

EXHIBIT
"A"

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON § **KNOW ALL BY THESE PRESENTS:**
§

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between THE CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipal corporation (the "City") and VPDF SAULS RANCH LLC, a Delaware limited liability company (the "Developer") (collectively, the "Parties").

WHEREAS, the Developer owns approximately 98.31 acres of land located at 2301 Hairy Man Road, Round Rock, Williamson County, Texas, more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, the Developer is proposing a single-family residential development on said Property (the "Saul's East Development") as generally shown on the Land Use Plan attached hereto as Exhibit "B" ("Land Use Plan"); and

WHEREAS, the Developer's Property is currently located within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the Developer is requesting annexation of the Property in accordance with Subchapter C-3, Chapter 43, Texas Local Government Code, and subject to and pursuant to the terms set forth herein; and

WHEREAS, the City holds a Certificates of Convenience and Necessity ("CCN") for water service and for sewer service issued by the Texas Commission on Environmental Quality, or a predecessor agency, recognizing the City's right to provide retail water and sewer service to the Property, and the City is the exclusive retail provider of water and wastewater service to the Property; and

WHEREAS, the Parties desire to enter into this Agreement to establish certain commitments to be imposed and made in connection with the development of the Property and for water and wastewater service; to provide increased certainty to the City and the Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City; and to identify planned land uses and development of the Property before and after annexation as provided in this Agreement, as allowed by applicable law including, but not limited to Section 212.172 of the Texas Local Government Code ("Section 212.172").

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

A. ANNEXATION

1. The Developer requests the City approve annexation of the Property in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, subject to the following terms and conditions:

(a) Upon execution of this Agreement, the Developer shall initiate, or proceed, with development of the Saul's East Development. Subject to and immediately following substantial completion and inspection of the subdivision public improvements for the Saul's East Development and acceptance thereof by the City, but prior to any home being conveyed to an end-user, the Developer shall submit a written request for, and seek approval of, annexation ("Annexation Petition").

(b) The Annexation Petition shall be considered by the City, and, in connection with such annexation, the Parties shall execute a negotiated Municipal Services Agreement ("Services Agreement"). The zoning of the Property as provided in Section B shall be incorporated into the Municipal Services Agreement pursuant to Section 43.0672 of the Texas Local Government Code.

(c) The Developer's request for annexation is expressly conditioned upon the City Council's approval and the City's full execution of this Agreement. If Owner fails to present to the City an Annexation Petition signed by the landowner of the Property as provided in this Section or fails to actively support the annexation, the City may terminate this Agreement.

B. ZONING

1. The Developer shall submit an application to request zoning of the Property as Single-Family-Mixed Lot ("SF-3 Zoning District"), consistent with this Agreement and the Land Use Plan at the same time that Developer submits the Annexation Petition. It is the intent of the City to zone the Property as SF-3 Zoning District. The City agrees to consider such zoning concurrently with the request for annexation of the Property and as incorporated into the Services Agreement, subject to the process, notices, hearings and procedures applicable to all other properties within the City, provided that the City Council will not take final action on the zoning application until the Property is annexed into the city limits.

2. The City agrees that the land uses, development, and development intensity shown on and allowed in the Land Use Plan and within this Agreement shall be allowed for the Property post-annexation. In the event the City Council does not approve zoning for the Property with a designation which allows the Property to be lawfully developed in the manner the Developer intends to develop the Saul's East Development, the Developer shall have the right to enforce any obligations of the City with remedies available under applicable law and shall be granted approval by the City for disannexation of the Property for failure to provide all required services set forth within the Services Agreement.

C. APPLICABLE REGULATIONS

1. Except as modified by this Agreement, the Saul’s East Development shall be developed in compliance with the applicable provisions of the City’s Code of Ordinances (Part II and Part III) (the “City’s Code”) in effect at the time of the preliminary plan application submittal (“Applicable Regulations”) as set forth below. To the extent the City’s Code or other zoning conflicts with this Agreement, this Agreement shall control.

2. The City acknowledges the importance to the Developer of having certainty and predictability of development regulations while planning and implementing the Saul’s East Development. As a result, Developer has the vested authority to develop its Property in accordance with this Agreement. The Saul’s East Development project shall be deemed vested as of March 22, 2022, the date that Developer submitted the preliminary plan application, and such vesting shall continue throughout the term of this Agreement for the purpose of determining the Applicable Regulations, as modified by this Agreement. The preliminary plat application shall constitute the first application in a series of applications and as a “permit” for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement. To the extent any of the Applicable Regulations are in conflict with any current or future of the City’s Code or requirements, the Applicable Regulations shall prevail. In addition to, and without waiving the generality of the foregoing, the City acknowledges and agrees that this Agreement constitutes a “permit” for the purposes of Chapter 245 of the Texas Local Government Code.

D. LAND USE PLAN

The conceptual land use plan attached as Exhibit “B” and incorporated herein by reference for all purposes, as such plan may be deemed to be updated or modified by approval of a preliminary plat or as it may be administratively adjusted as provided in this Agreement (the “Land Use Plan”), depicts the proposed general land uses and development of the Property. The City hereby confirms its approval of the Land Use Plan, and specifically approves the land uses and development of the Property as shown on the Land Use Plan and in accordance with this Agreement, which land uses and development are hereby expressly allowed both before and after annexation. Notwithstanding anything in the City’s Code to the contrary, the Developer shall be entitled to develop the Property in accordance with the Applicable Regulations, the Land Use Plan, and this Agreement. Approval of a preliminary plat that complies with the Applicable Regulations and this Agreement shall be deemed to also be an update and modification of the Land Use Plan. Preliminary plats and final plats that comply in all material aspects with the Land Use Plan, Applicable Regulations, and state law shall be considered by the City in accordance with the City’s standard procedures. To the extent any provision of the City’s Code would prohibit or materially alter the land uses and development shown on the Land Use Plan, such provision is hereby amended and modified so that the use and development of the Property after annexation as shown on the Land Use Plan may be permitted.

E. LAND USE REQUIREMENTS

1. **Permitted Uses.** The permitted, conditional, and prohibited uses and site development regulations set forth for the SF-3 Zoning District, as modified by the Land Use Plan and/ or this Agreement, shall apply to the Property and shall be enforced by the City. To the extent that this Agreement and/ or the Land Use Plan conflicts with the City's Code, the Land Use Plan and/ or this Agreement shall control.

2. **Lot Composition.** The Saul's East Development shall only consist of Standard Lots, as such lot sizes are defined in Section 2-26 of the City's Code, and as depicted by the Land Use Plan. Notwithstanding the foregoing, the Developer reserves the right to administratively adjust the lot composition to create a mixture of Standard Lots and Small Lots, with the composition consisting of no more than forty percent (40%) Small Lots. Any such adjustment to the lot sizes may be made administratively by the Developer by revising a pending or approved preliminary plan, and no revision to the Land Use Plan or approval by the City Council shall be required. The lot size within the Saul's East Development shall not be impacted or regulated based on the size of any lot abutting or adjacent to a particular lot.

3. **Encroachments.** Encroachment into all lot setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows. This provision shall not be construed as to supersede the International Building Code requirements.

4. **Fencing.** Standard non-view fencing may be used for all residential lots, including those lots abutting public or private parkland or open space, except for any residential lots or portion of the Property located adjacent to the Trail Easement (as defined below). For lots adjacent to the Trail Easement, view fencing shall be provided. Any fencing in the ultimate 1% annual chance floodplain shall be approved by the City's Floodplain Administrator.

F. TEMPORARY USES, STRUCTURES, AND PERMITS.

1. **Concurrent Review.** Pre-annexation, the City acknowledges and agrees that building permits shall not be required. Post-annexation, the City shall not limit the number of building permits under concurrent review or issued at any point in time for the Saul's East Development. The foregoing sentence shall apply to all homes associated with a final plat under construction or to be constructed post-annexation of the Property, provided that all permit applications are in compliance with this Agreement and the Applicable Regulations.

2. **Temporary Structures.** Use of temporary buildings, construction trailers, portable trailers, or temporary outdoor storage during construction, remodeling or reconstruction is permitted on the Property prior to substantial completion and does not require approval of the Zoning Administrator or issuance of a temporary use permit.

3. **Temporary Sales Office.** The temporary sales office may be in a model home, temporary building, or portable trailer, and shall be indicated on the site plan for review and approval by the Zoning Administrator in accordance with minimum health, safety and welfare codes. The temporary sales office shall be removed when one hundred percent (100%) of the residential units in the Saul's East Development have been sold to individual owners (or end-users), or earlier at the sole discretion of the Developer.

G. OPEN SPACE AND PARKLAND

The Developer shall dedicate a public access and recreation easement along Brushy Creek for the Brushy Creek Trail Extension as depicted on the Land Use Plan ("Trail Easement"). The City agrees to accept all parkland and open space identified on the Land Use Plan by dedication or public easement, and such parkland or open space identified on the Land Use Plan shall fully satisfy parkland dedication and improvement requirements in Section 4-65 of the City's Code.

H. SUBDIVISION INFRASTRUCTURE

1. **Blocks Length.** The length of blocks adjacent to parkland or open space may exceed one thousand (1,000) feet at the Developer's discretion.

2. **Floodplain.** No structures or storage shall be placed within the limits of the ultimate 1% annual chance floodplain. View fences on a residential lot may be constructed on the lot boundary lines located within the 1% annual chance floodplain, subject to review and approval by the City's Floodplain Administrator. Fences may be required to be constructed in such a manner as to avoid the damning or altering drainage flows.

I. INSPECTION AND ACCEPTANCE

1. **Pre-Annexation Construction.**

(a) Any home construction in the Saul's East Development commenced pre-annexation shall be constructed in compliance with the Applicable Regulations, as amended and modified in this Agreement, but shall not be subject to the City's inspection or building permit review process for issuance of a certificate of occupancy. The City agrees there shall be no limit on the number of homes under construction at one time.

(b) Construction commenced on the Property pre-annexation shall be deemed in compliance with the City's Code and suitable for occupancy following an inspection by a licensed, independent, third-party inspector ("Independent Inspector"), certifying that such home construction satisfies the Applicable Regulations, as amended and modified in this Agreement, as otherwise required and necessary for the issuance of a building permit or certificate of occupancy. For homes passing inspection by an Independent Inspector, the City agrees to issue certificates of occupancy after annexation to verify that the homes have been constructed in accordance with the Applicable Regulations and masonry requirements are satisfied.

(c) The Independent Inspector shall issue a report to the Developer, which shall be provided to the City within seven (7) days of receipt by the Developer, regarding compliance with the City's Code at each of the following stages of the construction process:

(1) Pre-Pour Inspection: Inspection of the foundations prior to pouring to verify the foundations have been constructed in full compliance with the foundation plans and Applicable Regulations. Foundation plans shall be drawn by a licensed and registered Texas engineer.

(2) Framing Inspection: Inspection of structural framing to verify the homes have been framed in compliance with engineered framing and wind bracing designs.

(3) MEP Inspection: Inspection of the plumbing, HVAC, and electrical systems prior to insulation of the homes to confirm compliance with the Applicable Regulations.

(4) Energy Inspection: Blower door test for air-infiltration along with duct blast testing for energy compliance.

(5) Final Inspection: Final inspection of all systems.

2. **Post-Annexation Construction.** For any construction of homes commenced post-annexation in the Saul's East Development, the Developer shall be required to comply with the City's inspection and building permit review process, undergo required City inspections, and obtain the required building permits and certificates of occupancy pursuant to the Applicable Regulations . There will be no limit to the number of homes under construction and no limit to the number of building permits under concurrent review.

3. **Streetlights and Landscaping.** Streetlights and landscaping shall not be considered "public improvements" for the purposes of substantial completion determination and acceptance of subdivision improvements, and, therefore, streetlights and landscaping are not required to be installed and fully functioning prior to acceptance or prior to issuance of building permits post-annexation. The street lighting facilities shall be complete and operational prior to homes being occupied. A street lighting plan is not required for submittal of the subdivision improvement construction plans. A landscape plan is not required for submittal of the subdivision improvement construction plans except for the area of the Saul's East Development abutting Creek Bend Boulevard.

4. **Construction of Homes.** Construction of homes may begin prior to substantial completion and prior to an issuance of a certificate of acceptance from the PDS Director subject to the terms specified herein, however, no home shall be occupied prior to final acceptance of the public improvements.

5. **Subdivision Walls.** The Developer shall complete subdivision walls on residential lots adjacent to Creek Bend Boulevard prior to the City's issuance of a certificate of occupancy for those lots. No other subdivision walls are required to be complete prior to the City's issuance of a certificate of occupancy for adjacent lots.

6. **Connectivity.** The connectivity depicted in the Land Use Plan shall constitute adherence with Applicable Regulations based on limitations from natural feature and lack of stub streets or other opportunities to connect with adjacent subdivisions.

J. REVIEW AND APPROVALS

The Developer agrees to waive the thirty (30) day mandated timeline set forth in Section 212.009 of the Texas Local Government Code. The City shall cooperate with the Developer to expeditiously process and review all zoning and development applications related to the Saul's East Development. Review comments and determinations from the City for any development application shall be due within ten (10) business days of application submission and each subsequent round due within five (5) business days of submitted responses. The City shall appoint a designated staff liaison for any development-related matters.

K. PRAIRIE BUILDING

1. **Prairie Building Construction.** Development of the Property shall utilize "Prairie Building Construction" which allows the construction of residences to begin after recordation of the final subdivision plat and concurrently with construction of the subdivision improvements, contingent upon (i) home construction traffic is limited to temporary access roads, where possible, to avoid vehicular traffic on future public right-of-way, (ii) any vehicular traffic on right-of-way will be at the Developer's risk, (iii) streets damaged by vehicular traffic will be repaired or replaced at the Developer's expense as directed by the City inspectors, and (iv) construction is in accordance with a Prairie Build Plan approved by the City, which approval shall not be unreasonably, withheld conditioned or delayed and shall be approved if such plan complies with the requirements of this Agreement. In no event shall any home be occupied before the infrastructure is properly constructed and fully functional, and the home is connected to code compliant water and wastewater facilities. At all times during home construction, both post and pre-annexation, either the Construction Roads defined herein, or the permanent public street(s), shall be maintained and allow for adequate emergency services vehicular access to all lots under construction. Maintenance shall mean the capability of the Construction Roads to support the 80,000-pound Fire Apparatus Truck, and the absence of potholes or other obstructions that inhibit emergency services vehicular access, including but not limited to, construction debris or materials, parked vehicles, and/or substandard road grades.

2. **Construction Roads and Access.** The City, including without limitation the City's Fire Department, acknowledges and agrees that the subdivision improvements to serve the lots are not required to be substantially complete before the Developer commences construction on the initial homes (including model homes). As set forth above, any new home construction commenced pre-annexation shall not require a building permit

and shall be inspected by an Independent Inspector. Notwithstanding the foregoing, the Developer agrees that, pre-annexation, it will only commence construction of single-family dwelling units following placement of one or more twenty foot (20') wide temporary construction roads ("Construction Roads"). The Construction Roads shall be four inches (4") of either crushed limestone base or railroad ballast. A letter by a registered professional engineer stating that the road surface can support an 80,000-pound vehicle shall be provided to the City. The Developer further agrees that, pre-annexation, vertical construction for such homes will only be commenced following completion of operational waterlines capable of providing the required fire flow. Adequate emergency access to the homes being constructed shall be always maintained. Post-annexation, homes already under construction at the time of annexation may proceed without the requirement of a building permit and shall be inspected by the Independent Inspector. The construction of new homes commenced post-annexation shall require normal building plan review, building permit issuance, and building inspection.

L. ENVIRONMENTAL

1. Landscaping. Small trees shall have no minimum setback distance from buildings or similar structures.

2. Tree Protection and Preservation. The Saul's East Development shall comply with the City's Tree Preservation and Mitigation requirements. Notwithstanding Section 1 above, the requirements for regulated trees shall apply only for tree species that are on the list of eligible monarch tree species in Section 8-18 of the City's Code. A dead tree that was previously designated a monarch tree by City Council or was considered a protected tree at the time it was alive may be removed by a letter of determination from a third-party arborist being field verified by the City Forester or his representative and concurred with by the PDS Director.

3. Jurisdictional Water Ways. The City shall assist, upon request, with the processing, approval, and authorization of any additional local permits related to the allowance of crossings under Nationwide Permit 14 ("NP 14"). The City further agrees to avoid any actions which may cause a delay in the review and issuance of a permit related to NP 14.

M. SERVICE COMMITMENT

Subject to the payment of all applicable fees and charges, City agrees to provide retail water and wastewater service to the Property, and to customers within the Property, in a quantity sufficient to serve all development within the Property as it progresses up to full build out, in accordance with the Land Use Plan attached to this Agreement. City shall provide service to customers within the Property in the same manner as it currently serves other in-City customers of the same customer class and in accordance with its standard rules, policies, Applicable Regulations, and regulations of the State of Texas. The City further agrees to release and issue water meters upon request by the Developer immediately following payment of all associated fees pertaining to the water meter. Notwithstanding the foregoing, the City's obligation to serve the Property is expressly contingent on

Developer's compliance with its obligations under this Agreement and construction of the infrastructure necessary to adequately serve the Property. Except as otherwise agreed, Developer shall not be required to oversize facilities or otherwise fund or construct facilities with capacity greater than required for service to the Property. Notwithstanding anything in this Agreement to the contrary, in the event of any disannexation of the Property, the City obligations to provide water and wastewater service to the Property as provided in this Section M, shall continue to apply and shall continue to remain in full force and effect, and the City shall provide continuous and adequate retail water and wastewater services to and within the Property in accordance with this Agreement regardless of whether the Property is removed from any CCN held by the City.

N. CODE MODIFICATIONS

In addition to the modifications set forth in the foregoing provisions of this Agreement, the modifications to the City's Code in the attached Exhibit "C", "Code Variance Table," shall apply to the Saul's East Development in lieu of otherwise applicable City regulations and City's Code requirements as allowed by Section 212.172(b)(3) and (8) and Section 43.0751(f)(8) of the Texas Local Government Code. Said attached Code Variance Table shall be incorporated herein by reference for all purposes.

O. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and the Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all Parties. This Agreement runs with the land and shall bind the Properties for a term of ten (10) years, unless amended by the Parties.

5. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the Parties at the following addresses:

City of Round Rock
City Manager
221 East Main Street
Round Rock, Texas 78664

Developer
VPDR Sauls Ranch LLC
901 Marquette Avenue South, Suite 3300
Minneapolis, Minnesota 55402

With copy to:
Milestone Community Builders, LLC
2100 Northland Drive
Austin, Texas 78756

6. Default and Remedies. A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement, subject to the notice and cure provisions. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a default of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No default of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, and the Party shall be given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). If the City defaults under this Agreement and fails to cure the default within the applicable period, Developer may, at its sole election, (i) terminate this Agreement and be relieved from any and all obligations under this Agreement, in which event the City shall be obligated to disannex the Property, (ii) if the City fails to initiate the zoning process as contemplated in the Agreement pursuant to its zoning discretion, Developer may seek disannexation for failure of the City to provide municipal services pursuant to the negotiated Services Agreement, (iii) enforce the Agreement by seeking specific performance and/ or a writ of mandamus from a Williamson County District Court, as available under applicable law, and/ or (iv) seek any and all other remedies available at law or in equity including, without limitation, those remedies set forth in Section 212.172 of the Texas Local Government Code. Notwithstanding anything in this Agreement to the contrary, in the event of any disannexation of the Property, the City not be relieved of its obligations to provide water and wastewater service as provided in Section M, the City obligations to provide such service to the Property shall continue to apply and shall continue to remain in full force and effect, and the City shall fully and continually provide such service to the Property based on the Property being located within the CCN.. Developer's foregoing remedies for a default by the City are cumulative. If the Developer defaults and fails to commence the cure of an alleged default, City may seek injunctive relief from a court of proper jurisdiction and/or terminate this Agreement. If either Party defaults, the prevailing Party in the dispute will be entitled to recover from the non-

prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post judgment proceedings to collect or enforce a judgment.

7. **Force Majeure.** Owner and the City agree that the obligations of each Party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. **Time of the Essence.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

9. **Continuity.** This Agreement shall run with the Properties and be binding on all successors and grantees of Owner.

10. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

11. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (e.g., .PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(signatures on following pages)

SIGNED as of this _____ day of _____, 2022 (“Effective Date”).

CITY OF ROUND ROCK, TEXAS

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

MEAGAN SPINKS, City Clerk

ACKNOWLEDGEMENT

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON}

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Craig Morgan, as Mayor and on behalf of the City of Round Rock, Texas.

Notary Public, State of Texas

VPDF Sauls Ranch LLC, a Delaware limited liability company

By: 
Its: Anders Gode, Authorized Signatory

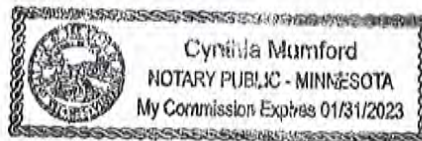
ACKNOWLEDGEMENT

THE STATE OF MINNESOTA }

 ANOKA
COUNTY OF HENNEPIN }

This instrument was acknowledged before me on the 22nd day of September, 2022, by Anders Gode (Name), Authorized Signatory (Title) on behalf of VPDF Sauls Ranch LLC, a Delaware limited liability company.


Notary Public, State of Minnesota



After recording, return this document to:

Attn: Stephanie Sandre
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

EXHIBIT A
DESCRIPTION OF PROPERTY

**A METES AND BOUNDS
DESCRIPTION OF A
98.310 ACRE TRACT OF LAND**

BEING a 98.310 acre (4,282,368 square feet) tract of land situated in the David Curry Survey, Abstract No.130, and the Elisha McDaniel Survey, Abstract 441, City of Round Rock E.T.J., Williamson County, Texas; and being a portion of that certain Third Tract called 34 acres out of the D Curry Survey, and 163 acres out of the E McDaniel's Survey, as described in instrument to Clarence Lorenza Sauls and recorded in Volume 608, Page 936 (originally described in Vol.382, Pg.179) of the Deed Records of Williamson County;

BEGINNING at a 5/8-inch iron rod with an aluminum cap stamped "CORR-ROW" found marking the southwest corner of that certain 5.331 acre tract described in instrument to The City of Round Rock for street right-of-way extension and expansion of Creek Bend Blvd. (variable width public right-of-way); and marking the western-most northwest corner of the herein described tract;

THENCE, along the southeasterly line of said Creek Bend Blvd. the following seven (7) courses and distances:

1. in a northeasterly direction along a non-tangent curve to the left, having a radius of 1075.00 feet, a chord North 59°10'28" East, 199.06 feet, a central angle of 10°37'29", and an arc length of 199.35 feet to a 5/8-inch iron rod found for corner;
2. North 45°39'45" East, 107.42 feet to a 1/2-inch iron rod found for corner;
3. in a northeasterly direction along a non-tangent curve to the left, having a radius of 1065.00 feet, a chord North 46°59'22" East, 42.49 feet, a central angle of 02°17'10", and an arc length of 42.49 feet to a 1/2-inch iron rod found for corner;
4. North 45°50'47" East, 1010.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "CORR-ROW" found for corner;
5. South 44°09'13" East, 5.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "CORR-ROW" found for corner;
6. North 45°50'47" East, 431.04 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set for a point of curvature;
7. in a northeasterly direction along a tangent curve to the left, having a radius of 1070.00 feet, a chord of North 43°35'12" East, 84.38 feet, a central angle of 04°31'10", and an arc length of 84.40 feet to point for corner at the approximately centerline of Brushy Creek, and on the southerly boundary of that certain 5.985 acre tract described in instrument to Jorge L. Gonzales, recorded in Document No. 2006030815 of the Official Public Records of Williamson County;

THENCE, along the approximate centerline of said Brushy Creek, the southerly boundary of the said 5.985 acre tract, and the southerly and southwesterly boundaries of the following tracts: 6.721 acres to in Document No. 2019099879; 5.968 acres in Document No. 2019099879; 4.23 acres in Volume 629, Page 120; 4.228 acres in Document No. 2008070783; 4.2366 acres (Lot 1, Koshy Subdivision, Document No. 2015043177); all described in instruments recorded in the Official Public Records of Williamson County, the following fourteen (14) courses and distances:

1. South 78°12'53" East, 221.47 feet to a calculated point for corner;
2. South 89°12'28" East, 178.17 feet to a calculated point for corner;
3. North 76°48'02" East, 252.59 feet to a calculated point for corner;
4. North 83°28'17" East, 115.69 feet to a calculated point for corner;
5. North 60°53'17" East, 35.46 feet to a calculated point for corner;
6. North 66°52'16" East, 62.48 feet to a calculated point for corner;
7. North 62°46'02" East, 236.27 feet to a calculated point for corner;
8. North 79°36'32" East, 215.00 feet to a calculated point for corner;
9. South 87°09'45" East, 97.70 feet to a calculated point for corner;
10. South 66°10'35" East, 228.00 feet to a calculated point for corner;

11. South 65°52'59" East, 260.77 feet to a calculated point for corner; said point for corner bears North 25°59'59" East, 45.32 feet to a witness corner found on the common line of said 4.23 acre and 4.228 acre tracts;
12. South 66°06'15" East; at 126.80 feet passing an X-chiseled in a large boulder located 0.8' to the right; continuing for a total distance of 259.43 feet to a calculated point for corner;
13. South 65°51'27" East, 89.35 feet to a calculated point for corner;
14. South 59°20'27" East, 170.97 feet to a calculated point for corner; said point for corner bears North 12°59'13" East, 25.53 feet to a witness corner found on the easterly line of said Lot 1;

THENCE, continuing along the approximate centerline of said Brushy Creek, and the southwesterly boundary of Lot 14 of the Resubdivision of Oak Springs, plat of which is recorded in Cabinet H, Slide 24 of the Plat Records of Williamson County, the following three (3) courses and distances:

1. South 59°20'53" East, 418.69 feet to a calculated point for corner;
2. South 53°18'26" East, 362.03 feet to a calculated point for corner;
3. South 36°42'26" East, 187.03 feet to a calculated point for corner on the northwesterly boundary of that certain 1.81 acre tract described in instrument to Mary Frances Rutledge, recorded in Volume 1998, Page 688 of the Official Public Records of Williamson County;

THENCE, South 28°07'30" West, 6.04 feet along boundary of the said 1.81 acre tract to a calculated point for corner;

THENCE, South 43°29'30" East, 28.30 feet continuing along boundary of the said 1.81 acre tract to a calculated point for corner;

THENCE, South 67°08'01" West, 16.56 feet along the boundary of Lot 2, Block A of the Final Plat of Freedom Church Subdivision, recorded in Document No. 2021096891 of the Official Public Records of Williamson County, to a calculated point for corner; said point for corner bears North 67°08'01" East, 73.79 feet to a witness corner found on the northwesterly line of said Lot 2, Block A;

THENCE, South 37°05'03" East, 503.90 feet, along the southwesterly boundary of said Lot 2, Block A to a calculated point for corner, and marking the southeast corner of the herein described tract;

THENCE, along the northwesterly boundary of The Oaklands Section One-B, plat of which is recorded in Cabinet G, Slide 173 of the Plat Records of Williamson County, the following three (3) courses and distances:

1. South 69°41'51" West; at 239.87 feet passing a 1/2-inch iron rod found marking the common north corner of Lot 85 and a Park Lot in Block B; continuing for a total distance of 772.44 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner
2. South 68°05'40" West, 350.55 feet to a 1/2-iron rod found for corner;
3. South 68°14'14" West, 47.25 feet to a 1/2-iron rod with plastic cap stamped "KHA" set marking the southeast corner of Lot 22, Block N of Oakcreek Subdivision Section One, plat of which is recorded in Cabinet H, Slide 218 of the Plat Records of Williamson County;

THENCE, along the boundary of said Oakcreek Section One the following five (5) courses and distances:

1. North 21°28'30" West, 54.42 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for a point of curvature;
2. in a northwesterly direction along a tangent curve to the left, having a radius of 470.00 feet, a chord of North 55°14'15" West, 522.41 feet, a central angle of 67°31'30"; at an arc length of 413.98 passing a 1/2-inch iron rod found marking the common north corner of Lots 16 and 17 of Block N; continuing for a total arc length of 553.91 feet to a 1/2-iron rod with plastic cap stamped "KHA" set for corner;
3. North 21°32'56" West, 656.52 feet to a 1/2-iron rod found marking the northwest corner of Lot 37, Block N, and marking an interior corner of the herein described tract;

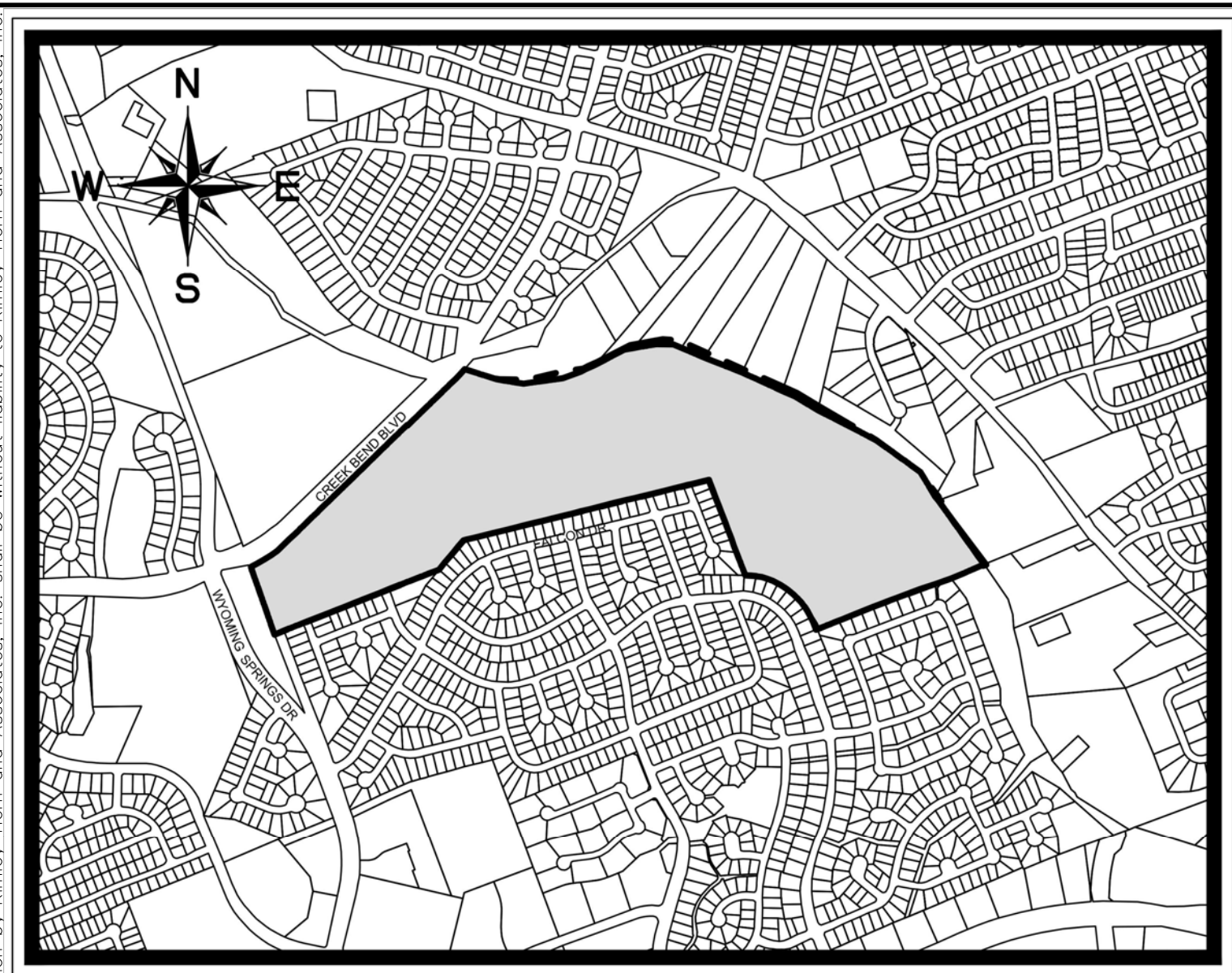
4. South 76°13'09" West, 1619.55 feet to a 1/2-iron rod with plastic cap stamped "KHA" set marking the north exterior corner of Lot 14, Block B;
5. South 40°15'22" West, 246.63 feet to a 1/2-iron rod found marking the north corner of Lot 10, Block B, and the northeast corner of Oakcreek Subdivision Section Two, plat of which is recorded in Cabinet H, Slide 246 of the Plat Records of Williamson County;

THENCE, South 68°28'39" West, 1126.97 feet along the northwesterly boundary of said Oakcreek Section Two to a 1/2-iron rod found marking the northwest corner of a lot called Arterial 2 on said Section Two, and on the westerly boundary of Lot 1, Block B of the aforesaid Final Plat of Fern Bluff Community, and marking the southeast corner of the herein described tract;

THENCE, North 20°25'12" West, 439.25 feet along said Lot 1, Block B to a **POINT OF BEGINNING**, and containing 98.310 acres of land in Williamson County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Combined Surface to Grid Scale Factor is 0.9998840558. This description was generated on 1/20/2022 at 12:08 PM, based on geometry in the drawing file K:\SNA_Survey\069255405-SAULS RANCH EAST\Dwg\SaulsRanchEast - Base-SF.dwg, in the office of Kimely-Horn and Associates in San Antonio, Texas.

EXHIBIT B
LAND USE PLAN

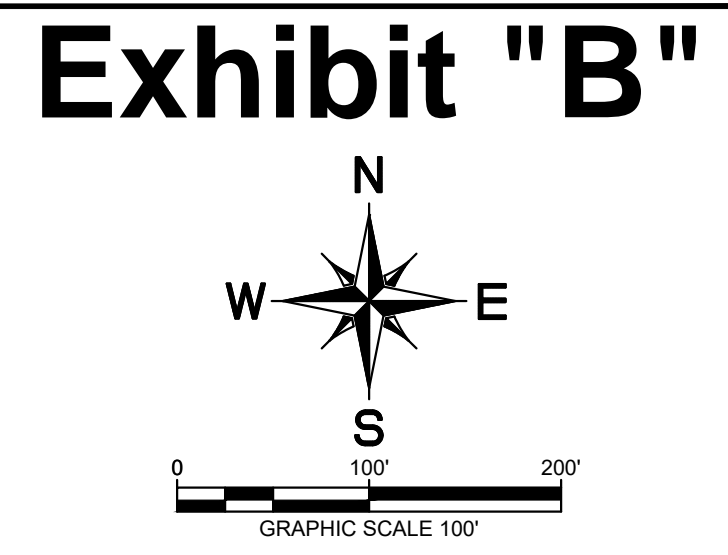
Plotted By: Hebert, Brandon Date: September 15, 2022 03:45:37pm File Path: K:\SAU_Civil\Milestone - Sauls Ranch East\Cad\Preliminary\PlanSheets_VC - Final\Plot.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and assentation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



VICINITY MAP
SCALE: 1" = 1,000'



MATCH LINE SEE SHEET 2

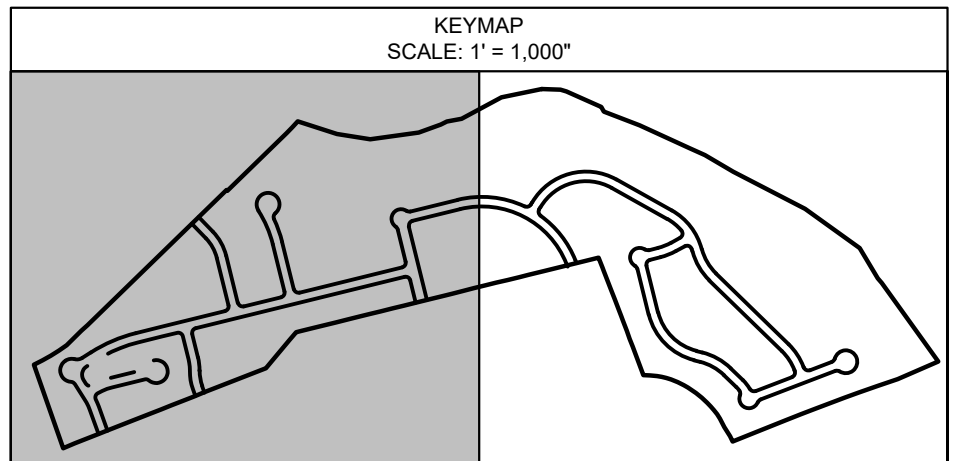


LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	RIGHT OF WAY
	LOT LINE
	EASEMENT LINE
	BLOCK LABEL
	GEOLOGICAL FEATURE
	EXISTING ROADWAY
	R.O.W.
	ZONE AE FEMA FLOODPLAIN

GENERAL PLAN NOTES:

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PROJECT INFORMATION	
OWNER	MILESTONE COMMUNITY BUILDER
ACREAGE	98.31 AC
SURVEYOR	KIMLEY-HORN
NUMBER OF BLOCKS	7 BLOCKS
LF OF NEW STREETS	9,102 LF
CONNECTIVITY INDEX	1.33
SUBMITTAL DATE	AUGUST 23, 2022
P&Z COMMISSION REVIEW	SEPTEMBER 21ST, 2022
BENCHMARK DESCRIPTION & ELEVATION WITH VERTICAL DATUM AND GEOID	DATUM IS NAVD '88, USING GEOID 18, BASED ON GPS OBSERVATIONS. BM #5000 MAG SET "JPH BENCHMARK" ELEV. = 776.897' BM #61243 CITY OF ROUND ROCK GPS POINT DATA 01-006 ELEV. = 757.38' BM #101815 MAG NAIL SET IN CONC "KHA" ELEV. = 782.22'
PATENT SURVEY	ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441 DAVID CURRY SURVEY ABSTRACT NO. 130
ENGINEER:	KIMLEY-HORN

LOTS BY TYPE			
TYPE	NUMBER OF LOTS	ACREAGE	
SINGLE FAMILY	225	41.26 AC	
OPEN SPACE	15	43.95 AC	

LOTS SUMMARY	
TYPE	NUMBER OF LOTS
SMALL	11
STANDARD	177
ESTATE	37
OPEN/SPECIAL USE	15

LEGAL DESCRIPTION
AW0441 - MCDANIEL, E. SUR., ACRES 54.35
AW0441 MCDANIEL, E. SUR., ACRES 1.00
AW0130 CURRY, D. SUR., AC. 42.37

WATERSHED STATUS
THIS SITE IS LOCATED IN THE TURKEY CREEK-BRUSH CREEK WATERSHED OF THE BRAZOS RIVER BASIN

PROPOSED STREET NAME	STREET SUMMARY				
	TYPE	ROW	BOC-BOC	STREET LENGTH	CURBE TYPE
ECLECTUS WAY	LOCAL STREET	50'	31'	641'	CURB/GUTTER
ECLECTUS WAY	COLLECTOR STREET	60'	31'	1225'	CURB/GUTTER
GALAH LOOP	LOCAL STREET	50'	31'	1552'	CURB/GUTTER
GALAH COVE	LOCAL STREET	50'	31'	240'	CURB/GUTTER
GOFFIN LANE	LOCAL STREET	50'	31'	1974'	CURB/GUTTER
MEYERS STREET	LOCAL STREET	50'	31'	503'	CURB/GUTTER
CAIQUE COURT	LOCAL STREET	50'	31'	382'	CURB/GUTTER
RED BELLIED STREET	COLLECTOR STREET	70'	51'	536'	CURB/GUTTER
CARDINAL STREET	LOCAL STREET	50'	31'	363'	CURB/GUTTER
ROBIN TRAIL	LOCAL STREET	50'	31'	1039'	CURB/GUTTER
OAKLAND DRIVE	COLLECTOR STREET	60'	31'	365'	CURB/GUTTER
OAKWOOD BLVD	COLLECTOR STREET	60'	31'	443'	CURB/GUTTER

OWNER:
MILESTONE COMMUNITY BUILDER
STEVE WALUP

ENGINEER:
KIMLEY-HORN
5301 SOUTHWEST PARKWAY,
BUILDING 3 SUITE 100
AUSTIN, TX 78746
PH: (512) 646-2243
ATTN: BENJAMIN GREEN

WATER:
CITY OF ROUND ROCK
3400 SUNRISE ROAD
ROUND ROCK, TX 78665
PH: (512) 255-6916

WASTEWATER:
CITY OF ROUND ROCK
3400 SUNRISE ROAD
ROUND ROCK, TX 78665
PH: (512) 255-6916

SURVEYOR:
KIMLEY-HORN
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TX 78216
PH: (210) 541-9166
ATTN: JOHN G. MOSIER

BENCHMARKS

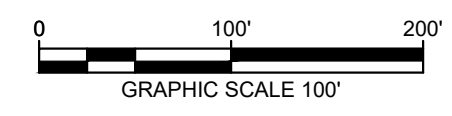
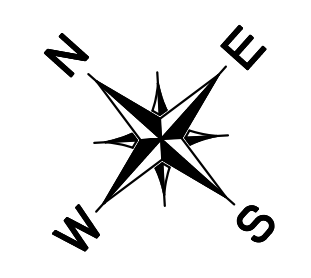
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ROAD ALIGNMENTS & LOT COUNT	08/23/2022	BY
1		No.
Kimley-Horn		
© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 5301 SOUTHWEST PKWY, BUILDING 3, SUITE 100, AUSTIN, TX 78744 PHONE: 512-646-2237 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-998		
KHA PROJECT	DATE	SCALE
08255406	September 22	AS SHOWN
DESIGNED BY:	DRAWN BY:	CHECKED BY:
BG	AD	CO
REVISED		
PRELIMINARY PLAT		
SAULS RANCH EAST		
CITY OF ROUND ROCK WILLIAMSON COUNTY, TEXAS		
SHEET NUMBER		
1 OF 4		

Plotted By: Hebert, Brandon. Date: September 15, 2022. 03:35:55pm. File Path: K:\SAU_Civil\Milestones - Sauls Ranch East\Cad\Preliminary\PlanSheets\VC - Final\Plot.dwg. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Exhibit "B"

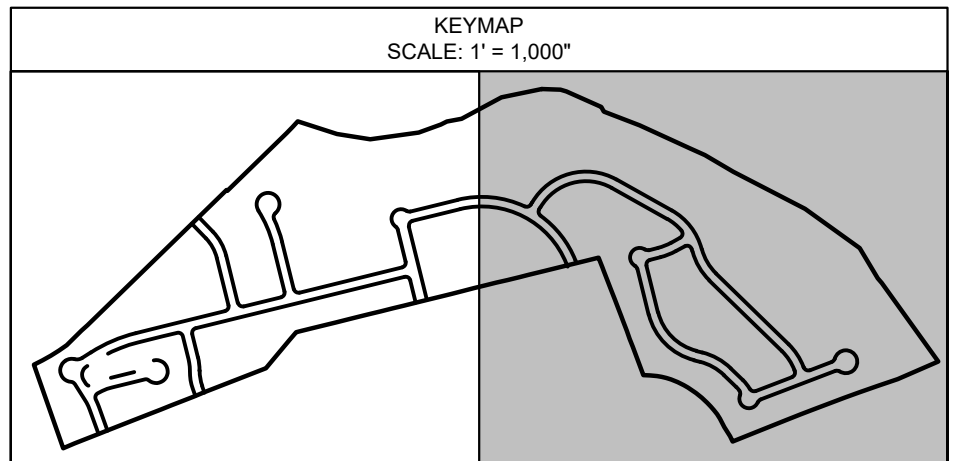


LEGEND

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	ADJACENT PROPERTY LINE
	RIGHT OF WAY
	LOT LINE
	EASEMENT LINE
	BLOCK LABEL
	GEOLOGICAL FEATURE
	EXISTING ROADWAY
	R.O.W.
	ZONE AE FEMA FLOODPLAIN

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<p>© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 5301 SOUTHWEST PKWY., BUILDING 3, SUITE 100, AUSTIN, TX 78744 PHONE: 512-646-2337 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-998</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">ROAD ALIGNMENTS & LOT COUNT</td> <td style="width: 50%;">BG</td> </tr> <tr> <td>1</td> <td></td> </tr> </table>	ROAD ALIGNMENTS & LOT COUNT	BG	1													
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KHA PROJECT	DATE	SCALE	DESIGNED BY:														
08925406	September 22	AS SHOWN	BG														
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PLAT (SHEET 2 OF 2)																	
REVISED PRELIMINARY PLAT SAULS RANCH EAST	CITY OF ROUND ROCK WILLIAMSON COUNTY, TEXAS																
SHEET NUMBER 2 OF 4																	

Plotted By: Hebert, Brandon Date: September 15, 2022 03:36:12pm File Path: K:\SAU-Civil\Milestones - Sauls Ranch East\Cad\Final\PlanSheets\C - Final\Plan.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

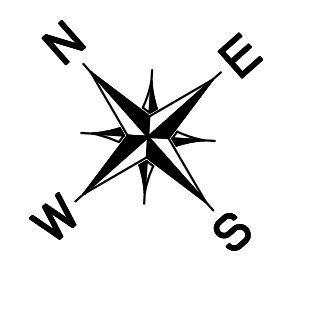
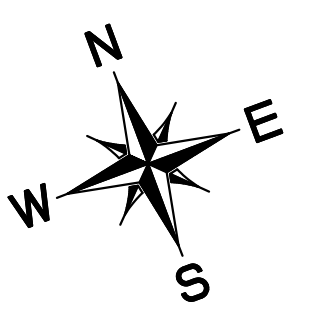
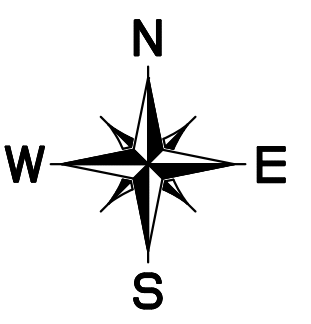
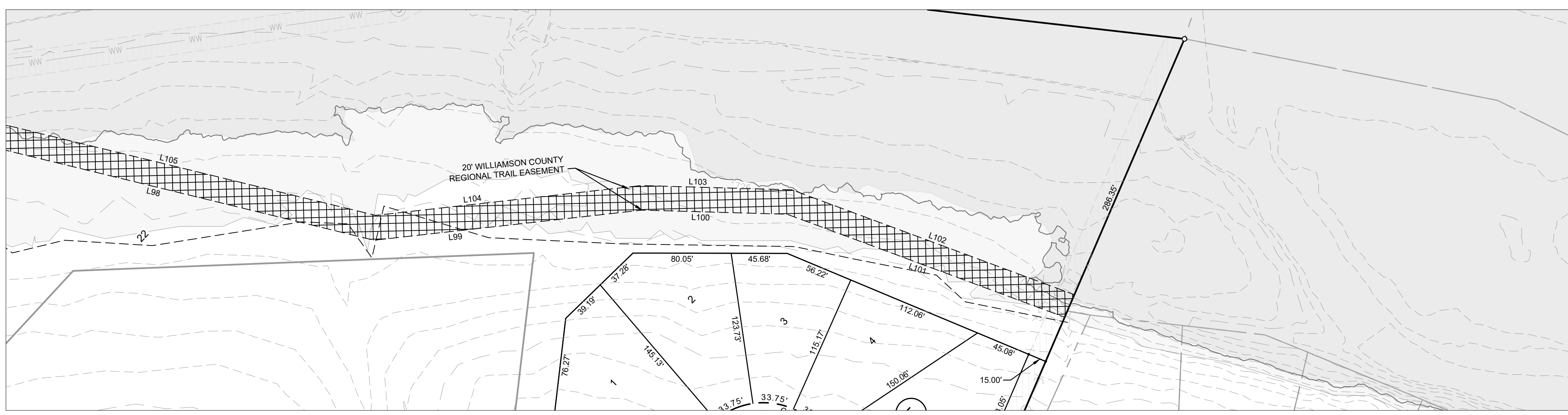
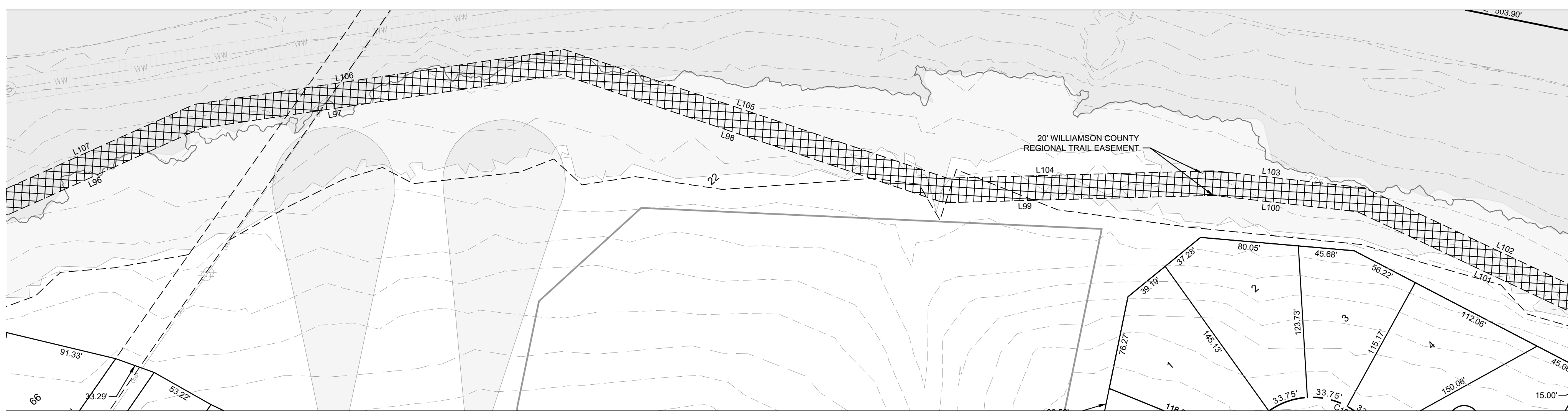
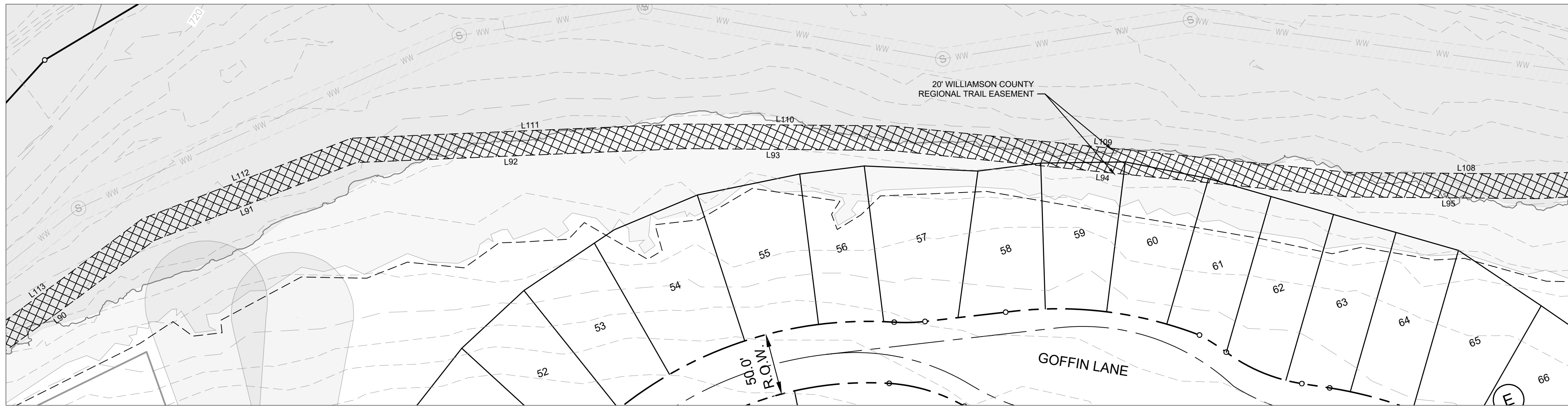
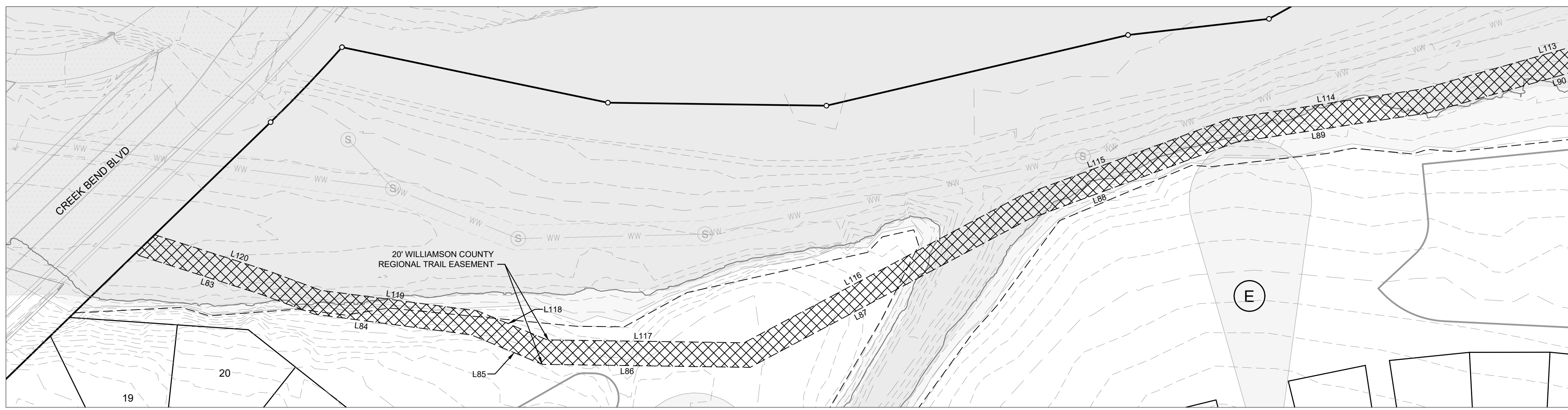
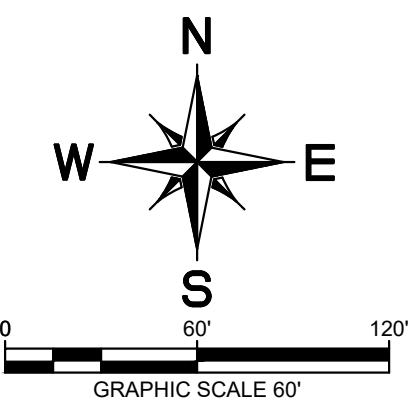


Exhibit "B"



LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	RIGHT OF WAY
	LOT LINE
	EASEMENT LINE
	BLOCK LABEL
	GEOLOGICAL FEATURE
	EXISTING ROADWAY
	R.O.W. RIGHT OF WAY
	ZONE AE FEMA FLOODPLAIN

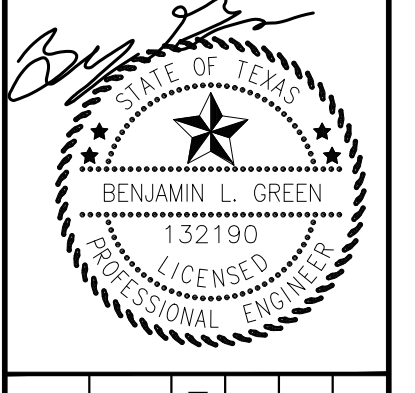
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NO.	REVISIONS	DATE	BY
1			

Kimley-Horn
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 5301 SOUTHWEST PKWY., BUILDING 3, SUITE 100, AUSTIN, TX 78744
 PHONE: 512-646-2337 FAX: 512-418-1791
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-998



KHA PROJECT	08925406	DATE	September 22	SCALE	AS SHOWN	DESIGNED BY	BG	DRAWN BY	AD	CHECKED BY	CO
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WILLIAMSON COUNTY
 TRAIL AND R.O.W.
 DETAIL

REVISED
 PRELIMINARY PLAT
 SAULS RANCH EAST
 CITY OF ROUND ROCK
 WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
 3 OF 4

Exhibit "B"

DRAINAGE AND STORM SEWER EASEMENT / TRAIL EASEMENT

BLOCK A			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
1	0.214	9,342	STANDARD
2	0.227	9,871	STANDARD
3	0.151	6,592	STANDARD
4	0.160	6,955	STANDARD
5	0.156	6,808	STANDARD
6	0.150	6,527	STANDARD
7	0.150	6,531	STANDARD
8	0.181	7,886	STANDARD
9	0.292	12,740	OPEN
10	0.110	4,808	OPEN
11	0.189	8,211	STANDARD
12	0.233	10,165	STANDARD
13	0.150	6,540	STANDARD
14	0.150	6,514	STANDARD
15	0.218	9,476	STANDARD
16	0.230	10,002	ESTATE
17	0.235	10,219	ESTATE
18	0.168	7,305	STANDARD
19	0.153	6,668	STANDARD
20	0.213	9,259	STANDARD

BLOCK C			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
1	0.245	10,687	ESTATE
2	0.234	10,174	ESTATE
3	0.234	10,194	ESTATE
4	0.229	9,962	STANDARD
5	0.234	10,179	ESTATE
6	0.130	5,671	OPEN
7	0.206	8,982	STANDARD
8	0.226	9,840	STANDARD
9	0.297	12,943	ESTATE
10	0.173	7,521	STANDARD
11	0.155	6,632	STANDARD
12	0.160	6,982	STANDARD
13	0.162	7,046	STANDARD
14	0.159	6,945	STANDARD
15	0.154	6,696	STANDARD
16	0.155	6,762	STANDARD
17	0.157	6,849	STANDARD
18	2.253	98,156	OPEN
19	0.155	6,760	STANDARD
20	0.140	6,095	SMALL
21	0.140	6,095	SMALL
22	0.169	7,341	STANDARD
23	0.078	3,392	OPEN
24	0.140	6,095	SMALL
25	0.140	6,095	SMALL
26	0.166	7,229	STANDARD

BLOCK E			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
1	0.220	9,587	STANDARD
2	0.164	7,137	STANDARD
3	0.166	7,225	STANDARD
4	0.169	7,347	STANDARD
5	0.331	14,424	ESTATE
6	0.179	7,791	STANDARD
7	0.179	7,791	STANDARD
8	0.210	9,127	STANDARD
9	0.163	7,111	STANDARD
10	0.140	6,095	SMALL
11	0.140	6,095	SMALL
12	0.140	6,095	SMALL
13	0.140	6,095	SMALL
14	0.162	7,055	STANDARD
15	0.159	6,938	STANDARD
16	0.347	15,137	ESTATE
17	0.278	12,114	ESTATE
18	0.196	8,550	STANDARD
19	0.206	8,966	STANDARD
20	0.203	8,832	STANDARD
21	0.209	9,084	STANDARD
22	31.231	1,360,431	OPEN
23	0.184	8,027	STANDARD
24	0.168	7,302	STANDARD
25	0.168	7,300	STANDARD
26	0.152	6,638	STANDARD
27	0.152	6,623	STANDARD
28	0.152	6,624	STANDARD
29	0.138	5,990	SMALL
30	0.152	6,625	STANDARD
31	0.152	6,625	STANDARD
32	0.172	7,500	STANDARD
33	0.172	7,500	STANDARD
34	0.172	7,500	STANDARD
35	0.192	8,366	STANDARD
36	0.183	7,950	STANDARD
37	0.172	7,513	STANDARD
38	0.251	10,930	ESTATE
39	0.230	10,029	ESTATE
40	0.232	9,708	STANDARD
41	0.259	11,279	ESTATE
42	0.166	7,250	STANDARD
43	0.168	7,306	STANDARD
44	0.169	7,381	STANDARD
45	0.169	7,381	STANDARD

LOT TABLE			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
46	0.169	7,381	STANDARD
47	0.164	7,130	STANDARD
48	0.167	7,263	STANDARD
49	0.226	9,847	STANDARD
50	0.219	9,543	STANDARD
51	0.169	7,341	STANDARD
52	0.168	7,326	STANDARD
53	0.168	7,303	STANDARD
54	0.228	9,921	STANDARD
55	0.207	9,022	STANDARD
56	0.152	6,621	STANDARD
57	0.218	9,504	STANDARD
58	0.166	7,219	STANDARD
59	0.164	7,135	STANDARD
60	0.167	7,289	STANDARD
61	0.153	6,664	STANDARD
62	0.168	7,318	STANDARD
63	0.168	7,308	STANDARD
64	0.164	7,127	STANDARD
65	0.188	8,182	STANDARD
66	0.174	7,565	STANDARD
67	0.096	4,172	OPEN
68	0.153	6,653	STANDARD
69	0.169	7,345	STANDARD
70	0.172	7,497	STANDARD
71	0.154	6,723	STANDARD
72	0.152	6,625	STANDARD
73	0.152	6,625	STANDARD
74	0.152	6,625	STANDARD
75	0.057	2,500	OPEN
76	0.152	6,625	STANDARD
77	0.152	6,625	STANDARD
78	0.152	6,625	STANDARD
79	0.152	6,625	STANDARD
80	0.152	6,625	STANDARD
81	0.154	6,729	STANDARD
82	0.180	7,834	STANDARD
83	0.174	7,600	STANDARD
84	0.179	7,798	STANDARD
85	0.185	8,051	STANDARD
86	0.081	3,541	OPEN
87	0.199	8,649	OPEN

BLOCK F			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
1	0.222	9,680	STANDARD
2	0.231	10,079	ESTATE
3	0.185	8,062	STANDARD
4	0.202	8,799	STANDARD
5	0.256	11,141	ESTATE
6	0.151	6,581	STANDARD
7	0.143	6,242	STANDARD
8	0.162	7,064	STANDARD
9	0.162	7,035	STANDARD
10	0.161	7,006	STANDARD
11	0.160	6,977	STANDARD
12	0.160	6,955	STANDARD
13	0.161	6,992	STANDARD
14	0.162	7,042	STANDARD
15	0.163	7,087	STANDARD
16	0.149	6,476	SMALL
17	0.296	12,882	ESTATE
18	0.218	9,516	STANDARD
19	0.187	8,136	STANDARD
20	0.186	8,114	STANDARD
21	0.185	8,062	STANDARD
22	0.226	8,958	STANDARD
23	0.169	7,375	STANDARD
24	0.179	7,807	STANDARD
25	0.148	6,447	STANDARD
26	0.195	8,489	STANDARD
27	0.201	8,746	STANDARD
28	0.171	7,453	STANDARD
29	0.157	6,823	STANDARD
30	0.148	6,453	SMALL
31	0.157	6,825	STANDARD
32	0.165	7,205	STANDARD
33	0.174	7,585	STANDARD
34	0.183	7,966	STANDARD
35	0.191	8,339	STANDARD
36	0.267	11,613	ESTATE
37	0.591	25,743	OPEN
38	2.052	89,384	OPEN
39	0.189	8,239	STANDARD
40	0.163	7,109	STANDARD
41	0.161	6,997	STANDARD
42	0.184	8,024	STANDARD
43	0.302	13,160	ESTATE
44	0.256	11,150	ESTATE
45	0.202	8,799	STANDARD

LOT TABLE			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
46	0.218	9,506	STANDARD
47	0.229	9,986	STANDARD
48	0.207	9,003	STANDARD
49	0.235	10,220	ESTATE

BLOCK G			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
1	0.191	8,329	STANDARD
2	0.198	8,604	STANDARD
3	0.237	10,307	ESTATE
4	0.283	12,343	ESTATE
5	0.265	11,538	ESTATE
6	0.266	11,587	ESTATE
7	0.243	10,595	ESTATE
8	0.203	8,838	STANDARD
9	1.165	50,740	OPEN
10	0.152	6,624	STANDARD
11	0.164	7,140	STANDARD
12	0.201	8,742	STANDARD
13	0.226	9,844	STANDARD
14	0.232	10,127	ESTATE
15	0.152	6,639	STANDARD
16	0.152	6,626	STANDARD
17	0.147	6,413	STANDARD
18	0.202	8,806	STANDARD
19	0.231	10,048	ESTATE
20	0.229	9,973	STANDARD
21	0.304	13,250	ESTATE
22	0.152	6,625	STANDARD
23	0.152	6,625	STANDARD
24	0.193	8,409	STANDARD

LOT TABLE			
LOT NO.	ACRES	SQ. FT.	CLASSIFICATION
1	0.191	8,329	STANDARD
2	0.198	8,604	STANDARD
3	0.237	10,307	ESTATE
4	0.283	12,343	ESTATE
5	0.265	11,538	ESTATE
6	0.266	11,587	ESTATE
7	0.243	10,595	ESTATE
8	0.203	8,838	STANDARD
9	1.165	50,740	OPEN
10	0.152	6,624	STANDARD
11	0.164	7,140	STANDARD
12	0.201	8,742	STANDARD
13	0.226	9,844	STANDARD
14	0.232	10,127	ESTATE
15	0.152	6,639	STANDARD
16	0.152	6,626	STANDARD
17	0.147	6,413	STANDARD
18	0.202	8,806	STANDARD
19	0.231	10,048	ESTATE
20	0.229	9,973	STANDARD
21	0.304	13,250	ESTATE
22	0.152	6,625	STANDARD
23	0.152	6,625	STANDARD
24	0.193	8,409	STANDARD

LINE TABLE		
LINE	LENGTH	BEARING
L1	61.89	N58°29'48.78"W
L2	43.83	N53°12'28.25"W
L3	27.82	S88°02'57.03"W
L4	28.51	N68°34'08.41"W
L5	69.27	N53°54'56.51"W
L6	24.18	N72°31'33.90"W
L7	60.72	N59°49'15.56"W
L8	24.57	N81°52'36.42"W
L9	60.30	N57°38'32.85"W
L10	225.73	N59°44'50.09"W

LINE TABLE		
LINE	LENGTH	BEARING
L11	86.83	N71°50'09.66"W
L12	22.07	S66°23'19.42"W
L13	22.86	S78°51'16.69"W
L14	13.26	N00°00'00.00"E
L15	12.63	N53°09'13.64"E
L16	72.19	N61°11'06.45"W
L17	50.38	S79°53'47.27"W
L18	36.16	N75°51'14.51"W
L19	21.86	S4°58'26.28"W
L20	13.82	S79°28'10.61"W

LINE TABLE		
LINE	LENGTH	BEARING
L21	59.67	N39°26'29.56"W
L22	18.68	S64°04'36.48"W
L23	39.97	N73°00'39.22"W
L24	16.68	N71°14'13.24"W
L25	35.02	S74°50'52.66"W
L26	46.59	N63°48'27.15"W
L27	35.70	S88°59'12.80"W
L28	53.32	N68°28'03.13"W
L29	74.61	S82°13'10.54"W
L30	10.14	S13°45'02.60"W

LINE TABLE		
LINE	LENGTH	BEARING
L31	23.99	N76°12'13.96"W
L32	20.09	N33°24'01.65"W
L33	32.62	S77°04'05.20"W
L34	138.72	S83°52'11.92"W
L35	22.99	N89°04'37.53"W
L36	12.43	S72°26'34.57"W
L37	49.01	N84°27'17.87"W
L38	21.76	S78°29'44.92"W
L39	94.49	S83°30'08.34"W
L40	16.62	N86°35'47.20"W

LINE TABLE		
LINE	LENGTH	BEARING
L41	116.75	S67°16'59.01"W
L42	85.70	S36°18'46.09"W
L43	28.90	S41°36'34.93"W
L44	105.83	S35°53'02.11"W
L45	61.54	S24°40'52.55"W
L46	18.23	S67°03'48.88"W
L47	58.72	S88°28'23.68"W
L48	50.31	S24°37'20.50"W
L49	154.58	S37°44'39.84"W
L50	118.64	S38°55'14.89"W

EXHIBIT C
CODE VARIANCE TABLE

EXHIBIT "C"
CODE VARIANCE TABLE
Saul's East

City Code Reference	Code Verbiage	Proposed
Sec. 2-16(c)(3) <i>SF-3 District – Compatibility Standards</i>	Where SF-3 lots are subdivided abutting existing homes on lots 10,000 sq. ft. and over, the SF-3 lots that immediately abut the large lots shall be a minimum of 10,000 sq. ft.	Not applicable
Sec. 2-16(c)(4) <i>SF-3 District – Lot Composition</i>	Except as provided below, each new subdivision with SF-3 zoning shall meet the following lot size composition: (a) Estate lots shall compose no less than 40% of the total number of residential lots. (b) Standard lots shall compose no less than 30% of the total number of residential lots. (c) Small lots shall compose no more than 30% of the total number of residential lots. (d) A subdivision may vary from the lot size composition outlined above, so long as...	Not applicable. <i>Project will consist of standard lots only; however, Developer may opt to create a mixture of standard and small lots. Lot size composition will be in accordance with the Land Use Plan.</i>
Sec. 2-26(d) <i>Residential Lot and Building Dimensional Standards – Permitted Limited Encroachments</i>	In the SF-R, SF-1, SF-2 and SF-3 districts, limited encroachment into the front and rear setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows.	In the SF-R, SF-1, SF-2 and SF-3 districts, limited encroachment into the front and rear setbacks by a maximum of two (2) feet shall be permitted for the following: eaves; roof overhangs; and minor architectural details such as fireplaces and bay windows.
Sec. 2-92(c)(3) <i>Temporary Uses, Structures, and Permits – Use of Model Home as Temporary Sales Office</i>	If a model home is used as a temporary sales office, the sales office shall be removed when certificates of occupancy have been issued to 90 percent of the associated residential units.	If a model home is used as a temporary sales office, the sales office shall be removed when 100% of the residential units have been sold to individual owners (or end-users), or earlier solely at the discretion of the Developer.
Sec. 2-92(c)(5) <i>Temporary Uses, Structures, and Permits – Use of Model Home as Temporary Sales Office</i>	Temporary sales offices shall only be located in model homes.	Temporary sales offices located in model homes, temporary buildings, or portable trailer, and shall be indicated on the site plan for review and approval by zoning administrator.
Sec. 2-92(c)(5) <i>Temporary Uses, Structures, and Permits – Use of Temporary Buildings or Temporary Outdoor Storage</i>	The following regulations shall apply to the use of temporary buildings or temporary outdoor storage during expansions, remodeling or reconstruction...	Use of temporary buildings, construction trailers, portable trailers, or temporary outdoor storage during construction, remodeling or reconstruction is permitted on the Property prior to substantial completion and does not required issuance of a temporary use permit.

EXHIBIT "C"
CODE VARIANCE TABLE

<p>Sec. 4-30(c)(4) <i>Subdivision Walls</i></p>	<p>Prior to the city's acceptance of the public improvements, the developer must complete all walls required herein.</p>	<p>Prior to the city's issuance of a Certificate of Occupancy, the developer must complete all walls <i>along Creek Bend Blvd.</i> required herein.</p>
<p>Sec. 4-47(c)(1) <i>Blocks</i></p>	<p>The block length shall not exceed 1,000 feet without approval of the Planning and Zoning Commission. The city encourages block lengths to be limited to 600 feet, but the length may be varied according to circulation, topography, and provisions of the General Plan.</p>	<p>The block length shall not exceed 1,000 feet without approval of the Planning and Zoning Commission, <i>except for residential blocks located adjacent to parkland or open space which shall not be limited.</i> The city encourages block lengths to be limited to 600 feet, but the length may be varied according to circulation, topography, and provisions of the General Plan.</p>
<p>Sec. 4-65 <i>Standards for Parkland Dedication</i></p>	<p>General standards and Improvements Required</p>	<p>Satisfied. <i>City accepts all parkland and open space identified on the Land Use Plan for dedication or public easement. All Parkland requirements under this section will be deemed satisfied or waived.</i></p>
<p>Sec. 4-88(b) <i>Subdivision and Addition Plats</i></p>	<p>The final plat of any proposed addition or subdivision showing the limits of the ultimate 1% annual chance floodplain shall contain the following plat note: "No fences, structures, storage or fill shall be placed within the limits of the ultimate 1% annual chance floodplain unless approved in accordance with city ordinances."</p>	<p>Satisfied <i>All fences within the ultimate 1% annual chance floodplain shall be view fences. Fences may be required to be constructed in such a way to avoid restricting water flow that may cause drainage issues as determined by the project engineer and City Floodplain Administrator. Fill is allowed to be placed in the 1% annual chance floodplain upon the processing and approval of a Letter of Map Revision-Based on Fill (LOMR-F) application with the Federal Emergency Management Agency.</i></p>
<p>Sec. 4-99(a)(2) <i>Inspection and Acceptance – Entry and Inspection</i></p>	<p>Upon completion of the public improvements, the developer shall arrange with the PDS director for a final inspection to determine that the public improvements have been installed and in conformity with the accepted subdivision improvement construction plans. The developer shall pay all necessary inspection fees prior to the acceptance of the public improvements by the city.</p>	<p>Upon completion of the public improvements, the developer shall arrange with the PDS director for a final inspection to determine that the public improvements have been installed and in conformity with the accepted subdivision improvement construction plans. <i>The street lighting facilities are not required to be operational at the time of final inspection.</i> The developer shall pay all necessary inspection fees prior to the acceptance of the public improvements by the city.</p>

EXHIBIT "C"
CODE VARIANCE TABLE

<p>Sec. 4-99(b) <i>Inspection and Acceptance – Substantial Completion</i></p>	<p>If the developer wishes to start construction of homes before a Certificate of acceptance is issued by the PDS director, the developer must request a Certificate of Substantial Completion. The PDS director may issue a Certificate of Substantial Completion if he/she determines that the public improvements are substantially complete so that it is safe to issue permits for initial homes pursuant to Sec. 8-109.</p>	<p>If the Developer wishes to may start construction begin to pour foundations of homes before a Certificate of acceptance is issued by the PDS director, after placement of temporary construction roads with surface capability of supporting 80,000 pound vehicle. Developer may then begin vertical construction of homes after fire department acceptance of paving and fire flow.</p>
<p>Sec. 6-11(a)(1) <i>Streets – Local Streets</i></p>	<p>The purpose of a local street is to provide lot street frontage and carry traffic to a higher classification street. Local streets are divided into three subcategories: Local-residential, local-nonresidential or local-rural. Unless approved by the transportation director, a local street shall not connect to two separate higher classification streets or connect directly to arterial streets. Local streets may be designated as private streets.</p>	<p>The purpose of a local street is to provide lot street frontage and carry traffic to a higher classification street. Local streets are divided into three subcategories: Local-residential, local-nonresidential or local-rural. A local street may connect directly to arterial streets. Local streets may be designated as private streets.</p>
<p>Sec. 6-12(a) <i>Connectivity – Connectivity Index</i></p>	<p>With the submittal of a preliminary plat for a new single-family or two-family subdivision, a connectivity index shall be included and calculated for the road network in the subdivision. The roadway connectivity index shall be a minimum of 1.35, however additional pedestrian links shall be provided to increase the overall connectivity index to a minimum of 1.40. Subdivisions with a roadway connectivity index of 1.40 or greater shall not be required to provide additional pedestrian links.</p>	<p>With the submittal of a preliminary plat for a new single-family or two-family subdivision, a connectivity index shall be included and calculated for the road network in the subdivision. Based on limitations from natural features and lack of stub streets or other opportunities to connect with adjacent subdivisions, the connectivity depicted in the Concept Plan and provided by the Land Use Plan shall constitute adherence with Applicable Regulations.</p>
<p>Sec. 6-12(d) <i>Connectivity</i></p>	<p>A subdivision may have a roadway connectivity index of less than 1.35, provide fewer connections to public roads, or provide fewer stub streets than required by the above where specific features or constraints of the land being subdivided make strict compliance impossible or impractical. Such features include the following: (1) Natural features such as bodies of water, severe elevation changes, karst features, or monarch trees; ... (4) Adjacent subdivisions which do not provide stub streets or other opportunities to connect to the proposed subdivision; ...</p>	<p><i>Acknowledge and accept the Land Use Plan as in adherence with these requirements based on limitations due to natural features and adjacent subdivisions which do not provide stub streets or other opportunities to connect.</i></p>

EXHIBIT "C"
CODE VARIANCE TABLE

<p>Sec. 6-17(b) <i>Street Lighting – Illumination Plan</i></p>	<p>An illumination plan for all streets within the plat shall be filed with the construction plans. The plan shall show the proposed location of the street lights and any electrical facilities within the street right-of-way or public utility easements. The street lighting facilities shall be complete and operational prior to acceptance of the public improvements. The illumination plan is subject to the approval of the PDS director.</p>	<p>An illumination plan for all streets within the plat shall be filed with the construction plans. The plan shall show the proposed location of the street lights and any electrical facilities within the street right-of-way or public utility easements. The street lighting facilities shall be complete and operational prior to homes becoming occupied. The illumination plan is subject to the approval of the PDS director.</p>
<p>Sec. 8-10(d)(1) <i>Landscaping – Landscape Plans – Standard Site Plan</i></p>	<p>Landscape requirements identified in this section and in the format specified by the development packet necessary to obtain a standard site plan approval shall be depicted on a landscape plan. This landscape plan shall be signed and sealed by a landscape architect.</p>	<p>Landscape requirements identified in this section and in the format specified by the development packet necessary to obtain a standard site plan approval shall may be depicted on a landscape plan. This landscape plan shall be signed and sealed by a landscape architect. Landscape plan is not required for the subdivision improvement construction plans except for areas abutting Creek Bend Blvd.</p>
<p>Sec. 8-19(a) <i>Tree Removal Process</i></p>	<p>A dead tree is not considered a protected tree and is not subject to the tree removal permit requirements set forth in this section. The process for removal of a dead tree that was previously designated a monarch tree by city council or was considered a protected tree at the time it was alive, is as follows: ...</p>	<p>A dead tree is not considered a protected tree and is not subject to the tree removal permit requirements set forth in this section. The process for removal of A dead tree that was previously designated a monarch tree by city council or was considered a protected tree at the time it was alive may be removed with a letter of determination from a third-party arborist after being field verified by the City Forester or his representative and concurred with by the Director of Planning.</p>
<p>Sec. 8-35(a)(3) <i>Lot Fences – Standards</i></p>	<p>View fencing shall be required for SF-3, TH, MF-1, MF-2, MF-3, MU-R and MU-G districts when the property abuts a: (a) hike and bike trail corridor from the City of Round Rock Trail Master Plan; or a (b) public park.</p>	<p>Not applicable. Standard non-view fencing can be used for all fences on residential lots, except adjacent to the Trail Easement or within the FEMA 100-Year floodplain.</p>
<p>Sec. 8-109(b) <i>Conditions for Issuance of Building Permits for Residential Construction in New Subdivisions – Initial Homes</i></p>	<p>Building permit(s) for up to twenty-six Initial Homes per Final Plat, or up to 50 percent of the homes in a Final Plat containing fewer than twenty-six homes, may be issued when the following conditions have been met: (1) All applicable permits have been issued; (2) The developer has been issued a Certificate of Substantial Completion for the Final Plat in accordance with Sec. 4-99; (3) Staff review has been completed; and (4) All necessary fees have been paid.</p>	<p>Building permit(s) for up to twenty-six Initial Homes per Final Plat, or up to 50 percent of the homes in a Final Plat containing fewer than twenty-six homes, may be issued when the following conditions have been met: (1) All applicable permits have been issued; (2) The developer has been issued a Certificate of Substantial Completion for the Final Plat in accordance with Sec. 4-99; (3) Staff review has been completed; and (4) All necessary fees have been paid.</p>

EXHIBIT "C"
CODE VARIANCE TABLE

<p>Transportation Criteria Manual Section 5.3(K) <i>Driveway Design Criteria</i></p>	<p>Driveway spacing shall conform to the dimensions shown in Tables 5-1 and 5-2. The minimum distance from a cross street to an adjacent driveway shall be fifty feet (50') for residential, one hundred feet (100') for local, two hundred feet (200') for collector and two hundred fifty feet (250') for arterial, measured from the curb line of the cross street to the edge of the nearest driveway, measured at the property line.</p>	<p>Minimum distance from a cross street to an adjacent driveway shall not apply.</p>
<p>Tree Technical Manual Section 3.4.2 <i>Planting Distance/ Spacing Requirements</i></p>	<p>Minimum distance from buildings and similar structures: Small size tree: 10 ft.</p>	<p>Small trees shall have no minimum setback distance from buildings or similar structures.</p>

Building Permit Review Process

There will be no limit to the number of building permits under concurrent review, provided all permits applications are certified by an independent 3rd party verifying that City masonry requirements are met, and buildings are built per City approved plans.