

EXHIBIT

“A”

ALTERNATIVE STANDARDS AGREEMENT

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

This Alternative Standards Agreement, (this “Agreement”) is entered into this ____ day of _____, 2015 by and among the City of Round Rock, Texas, a Texas home rule city (the “City”) and Michael Joseph, (the “Developer”).

RECITALS

WHEREAS, Sec. 36-123 of the Round Rock Code of Ordinances, 2010 Edition (the “Code”) recognizes that in proper circumstances, the unique nature of land being platted may require the departure from the adopted design criteria and design and construction standards, as set forth in Chapter 36 of the Code.

WHEREAS, Developer is owner the property located in the City (the “Property”), which is specifically described in Exhibit “A”, attached hereto.

WHEREAS, the unique nature of the Property requires departure from the provisions of Chapter 36 of the Code.

WHEREAS, the City Council and the Developer wish to enter into this Agreement for the Subdivision of the Property.

WHEREAS, the proposed alternative standards set forth herein fully address the intent and purpose of the standards of Chapter 36.

WHEREAS, the proposed alternative standards conform with the general purposes, goals and objectives of the City of Round Rock General Plan.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

Article I
General

Because of the unique nature of the Property, it is necessary to depart from the officially adopted subdivision plat design criteria and construction standards. Therefore, the City and the Developer agree that the Property may be subdivided if the Developer meets the alternative standards provided for herein.

Article II
Lot Street Frontage

Construction of lot street frontage for a nonresidential lot of no less than 50 feet, as required by Section 36-118(g) of the Code, will not be required provided the following design and construction standards, as illustrated by the drawings attached hereto as Exhibit "B", are met:

- (1) A drive with raised curbs and a minimum width of 25' from face-of-curb to face-of-curb. Necessary width may need to increase with proposed use. Pavement thickness is to be a minimum of 7" concrete with reinforcement of #3 rebar spaced at 18" on center. Control joints are to be spaced at 25' maximum. Base is to be 2' minimum of low plasticity material overlayed on 8" of scarified, moisture-treated subgrade compacted to 95% of optimum moisture content.
- (2) Any deviation from the above must be approved in writing by the City Transportation Department.

Article III
Termination

This agreement shall terminate and become null and void if the replat associated with the Subdivision is not approved by the City and recorded in the plat records of Williamson County, Texas within twelve (12) months of the date of this agreement.

(signatures on the following page)

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

DEVELOPER

By: _____
Michael Joseph

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2015, by Alan McGraw, Mayor of the City of Round Rock, in the capacity and for the purposes and consideration therein indicated.

Signature

Printed Name

Notary Public, State of _____

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2015, by Michael Joseph, Developer, in the capacity and for the purposes and consideration therein indicated.

Signature

Printed Name

Notary Public, State of _____

FIELD NOTES OF
6.915 ACRES OF LAND OUT OF
THE JACOB M. HARRELL SURVEY,
ABSTRACT NO. 284,
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

ALL OF THAT 6.915 ACRES OF LAND, MORE OR LESS, OUT OF THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACTS OF LAND CALLED 6.058 ACRES AND 0.867 ACRE CONVEYED TO MICHAEL JOSEPH IN THE WARRANTY DEED RECORDED IN DOCUMENT NO. 2014021304 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE 6.058 ACRES (CALLED 6.00 ACRES) WAS CONVEYED TO D.P. JOHNSON IN THE WARRANTY DEED RECORDED IN VOLUME 645, PAGE 887 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE 0.867 ACRE WAS CONVEYED TO D.P. AND DORIS M. JOHNSON IN THE QUITCLAIM DEED RECORDED IN VOLUME 1747, PAGE 635 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID TRACT OF LAND HAVING BEEN SURVEYED ON THE GROUND UNDER MY SUPERVISION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found at the northwest corner of Bahrami's Best Acres, a subdivision recorded in Cabinet Z, Slide 198 of the Plat Records of Williamson County, Texas, at the northeast corner of the 6.00 Acres and the southeast corner of the 0.867 Acre for a corner;

THENCE, along the westerly line of the Bahrami's Best Acres and the 9.034 Acres of land conveyed to 1000 S. IH 35 Round Rock, Ltd. recorded in Document No. 9727185 of the Official Records of Williamson County, Texas, and the easterly line of the 6.00 Acres and the tract herein described, S 19°02'21" E, passing a ½" iron rod found with a cap stamped "CHAPARRAL BOUNDARY" at the southwest corner of the Bahrami's Best Acres at a distance of 319.70 feet, for a total distance of 645.81 feet to a ½" iron rod set with a cap stamped "SNS" at the northeast corner of 4.00 Acres of land conveyed to C & T Partnership recorded in Document No. 2000084436 of the Official Public Records of Williamson County, Texas, for the southeast corner of the 6.00 Acres and the tract herein described from which a ½" iron rod found bears N 04°59'36" E and a distance of 6.59 feet;

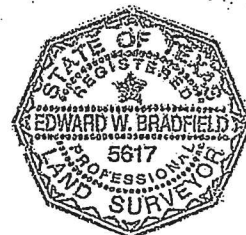
THENCE, along the northerly line of the 4.00 Acres and the southerly line of the 6.00 Acres and the tract herein described, S 81°23'27" W, a distance of 671.39 feet to a ½" iron found in the westerly line of a 1.00 Acre of land per WCAD, of unknown ownership and deed reference, at the northwest corner of the 4.00 Acres for the southwest corner of the 6.00 Acres and the tract herein described;

THENCE, along the easterly line of the 1.00 Acre and the westerly line of the 6.00 Acres, 0.867 Acre and the tract herein described, N 18°53'50" W, passing a ½" iron rod set with a cap stamped "SNS" at the northwest corner of the 6.00 Acres and the southwest corner of the 0.867 Acre at a distance of 152.77 feet, for a total distance of 209.84 feet to an iron rod found in the southerly line of the Missouri Pacific Railroad Company tract at the northeast corner of the 1.00 Acre for the northwest corner of the 0.867 Acre and the tract herein described;

THENCE, along the southerly line of the Missouri Pacific Railroad tract and the northerly line of the 0.867 Acre and the tract herein described, N 41°34'00" E, a distance of 757.25 feet to a ½" iron rod found for the northeast corner of 0.867 Acre and the tract herein described;

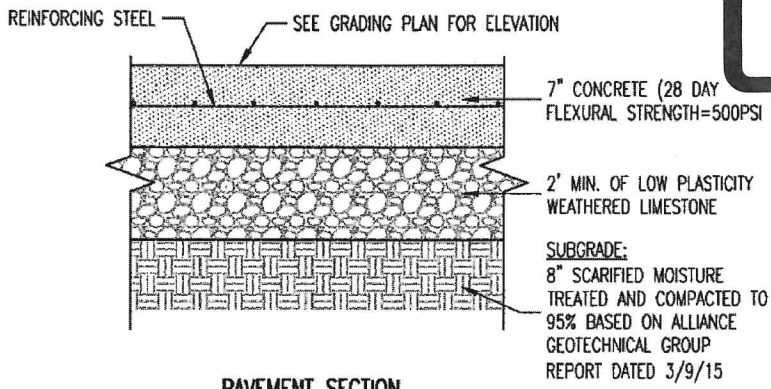
THENCE, leaving the Missouri Pacific Railroad tract and along the easterly line of the 0.867 Acre and the tract herein described, S 19°02'43" E, a distance of 57.24 feet to the Point of Beginning and containing 6.915 Acres of land, more or less, as shown on plat of survey prepared herewith.


Edward W. Bradfield
Registered Professional Land Surveyor No. 5617
State of Texas



EXHIBIT

"B"



REINFORCING STEEL:

#3 BARS AT 18" ON CENTERS IN BOTH DIRECTION.

CONTROL JOINT: DEPTH=1", WIDTH=1/8"

MAXIMUM SPACING OF 25'. IF SAWCUT, CONTROL JOINTS SHOULD BE CUT WITHIN 6-12 hrs OF CONCRETE PLACEMENT

CONSTRUCTION JOINT-SEE DETAIL 15/C700

