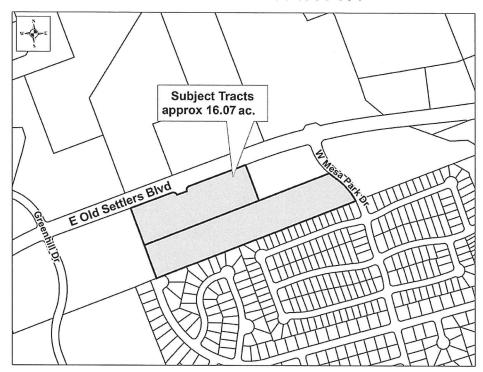
Mesa Creek Office Building, Phase 1 FINAL PLAT FP1701-004



CASE PLANNER: David Fowler **REQUEST:** Approval of minor plat

ZONING AT TIME OF APPLICATION: C-1

DESCRIPTION: 16.07 acres out of the David Curry Survey, Abstract No. 130

CURRENT USE OF PROPERTY: Vacant

GENERAL PLAN LAND USE DESIGNATION: Commerical

ADJACENT LAND USE:

North: Multi-family South: Residential East: Office

West: Light Industrial

PROPOSED LAND USE: Office

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	0.00 0.00 0.00 16.07 0.00 0.00 0.00 0.00
TOTALS:	2	16.07

Owner:

AMERICAN BANK OF TEXAS NA Attn: ACCOUNTS PAYABLE

P.O. BOX 888

MARBLE FALLS, TX 78654-

Agent

Halff Associates, Inc. Justin C. Madding 9500 Amberglen Blvd., Bldg. F, Ste. 125

Austin, TX 78729

Mesa Creek Office Building, Phase 1 FINAL PLAT FP1701-004

HISTORY: There is no legislative history for the parcels covered in the plat.

DATE OF REVIEW: February 1, 2017

LOCATION: South frontage of E. Old Settlers Boulevard, west of Greenhill Drive

STAFF REVIEW AND ANALYSIS:

General Plan and Zoning: The General Plan designation for this site is Commercial and the zoning is C-1, General Commercial. The C-1 General Commercial district supports a variety of commercial uses including restaurant, retail, auto sales, office, overnight accommodations, and medical office. The C-1 zoning regulations include landscaping, design standards, and building material requirements to ensure quality and attractive development. In the C-1 district, the exteriors of all buildings must be masonry, except for doors, windows and trim. The zoning and the proposed office use conform to the General Plan.

<u>Traffic, Access and Roads:</u> The plat site has access to East Old Settlers Boulevard and Mesa Park Drive. A Traffic Impact Analysis will not be required for this plat. Lot 1 will be required to take access from the existing driveway stub and will ultimately have access to W. Mesa Park Drive via cross access between the two lots. Lot 2 will be required to utilize the existing joint access driveways with Old Settler's Center, Lot 1, Block A, while also having acess to the curb cut into Lot 1. The easements granting this access must be recorded prior to the site plan permit being issued for the proposed office use.

<u>Water and Wastewater Service:</u> The plat will be served via an 8" water line that currently terminates at the western edge of the property along E. Old Settlers Boulevard. This waterline will loop to connect to a 12-inch line running along Mesa Park Drive. Wastewater service will connect to a proposed manhole on the plat site. A looped water line would connect this manhole to an existing 8-inch wastewater line via a manhole near the median on the northern side of the property along E. Old Settlers Boulevard.

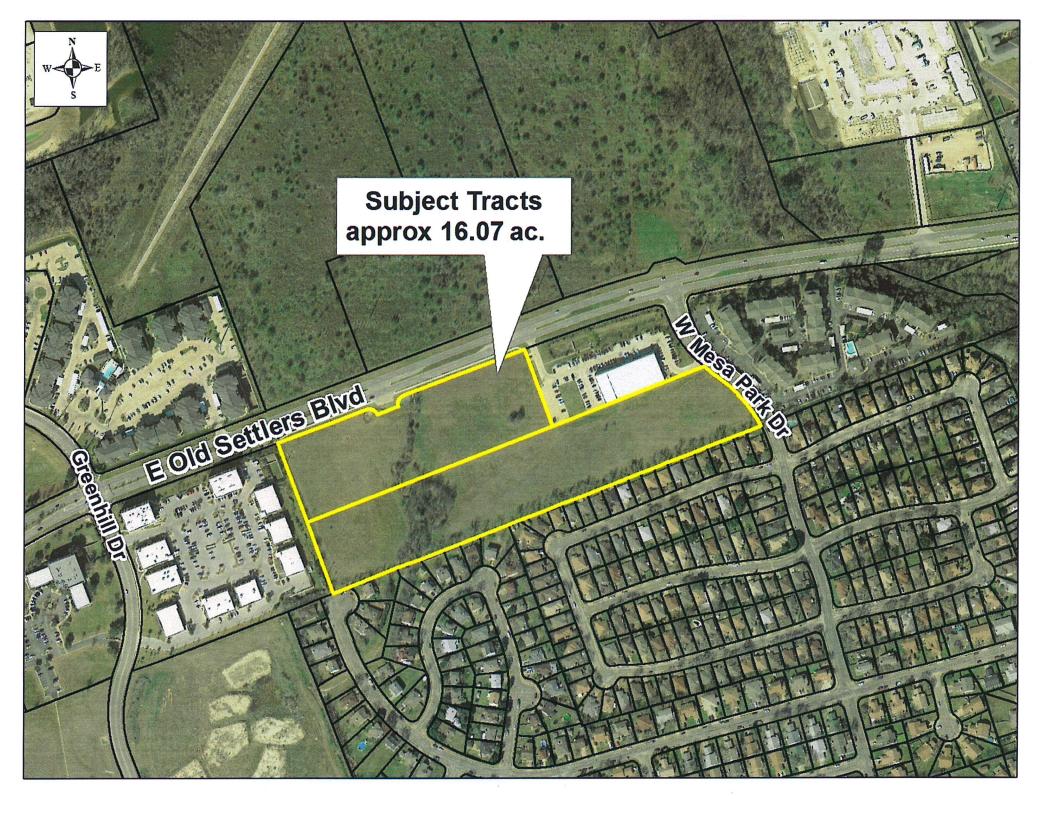
<u>Drainage:</u> The site will have detention and water quality ponds outfalling into the 25-year floodplain near the center of the plat.

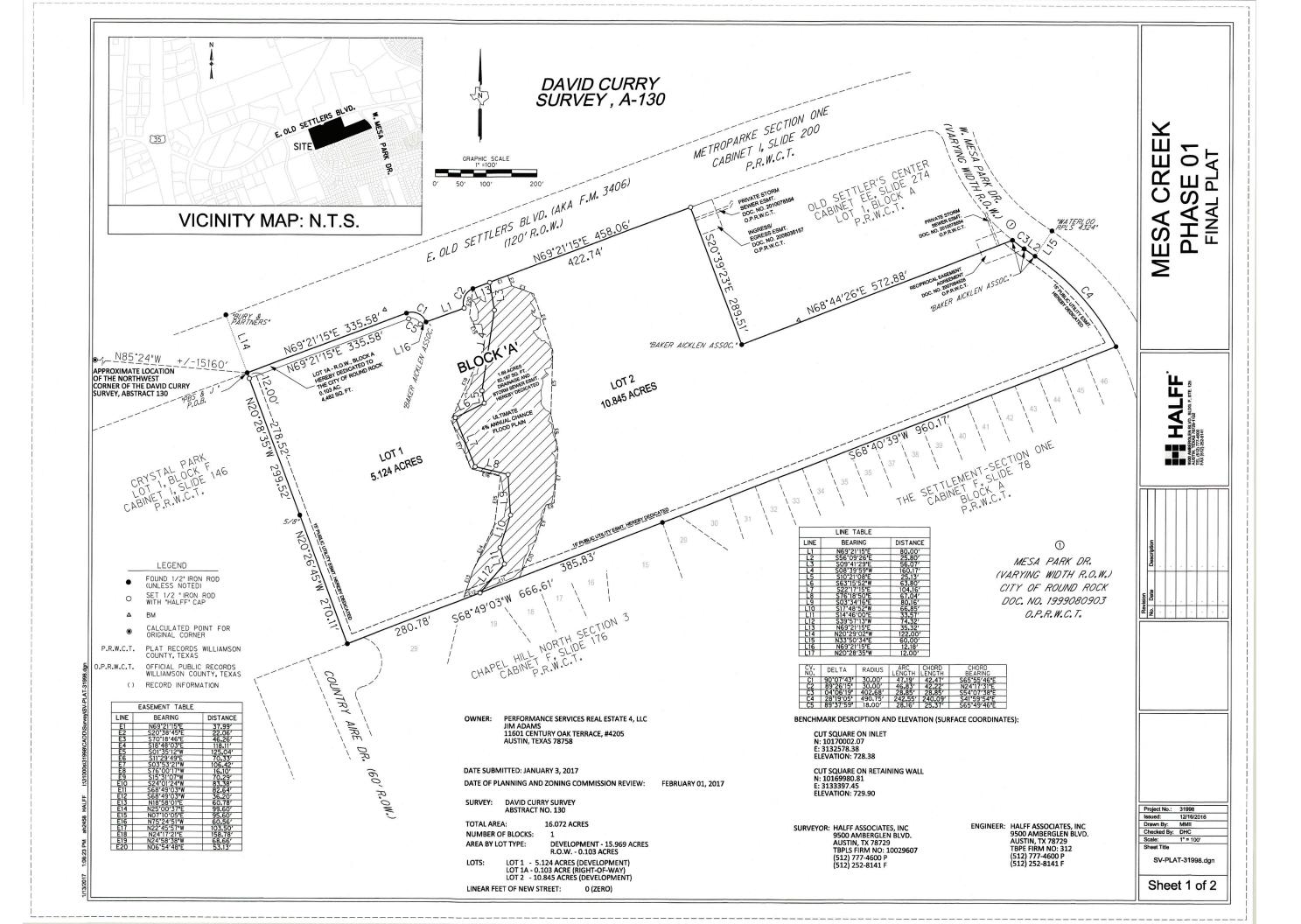
<u>Additional Considerations:</u> This application qualifies as a minor plat due to having two or fewer lots. The Transportation department is not requiring a Traffic Impact Analysis, and no requirement for offsite public improvements.

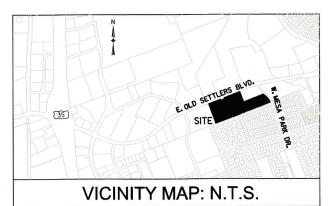
RECOMMENDED MOTION:

Staff recommends approval with the following conditions:

1. Cross access between lots 1 and 2 will be required. Depict the cross acess on the site plan and dedicate an easement via separate instrument prior to closeout.







BEING A 16.072 ACRES TRACT SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 9.836 ACRES TRACT, DESCRIBED AS TRACT 1 AND ALL OF A CALLED 6.249 ACRES TRACT, DESCRIBED AS TRACT 2, BOTH IN A SUBSTITUTE TRUSTEE'S DEED TO AMERICAN BANK OF TEXAS, N.A. AND RECORDED IN DOC. NO. 2010074108 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "PBS&J" found in the south right-of-way line of Old Settler's Blvd. (AKA F.M. 3406), a 120-feet wide right-of-way according to Metroparke Section One, a legal subdivision according to the plat of record in Cabinet I, Slide 200, of the Plat Records of Williamson County, Texas (P.R.W.C.T.), for the northwest corner of said 6.249 acres tract, same being the northeast corner of Lot 1, Block F, Crystal Park, a legal subdivision according to the plat of record in Cabinet I, Slide 146 of said P.R.W.C.T.;

THENCE with said south right-of-way line of Old Settler's Blvd., same being the north line of said 6.249 acres tract, the following five (5) courses and distances:

- 1. N69°21'15"E a distance of 335.58 feet to a ½-inch iron rod found for a point of curvature to
- 2. with the arc of said curve to the right a distance of 47.19 feet, said curve having a radius of 30.00 feet, a central angle of 90°07'43", and a chord bearing S65°55'46"E a distance of 42.47 feet to a ½-inch iron rod with plastic cap stamped "BAKER AICKLEN ASSOC." found,
- N69°21'15"E a distance of 80.00 feet to a ½-inch iron rod with plastic cap stamped "HALLF" set for a non-tangent point of curvature to the right,
- 4. with the arc of said curve to the right a distance 46.83 feet, said curve having a radius of 30.00 feet, a central angle of 89°26′15″, and a chord bearing N24°17′31″E a distance of 42.22 feet to a ½-inch iron rod found for a point of tangency, and
- 5. N69°21′15″E a distance of 458.06 to a 1/2-inch iron rod with plastic cap stamped "HALFF"set for the northeast corner of said 6.249 acres tract, same being the northwest corner of Lot 1, Block A, Old Settler's Center, a legal subdivision according to the plat of record in Cabinet EE, Slide 274, of the Plat Records of Williamson County, Texas;

THENCE leaving said south right-of-way line of Old Settler's Blvd, with the east line of said 6.249 acres tract, same being the west line of said Lot 1, Block A, Old Settler's Center, \$20°39'23″E a distance of 289.51 feet to a 1/2-inch iron rod with plastic cap stamped "Baker Alcklen Assoc." found in the north line of said 9.836 acres, for the southeast corner of said 6.249 acres tract, same being the southwest corner of said Lot 1, Block A, Old Settler's Center;

THENCE with said north line of the 9.836 acres tract, same being the south line of Lot 1, Block A, Old Settler's Center N68°44′26″E a distance of 572.88 feet to a 1/2-inch iron rod with plastic cap stamped "Baker Aicklen Assoc." found in the curving west right-of-way line of Mesa Park Drive, a varying width right-of-way according to a Cash Warranty Deed to City of Round Rock as recorded in Document No. 199080903 of said Official Public Records of Williamson County, Texas, for the southeast corner of said Lot 1, Block A, Old Settler's Center, same being the neast corner of said 9.836 acres tract

THENCE with said west right-of-way line of Mesa Park Drive, same being the east line of said 9.836 acres tract the following three (3) courses and distances:

- 1. with the arc of a curve to the left a distance of 28.85 feet, said curve having a radius of 402.68 feet, a central angle of 04°06′19″ and a chord bearing S54°07′38″ E a distance of 28.85 feet to a 1/2-inch iron rod with plastic cap stamped "Baker Aicklen Assoc." found for a point of
- 2. S56°09′26″E a distance of 25.80 feet to a 1/2-inch iron rod with plastic cap stamped "Baker Aicklen Assoc." found for a point of curvature to the right, and
- 3. with the arc of said curve to the right a distance of 242.55 feet, said curve having a radius of 490.75 feet, a central angle of 28°19'05" and a chord bearing S41°59'54" E a distance of 240.09 feet to a 1/2-inch iron rod found in said west right-of-way line of Mesa Park Drive for the southeast corner of said 9.836 acres tract, same being the northeast corner of Lot 46, Block A, The Settlement Section One, a legal subdivision according to the plat of record in Cabinet F, Slides 78 of said Plat Records of Williamson County, Texas;

THENCE leaving said west right-of-way line of Mesa Park Drive, with the south line of said 9.836 acres tract, same being the north lines of Lots 29-46, of said The Settlement - Section One, S68°40′39″W a distance of 960.17 feet to a 1/2-inch iron rod found for an angle point in said south line of the 9.836 acres tract, same being the northwest corner of said Lot 29, The Settlement - Section One and the northeast corner of Lot 15, Block F, Chapel Hill North Section 3, a legal subdivision according to the plat of record in Cabinet F, Slide 176 of said Plat Records

THENCE with the north line of said Chapel Hill North Section 3, same being said south line of the 9.836 acres tract, \$68*49'03W a distance of \$66.61 feet to a 1/2-inch iron rod found in said north line of Chapel Hill North Section 3, same being the north right-of-way line of Country Aire Drive, a 60-feet wide right-of-way according to said Chapel Hill North Section 3, for the corner of said 9.836 acres tract, same being the southeast corner of said Lot 1, Block

THENCE leaving said north line of Chapel Hill North Section 3 and said north right-of-way line of Country Aire Drive, with said east line of Lot 1, Block F, Crystal Park, same being the west line of said 9.836 acres tract, N20°26′45″W a distance of 270.11 feet to a to 5/8-in iron rod found for an angle point in said east line of said Lot 1, Block F, Crystal Park for the northwest corner of said 9.836 acres tract, same being the southwest corner of said 6.249 acres tract;

CONTINUING with said east line of Lot 1, Block F, Crystal Park, same being the west line of said 6.249 acres tract N20°28′35″W a distance of 299.52 feet to said POINT OF BEGINNING and containing 16.072 acres.

THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

That Performance Services Real Estate 4, LLC, an Indiana Limited Liabilty Company, as the owner of that certain 16.072 acre tract of land recorded in Document Number 2010074108 of the Official Records of Williamson County, Texas do hereby certify that there are no lien holders and dedicate to the public forever use of the streets, alleys, easements and all other lands intended for public dedication as shown hereon to be

Performance Services Real Estate 4, LLC

Jim Ada	
Jim Ada	ms
General	Manager

THE STATE OF TEXAS § COUNTY OF WILLIAMSON § This instrument was acknowledged before me on the ____day of _____, 2017, by, Jim Adams, as General Manager of Performance Services Real Estate 4, LLC, an Indiana Limited Liabilty Company, on behalf of said Performance Services Real Estate 4, LLC.

Printed Name:	
My Commission Expires:	

THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

That I, Nancy Rister, clerk of	the county of	ourt of said county,	do hereb	y certify tha	t th
foregoing instrucment in wri	ting, with its	certification of auth	nenticatio	n, was filed	for
record in my office on the	day of	A.D., 20	., at	o'clock	
and duly recorded on the	day of	, A.D., 20	_at	oʻclock	_m.
in the plat records of said co	unty, in docu	ment no.			

Witness my hand and seal of the county court of said county, at office in Georgetown,

Nancy Rister, clerk, county court Williamson County, Texas

By:
Depu

Approved this _____day of ______, 2017 , by the City of Planning and Zoning Commission of the City of Round Rock, Texas, and authorized to be filed for record by the County Clerk of Williamson County, Texas.

THE STATE OF TEXAS \$
COUNTY OF WILLIAMSON \$
That I, Dan Clark, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with Chapter 36, subdivisions, Code of Ordinances, City of Round Rock, 2010 Edition as amended.

Date

Dan Clark Registered Professional Land Surveyor No. 6011 State of Texas Halff Associates, Inc.

TBPLS, Firm Registration No. 10029607 9500 Amberglen Blvd., Bldg. F, Ste. 125 Austin, Texas 78729

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
That I, Justin Madding, do hereby certify that the information contained on this plat complies with Chapter 36, Subdivisions, Code of Ordinances, City of Round Rock, 2010 Edition as amended, and the Design and Construction Standards adopted by the City of Round Rock, Texas.

Justin Madding

Lifensed Professional Engineer No. 122139

State of Texas

Excensed Professional Engineer No. 1221 Grate of Texas Halff Associates, Inc. TBPE, Firm Registration No. 312 9500 Amberglen Blvd., Bldg. F, Ste. 125 Austin, Texas 78729



*

6011

The perpetual easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal, and patrol of utilities and associated facilities including but not limited to: pipes, valves, vaults, manholes, channels, inlets, structures, access facilities, conduits, appurtenances, and any necessar accessories thereto (collectively the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the herein above described property to the extent, and only to the extent, that 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

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 operation, 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;
(b) 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 necessary;
(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, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, realized or reasters Grantery's property to as similar a condition as reasonably practicable as existed 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

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 root 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 figured chall capting to be the property of Grantoe, but all troes long trules wood shall be firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be

burned or removed by Grantee; (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 shall 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 Grantee.

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 assigns, against every person whomsoever lawfully claiming or to claim the same or any part

GENERAL NOTES:

- 1. Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203. All coordinates and distances are U.S. survey feet, shown in Surface values and may be converted to Grid using the surface adjustment factor of 1.00011.
- 2. 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 48491C0495E, effective date September 22, 2006, for Williamson County, Texas.
- 3. Building setbacks shall be in accordance with Chapter 46, Zoning, Code of Ordinances, City of Round Rock, Texas, 2010 Edition, as amended.
- 4. Sidewalks shall be constructed in accordance with Chapter 36, Subdivisions Code of Ordinances, City of Round Rock, Texas, 2010 Edition, as amended, and with the Design and
- 5. 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.
- Subdivision walls shall be located and constructed in accordance with Chapter 36, Subdivisions, Code of Ordinances, City of Round Rock, Texas, 2010 Edition, as amended. 7. No obstructions, including but not limited to fencing or storage, shall be permitted in any
- 8. Minimum finished floor elevation(s) shall be a minimum of two (2) feet above the ultimate 1%

9. No fences, structures, storage, or fill shall be placed within the limits of the ultimate 1% annual chance floodplain; unless approved by the City Engineer. Fill may only be permitted by the City Engineer after approval of the proper analysis.

10. No portion of this tract is encroached by the ultimate 1% annual chance floodplain.

Ш AT 0 2 ШΖ $\overline{\Omega}$ FINAL I S Ш



	Description					
	H	11	Ė	Ė	-	ŀ
Revision	Date					
Rev	No.					

Project No.:	31998
Issued:	12/16/2016
Drawn By:	MMII
Checked By:	DHC
Scale:	1" = 100'
Sheet Title	
	Issued: Drawn By: Checked By: Scale:

SV-PLAT-31998.dgn

Sheet 2 of 2