA THOMAS SURVEY, Abstract No.609, in Williamson County, Texas, and being that same tract of land described in a deed to BRIAN JOHNSON AND JESSICA JOHNSON, HUSBAND AND WIFE, recorded in Document Number 2003037132 of the Williamson County Official Public Records.

EXHIBIT 'E'

4. **S. JOHNSON** owns certain other property ("Property D"). Property D is described as:

Being approximately 3.38 acres out of the A THOMAS Survey, Abstract No.609 in Williamson County, Texas, and being that same tract of land described in a deed to STEVE M JOHNSON AND VICTORIA JOHNSON recorded in Document Number 1997007287 of the Williamson County Official Public Records.

5. **ROBINSON** owns certain other property ("Property E"). Property E is described as:

Being approximately 4.5928 acres out of the WILLIAM BARKER SURVEY AND THE C.E. ROWE SURVEY, in Williamson County, Texas, and being that same tract of land described in a deed to BRIAN ROBINSON AND WIFE, BELINDA ROBINSON, recorded in Document Number 1999015555 of the Williamson County Official Public Records.

6. **ROBINSON** also owns certain other property ("Property F"). Property F is described as:

Being approximately 4.08 acres out of the C.E. ROWE SURVEY, ABSTRACT NO.871 AND WILLIAMS BARKER SURVEY, ABSTRACT NO. 197 in Williamson County, Texas, and being that same tract of land described in a deed to BELINDA GAIL ROBINSON AND GARY BRIAN ROBINSON, recorded in Document Number 2008004311 of the Williamson County Official Public Records.

7. **NORD, RUCKER, B. JOHNSON, S. JOHNSON, and ROBINSON** are hereinafter collectively referred to as the "**Parties**".
8. Property A, Property B, Property C, Property D, Property E, and Property F are hereinafter collectively referred to as the "**Properties**".
9. The Properties are all located adjacent to the right-of-way for and will have access to Kenney Fort Boulevard.
10. The City of Round Rock has plans to construct Kenney Fort Boulevard, which may impact the Properties' access to Kenney Fort Boulevard.
11. The Parties wish to grant twenty-six (26) foot wide reciprocal access easements parallel and adjacent to the Kenney Fort Boulevard right-of-way, over, under, and across those portions of the Properties directly to the east of the Kenney Fort Boulevard right-of-way (the "Easement Area").

EXHIBIT 'E'

12. The Parties desire to have the mutual and reciprocal right to use the entire surface of the Road for purposes of ingress and egress.

THE PARTIES THEREFORE AGREE, in consideration of the mutual and reciprocal grants and agreements made here, as follows:

CONVEYANCE

Grant of Reciprocal Access Easements

1. The Parties hereby grant to each other a permanent, non-exclusive easement for vehicular and pedestrian access within the Easement Area located from time to time on their respective property (the "Reciprocal Easements"). Except to abate an emergency, no trees, permanent buildings, structures, fences or other barriers shall be placed in the Easement Area or shall be allowed to prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, and from the Easement Area, and no change of grade elevation or excavation shall be made upon the Easement Area, without the prior approval of each Property Owner, which approval shall not be unreasonably withheld or delayed.

Purpose of Easement

2. This access easement, with its rights and privileges, shall be used only for the purpose of providing pedestrian and vehicular ingress and egress over and across said properties.

Duration of Easement

3. This easement shall be perpetual.

Warranty of Title

4. Each Party's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to the other Party's heirs, personal representatives, successors, and assigns against every person lawfully claiming or to claim all or any part of the interest in the Property.

Non-exclusivity of Easement

5. The easement, rights, and privileges granted by this conveyance are nonexclusive, and each Party reserves and retains the right to convey similar rights and easements to such other persons as each Party may deem proper.

EXHIBIT 'E'**Indemnity**

6. Each Party shall hold harmless, defend, and indemnify the other Party against any suits, liabilities, claims, demands or damages, including but not limited to personal injuries and attorneys' fees, arising from any Party's exercise of easement rights granted by this instrument.

Maintenance

7. Each Property Owner shall pay the expense of maintaining and repairing the Easement Area on their respective property, including the payment of all real estate taxes and assessments.

Rights Reserved

8. Each Party retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement for any and all purposes that do not interfere with and prevent other Party's use of the easement. This includes, without limitation, the right to build and use the surface of the easement area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to dedicate all or any part of the easement area to any city for use as a public street, road, or alley.

Covenants Running with Land

9. The rights contained within this Reciprocal Access Easement shall run with the land and inure to and be for the benefit of each Property Owner, their successors and assigns, and the tenants, agents, employees, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons. The rights conferred hereby shall be enforceable by injunction in the appropriate court in the event of their breach.

Entire Agreement

10. This Reciprocal Access Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the Parties.

Executed this the _____ day of _____, 2021.

(signature pages follow)

EXHIBIT 'E'

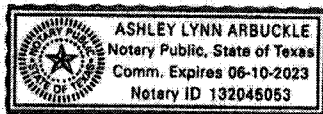
Property A:

By: Richard M. NordDate: 2-22-2021**ACKNOWLEDGMENT**

STATE OF TEXAS

§
§
§COUNTY OF Williamson

This instrument was acknowledged before me on this the 22nd day of February, 2021 by Richard Nord, in the capacity and for the purposes and consideration recited therein.



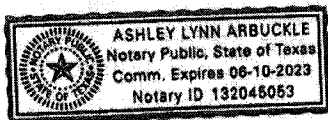
Ashley Lynn Arbuckle
Notary Public, State of Texas

By: Alonda Jay NordDate: Feb. 22, 2021**ACKNOWLEDGMENT**

STATE OF TEXAS

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§
§COUNTY OF Williamson

This instrument was acknowledged before me on this the 22nd day of February, 2021 by Alonda Jay Nord, in the capacity and for the purposes and consideration recited therein.



Ashley Lynn Arbuckle
Notary Public, State of Texas

EXHIBIT 'E'

This instrument was acknowledged before me on this the 9th day of FEBRUARY, 2021 by Denise & Michael Rucker in the capacity and for the purposes and consideration recited therein.

(SEE BELOW)

Notary Public, State of Texas

Property B:

By: Michael G Rucker
Denise Rucker
 Date: 2/9/2021

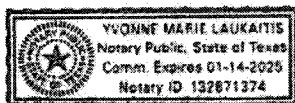
ACKNOWLEDGMENT

STATE OF TEXAS §
 COUNTY OF Williamson §
 §

This instrument was acknowledged before me on this the 9th day of February, 2021 by Denise & Michael Rucker in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

By: Yvonne Laukaitis
 Date: 2/9/2021



ACKNOWLEDGMENT


STATE OF TEXAS §
 §

EXHIBIT 'E'**ACKNOWLEDGEMENT****STATE OF TEXAS****COUNTY OF** Travis

Before me, K.Williams, a Notary Public,
on this day personally appeared Jessica Young Johnson & Brian Johnson,
known to me (or proved to me on the oath of _____),
or through TXDL and TXDL

(description of identity card or other document), to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of February,
2021.


Notary Public, State of Texas

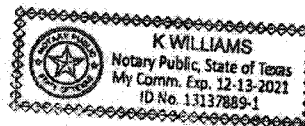


EXHIBIT 'E'

Property D:

By: Steve M. Johnson
Victoria Johnson

Date: 2-10-2021

ACKNOWLEDGMENT

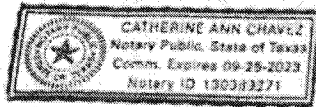
STATE OF TEXAS

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COUNTY OF Aransas

§

This instrument was acknowledged before me on this the 10 day of Feb, 2021 by Victoria & Steve Johnson, in the capacity and for the purposes and consideration recited therein.



Catherine Chavez
Notary Public, State of Texas

Victoria Johnson
By: Steve M. Johnson

Date: 2-10-21

ACKNOWLEDGMENT

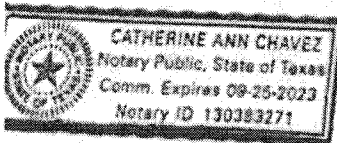
STATE OF TEXAS

§

COUNTY OF Aransas

§

This instrument was acknowledged before me on this the 10 day of Feb, 2021 by Victoria & Steve Johnson, in the capacity and for the purposes and consideration recited therein.



Catherine Chavez
Notary Public, State of Texas

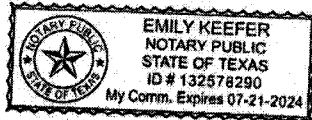
8

EXHIBIT 'E'**Property E:**By: Bm MhDate: 2/9/21**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson§
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§

This instrument was acknowledged before me on this the 9th day of February, 2021 by Gary Brian Robinson, in the capacity and for the purposes and consideration recited therein.



Emily Keefer
Notary Public, State of Texas

By: Emily KeeferDate: 2/9/2021**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF _____

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§
§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

EXHIBIT 'E'

Property F:

By: B. H. H.

Date: 2/9/21

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

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This instrument was acknowledged before me on this the 9th day of February, 2021 by Gary Brian Robinson, in the capacity and for the purposes and consideration recited therein.

Emily Kiefer
Notary Public, State of Texas

By: Emily Kiefer

Date: 2/9/2021

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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§
§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

EXHIBIT 'E'

Property F:

By: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

By: Deleida Alvarado

Date: 2/10/21

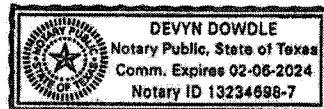
ACKNOWLEDGMENT

STATE OF TEXAS

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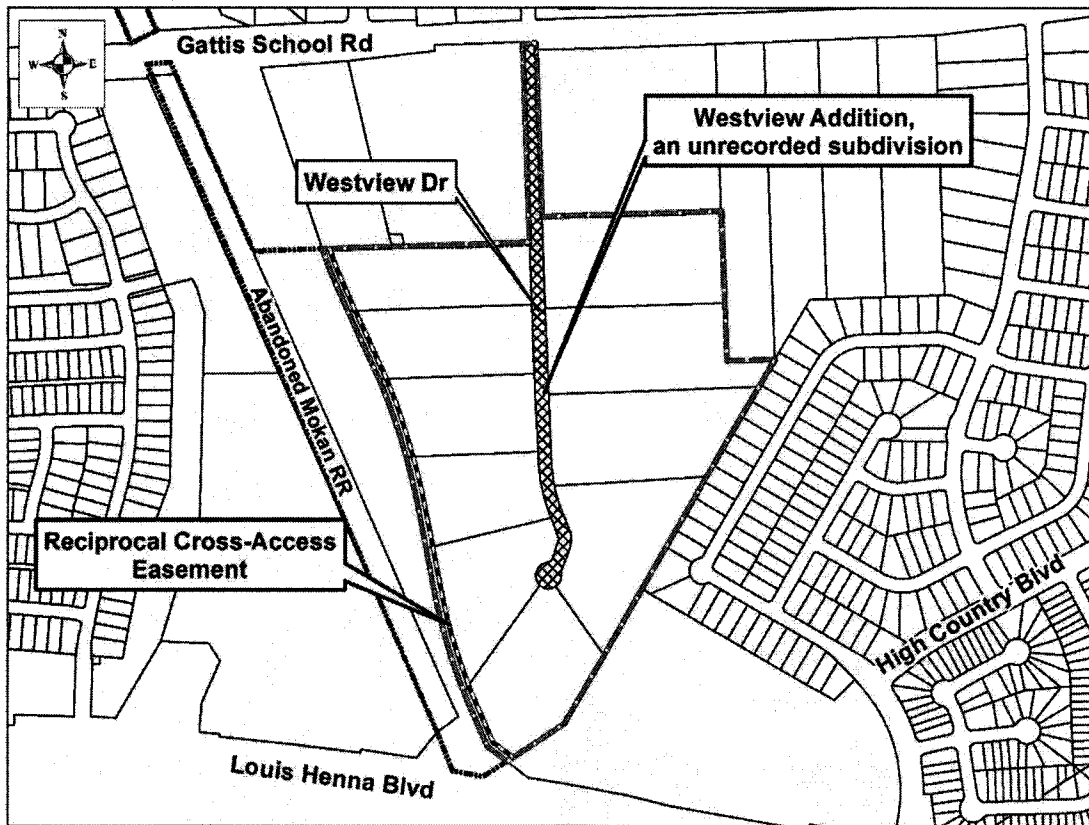
COUNTY OF Travis

This instrument was acknowledged before me on this the 10th day of Feb, 2021 by _____, in the capacity and for the purposes and consideration recited therein.



Devyn Dowdle
Notary Public, State of Texas

EXHIBIT 'E'



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021036191

Pages: 32 Fee: \$153.00
03/15/2021 12:17 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas