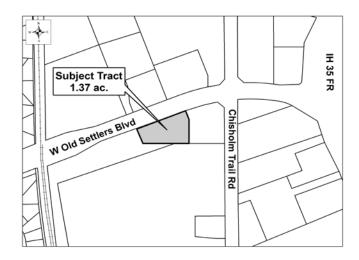
### Chisholm Trail Tech Center Sec. 1, Lot 1 FINAL PLAT FP2010-003



#### CASE PLANNER: CAITLYN REEVES

**REQUEST:** Approval of a Final Plat for 1 development lot.

**ZONING AT TIME OF APPLICATION:** LI (Light Industrial) with a pending rezone to C-1a (General Commercial - Limited)

DESCRIPTION: 1.37 acres out of the David Curry Survey, Abstract No. 130

CURRENT USE OF PROPERTY: Vacant and undeveloped.

#### COMPREHENSIVE PLAN LAND USE DESIGNATION: Commercial

#### ADJACENT LAND USE:

North: (across Old Settlers Blvd./FM 1431) drug store and light manufacturing - PUD (Planned Unit Development) No. 63 and LI (Light Industrial) South: Vacant, zoned LI (Light Industrial) East: Vacant, zoned LI (Light Industrial) West: Vacant, zoned LI (Light Industrial)

#### PROPOSED LAND USE:

	PROPOSED LOTS BY TYPE:	NUMBER OF LOTS	<u>ACREAGE</u>
	Residential - Single Unit:	0	0
	Residential - Multi Unit:	0	0
	Office:	0	0
	Commercial:	0	0
	Industrial:	1	1.37
	Open/Common Space:	0	0
	ROW:	0	0
	Parkland:	0	0
	Other:	0	0
тс	TALS:	1	1.37

Owner:	Agent:
Chisholm Trail Developers Venture, LTD	Waeltz & Prete, Inc.
David Bodenman	Antonio A. Prete, P.E.
211 E. 7th St., Ste. 709	211 N. A.W. Grimes Blvd.
Austin, TX 78701	Round Rock, TX 78665

# Chisholm Trail Tech Center Sec. 1, Lot 1

# FINAL PLAT FP2010-003

**HISTORY:** The Planning and Zoning Commission approved a Concept Plan (CP1706-001) on September 20, 2017 and a Preliminary Plat (PP1710-001) on December 6, 2017 for a 73.58-acre tract.

DATE OF REVIEW: November 18, 2020

LOCATION: Southwest corner of Chisholm Trail Rd. and E. Old Settlers Blvd.

#### STAFF REVIEW AND ANALYSIS:

<u>General Plan and Zoning</u>: The Future Land Use Map designates the site for commercial uses. The property is zoned as LI (Light Industrial) but is pending a rezone from LI to C-1a (General Commercial- Limited). The LI zoning district allows for light manufacturing and assembly, warehouses, offices, and other similar uses. The C-1a zoning district allows for retail sales and services, offices, and other similar uses.

<u>Compliance with the Preliminary Plat</u>: As shown, this Final Plat is in compliance with the Preliminary Plat (PP1701-001) approved on December 6, 2017.

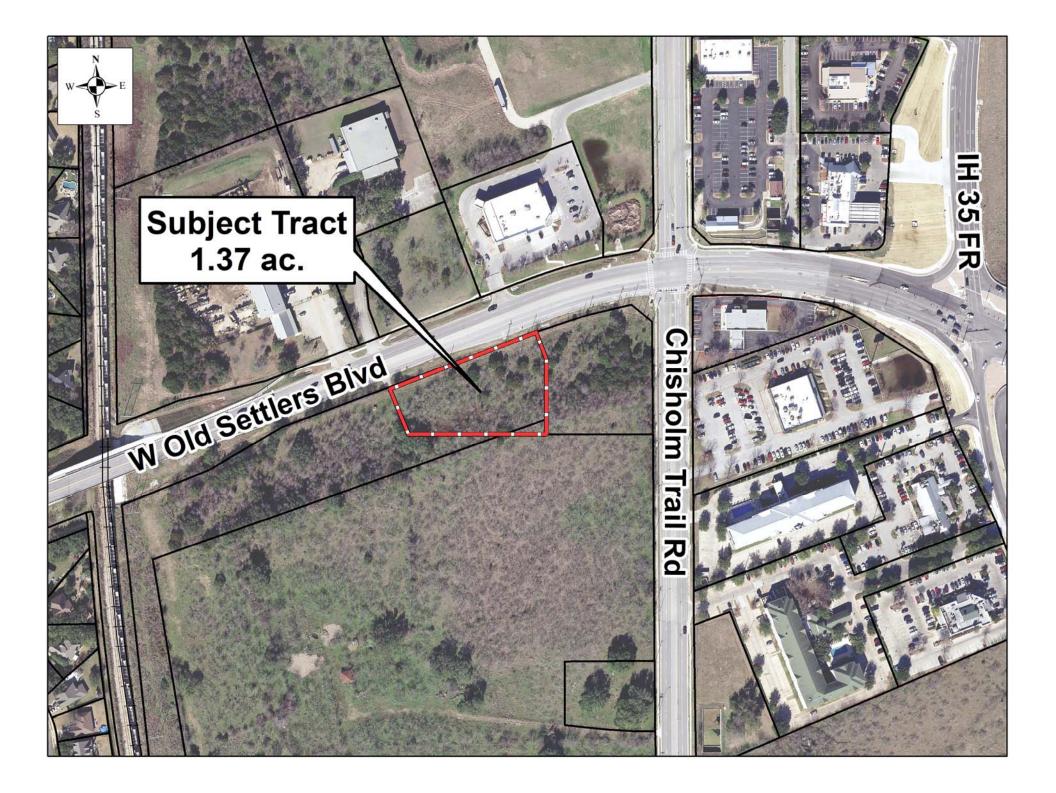
<u>Traffic, Access, and Roads:</u> A Traffic Impact Analysis (TIA1706-0003) was approved in December of 2017 for the subject tract. Driveway access points will be determined at the site development plan review stage.

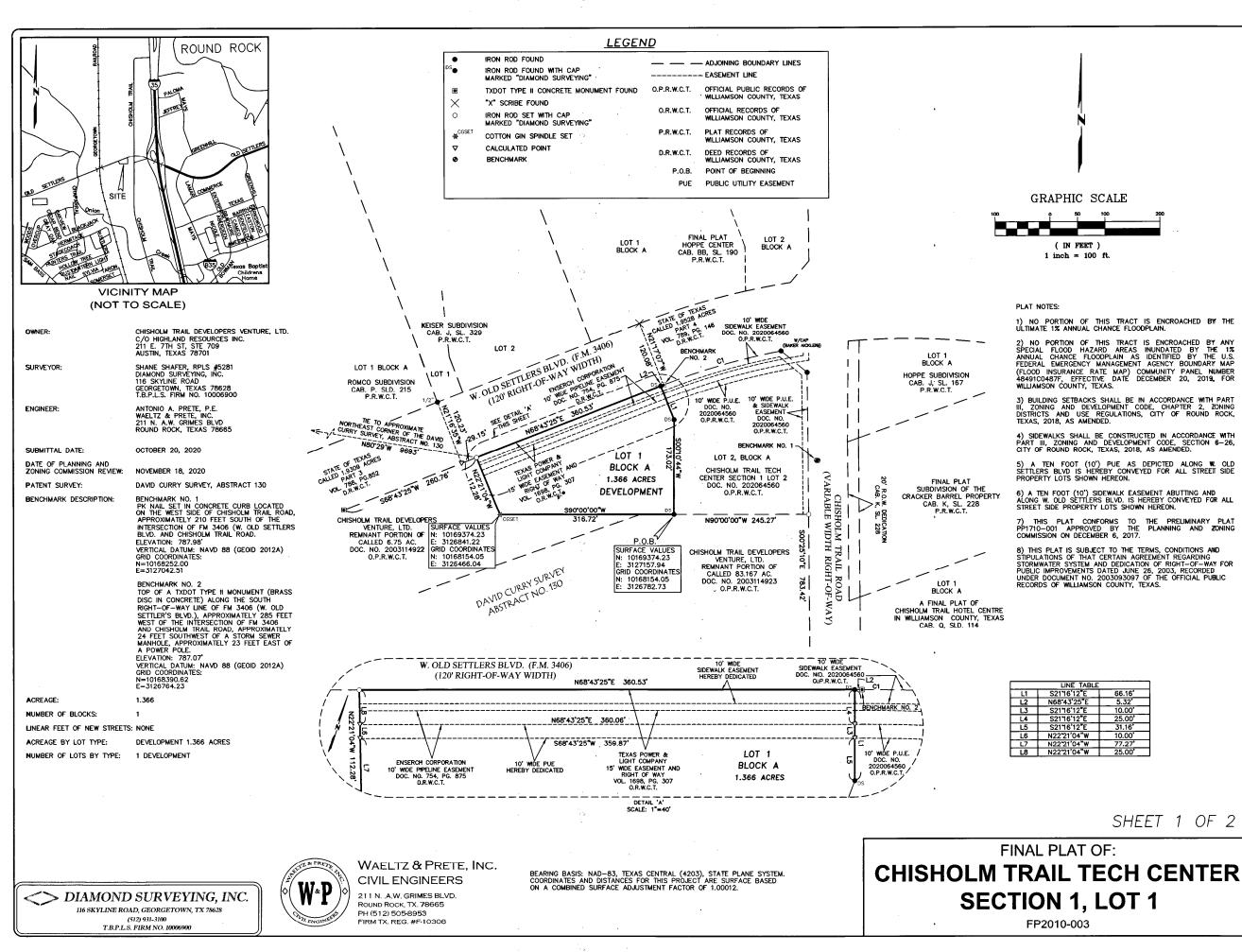
<u>Water and Wastewater Service:</u> Water and wastewater will be provided by the City of Round Rock. Water service will be obtained by connecting to an existing 12-inch water line stub located along Chisholm Trail Road. Wastewater service will be obtained by connecting to an existing 8-inch wastewater line. Both services will be accessed via a public easement through Lot 2 of Chisholm Trail Tech Center Sec. 1 and final alignments will be determined at the site development plan review stage.

<u>Drainage:</u> A flood study was approved with the Preliminary Plat. The applicant intends to provide an on-site water quality pond in the north east corner of the subject lot. The location and capacities will be determined at the site development review stage.

#### **RECOMMENDED MOTION:**

Staff recommends approval.





(FLOOD INSURANCE RATE MAR) COMMUNITY PANEL NUMBER 48491C0487F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

LINE TABLE				
L1	S21"16'12"E	66.16		
L2	N68*43'25"E	5.32'		
L3	S21"16'12"E	10.00'		
L4	S21"16'12"E	25.00'		
L5	S2116'12"E	31.16'		
L6	N22*21'04"W	10.00'		
L7	N22*21'04*W	77.27		
L8	N22*21'04"W	25.00'		

## SHEET 1 OF 2

#### METES AND BOUNDS DESCRIPTION

FOR A 1.366 ACRE TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE REMNANT PORTION OF THE CALLED 6.75 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003/14922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PART OF THE REMNANT PORTION OF THE CALLED 8.167 ACRE TRACT OF LAND CONVEYED TO CHISHOLM TRAIL DEVELOPERS VENTURE, LTD., RECORDED IN DOCUMENT NO. 2003/14923 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.366 ACRE TRACT OF LAND CONVEYED PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap marked "Diamond Surveying" monumenting the southwest corner of Lot 2, Block A, Chisholm Trail Tech Center Section 1 Lot 2, a subdivision recorded in Document No. 2020064560, Official Public Records of Williamson County, Texas, same being on a point in the interior of said 83.167 Chisholm Trail Developers Venture, LTD tract, for the southeast corner and POINT OF BEGINNING hereof;

THENCE, in part through the interior of sold 83.167 acre Chisholm Trail Developers Venture, LTD. Tract, and in part through the interior of sold 6.75 acre Chisholm Trail Developers Venture, LTD. tract, the following two (2) courses and distances:

1. N 90'00'00" W for a distance of 316.72 feet to a Cotton Gin Spindle set in the interior of said 6.75 acre Chisholm Trail Developers Venture, LTD. tract, for the southwest corner hereof;

2. S 2221'04" W for a distance of 112.28 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the north boundary line of said remnant portion of the called 8.75 acre Chisholm Trail Developers Venture, LTD. tract, the south boundary line of the called 1.9528 acre tract of lond conveyed to State of Texas, recorded in Volume 789, Page 146, Deed Records of Williamson County, Texas, and the south right-of-way line of W. Old Settlers Bouleward (F.M. 3406) (120' right-of-way width), for the northwest corner hereof, from which a TXDOT Type II monument found (Drass disc in correte) monumenting an angle point in said north boundary line of the called 1.9309 acre tract of land conveyed to State of Texas, recorded in Volume 788, Page 852, Deed Records of Williamson County, Texas, and said south right-of-way line of W. Old Settlers Boulevard (F.M. from the called 6.75 acre Chisholm Trail Developers Venture, LTD. tract, the south boundary line of the called 1.9309 acre tract of land conveyed to State of Texas, recorded in Volume 788, Page 852, Deed Records of Williamson County, Texas, and said south right-of-way line of W. Old Settlers Boulevard, bears S 68'43'25" W for a distance of 260.76 feet;

**THENCE**. N 68'43'25" E with the north boundary line of said remnant portion of the called 6.75 acre Chisholm Trail Developers Venture. LTD tract, same being with said south right-of-way line W. Old Settlers Boulevard and the south boundary line of said 1.9528 acre State of Texas tract, for a distance of 360.53 feet to a 1/2' iron rad found with cap marked "Diamond Surveying" monumenting the northeast corner of said remnant portion of the called 6.75 acre Chisholm Trail Developers Venture. LTD. tract and the northeast corner of said Lot 2, Block A, for the northeast corner hereof, from which a TxDOT Type II monument found (brass disc in concrete) monumenting the beginning of a curve to the right on the north boundary line of said Lot 2, Block A, the south boundary line of said 1.9528 acre State of Texas tract, and soid south right-of-way line of W. Old Settlers Boulevard, bears N 68'43'25" E for a distance of 5.32 feet:

THENCE with the west boundary line of said Lot 2, Block A, in part with the east boundary line of said 6.75 acre Chisholm Trail Developers Venture, LTD tract, in part the north boundary line of said 83.167 acre Chisholm Trail Developers Venture, LTD tract, the following two (2) courses and distances:

1. S 21'16'12" E for a distance of 66.16 feet to a  $1/2^{\ast}$  iron rod found with cap marked "Diamond Surveying", for an angle point hereof;

2. S 00"10'44" W for a distance of 173.02 feet to the POINT OF BEGINNING hereof and containing 1.366 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.



WAELTZ & PRETE, INC. **CIVIL ENGINEERS** 211 N. .A.W. GRIMES BLVD. ROUND ROCK, TX. 78665

# STATE OF TEXAS § COUNTY OF WILLIAMSON §

That Chisholm Trail Developers Venture, Ltd., a Texas limited partnership, as the owner of the remnant portion of that certain 6.75 acre tract of land recorded in Document Number 2003114922, Official Public Records of Williamson County, Texas, and the remnant portion of the called 83.167 acre tract of land recorded in Document Number 2003114923 of the Official Public Records of Williamson County, Texas, do hereby certify that there are no lien holders and dedicated to the public foryer use of the streets, alleys, easements and all other lands intended for public dedication as proven the known as Chisholm Trail Tech Center Section 1, Lot 2 subdivision.

Chisholm Trail Developers Venture, Ltd By: HiJolly, Inc., Its General Partner By: David Bodenman, President 211 E. Seventh Street, Suite 709 Austin, Texas 78701-3218

# THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

EASEMENT NOTE:

thereto (collectively the "Facilities").

adjacent to the easement:

This instrument was acknowledged before me on the 3/2t day of Outslaw, 20,20, by, David Bodenman, as President of Chisholm Trail Development Venture, Ltd., a Texas limited partnership, on behalf of said HiJolly, Inc., Its General Partner.

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 necessary accessories

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 Cierk of Williamson County, Texcs or Travis County, Texcs

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

(c) the right of ingress to and egress from the easement over and across Grantor's property by means of roads

(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 accasion 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 hereoffer 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 Grantee's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any soft 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

Notary Public, State of Texas Printed Name: Usonica M. Baky My Commission Expires: 10/23/22

VERONICA MARIE BAKI NOTARY PUBLIC ID# 11380668 State of Texas ×





THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

THE STATE OF TEXAS \$ COUNTY OF WILLIAMSON \$

SHANE SHAFER/ RPLS REGISTRATION NO. 5281 SHANOND SURVEYING, IN

DIAMOND SURVEYING, INC. 116 SKYLINE ROAD GEORGETOWN, TX 78628

AS AMENDED, AND THE DE ROUND ROCK, TEXAS: ANTONIO A. PRETE, P.E. LICENSE NO. 93759 WAELTZ & PRETE, INC. 211 A W GRIMES BI VD

211 A.W. GRIMES BLVD. ROUND ROCK, TX 78665

THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

NANCY RISTER, CLERK, COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_\_DEPUTY

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 folling 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 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 easemen

(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 to share who to hold the highs and interests described unto crantee 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 thereof.

*C* DIAMOND SURVEYING, INC. 116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100 T.B.P.L.S. FIRM NO. 1000

