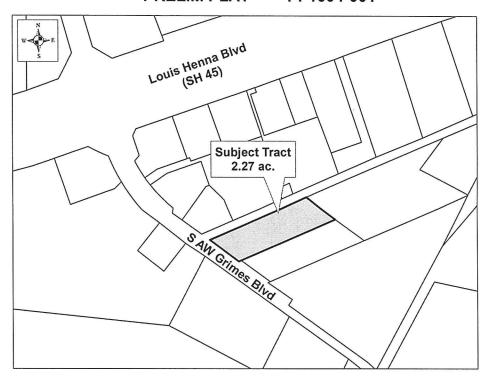
Rock at Roundville PRELIM PLAT PP1604-001



CASE PLANNER: David Fowler

REQUEST: Approval of Preliminary Plat **ZONING AT TIME OF APPLICATION:** C1-A

DESCRIPTION: 2.27 acres out of the Memucan Hunt Survey, Abstract No. 314

CURRENT USE OF PROPERTY: Office

GENERAL PLAN LAND USE DESIGNATION: Commercial

ADJACENT LAND USE:

North: Hotel South: Commercial East: Vacant West: Vacant

PROPOSED LAND USE: Commercial

PROPOSED LOTS BY TYPE:	NUMBER OF LOTS	<u>ACREAGE</u>
Residential - Single Unit: Residential - Multi Unit: Office: Commercial: Industrial: Open/Common Space: ROW: Parkland: Other:	0 0 0 2 0 0 0	0.00 0.00 0.00 2.27 0.00 0.00 0.00 0.00
TOTALS:	2	2.27

Owner: ROCK & ROE LLC 13710 CAYO CANTILIES CT CORPUS CHRISTI, TX 78418Agent

Noble Surveying & Engineering Works, LLC F. P. (Tres) Howland III 7614 Hwy 71 W. Austiin, TX 78735

Rock at Roundville PRELIM PLAT PP1604-001

HISTORY: The Planning and Zoning Commission approved the Rock at Roundville Concept Plan

November 18, 2015.

DATE OF REVIEW: July 20, 2016

LOCATION: Southeast corner of S. A.W. Grimes Blvd. and Roundville Lane.

STAFF REVIEW AND ANALYSIS:

<u>General Plan and Zoning:</u> The General Plan designation for the site is commercial, and the zoning is C-1A (General Commercial Limited). The C1-A district allows a variety of commercial uses at a maximum building height of 5 stories, at this location. The district requires that building exteriors shall be masonry except for doors, windows, and trim, and also has compatibility standards designed to soften the transition from commercial uses to nearby residential areas.

<u>Traffic, Access and Roads:</u> The site has frontage on both S. A.W. Grimes Blvd. and Roundville Lane. A traffic impact analysis will not be required until the site plan is developed for the potential retail use.

<u>Water and Wastewater Service:</u> Water and wastewater service will be served from existing mains on the west and north sides of the site.

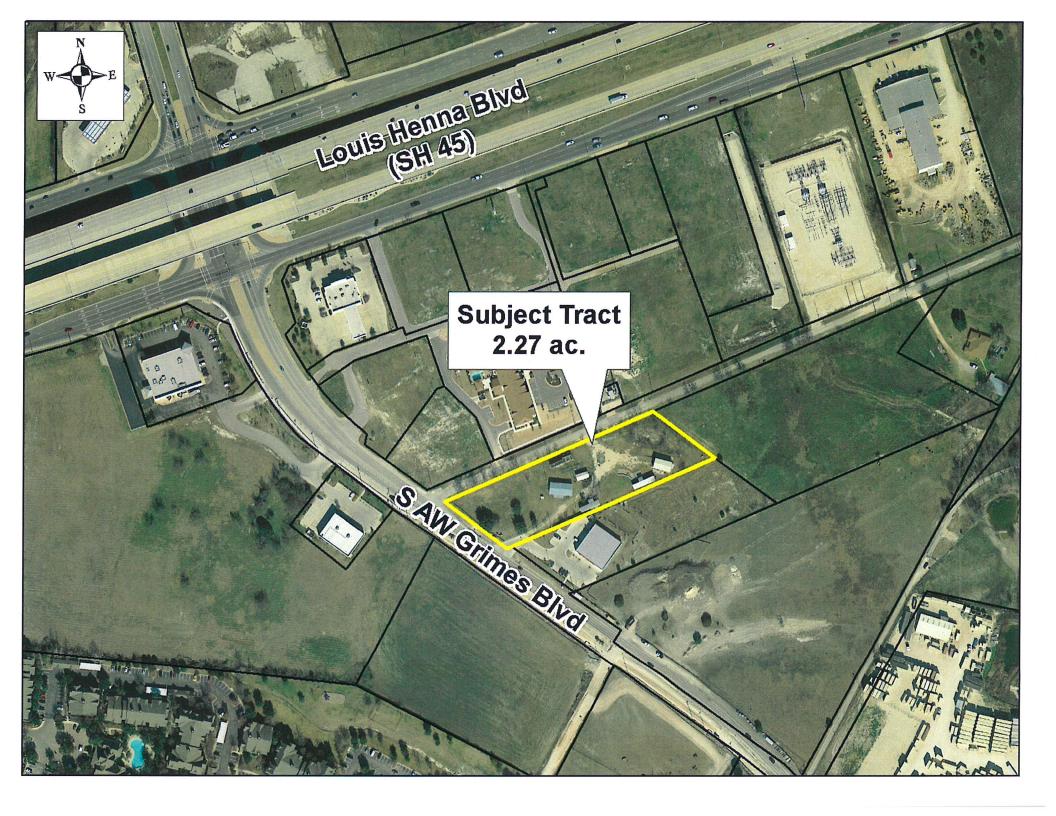
<u>Drainage:</u> A detention pond is proposed to be located on a shared easement on Lot 1 at the eastern extreme of the property.

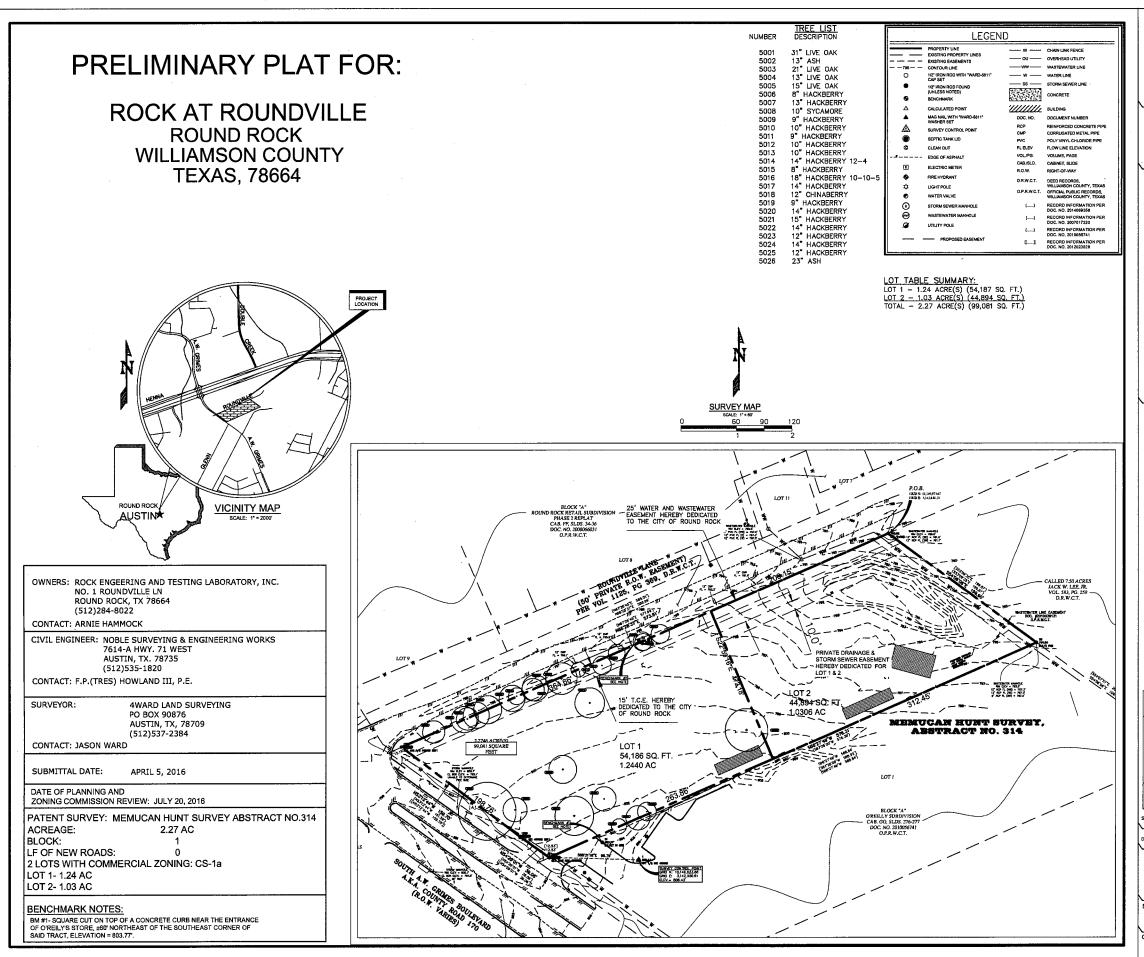
Additional Considerations: The Preliminary Plat is being reviewed concurrently with the Final Plat.

RECOMMENDED MOTION:

Staff recommends approval with the following condition:

- 1. Remove the depiction and callout of the 10' PUE on the Preliminary Plat.
- 2. Remove the words "private" and "easement" from the labeling of Roundville Lane.





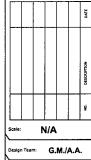
NOBLE SURVEYING & ENGINEERING WORKS, LLC.

TBPE: F#9852

7614-A HWY 71 WEST AUSTIN, TX 78735 (512) 535-1820

PRELIMINARY PLAT

ROCK AT ROUNDVILLE



SHEET 1 0F 2

NSEW Project No: 0318-0001

y Project No:

Modified: Jul. 05, 16 - 17:20 Date/Time: Jul. 06, 15 - 09:34:06

Irawing: N.1 HE Projects/0318-0001/Urawi Jaor: GABE

PRELIMINARY PLAT NOTES:

- NO PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 1% ANNUAL FLOODPLAIN.
- BUILDING SETBACK SHALL BE IN ACCORDANCE WITH CHAPTER 46, ZONING, CITY OF ROUND ROCK CODE OF ORDINANCES, 2010 EDITION, AS AMENDED.
- SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 36, SUBDIVISIONS, CITY OF ROUND ROCK CODE OR ORDINANCES, 2010 EDITION, AS AMENDED, AND WITH THE DESIGN AND CONSTRUCTION STANDARDS.
- A TEN FOOT (10") PUE AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY CONVEYED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON
- THIS PLAT CONFORMS TO THE CONEPT PLAN APPROVED BY THE PLANNING AND ZONING COMMISSION ON 11/18/15.
- NO OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS
- NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0635E EFFECTIVE DATE SEPTEMBER 26, 2006, WILLIAMSON COUNTY,

NOTE:
THE PERPETUAL EASEMENT, RIGHT-OF-WAY, RIGHTS, AND PRIVILEGES HEREIN GRANTED SHALL BE USED FOR THE PURPOSES OF LOCATION, PLACEMENT, REDOCATION, CONSTRUCTION, OPERATION, ENLARGEMENT, REPAIR, REBUILDING, REMOVAL, AND PATROL OF UTILITIES AND ASSOCIATED FACILITIES INCLUDING DUT NOT LIMITED TO: PIPES, VALVES, VALVES, MANHOLES, CHANNELS, CHANNELS, AND ANY MECESSARY ACCESSORIES THERETO INLETS, STRUCTURES, ACCESS FACILITIES, CONDUITS, APPURTENANCES, AND ANY NECESSARY ACCESSORIES THERETO (COLLECTIVELY THE "FACILITIES").

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO ANY AND ALL CONDITION AND RESTRICTIONS, IF ANY, RELATING TO THE HEREIN ABOVE DESCRIBED PROPERTY TO THE EXTENT, AND ONLY TO THE EXTENT, T AT THE SAME MAY STILL BE IN FORCE AND EFFECT AND SHOWN OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS OR TRAVIS COUNTY,

EXCEPT AS OTHERWISE NOTED, THE EASEMENT, RIGHTS AND PRIVILEGES HEREIN GRANTED SHALL BE PERPETUAL, PROVIDED HOWEVER THAT SAID EASEMENT, RIGHTS, AND PRIVILEGES SHALL CEASE AND REVERT TO GRANTORS IN THE EVENT THE UTILITIES ARE ABANDONED OR SHALL CEASE TO BE IN COOPERATION, FOR A PERIOD OF FIVE (5) CONSECUTIVE YEARS

THE PERPETUAL EASEMENT, RIGHT-OF-WAY, RIGHTS, AND PRIVILEGES GRANTED HEREIN ARE EXCLUSIVE, AND GRANTOR COVENANTS NOT TO CONVEY ANY OTHER EASEMENT OR CONFLICTING RIGHTS WITHIN THE PREMISES COVERED BY THIS GRANT, WITHOUT THE EXPRESS WRITTEN CONSENT OF GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. GRANTEE SHALL HAVE: THE RIGHT TO REVIEW ANY PROPOSED EASEMENT OR CONFLICTING USE TO DETERMINE THE EFFECT, IF ANY, ON THE FACILITIES CONTEMPLATED HEREIN. PRIOR TO GRANTING ITS CONSENT FOR OTHER EASEMENTS, GRANTEE MAY REQUIRE REASONABLE SAFEGUARDS TO PROTECT THE INTEGRITY OF THE FACILITIES THEREON.

- GRANTOR FURTHER GRANTS TO GRANTEE:
 (A) THE RIGHT TO INSTALL ADDITIONAL FACILITIES ON THE EASEMENT TRACT;
- (8) THE RIGHT TO GRADE THE EASEMENT FOR THE FULL WIDTH THEREOF AND TO EXTEND THE CUTS AND FILLS FOR SUCH GRADING INTO AND ONTO THE LAND ALONG AND OUTSIDE THE EASEMENT TO SUCH EXTENT AS GRANTEE MAY FIND REASONABLY
- (C) THE RIGHT OF INGRESS TO AND EGRESS FROM THE EASEMENT OVER AND ACROSS GRANTOR'S PROPERTY BY MEANS OF ROADS AND LANES THEREON. IF SUCH EXIST: OTHERWISE BY SUCH ROUTE OR ROUTES AS SHALL OCCASION THE LEAST PRACTICABLE DAMAGE AND INCONVENIENCE TO GRANTOR; PROVIDED THAT SUCH RIGHT OF INGRESS AND EGRESS SHALL NOT EXTEND TO ANY PORTION OF GRANTOR'S PROPERTY WHICH IS ISOLATED FROM THE EASEMENT BY ANY PUBLIC HIGHWAY OR ROAD NOW CROSSING OR HEREAFTER CROSSING THE PROPERTY; THE FOREGOING RIGHT OF INGRESS AND EGRESS INCLUDES THE RIGHT OF THE GRANTEE AND ASSIGNED EMPLOYEES OF GRANTEE TO DISASSEMBLE, REMOVE, TAKE DOWN, AND CLEAR AWAY ANY FENCE, BARRICADE, OR OTHER STRUCTURE WHICH OBSTRUCTS, PREVENTS, OR HINDERS GRANTEE'S INGRESS TO AND EGRESS FROM THE GRANTOR'S PROPERTY, AND SHOULD GRANTEE DEEM IT NECESSARY TO SO DISASSEMBLE, REMOVE, TAKE DOWN, OF CLEAR AWAY ANY SUCH FENCE, BARRICADE, OR OTHER STRUCTURE, GRANTEE SHALL, AS SOON AS IS REASONABLY FEASIBLE, REPLACE OR RESTORE GRANTOR'S PROPERTY TO AS SIMILAR A CONDITION AS REASONABLY PRACTICABLE AS EXISTED IMMEDIATELY PRIOR TO GRANTEE'S ACTIONS PURSUANT TO THIS PROVISION, UNLESS SAID FENCE, BARRICADE, OR OTHER STRUCTURE IS INCONSISTENT WITH THE RIGHTS CONVEYED TO GRANTEE HEREIN;
 (D) THE RIGHT OF GRADING FOR, CONSTRUCTION, MAINTAINING AND USING SUCH ROADS ON AND ACROSS THE PROPERTY AS
- GRANTEE MAY DEEM NECESSARY IN THE EXERCISE OF THE RIGHT OF INGRESS AND EGRESS OR TO PROVIDE ACCESS TO PROPERTY ADJACENT TO THE EASEMENT:
- (E) THE RIGHT FROM TIME TO TIME TO TRIM AND TO CUT DOWN AND CLEAR AWAY ANY AND ALL TREES AND BRUSH NOW OR HEREAFTER ON THE EASEMENT AND TO TRIM AND TO CUT DOWN AND CLEAR AWAY ANY TREES ON EITHER SIDE OF THE EASEMENT WHICH NOW OR HEREAFTER IN THE OPINION OF GRANTEE MAY BE A HAZARD TO ANY PIPELINE; VALVES, APPLIANCES, FITTINGS, OR OTHER IMPROVEMENTS BY REASON OF THE DANGER OF FALLING THEREON OR ROOF INFILTRATION THEREIN, OR WHICH MAY OTHERWISE INTERFERE WITH THE EXERCISE OF GRANTEE'S RIGHTS HEREUNDER; PROVIDED HOWEVER, THAT ALL TREES WHICH GRANTEE IS HEREBY AUTHORIZED TO CUT AND REMOVE, IF VALUABLE FOR TIMBER OR FIREWOOD, SHALL CONTINUE TO BE THE PROPERTY OF GRANTOR, BUT ALL TOPS, LOPS, BRUSH AND REFUSE WOOD SHALL BE BURNED OR REMOVED BY
- (F) THE RIGHT TO MARK THE LOCATION OF THE EASEMENT BY SUITABLE MARKERS SET IN THE GROUND; PROVIDED THAT SUCH MARKERS SHALL BE PLACED IN FENCES OR OTHER LOCATIONS WHICH WILL NOT INTERFERE WITH ANY REASONABLE USE GRANTOR SHALL MAKE OF THE EASEMENT:

GRANTEE HEREBY COVENANTS AND AGREES

- (A) GRANTEE SHALL NOT FENCE THE EASEMENT;
- (B) GRANTEE SHALL PROMPTLY BACKFILL ANY TRENCH MADE BY IT ON THE EASEMENT AND REPAIR ANY DAMAGE IT SHALL DO TO GRANTORS PRIVATE ROADS OR LANES ON THE LANDS:
- (C) TO THE EXTENT ALLOWED BY LAW, GRANTEE HALL INDEMNIFY GRANTOR AGAINST ANY LOSS AND DAMAGE WHICH SHALL BE CAUSED BY THE EXERCISE OF THE RIGHTS OF INGRESS AND EGRESS OR BY ANY WRONGFUL OR NEGLIGENT ACT OR OMISSION OF GRANTEE'S AGENTS OR EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.
- IT IS UNDERSTOOD AND AGREED THAT ANY AND ALL EQUIPMENT PLACED UPON SAID PROPERTY SHALL REMAIN THE PROPERTY OF

GRANTOR HEREBY DEDICATES THE EASEMENT FOR THE PURPOSES STATED HEREIN.

TO HAVE AND TO HOLD THE RIGHTS AND INTERESTS DESCRIBED UNTO GRANTEE AND ITS SUCCESSORS AND ASSIGNS, FOREVER, TOGETHER WITH ALL AND SINGULAR ALL USUAL AND CUSTOMARY RIGHTS THERETO IN ANYWISE BELONGING, AND TOGETHER WITH THE RIGHT AND PRIVILEGE AT ANY AND ALL TIMES TO ENTER SAID PREMISES, OR ANY PART THEREOF, FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING SAID UTILITIES AND FOR MAKING CONNECTIONS THEREWITH, AND GRANTOR DOES HEREBY BIND ITSELF. IT'S SUCCESSORS AND ASSIGNS AND LEGAL REPRESENTATIVES. TO WARRANT AND FOREVER DEFEND, ALL AND SINGULAR, THE SAID EASEMENT AND RIGHTS AND INTERESTS UNTO THE CITY OF ROUND ROCK, TEXAS, ITS SUCCESSORS AND ASSIGN AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.



TBPE: F#9852

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ISEW Project No:

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