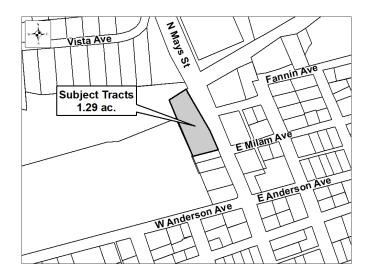
Riverwalk Subdivision Lot 1, Block A Replat FINAL PLAT FP2012-003



CASE PLANNER: Clyde von Rosenberg

REQUEST: Approval of the replat.

ZONING AT TIME OF APPLICATION: MU-2 (Mixed Use - Downtown Medium Density)

DESCRIPTION: 1.28 acres out of the Wiley Harris Survey, Abstract No. 298

CURRENT USE OF PROPERTY:vacant and undeveloped

COMPREHENSIVE PLAN LAND USE DESIGNATION: Downtown Mixed Use

ADJACENT LAND USE:

North: Brushy Creek

South: (across Milam Avenue) - MU-2 (Mixed-Use - Downtown Medium Density) - undeveloped

East: (across N. Mays St.) - MU-2 - private school and office West: SF-2 (Single Family - standard lot) - public school

PROPOSED LAND USE: Mixed use and open space

| Office: | 0 | 0 |
|----------------------------|--------|-------|
| Commercial: Industrial: | 0 0 | 0 |
| Open/Common Space: | 0 | 0 |
| ROW: | 1 | 0.03 |
| Parkland: | 1 | 0.529 |
| Other: | 1 | 0.725 |
| TOTALS: | 3 | 1.28 |

Owner: City of Round Rock Katie Baker 221 E. Main St. Round Rock, TX 78664 Agent: Waeltz & Prete, Inc. Antonio A. Prete, P.E. 211 N. A.W. Grimes Blvd. Round Rock, TX 78665

Riverwalk Subdivision Lot 1, Block A Replat FINAL PLAT FP2012-003

HISTORY: The property has been owned by the City of Round Rock since 2015.

DATE OF REVIEW: January 13, 2021

LOCATION: West of N. Mays St. and north of W. Anderson Ave.

STAFF REVIEW AND ANALYSIS:

Overview: The plat splits the 1.29-acre lot into a parkland lot and a development lot, in addition to providing right-of-way for N. Mays Street. Both lots have frontage on N. Mays Street. The parkland lot, 0.53 acres, borders Brushy Creek to the north and the development lot, 0.72 acres, borders right-of-way for W. Milam Avenue to the south.

Zoning and Comprehensive Plan: The property is designated as downtown mixed use on the FLUM (Future Land Use Map) of the comprehensive plan. It is zoned as MU-2 (Mixed-Use Downtown Medium Density), which allows a variety of residential and limited commercial uses.

Traffic, Access, and Roads: A Traffic Impact Analysis (TIA) is not required at this time, as no development is proposed.

Water and Wastewater Service: Water and wastewater service will be provided by the City of Round Rock. The subject property has an existing 12" water main along the west side of N Mays Street and an existing 6" water main along the east side of N Mays Street. Wastewater service comes from a manhole in N Mays Street south of the Fannin Avenue intersection. The northern parks lot is a special purpose lot that does not have access to wastewater but is a special purpose lot not requiring wastewater service (parks trailhead). A water easement is being dedicated across the special-purpose lot for easier access to the 12" water main on the southern lot.

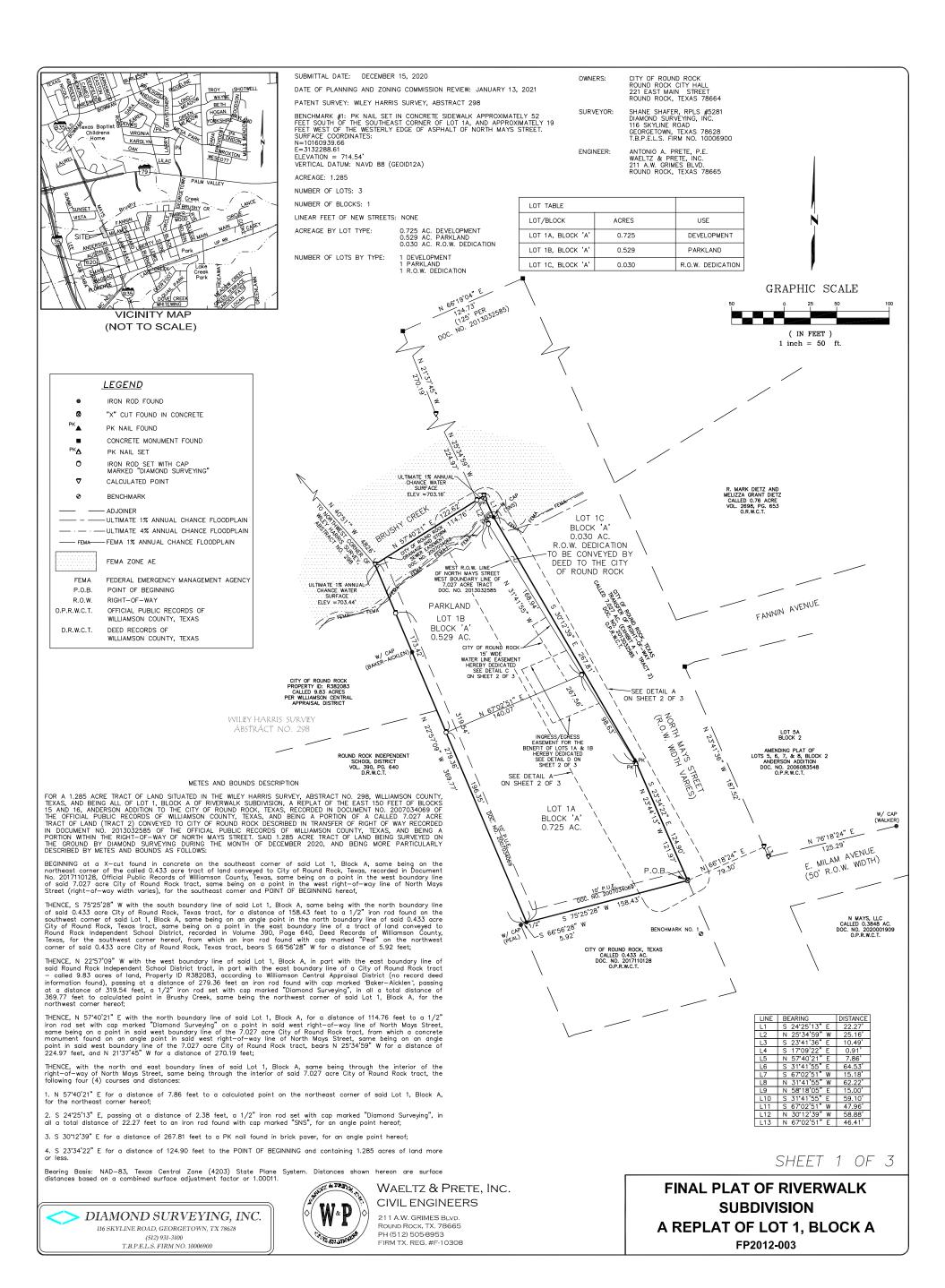
Drainage: A flood study has been completed and approved by the City. The ultimate floodplain limits are shown on the plat. The site is also encroached by FEMA Zone AE (1% annual chance) floodplain and those limits are shown on the plat. Ultimate floodplain elevations are provided at the upstream and downstream portion of the property for determining the minimum finished floor elevation for any structure on the special purpose lot. New impervious cover is not proposed at this time.

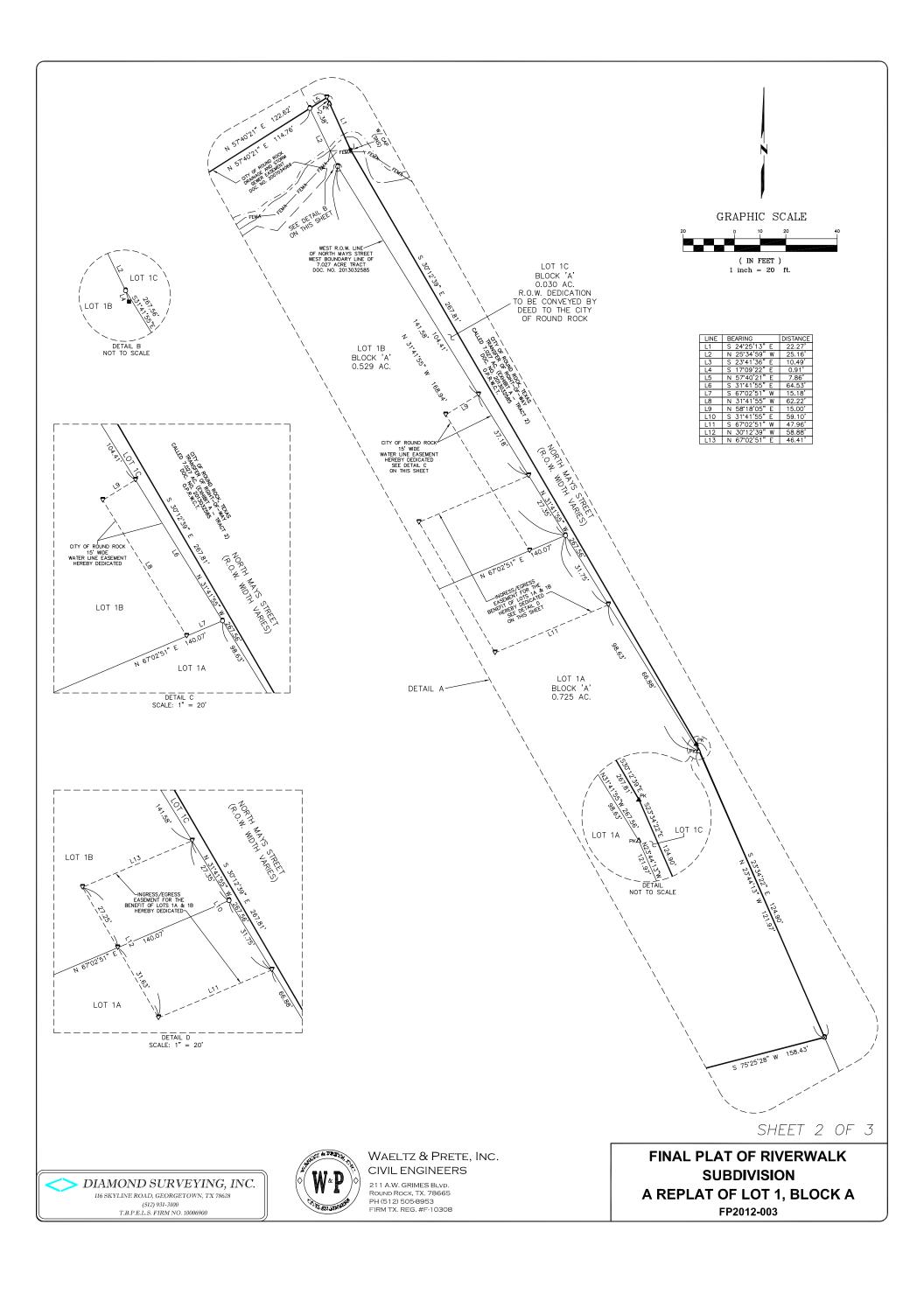
RECOMMENDED MOTION:

Staff recommends approval with the following conditions:

- 1. Change Lot 1C, Block A label to read "Lot 1C Block 'A' 0.030 ac. hereby designated and dedicated as right of way.", Sheet 1 & Sheet 2.
- 2. Remove Note 9, Sheet 3.
- 3. Correct the acreage note to correspond to the total acreage for the three lots.







EASEMENT NOTE:

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 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 County, Texas.

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

(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, 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 n 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 firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or

(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 thereof.

ADDITIONAL EASEMENT NOTES:

- 1) THIS PLAT IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN 2007034069 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2) THIS PLAT MAYBE SUBJECT TO A TEMPORARY CONSTRUCTION EASEMENT (BLANKET TYPE EASEMENT), RECORDED IN DOCUMENT NO. 2013089769 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PLAT NOTES:

- 1) A PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
- 2) A PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0493F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019, FOR WILLIAMSON
- 3) NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACE 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.
- 4) NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- 5) MINIMUM FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
- 6) BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, CHAPTER 2, ZONING DISTRICTS AND USE REGULATIONS, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
- 7) SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, SECTION 6–26, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
- 8) WITH THE EXCEPTION OF PROPERTIES LOCATED WITHIN THE MU-1 AND MU-2 ZONING DISTRICTS, A TEN-FOOT (10') PUE AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS
- 9) A DEED CONVEYING LAND TO THE CITY OF ROUND ROCK REFERENCING THE DOCUMENT NO. OF THIS FINAL PLAT, SHALL BE RECORDED.

THE STATE OF TEXAS \$
COUNTY OF WILLIAMSON \$

THAT I, SHANE SHAFER, 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 THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERMISION, IN ACCORDANCE WITH CHAPTER 4 — SUBDIVISION DESIGN AND CONSTRUCTION, PART III — ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED.

SHANE SHAFER, RPLS REGISTRATION NO. 5281
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD
GEORGETOWN, TX 78628
T.B.P.L.S. FIRM NO. 10006900

DECEMBER 29, 2020



THE STATE OF TEXAS \$ COUNTY OF WILLIAMSON \$

THAT I, ANTONIO A. PRETE, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH CHAPTER 4 — SUBDIVISION DESIGN AND CONSTRUCTION, PART III — ZONING AND DEVELOP CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF ROUND ROCK, TEXAS. ZONING AND DEVELOPMENT OF TETA

A= 46

12/29/2020 DATE

ANTONIO A. PRETE, P.E. LICENSE NO. 93759 WAELTZ & PRETE, INC. 211 N. A.W. GRIMES BLVD. ROUND ROCK, TX 78665 FIRM TX. REG. #F-10308

SSONAL ENSE

12/29/2020

STATE OF TEXAS \$ COUNTY OF WILLIAMSON \$

That The City of Round Rock, a Texas home—rule municipality, as the owner of that certain 1.286 acre tract of Ind the City of Round Rock, a lexas nome—rule municipality, as the owner of that certain 1.286 acre tract of land recorded in Document No. 2015094313, of the Official Public Records of Williamson County, Texas (Being all of Lot 1, Block A, Riverwalk Subdivision, A Replat of the East 150 Feet of Blocks 15 and 16, Anderson Addition to the City of Round, Rock, Texas, recorded in Document No. 2007034069, Official Public 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 known as Final Plat of Riverwalk Subdivision, A Replat of Lot 1, Block A.

The City of Round Rock City of Round Rock Round Rock City Hall 221 East Main Street Round Rock, Texas 78664

THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____day of _____, 20____, by,_____, as _____ of The City of Round Rock, a Texas home-rule municipality, on behalf of said City of Round Rock. Notary Public, State of _

Printed Name: _____ My Commission Expires:

APPROVED THIS ____ DAY OF _____, 20__, BY THE CITY 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 PROPERTY COVERED BY THIS PLAT IS WITHIN THE CITY LIMITS OF THE CITY OF ROUND ROCK.

DAVID PAVLISKA, CHAIRMAN
CITY OF ROUND ROCK PLANNING & ZONING COMMISSION

THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FORGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, A.D., 20__, AT ____O'CLOCK __M. AND DULY RECORDED ON THE ____ DAY OF _____, A.D., 20__, AT ____O'CLOCK __M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. ____, A.D., 20__, AT ____O'CLOCK __M.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: ______DEPUTY

SHEET 3 OF 3

DIAMOND SURVEYING, INC. 116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100 T.B.P.E.L.S. FIRM NO. 10006900



WAELTZ & PRETE, INC. **CIVIL ENGINEERS**

211 A.W. GRIMES BLVD. ROUND ROCK, TX. 78665 PH (512) 505-8953 FIRM TX. REG. #F-10308

FINAL PLAT OF RIVERWALK **SUBDIVISION** A REPLAT OF LOT 1, BLOCK A FP2012-003