AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas

Thursday ~ August 1, 2013 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette	**Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch	**Place 5 – Jason Dishongh (Mayor Pro Tem)**
Place 3 – Simon Garcia	**Place 6 – David Siebold**

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
5. Proclamation recognizing National Night Out on August 6, 2013

CONSENT AGENDA: ACTION

6. Approval of the minutes: Joint Meeting: July 17, 2013
   Regular Meeting: July 18, 2013
7. Second reading of an Ordinance on Zoning Case #13-Z-015: amending Ordinance 05-018, the Composite Zoning Ordinance for a parcel located approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd. in Crystal Falls West, Section One

PUBLIC HEARING: ACTION

8. **a. Public Hearing** on Special Use Permit Case #13-SU-002: a Special Use Permit for a temporary parking lot associated with the model home complex, located at 2004 Champions Corner Court; legally described as Lot 3, Block G, The Bluffs at Crystal Falls, Section 1, Phase 1B, Leander, Williamson County, Texas
   Applicant: Agent Rick Wilmeth on behalf of Tim Towell, Division President, Taylor Morrison

   b. Action on Special Use Permit Case #13-SU-002: a Special Use Permit for a temporary parking lot located at 2004 Champions Corner Court, Leander, Williamson County, Texas

REGULAR AGENDA

9. Consider a Development Agreement for the Magnolia Creek Subdivision

10. Consider Interlocal Cooperation Agreement for Water Treatment and Transportation Services with Liberty Hill

11. Receive Effective & Rollback Tax Rate Calculations for FY 2013-14

12. Consider a Proposal to Adopt a Tax Rate for FY 2013-14

13. Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2013-14

14. Consider appointment to TIF/Development Authority Boards to fill vacant seat

15. Council Members Closing Statements

16. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 26th day of July, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile TRMC, City Secretary

PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) and TARGET is sponsoring a unique, nationwide crime, drug and violence program on August 6th, 2013 entitled "National Night Out"; and

WHEREAS, the "30th Annual National Night Out" provide a unique opportunity for Leander to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Leander and the Leander Police Department are supporting "National Night Out 2013" locally; and

WHEREAS, it is essential that all citizens of Leander be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Leander; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

NOW, THEREFORE WE the Mayor and City Council do hereby call upon all citizens of Leander to join the Leander Police Department, the National Association of Town Watch and Target in supporting the "30th Annual National Night Out" on August 6th, 2013.

FURTHER, LET IT BE RESOLVED THAT, WE, City of Leander, do hereby proclaim Tuesday, August 6th, 2013 as

"NATIONAL NIGHT OUT"

In Leander Texas

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

BRUSHY CREEK REGIONAL UTILITY AUTHORITY
A Partnership of Cedar Park, Leander, and Round Rock

CEDAR PARK

City of Leander

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

MINUTES FOR CITY OF LEANDER CITY COUNCIL

A JOINT MEETING OF THE BOARD OF DIRECTORS FOR THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.; CITY COUNCIL FOR THE CITY OF CEDAR PARK; CITY COUNCIL FOR THE CITY OF LEANDER; AND CITY COUNCIL FOR THE CITY OF ROUND ROCK

WEDNESDAY, JULY 17, 2013 AT 7:00 P.M.
CEDAR PARK RECREATION CENTER MEETING ROOM
1435 MAIN STREET CEDAR PARK, TEXAS

BCRUA BOARD OF DIRECTORS
Mitch Fuller, President
George White, Vice-President
Michell Cantwell, Secretary
Jon Lux, Citizen Director
Kris Whitfield, Citizen Director
Jason Dishongh, Citizen Director

CITY OF CEDAR PARK CITY COUNCIL
Matt Powell, Mayor
Donald J. Tracy, Mayor Pro Tem, Place 6
Stephan Thomas, Place 1
Mitch Fuller, Place 2
Lyle Grimes, Place 3

Lowell Moore, Place 4
Jon Lux, Place 5

CITY OF LEANDER CITY COUNCIL

Chris Fielder, Mayor
Jason Dishongh, Mayor Pro Tem, Place 5
Andrea Navarrette, Place 1
Kirsten Lynch, Place 2
Simon Garcia, Place 3
Michell Cantwell, Place 4
David Siebold, Place 6

CITY OF ROUND ROCK CITY COUNCIL

Alan McGraw, Mayor
Kris Whitfield, Mayor Pro Tem, Place 6
Craig Morgan, Place 1
George White, Place 2
Joe Clifford, Place 3
Carols T. Salinas, Place 4
John Moman, Place 5

AGENDA

1. **CALL THE BCRUA BOARD MEETING TO ORDER – 7:00 p.m. (President Fuller)**
   Called to order at 7:00 p.m.
2. **BCRUA ROLL CALL**
   All present
3. **RECOGNIZE THE SERVICE OF OUT-GOING PRESIDENT CHRIS FIELDER AND WELCOME NEW DIRECTOR JASON DISHONGH (President Fuller)**
   Chris Fielder was recognized and given a plaque for his service. Jason Dishongh was introduced
4. **CALL THE CEDAR PARK CITY COUNCIL MEETING TO ORDER (Mayor Powell)**
   Mayor Powell called their meeting to order
5. **CITY OF CEDAR PARK ROLL CALL**
   LeAnn Quinn, City Secretary called roll
6. **CALL THE LEANDER CITY COUNCIL MEETING TO ORDER (Mayor Fielder)**
   Mayor Fielder called the Leander meeting to order
7. **CITY OF LEANDER ROLL CALL**
   Debbie Haile, City Secretary called roll. All present except Council Members Lynch and Siebold
8. **CALL THE ROUND ROCK CITY COUNCIL MEETING TO ORDER (Mayor McGraw)**
   Mayor McGraw called their meeting to order
9. **CITY OF ROUND ROCK ROLL CALL**
   Sara White, City Secretary called roll
10. **APPROVAL OF MINUTES OF THE BCRUA: (President Fuller)**
    10A. Consider approval of the BCRUA meeting minutes for June 19, 2013.
    The BCRUA Board approved the minutes

11. PRESENTATION AND PUBLIC HEARING: (President Fuller, Mayor Powell, Mayor Fielder and Mayor McGraw)

11A. Consider a staff presentation and a joint public hearing of the BCRUA and the cities of Cedar Park, Leander and Round Rock regarding the proposal for the BCRUA to utilize a portion of Sandy Creek Park for a remote pumping station for the BCRUA regional water treatment and distribution system.

Presentations given by:

Drew Hardin with Lockwood, Andrews & Newnam (LAN)
Aaron Archer with HDR Engineering, Inc
Kent Sick, Attorney representing the BCRUA

Speakers:

Justine Blackmore Hlista, Mayor of Village of Volente – spoke in favor of project
Paul Thompson – lives by Sandy Creek Park – spoke against

12. BCRUA RESOLUTION: (President Fuller)

12A. Consider a resolution of the Board of Directors of the BCRUA determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the regional water treatment and distribution system.

BCRUA Board passed the Resolution

13. CEDAR PARK ORDINANCE: (Mayor Powell)

13A. Consider an ordinance of the city council for the City of Cedar Park determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the BCRUA, regional water treatment and distribution system (the "Project"), approving the project, and providing for related matters. (First Reading*)(Requires Two Readings*)

Cedar Park City Council passed the ordinance unanimously

14. LEANDER ORDINANCE: (Mayor Fielder)

14A. Consider an ordinance of the city council for the City of Leander determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the BCRUA, regional water treatment and distribution system (the "Project"), approving the project, and providing for related matters. (First Reading*)(Requires Two Readings*)

Motion made by Council Member Navarrette to approve. Second by Council Member Garcia
Motion passes, 4 to 0, with Council Member Cantwell not voting

15. ROUND ROCK ORDINANCE: (Mayor McGraw)

15A. Consider an ordinance of the city council for the City of Round Rock determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the BCRUA, regional water treatment and distribution system (the "Project"), approving the project, and providing for related matters. (First Reading*)(Requires Two Readings*)

Round Rock City Council passed the ordinance unanimously

16. BCRUA RESOLUTION: (President Fuller)

16A. Consider a resolution of the BCRUA to authorize the President to execute a contract with Excel Construction Services LLC to decommission and move the floating barge on Lake Travis.

BCRUA Board passed the Resolution

17. BCRUA DIRECTOR CLOSING COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST: (President Fuller)

President Fuller gave closing comments

18. CEDAR PARK COUNCIL CLOSING COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST: (Mayor Powell)

Mayor Powell gave closing comments

19. LEANDER COUNCIL CLOSING COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST: (Mayor Fielder)

Mayor Fielder gave closing comments

20. ROUND ROCK COUNCIL CLOSING COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST: (Mayor McGraw)

Mayor McGraw gave closing comments

21. ADJOURN MEETING OF THE CEDAR PARK CITY COUNCIL: (Mayor Powell)

Mayor Powell adjourned meeting for Cedar Park

22. ADJOURN MEETING OF THE LEANDER CITY COUNCIL: (Mayor Fielder)

Mayor Fielder adjourned the meeting of the Leander City Council at 8:12 p.m.

23. ADJOURN MEETING OF THE ROUND ROCK CITY COUNCIL (Mayor McGraw)

Mayor McGraw adjourned the meeting for Round Rock

24. ADJOURN MEETING OF THE BCRUA (President Fuller)

President Fuller adjourned the meeting for the BCRUA

Attest:

Christopher Fielder, Mayor
City of Leander, Texas

Debbie Haile, TRMC, City Secretary
City of Leander, Texas

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas

Thursday ~ July 18, 2013 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh (Mayor Pro Tem)**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Invocation delivered by Council Member Lynch

2. Roll Call
   Council Member Siebold absent. All others present

3. Staff Comments:
   No comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.

   Lesli R. Fitzpatrick – candidate for 277th District Court Judge for Williamson County spoke about her qualifications

   Jennifer Clymor, 2905 Whiteway Dr., Austin – with the Clean Air Board of Texas spoke about air quality in Central Texas and programs offered

   Ann Virago, 2011 Talking Stick spoke about replacement of trees after development, council responsibilities regarding water issues and development and the police department accountability

5. Presentation by the Williamson County Regional Animal Shelter
   Cheryl Schneider gave a presentation about the Regional Animal Shelter

6. Presentation from the Retail Coach
   Aaron Farmer with The Retail Coach presented council with an update

CONSENT AGENDA: ACTION

7. Approval of the minutes: Special Meeting: July 11, 2013

8. Second reading of an Ordinance for the City of Leander determining and making certain findings with respect to the use of a portion of the Sandy Creek Park for a remote pumping station for the regional water treatment and distribution system

9. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 2, Phase 3

10. Consider Fee Revision for the Use of Park & Recreation Facilities Specific to the Mason Homestead

11. Consider Employee Benefits for FY 2013/14

12. Consider an Ordinance confirming, ratifying and approving the Comprehensive Plan for the City; providing for the Amendment of the Plan; providing for Related Matters; Finding and Determining that the Meeting at which this Ordinance is passed is Open to the Public as Required by Law

Motion made by Council Member Cantwell to approve. Second by Council Member Navarrette. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

13. **a. Public Hearing** on Subdivision Case #13-CP-002: A Concept Plan for Hawkes Landing Subdivision for 93.24 acres, more or less for a parcel generally located approximately 3,500 feet west of the intersection of North Bagdad Road and Old 2243 West on the north side of Old 2243 West, Leander, Williamson County, Texas
Applicant/Agent: Lawrence M. Hanrahan, P.E. on behalf BLG Hawkes, LLC.
Tom Yantis, Director of Development Services explained

No speakers

b. Action on Subdivision Case #13-CP-002: a Concept Plan for Hawkes Landing Subdivision, Leander, Williamson County, Texas

Motion made by Council Member Cantwell to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

14. **a. Public Hearing** on Zoning Case # 13-Z-015: Consider a zoning change for 41.40 acres, more or less, for a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd. in Crystal Falls West, Section One from SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban and SFE-2-A, Single Family Estate to SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban , and SFS-2-A, Single Family Suburban, Leander, Travis County, Texas
Applicant: Samuel Kiger on behalf of Travisso, Ltd.
Tom Yantis, Director of Development Services explained

No speakers

b. Action on Zoning Case #13-Z-015: amending Ordinance 05-018, the Composite Zoning Ordinance for a parcel located approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd. in Crystal Falls West, Section One

Motion made by Council Member Cantwell to approve with corrections to the ordinance as discussed. Second by Council Member Navarrette. Motion passes, all voting "aye"

REGULAR AGENDA

15. Consider an Interlocal Agreement with Williamson County to seal coat the streets in the Ridgmar Landing Subdivision
Pat Womack, Director of Public Works explained

Motion made by Council Member Garcia to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

16. Consideration of Award of Construction Contract for the City of Leander Hybrid Pedestrian Beacon Project
Wayne Watts, City Engineer explained and read email from LISD

Motion made by Mayor Fielder to approve. Second by Council Member Cantwell. Motion passes, all voting "aye"

17. Consider appointment of Council liaison to the Parks & Recreation Advisory Board
Mayor Fielder explained

Motion made by Mayor Pro Tem Dishongh to appoint Council Member Navarrette as liaison to the Parks and Recreation Advisory Board. Second by Council Member Cantwell. Motion passes, all voting "aye"

18. Consider appointment of Council liaison to the Public Arts Commission
Mayor Fielder explained

Motion made by Mayor Fielder to appoint Council Member Garcia as liaison to the Public Arts Commission. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

EXECUTIVE SESSION

19. Convene into executive session pursuant to Sections 551.071 and 551.072, Tex. Gov't Code, and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, to deliberate the acquisition of property interests related to the Lakeline Boulevard Roadway extension

Council convened into executive session at 7:59 p.m.
Council reconvened into open session at 8:10 p.m.

20. Reconvene into open session to take action as deemed appropriate regarding the acquisition of property interests related to the Lakeline Boulevard Roadway extension

No action taken

21. Council Members Closing Statements
Council Members gave their closing statements

22. Adjournment
With there being no further business, the meeting adjourned at 8:11 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 7

Executive Summary

August 01, 2013

Agenda Subject:	Zoning Case #13-Z-015: Second Reading and consider action on the rezoning of a parcel located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, in Crystal Falls West, Section One for 41.40 acres more or less; Parcel #382583. Currently, the property is zoned SFU-2-A (Single Family Urban), SFS-2-A (Single Family Suburban), and SFE-2-A (Single Family Estate). The property is proposed to be zoned SFC-2-A (Single Family Compact), SFU-2-A (Single Family Urban), and SFS-2-A (Single Family Suburban), Leander, Travis County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Samuel Kiger on behalf of Travisso, Ltd.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended approval of the request with a four to one vote at the July 11, 2013 meeting. The City Council approved the request at the July 18, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Proposed Zoning Map 4. Current Crystal Falls West, Sec 1 Preliminary Plat 5. Proposed Rezoning Overall Crystal Falls West, Sec 1 6. Aerial Map 7. Letter of Intent 8. Ordinance
Prepared By:	Tom Yantis, AICP Director of Development Services 07/25/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-015
CRYSTAL FALLS WEST

GENERAL INFORMATION

Owner: Travisso, Ltd.

Current Zoning: SFE-2-A (Single-Family Estate)
SFS-2-B (Single-Family Suburban)
SFU-2-B (Single-Family Urban)

Proposed Zoning: SFS-2-A (Single-Family Suburban)
SFU-2-A (Single-Family Urban)
SFC-2-A (Single-Family Compact)

Size and Location: The property is located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, in Crystal Falls West, Section One and is approximately 41.40 acres in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFE-2-A SFS-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)
EAST	SFE-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)
SOUTH	SFE-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)
WEST	SFE-2-A SFS-2-A	Undeveloped land zoned for single-family (Crystal Falls West Subdivision)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SFU – SINGLE FAMILY URBAN:

Features: 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

Intent: Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods.

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

SITE COMPONENTS:

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:

TYPE A:

Features: 85% masonry; 5 or more architectural features.

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.
- Plan for future development that is compatible with existing residential neighborhoods.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

ANALYSIS:

The original zoning case for this property was heard by the Planning & Zoning Commission on April 26, 2012, the City Council on May 3, 2012 and approved on May 17, 2012. The original request was for a mixed residential project with commercial centers and multi-family zoning located along the major arterials consisting of approximately 2,118 acres. A revision to this portion of the project was heard by the Planning & Zoning Commission on September 13, 2012, the City Council on September 20, 2012, and approved on October 4, 2012. The applicant started the platting process and found that this section was mislabeled during the original application. The intent was to rezone these lots to SFU-2-B (Single-Family Urban).

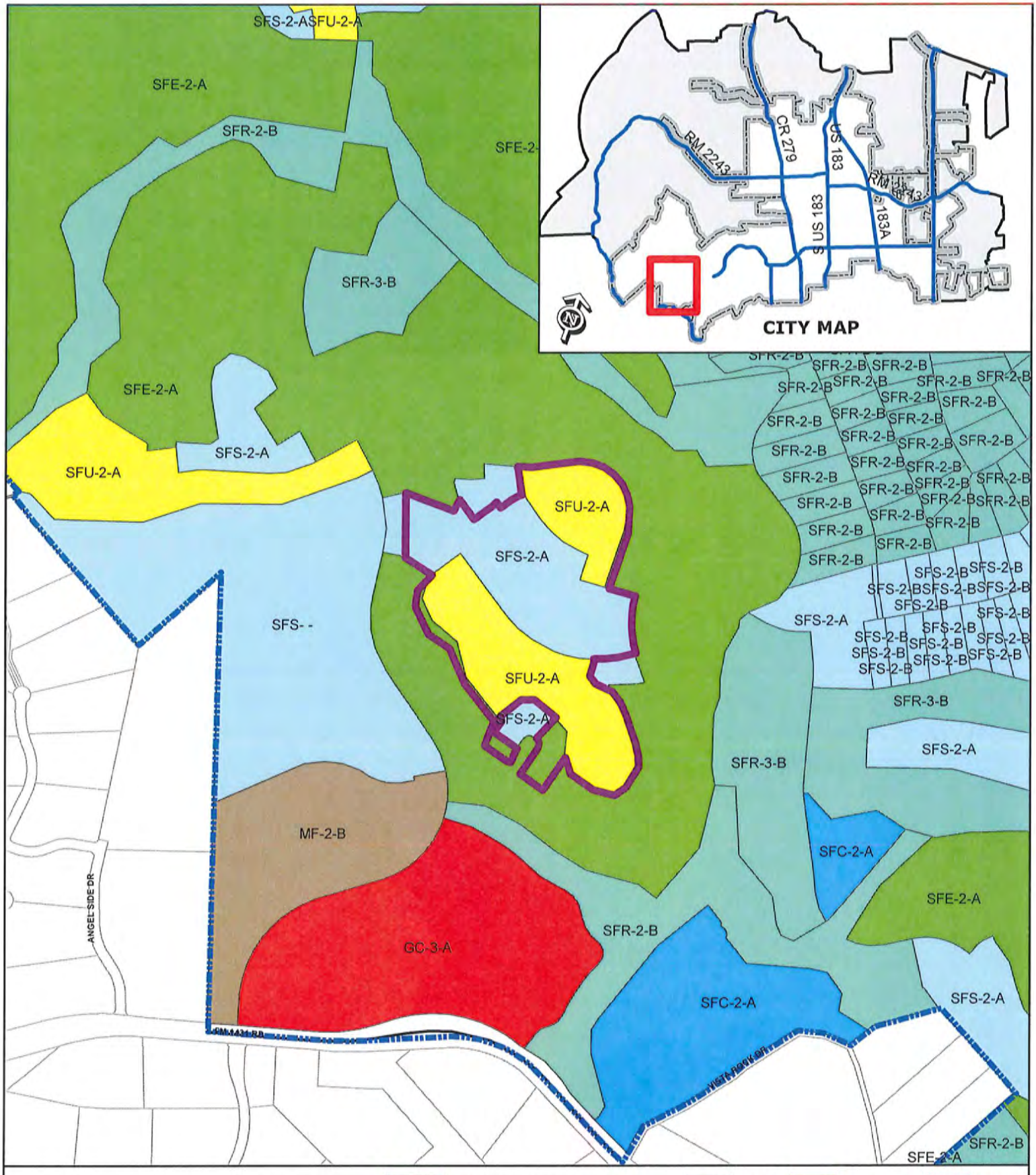
This property has been purchased by Taylor Morrison and they are proposing to remove the lots that were previously located adjacent to Sky Country Blvd and create smaller lots. According to their calculations, the overall lot count in Section 1 of Crystal Falls West will change from 200 lots to 199 lots. The lot count associated with this zoning request will change from 117 to 125.

Below, please find the approximate changes in acreage and lot count associated with the current and proposed zoning districts:

	CURRENT ACRES	PROPOSED ACRES	CURRENT LOTS	PROPOSED LOTS
SFC-2-A	0	9.83	0	36
SFU-2-A	21.89	14.48	70	42
SFS-2-A	13.85	17.09	43	47
SFE-2-A	5.66	0	4	0
	41.4	41.4	117	125

The table below shows the different lot size requirements for the current and proposed districts:

	INTERIOR LOTS			CORNER LOTS		
	Area	Width	Depth	Area	Width	Depth
SFC-2-B	5,500 sq ft	50'	105'	6,500 sq ft	60'	105'
SFU-2-B	7,200 sq ft	60'	110'	8,000 sq ft	70'	110'
SFS-2-B	9,000 sq ft	70'	115'	10,000 sq ft	80'	115'
SFE-2-A	12,000 sq ft	80'	120'	13,000 sq ft	90'	120'



ZONING CASE 13-Z-015

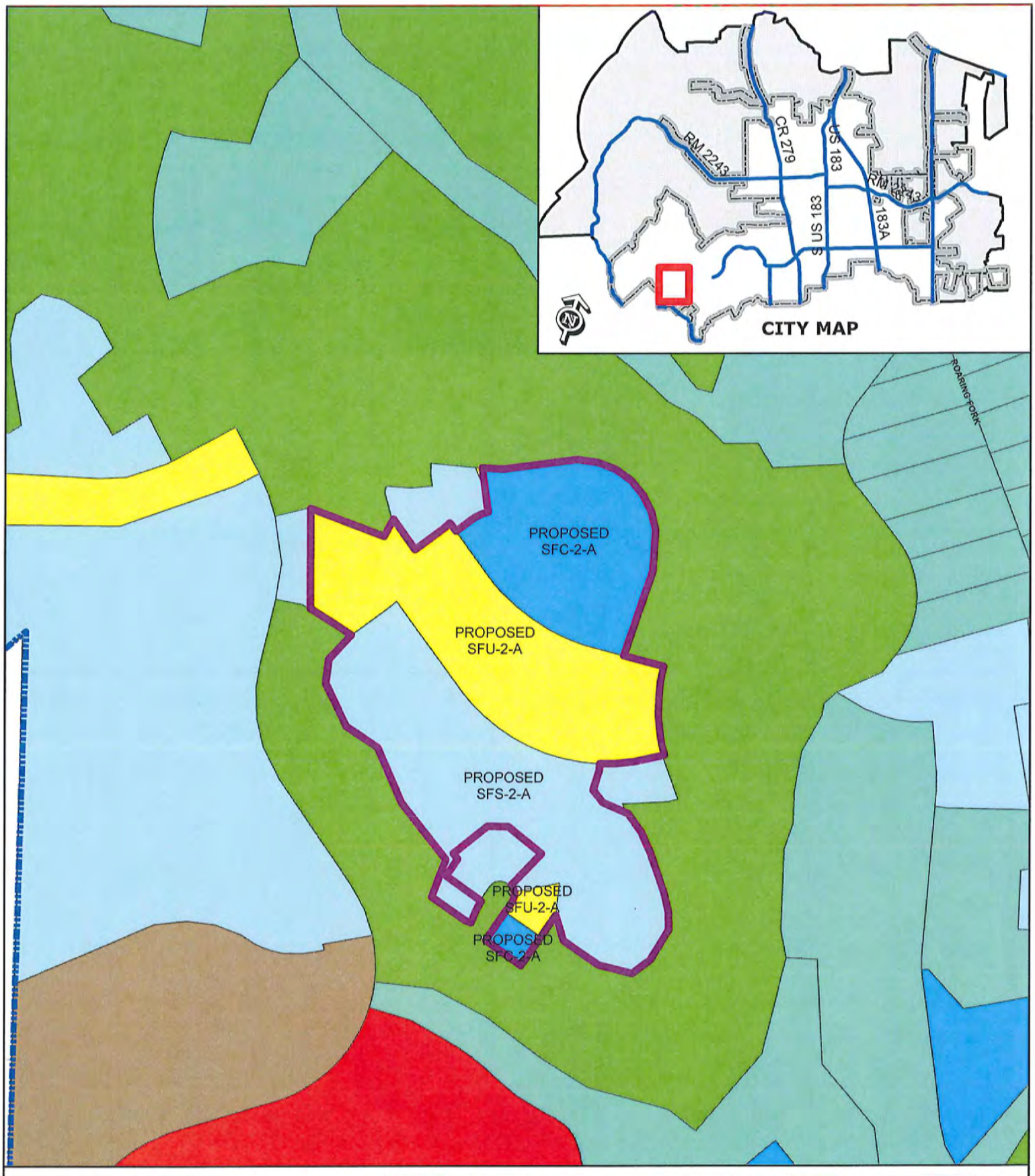
Attachment #2

Current Zoning Map
Crystal Falls West, Sec 1

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD

0 200 400
Feet


CITY MAP
CR 279
US 183
RM 2243
S US 183
183A
ROARING FORK
PROPOSED SFC-2-A
PROPOSED SFU-2-A
PROPOSED SFS-2-A
PROPOSED SFU-2-A
PROPOSED SFC-2-A
ZONING CASE 13-Z-015
Attachment #3
Proposed Zoning Map
Crystal Falls West, Sec 1
Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD
0
200
400
Feet

ATTACHMENT #4

CRYSTAL FALLS WEST - Section 1

PRELIMINARY PLAT

IN THE CITY OF LEANDER, TRAVIS COUNTY, TEXAS

Approved on 12-13-2012 by PDSC

STREET INFORMATION

STREET NAME	LENGTH	ROW WIDTH	ROAD WIDTH	DESIGN SPEED
SKY COUNTRY BLVD. (West Lane)	2660 L.F.	90' (Min.)	27' F-F	40 MPH
SKY COUNTRY BLVD. (East Lane)	2630 L.F.	90' (Min.)	27' F-F	40 MPH
GOOD COMPANY DRIVE	2675 L.F.	50'	28' F-F	30 MPH
CISCO KID CIRCLE	537 L.F.	50'	28' F-F	30 MPH
MAGIC PONY LOOP	1100 L.F.	50'	28' F-F	30 MPH
LAST STAND LOOP	711 L.F.	50'	28' F-F	30 MPH
COTTON TAIL CIRCLE	499 L.F.	50'	28' F-F	30 MPH
NIGHT HORSE DRIVE	1516 L.F.	50'	28' F-F	30 MPH
KICKAPOO CREEK COURT	458 L.F.	50'	28' F-F	30 MPH
WESTERN FRONTIER COURT	291 L.F.	50'	28' F-F	30 MPH
DURANGO HILLS DRIVE	333 L.F.	80'	40' F-F	30 MPH
PRIVATE DRIVE (A)	1345 L.F.	30'	26' F-F	--
PRIVATE DRIVE (B)	158 L.F.	30'	20' F-F	--
GOOD NIGHT TRAIL	2765 L.F.	60'	40' F-F	30 MPH
FLAT IRON COURT	997 L.F.	50'	28' F-F	30 MPH
SPEAKING ROCK DRIVE	423 L.F.	50'	28' F-F	30 MPH

CRYSTAL FALLS WEST
SECTION 1

Zoning Designation: SFS-2A & SFE-2A

	BLOCK A	BLOCK B	BLOCK C	BLOCK D	BLOCK E	BLOCK F	BLOCK G	TOTAL LOTS	TOTAL AC.
RESIDENTIAL LOTS	29	69	55	29	2	28	0	209	103.35
NON-RESIDENTIAL LOTS	4	2	0	2	2	1	1	12	44.16
PRIVATE PARK	0	0	1	0	0	0	0	1	0.16

	BLOCK H	BLOCK I	BLOCK J	BLOCK K	BLOCK L	BLOCK M	BLOCK N		
RESIDENTIAL LOTS	0	0	0	0	0	0	0	0	0.0
NON-RESIDENTIAL LOTS	1	1	1	0	0	0	0	3	10.10
PRIVATE PARK	0	0	0	1	1	1	1	4	0.71
								220	158.50

Total Acreage = 158.50 Ac.

..... = Sidewalks

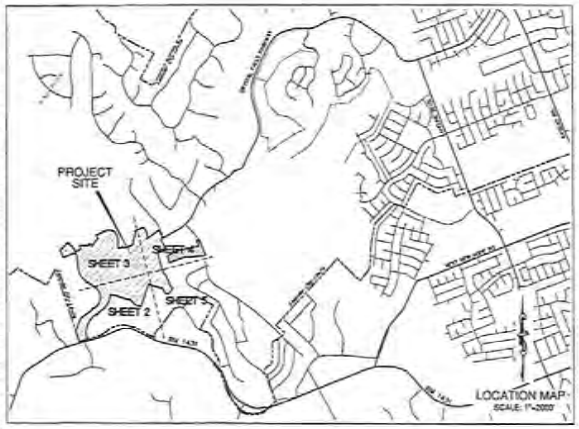
Sky Country Blvd. - 5' Sidewalks

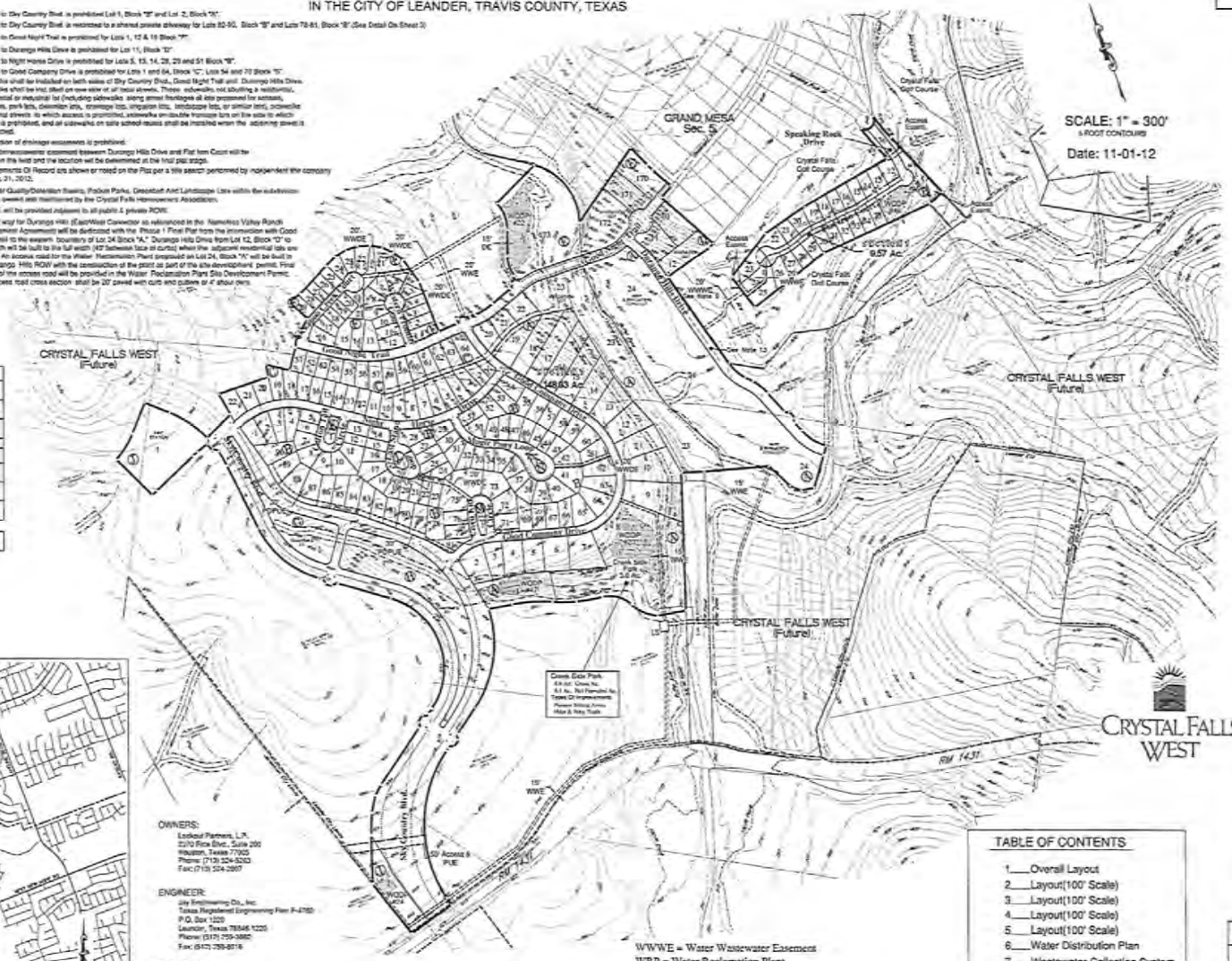
Good Night Trail & Durango Hills - 5' Sidewalks

All Remaining Streets - 4' Sidewalks

NOTES:

1. Access to Sky Country Blvd. is prohibited Lot 1, Block "B" and Lot 2, Block "A".
2. Access to Sky Country Blvd. is restricted to a shared private driveway for Lots 82-90, Block "B" and Lots 78-81, Block "B" (See Detail On Sheet 3)
3. Access to Good Night Trail is prohibited for Lots 1, 12 & 16 Block "F".
4. Access to Durango Hills Drive is prohibited for Lot 11, Block "D".
5. Access to Night Horse Drive is prohibited for Lots 5, 13, 14, 28, 29 and 51 Block "B".
6. Access to Good Company Drive is prohibited for Lots 1 and 64, Block "C", Lots 94 and 70 Block "E".
7. Sidewalks shall be included on both sides of Sky Country Blvd., Good Night Trail and Durango Hills Drive. Sidewalks shall be incl. sited on one side of all local streets. Those sidewalks not abutting a residential, commercial or industrial lot (including sidewalks along street frontages at lots proposed for schools, churches, park lots, detention lots, drainage lots, irrigation lots, landscape lots, or similar lots), possess on arterial streets to which access is prohibited, sidewalks on double frontage lots on the side to which access is prohibited, and all sidewalks on cuts school routes shall be installed when the adjoining street is constructed.
8. Obstruction of drainage easements is prohibited.
9. The water/wastewater easement between Durango Hills Drive and Flat Iron Court will be utilized in this field and the location will be determined at the final plat stage.
10. All Easements Of Record are shown or noted on the Plat per a title search performed by independent title company On Aug. 21, 2012.
11. All Water Quality/Detention Basins, Pocket Parks, Greenbelt And Landscape Lots within the subdivision shall be owned and maintained by the Crystal Falls Homeowners Association.
12. 19' PUE will be provided adjacent to all public & private ROW.
13. Right of way for Durango Hills (East/West Connector as referenced in the Nameless Valley Ranch Development Agreement) will be dedicated with the Phase 1 Final Plat from the intersection with Good Night Trail to the eastern boundary of Lot 24 Block "A." Durango Hills Drive from Lot 12, Block "D" to the south will be built to the full width (40' between face of curbs) when the adjacent residential lots are platted. An access road for the Water Reclamation Plant proposed on Lot 24, Block "A" will be built in the Durango Hills ROW with the construction of the plant as part of the site development permit. Final design of the access road will be provided in the Water Reclamation Plant Site Development Permit. The access road cross section shall be 20' paved with curb and gutters or 4' shoul ders.





OWNERS:
Lookout Partners, L.P.
2370 Rice Blvd., Suite 200
Houston, Texas 77005
Phone: (713) 524-5293
Fax: (713) 224-2867

ENGINEER:
Jay Engineering Co., Inc.
Texas Registered Engineering Firm F-2760
P.O. Box 1220
Leander, Texas 78646-1220
Phone: (512) 259-3882
Fax: (512) 259-8015

SURVEYOR:
G & R Surveying, LLC
1805 Cuata Drive
Austin, Texas 78728
Phone: (512) 267-7430
Fax: (512) 836-8385

DEVELOPMENT RESERVE - FUTURE USE UNDETERMINED; USES SHALL BE LIMITED TO THOSE ALLOWED BY THE ZONING DISTRICT

BUFFER ZONES - SHALL REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS EXCEPT FOR UTILITY AND ROADWAY CROSSINGS

WWWE = Water Wastewater Easement
WRP = Water Reclamation Plant
LS = Lift Station
WQDP = Water Quality Detention Pond
WE = Water Easement
WWDE = Wastewater/Drainage Easement
PDPUE = Private Drive & Public Utility Easement

TABLE OF CONTENTS

1 Overall Layout
2 Layout(100' Scale)
3 Layout(100' Scale)
4 Layout(100' Scale)
5 Layout(100' Scale)
6 Water Distribution Plan
7 Wastewater Collection System
8 Storm Sewer Plan
9 Overall Drainage Plan
10 Reclaimed Water Irrigation Line
11 Tree Plan

THE LOOKOUT GROUP

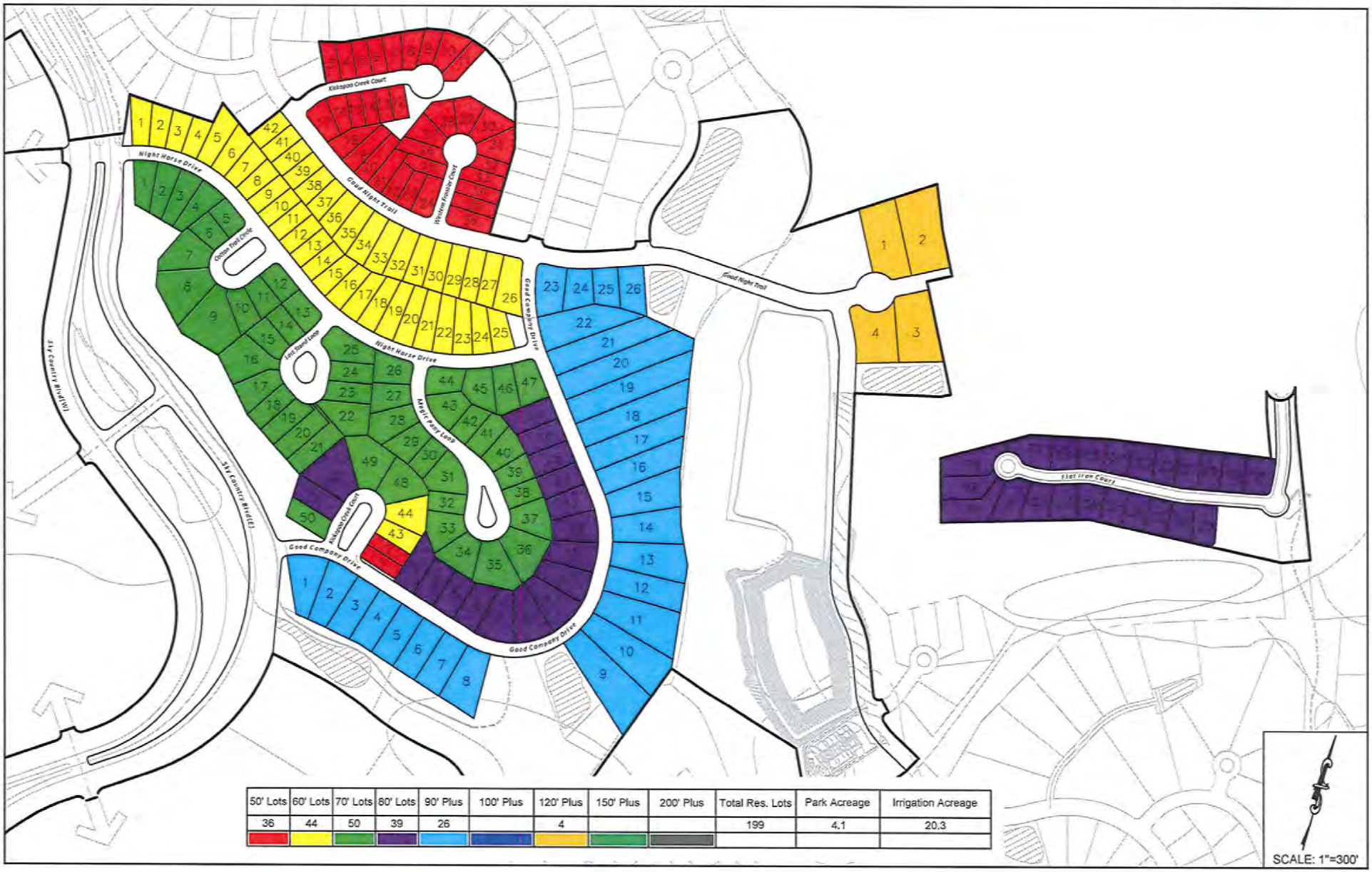
CRYSTAL FALLS WEST SEC 1 PRELIMINARY PLAT

OVERALL LAYOUT

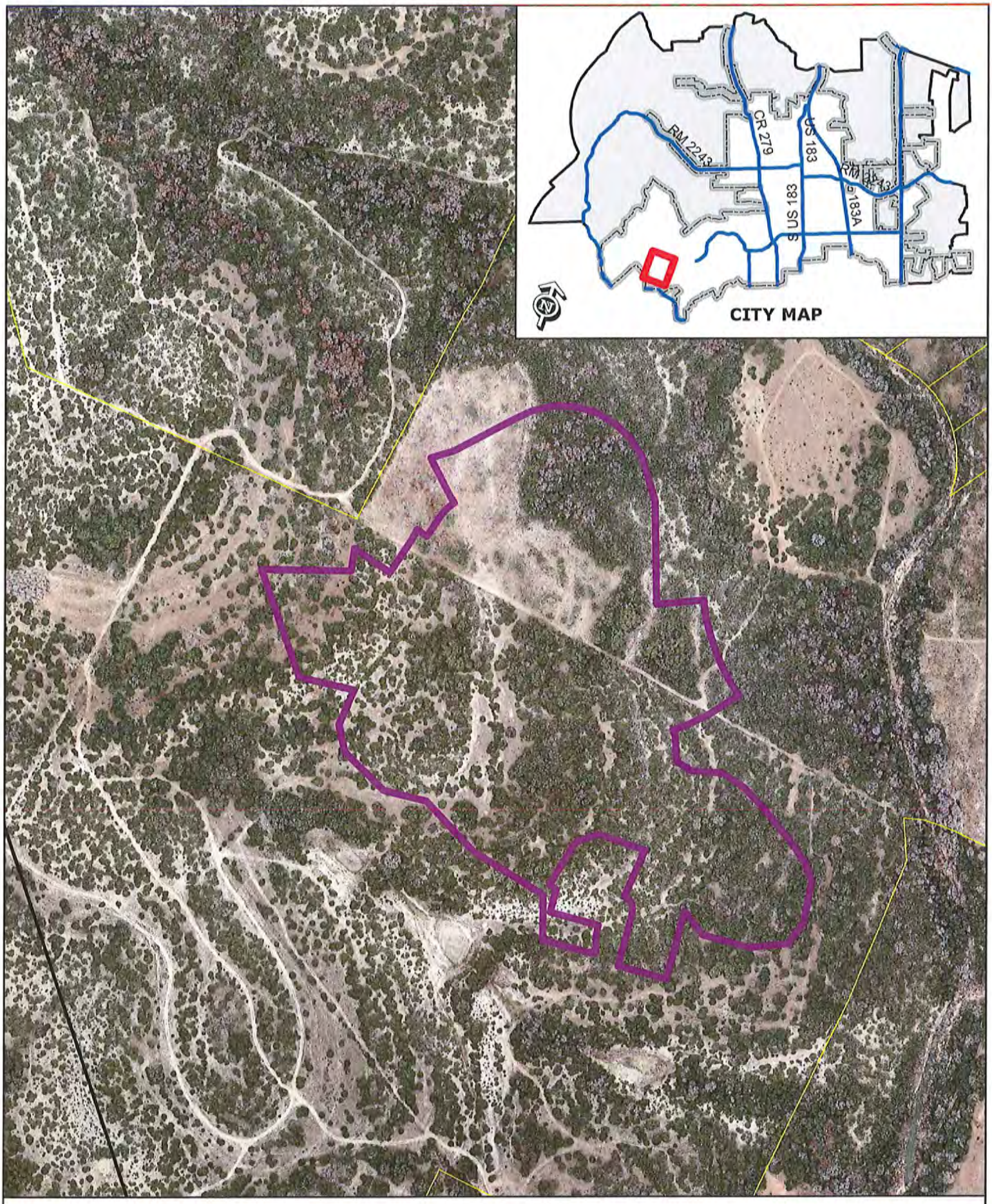
SCALE: AS NOTED | DRN: JD | DESIGN: MK | DATE: NOV 2012 | JOB NO. 151-041-09

Sheet No. 1 of 11

ATTACHMENT #5



50' Lots	60' Lots	70' Lots	80' Lots	90' Plus	100' Plus	120' Plus	150' Plus	200' Plus	Total Res. Lots	Park Acreage	Irrigation Acreage
36	44	50	39	26		4			199	4.1	20.3



ZONING CASE 13-Z-015 Attachment #6

Aerial Exhibit - Approximate Boundaries
Crystal Falls West, Section 1

Subject Property

0 200

Feet

ATTACHMENT #7

TaylorMorrison

TAYLOR MORRISON
OF TEXAS, INC.

Austin Division
11200 Lakeline Blvd.
Suite 150A
Austin, TX 78717
p. (512) 328-8866
f. (512) 328-7988
taylormorrison.com

May 13, 2013

Ms. Robin Griffin
Planner
City of Leander
P. O. Box 319
Leander, Texas 78646-0319

Dear Ms. Griffin,

Travisso, Ltd. respectfully asks for staff consideration to amend the zoning for portions of Crystal Falls West, Section One from SFU to SFC, from SFS to SFU, and from SFU to SFS. In conjunction with the rezoning, we intend to remove 13 lots that currently front on Sky Country Blvd to create additional green space along the collector road and create a more appealing view corridor along the main boulevard. While we are proposing zoning classifications in two areas to create a smaller lot size, we are also increasing the lot size in a couple areas as well, which reduces the overall lot count from 200 lots to 199 lots from the approved preliminary plat. Finally, we are proposing to amend the current zoning from SFE to SFS, SFC, and SFU around the culdesac of Cisco Kid Circle to create the lot designations necessary to serve as a model park to adequately market the community with each product size.

Attached is an exhibit of phase one with the proposed boundaries for the zoning changes delineated. We have worked closely with our land planner to have a mix of lot sizes interspersed with green areas and pocket parks, and feel that this layout helps create better separation between the various products, while adding some additional depth to lots that back up to Sky Country Blvd.

We look forward to working with you and City staff in our planning efforts to help make this community one of which we can all be proud.

Sincerely,

Travisso, Ltd.

Adib R. Khoury
Vice President

ARK/pjh
Enclosures

Taylor Woodrow Communities

taylor morrison Homes Inspired by You

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN), SFS-2-A (SINGLE-FAMILY SUBURBAN), AND SFE-2-A (SINGLE-FAMILY ESTATE) TO SFC-2-A (SINGLE-FAMILY COMPACT), SFU-2-A (SINGLE-FAMILY URBAN), AND SFS-2-A (SINGLE-FAMILY SUBURBAN); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 41.40 acres, more or less, located in Leander, Travis County, Texas, being more particularly described in Exhibit "A", located at approximately 6,000 feet to the northeast of the intersection of RM 1431 and Nameless Rd, Leander, Texas, legally described as 41.40 acres out of the Jose Antonio Ybarbo Survey 421 and J.M. Frame Survey 656, more particularly described in Document Number 2013056181TR, Official Public Records of Travis County, Texas, and identified by tax identification number 382583.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban), SFS-2-A (Single-Family Suburban), and SFE-2-A (Single-Family Estate) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban).

Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

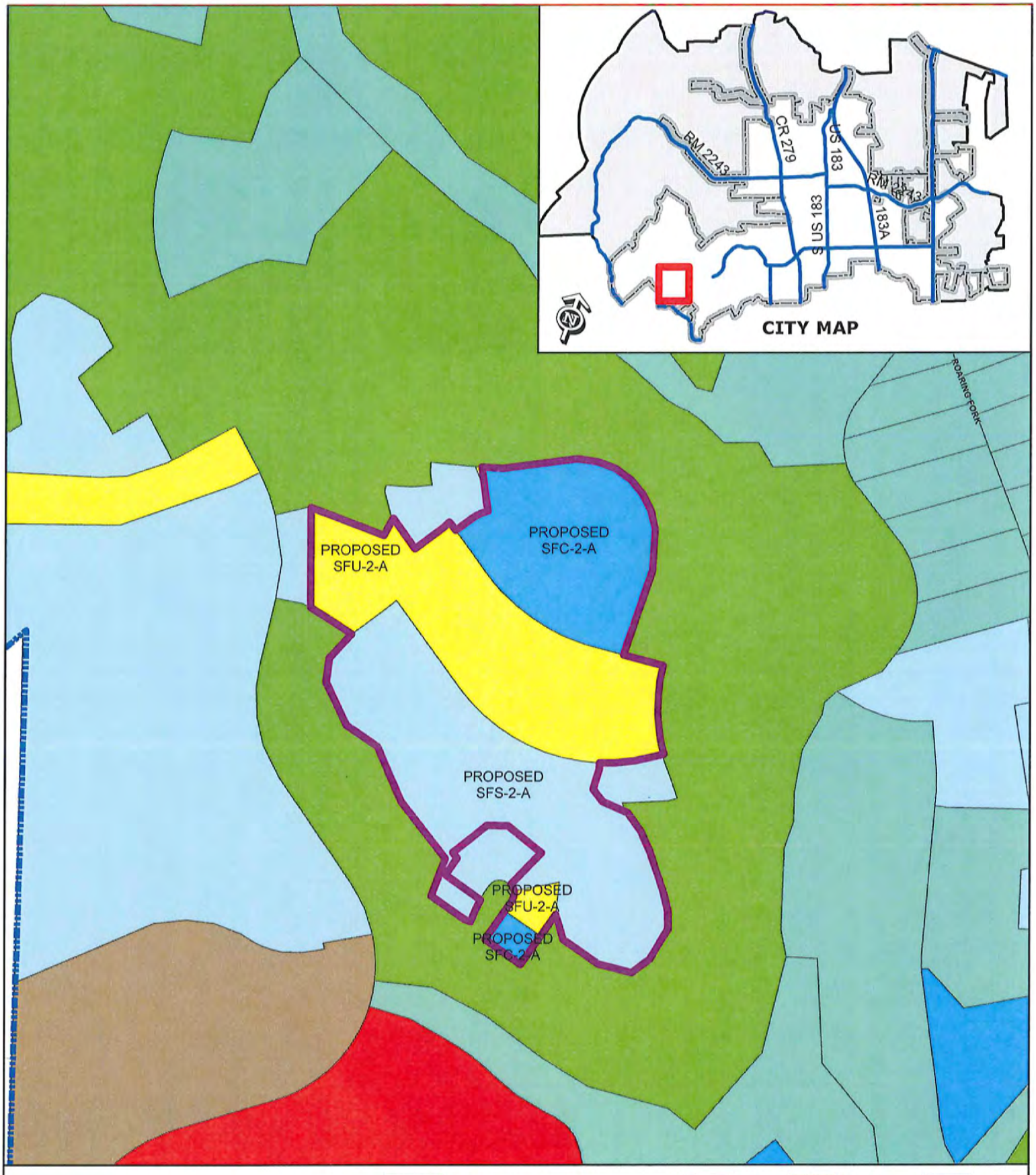
PASSED AND APPROVED on First Reading this the 18th day of July, 2013.
FINALLY PASSED AND APPROVED on this the 1st day of August, 2013.

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary


CITY MAP
CR 279
RM 2243
US 183
S US 183
183A
ROARING FORK
PROPOSED SFU-2-A
PROPOSED SFC-2-A
PROPOSED SFS-2-A
PROPOSED SFU-2-A
PROPOSED SFC-2-A
EXHIBIT A
Zoning Case 13-Z-015
Crystal Falls West, Sec 1
Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
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PUD
0 200 400
Feet

EXHIBIT A

C&R SURVEYING, LLC
"Accurate by Design"

9.306 ACRES
CITY OF LEANDER, ZONING TRACT 1
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 9.306 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 9.306 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE N84°48'53"W, over and across the 2144.875 acre tract a distance of 1380.66 feet to a calculated point, being the southeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following nineteen (19) courses:

1. S85°05'40"W, a distance of 117.03 feet to a calculated point for the point of curvature of a curve to the right;
2. Along said curve to the right, having a radius of 780.00 feet, an arc length of 529.22 feet and a chord which bears N75°28'06"W, a distance of 519.12 feet to a calculated point at the end of said curve;
3. N56°01'53"W, a distance of 196.06 feet to a calculated point;
4. N33°58'07"E, a distance of 77.54 feet to a calculated point for the point of curvature of a curve to the right;
5. Along said curve to the right, having a radius of 180.00 feet, an arc length of 71.56 feet and a chord which bears N45°21'26"E, a distance of 71.09 feet to a calculated point at the end of said curve;
6. N33°15'14"W, a distance of 25.00 feet to a calculated point;
7. N27°25'45"W, a distance of 146.68 feet to a calculated point;
8. N73°22'28"E, a distance of 83.32 feet to a calculated point;
9. N62°34'15"E, a distance of 221.79 feet to a calculated point;
10. N64°45'59"E, a distance of 76.80 feet to a calculated point;
11. N77°39'06"E, a distance of 73.64 feet to a calculated point;
12. S88°14'58"E, a distance of 73.64 feet to a calculated point;
13. S74°09'01"E, a distance of 73.64 feet to a calculated point;

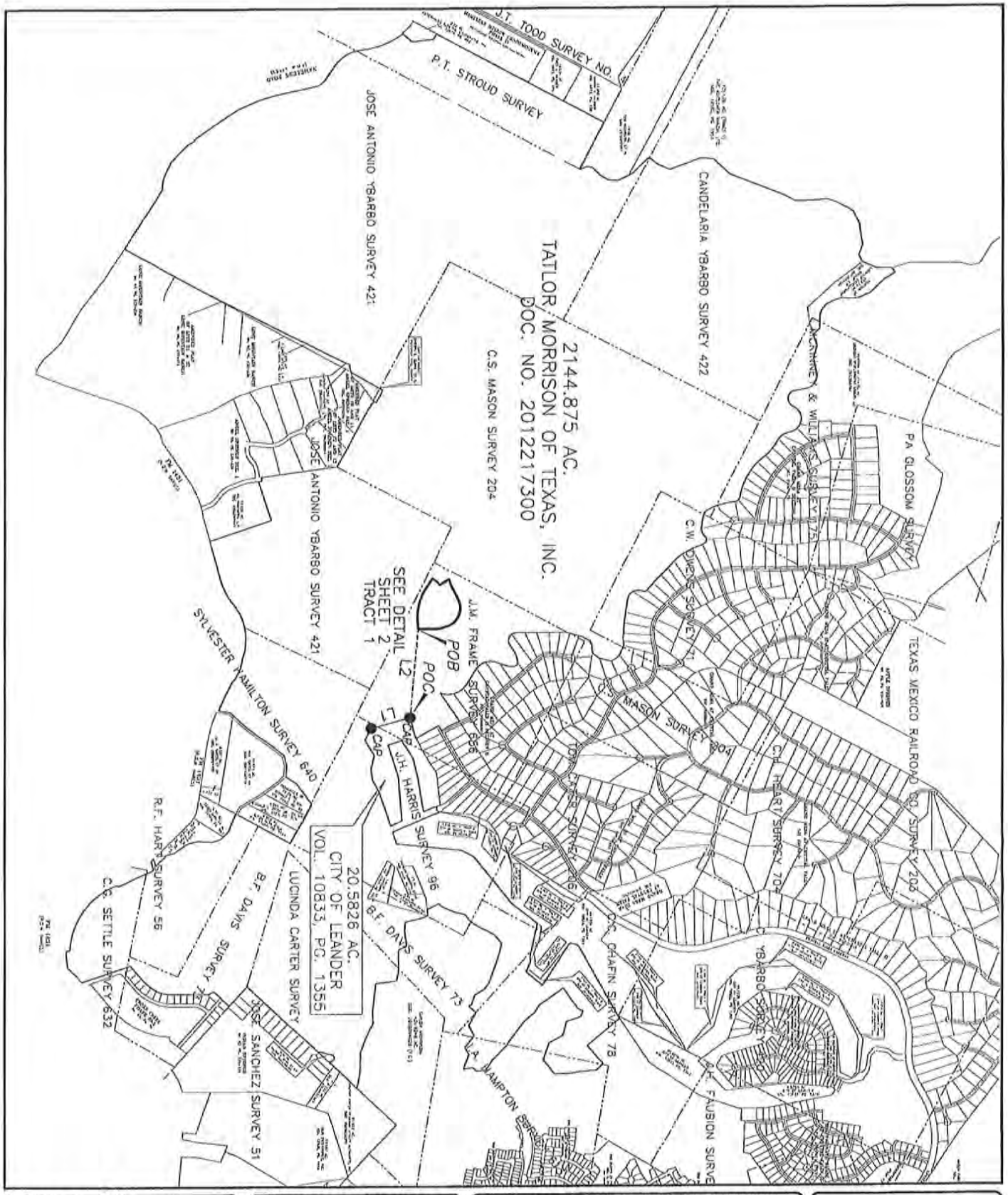
14. S60°03'04"E, a distance of 73.64 feet to a calculated point;
15. S45°57'08"E, a distance of 71.81 feet to a calculated point;
16. S32°51'16"E, a distance of 72.45 feet to a calculated point;
17. S16°25'16"E, a distance of 158.93 feet to a calculated point;
18. S01°05'22"E, a distance of 317.31 feet to a calculated point;
19. S01°40'41"E, a distance of 30.05 feet to the **POINT OF BEGINNING**, containing an area of 9.306 ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 1.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300



SHEET 1 / 2

ZONING EXHIBIT 1

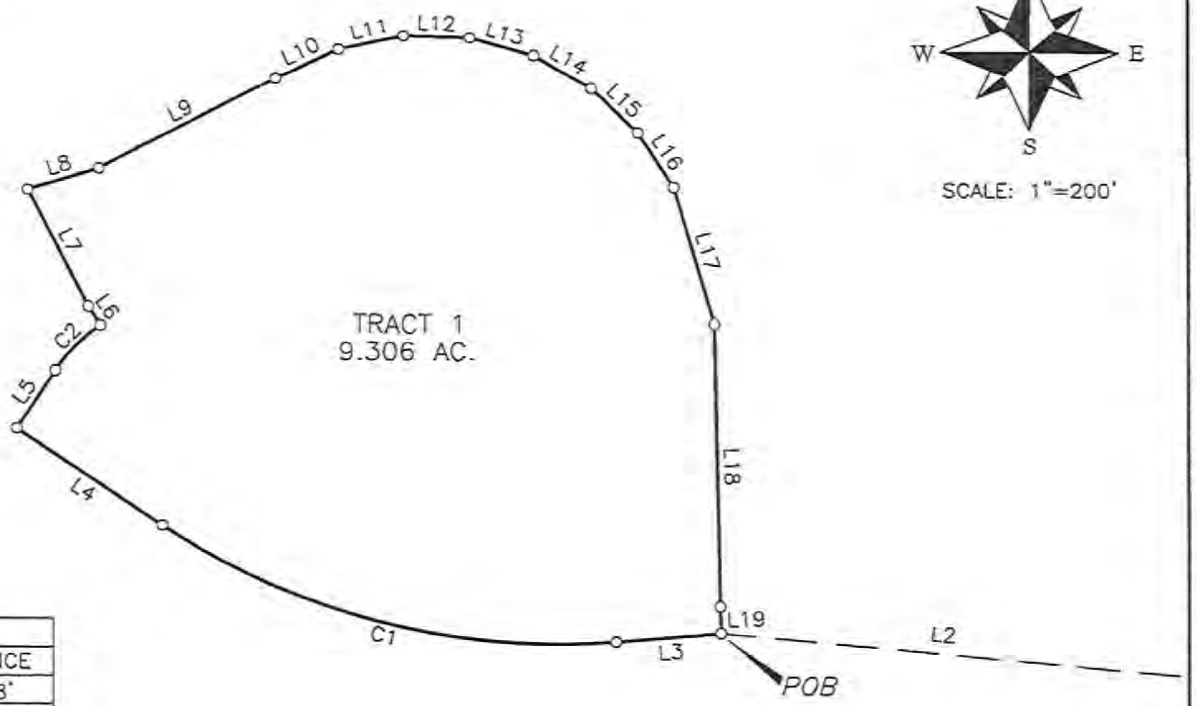
BEARING BASIS: NAD 83 CENTRAL ZONE	
PLOTTING SCALE: 1" = 2000'	
DRAWN BY: PMG	
REVIEWED BY: DRS	
PROJECT NO: 12236	
FILE: L:\DWG\12236_GR-ZONING EXHIBIT 1	
DATE: MAY 14, 2013	

9.306 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

G&R SURVEYING, L.L.C
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	N84°48'53"W	1380.66'
L3	S85°05'40"W	117.03'
L4	N56°01'53"W	196.06'
L5	N33°58'07"E	77.54'
L6	N33°15'14"W	25.00'
L7	N27°25'45"W	146.68'
L8	N73°22'28"E	83.32'
L9	N62°34'15"E	221.79'
L10	N64°45'59"E	76.80'
L11	N77°39'06"E	73.64'
L12	S88°14'58"E	73.64'
L13	S74°09'01"E	73.64'
L14	S60°03'04"E	73.64'
L15	S45°57'08"E	71.81'
L16	S32°51'16"E	72.45'
L17	S16°25'16"E	158.93'
L18	S01°05'22"E	317.31'
L19	S01°40'41"E	30.05'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	38°52'27"	780.00'	529.22'	N75°28'06"W	519.12'
C2	22°46'39"	180.00'	71.56'	N45°21'26"E	71.09'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 1.doc

GR SURVEYING, LLC
1605 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8185

9.306 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PNG
REVIEWED BY: GRS
PROJECT NO: 12236
FILE: L:\DWG\12236_GR-ZONING EXHIBIT 1
DATE: MAY 14, 2013

ZONING EXHIBIT 1

SHEET 2 / 2

C&R SURVEYING, LLC
"Accurate by Design"

13.852 ACRES
CITY OF LEANDER, ZONING TRACT 2
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 13.852 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656 AND THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 13.852 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE N83°29'34"W, over and across the 2144.875 acre tract a distance of 1222.51 feet to a calculated point, being the northeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following twenty (20) courses:

1. Along a curve to the left, having a radius of 650.00 feet, an arc length of 347.05 feet and a chord which bears S20°38'31"E, a distance of 342.94 feet to a calculated point at the end of said curve;
2. S56°53'48"W, a distance of 64.06 feet to a calculated point for the point of curvature of a curve to the right;
3. Along said curve to the right, having a radius of 712.00 feet, an arc length of 833.49 feet and a chord which bears N89°34'03"W, a distance of 786.70 feet to a calculated point at the end of said curve;
4. N56°01'53"W, a distance of 380.63 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 450.00 feet, an arc length of 38.05 feet and a chord which bears N58°27'12"W, a distance of 38.04 feet to a calculated point at the end of said curve;
6. S29°07'28"W, a distance of 25.00 feet to a calculated point;
7. S33°58'07"W, a distance of 194.66 feet to a calculated point;
8. N77°06'52"W, a distance of 190.87 feet to a calculated point;
9. N19°13'06"W, a distance of 157.71 feet to a calculated point;
10. N29°04'55"W, a distance of 25.35 feet to a calculated point;
11. N13°59'44"W, a distance of 25.12 feet to a calculated point;
12. N19°27'59"W, a distance of 179.16 feet to a calculated point;

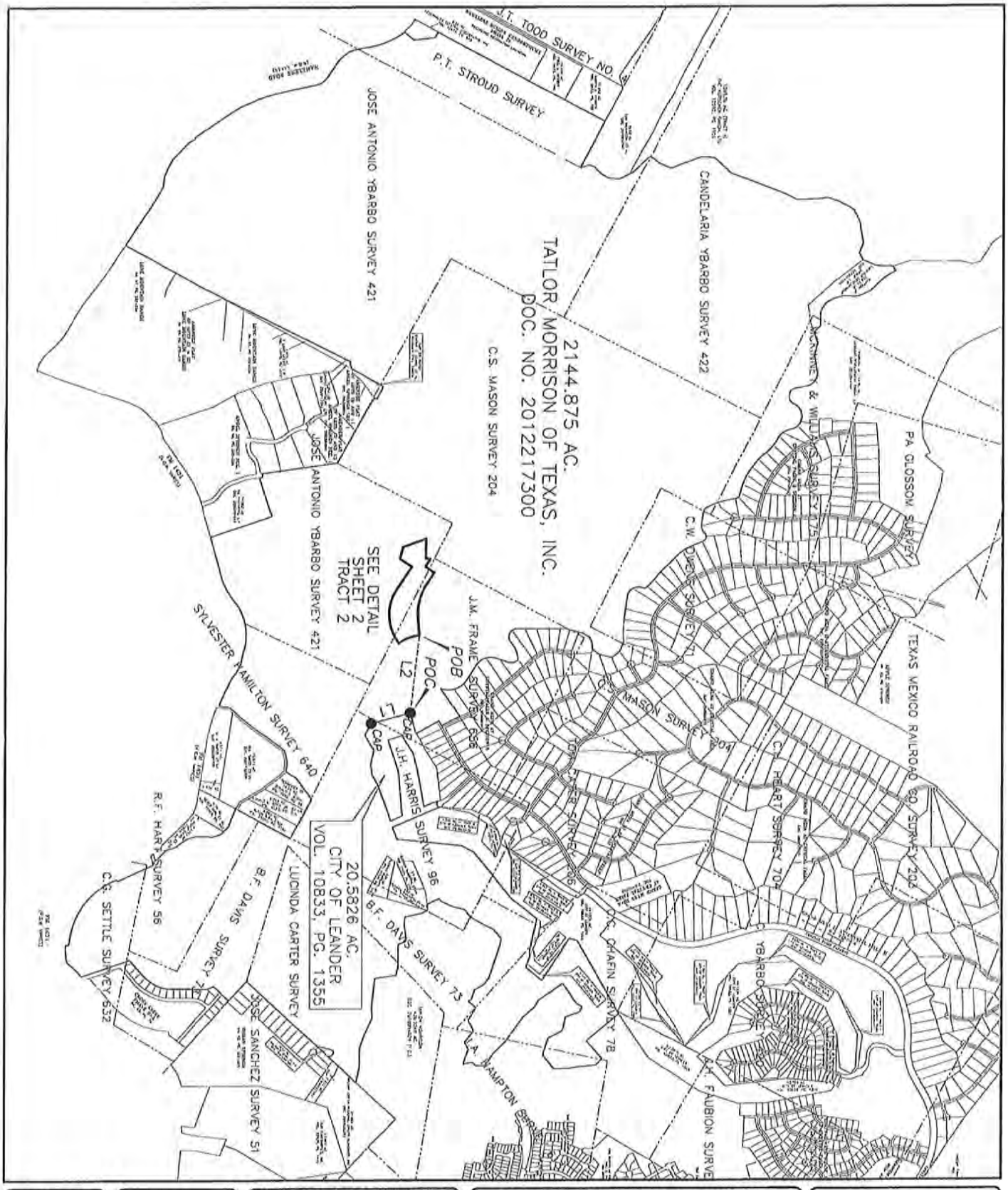
13. S89°03'05"E, a distance of 305.57 feet to a calculated point;
14. N08°08'34"E, a distance of 76.41 feet to a calculated point;
15. S56°01'53"E, a distance of 145.57 feet to a calculated point;
16. N33°58'07"E, a distance of 140.00 feet to a calculated point;
17. N26°02'31"E, a distance of 30.29 feet to a calculated point;
18. S56°01'53"E, a distance of 236.88 feet to a calculated point for the point of curvature of a curve to the left;
19. Along said curve to the left, having a radius of 780.00 feet, an arc length of 529.22 feet and a chord which bears S75°28'06"E, a distance of 519.12 feet to a calculated point at the end of said curve;
20. N85°05'40"E, a distance of 278.00 feet to the **POINT OF BEGINNING**, containing an area of **13.852** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 2.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

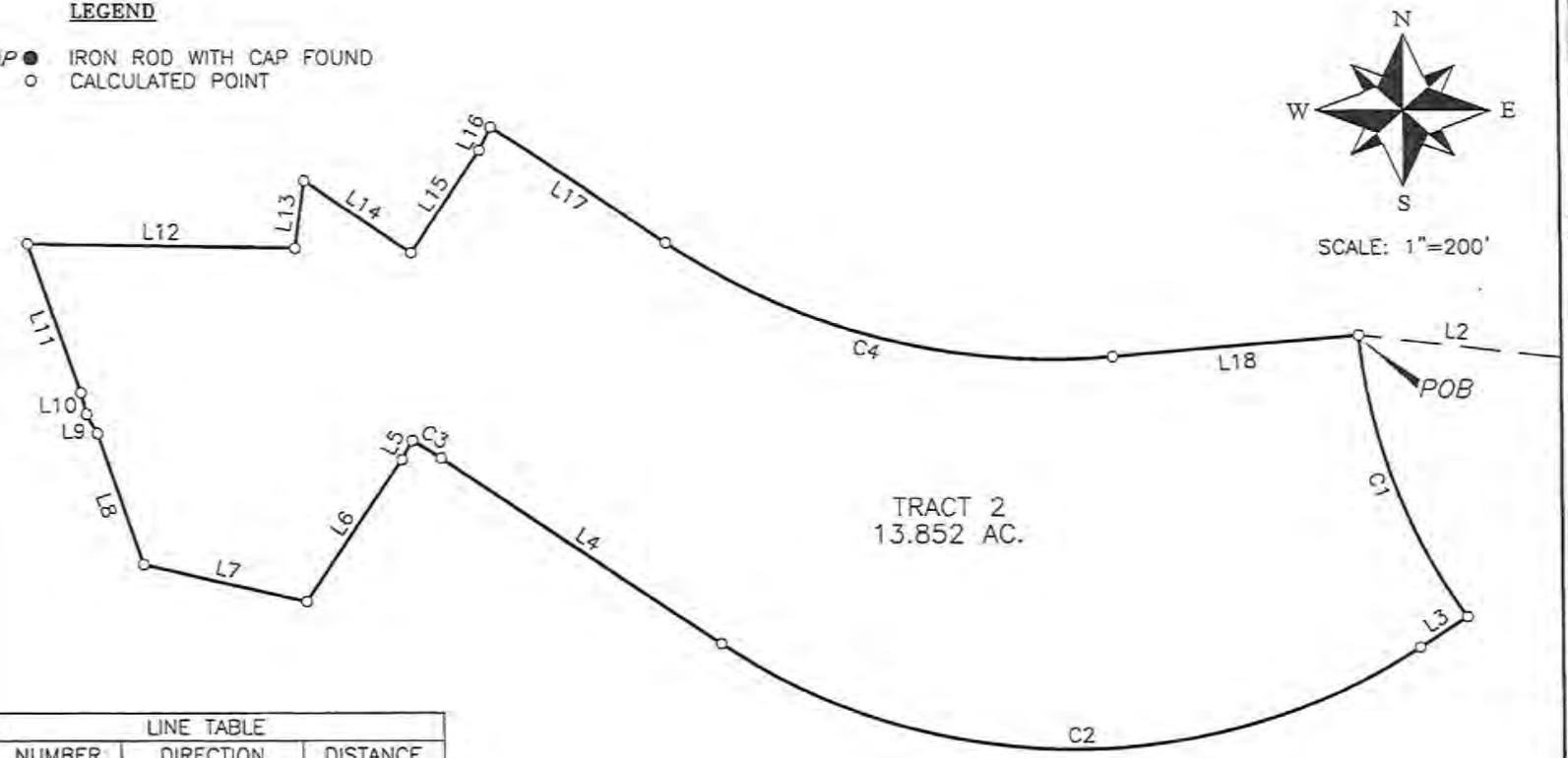
Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300



SHEET	ZONING EXHIBIT 2	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\12223\DWG\12223_GR-EX2 DATE: MAY 14, 2013	13.852 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656 AND THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	C&R SURVEYING, LLC 1805 OUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	N83°29'34"W	1222.51'
L3	S56°53'48"W	64.06'
L4	N56°01'53"W	380.63'
L5	S29°07'28"W	25.00'
L6	S33°58'07"W	194.66'
L7	N77°06'52"W	190.87'
L8	N19°13'06"W	157.71'
L9	N29°04'55"W	25.35'
L10	N13°59'44"W	25.12'
L11	N19°27'59"W	179.16'
L12	S89°03'05"E	305.57'
L13	N08°08'34"E	76.41'
L14	S56°01'53"E	145.57'
L15	N33°58'07"E	140.00'
L16	N26°02'31"E	30.29'
L17	S56°01'53"E	236.88'
L18	N85°05'40"E	278.00'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	30°35'28"	650.00'	347.05'	S20°38'31"E	342.94'
C2	67°04'19"	712.00'	833.49'	N89°34'03"W	786.70'
C3	4°50'39"	450.00'	38.05'	N58°27'12"W	38.04'
C4	38°52'27"	780.00'	529.22'	S75°28'06"E	519.12'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 2.doc

GR SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

13.852 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE J.M. FRAME SURVEY 656 AND THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\12236\DWG\12236_GR-EX2
DATE: MAY 14, 2013

ZONING EXHIBIT 2

SHEET 2 / 2

C&R SURVEYING, LLC
"Accurate by Design"

16.276 ACRES
CITY OF LEANDER, ZONING TRACT 3
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 16.276 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 16.276 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S77°13'46"W, over and across the 2144.875 acre tract a distance of 1352.27 feet to a calculated point, being the northeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following thirty-one (31) courses:

1. S17°46'53"E, a distance of 25.00 feet to a calculated point;
2. S03°13'26"E, a distance of 80.93 feet to a calculated point;
3. S57°10'31"E, a distance of 59.30 feet to a calculated point;
4. S85°36'18"E, a distance of 108.66 feet to a calculated point;
5. S56°19'19"E, a distance of 87.41 feet to a calculated point;
6. S43°44'47"E, a distance of 83.15 feet to a calculated point;
7. S39°19'09"E, a distance of 165.80 feet to a calculated point;
8. S33°27'32"E, a distance of 78.44 feet to a calculated point;
9. S20°25'23"E, a distance of 69.17 feet to a calculated point;
10. S11°31'58"W, a distance of 140.01 feet to a calculated point;
11. S34°06'06"W, a distance of 86.46 feet to a calculated point;
12. S84°15'29"W, a distance of 133.78 feet to a calculated point;
13. N75°00'30"W, a distance of 166.03 feet to a calculated point;
14. N37°41'27"W, a distance of 101.85 feet to a calculated point;
15. N13°07'45"W, a distance of 141.99 feet to a calculated point;

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Phone (512)267-7430 • Fax (512)836-8385

16. N46°13'28"W, a distance of 44.33 feet to a calculated point;
17. N61°37'43"W, a distance of 74.85 feet to a calculated point;
18. N71°05'57"W, a distance of 172.23 feet to a calculated point;
19. S70°34'00"W, a distance of 82.29 feet to a calculated point;
20. S31°42'03"W, a distance of 207.56 feet to a calculated point;
21. N58°17'57"W, a distance of 280.00 feet to a calculated point;
22. N43°30'01"W, a distance of 233.13 feet to a calculated point;
23. N76°06'26"W, a distance of 149.16 feet to a calculated point;
24. N45°35'49"W, a distance of 185.44 feet to a calculated point;
25. N12°39'50"W, a distance of 94.52 feet to a calculated point;
26. N23°40'07"E, a distance of 127.95 feet to a calculated point;
27. N33°58'07"E, a distance of 194.66 feet to a calculated point;
28. N29°07'28"E, a distance of 25.00 feet to a calculated point for the point of curvature of a curve to the right;
29. Along said curve to the right, having a radius of 450.00 feet, an arc length of 38.05 feet and a chord which bears S58°27'12"E, a distance of 38.04 feet to a calculated point at the end of said curve;
30. S56°01'53"E, a distance of 380.63feet to a calculated point for the point of curvature of a curve to the left;
31. Along said curve to the left, having a radius of 712.00 feet, an arc length of 643.08 feet and a chord which bears S81°54'23"E, a distance of 621.45 feet to the **POINT OF BEGINNING**, containing an area of **16.276** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 3.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

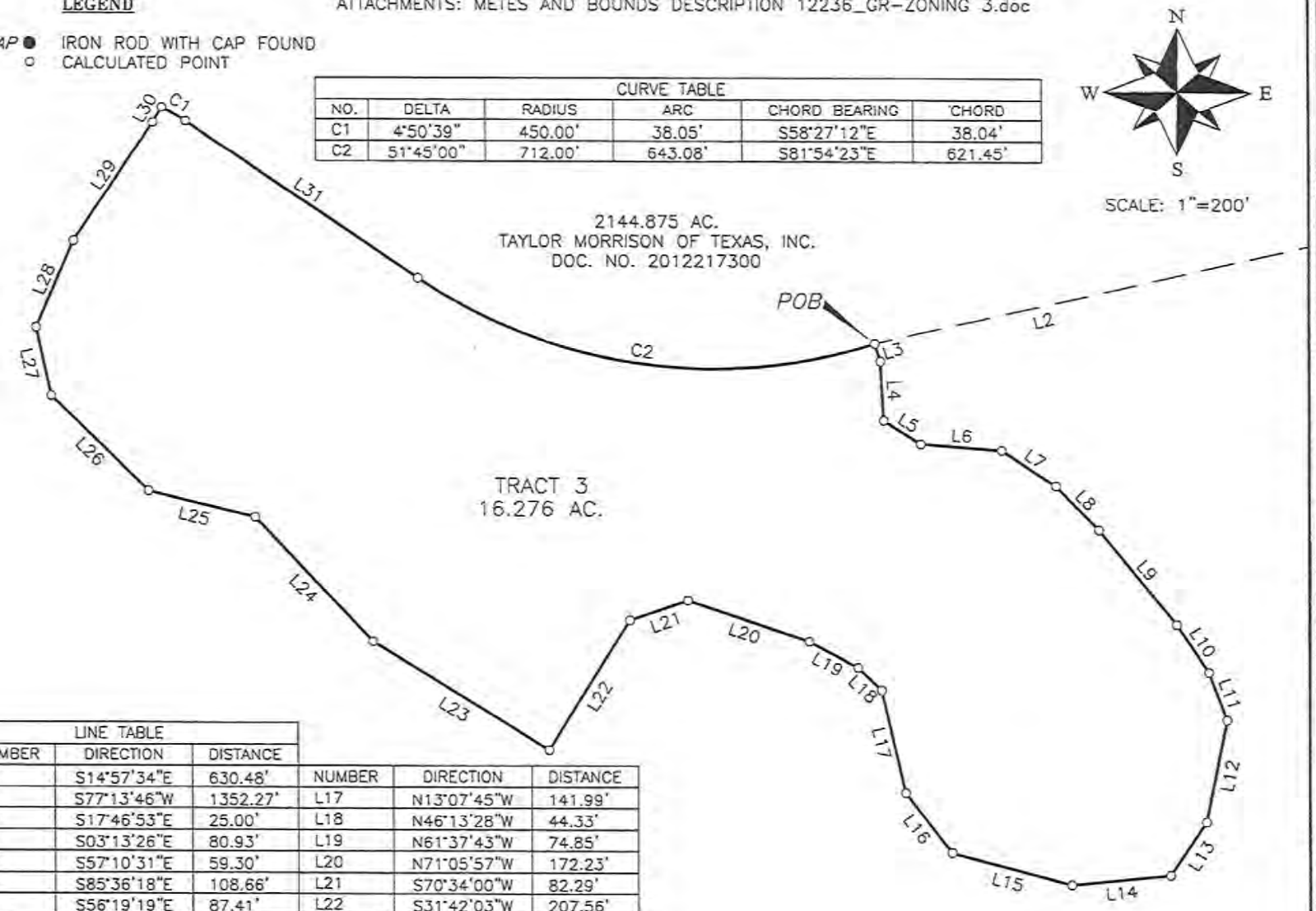
SHEET	ZONING EXHIBIT 3	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: ORS PROJECT NO: 12236 FILE: L:\DWG\12223_GR-ZONING EXHIBIT 3 DATE: MAY 14, 2013	16.276 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	C&R SURVEYING, LLC 1805 QUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 3.doc

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	4°50'39"	450.00'	38.05'	S58°27'12"E	38.04'
C2	51°45'00"	712.00'	643.08'	S81°54'23"E	621.45'



LINE TABLE					
NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'	L17	N13°07'45"W	141.99'
L2	S77°13'46"W	1352.27'	L18	N46°13'28"W	44.33'
L3	S17°46'53"E	25.00'	L19	N61°37'43"W	74.85'
L4	S03°13'26"E	80.93'	L20	N71°05'57"W	172.23'
L5	S57°10'31"E	59.30'	L21	S70°34'00"W	82.29'
L6	S85°36'18"E	108.66'	L22	S31°42'03"W	207.56'
L7	S56°19'19"E	87.41'	L23	N58°17'57"W	280.00'
L8	S43°44'47"E	83.15'	L24	N43°30'01"W	233.13'
L9	S39°19'09"E	165.80'	L25	N76°06'26"W	149.16'
L10	S33°27'32"E	78.44'	L26	N45°35'49"W	185.44'
L11	S20°25'23"E	69.17'	L27	N12°39'50"W	94.52'
L12	S11°31'58"W	140.01'	L28	N23°40'07"E	127.95'
L13	S34°06'06"W	86.46'	L29	N33°58'07"E	194.66'
L14	S84°15'29"W	133.78'	L30	N29°07'28"E	25.00'
L15	N75°00'30"W	166.03'	L31	S56°01'53"E	380.63'
L16	N37°41'27"W	101.85'			

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

16.276 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12221_GR-ZONING EXHIBIT 3
DATE: MAY 14, 2013

ZONING EXHIBIT 3

SHEET 2 / 2

0.482 ACRES
CITY OF LEANDER, ZONING TRACT 4
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.482 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.482 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S64°42'31"W, over and across the 2144.875 acre tract a distance of 1922.11 feet to a calculated point, being the northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following ten (10) courses:

1. S58°51'01"E, a distance of 28.25 feet to a calculated point;
2. S14°58'26"W, a distance of 79.46 feet to a calculated point;
3. S74°49'45"E, a distance of 169.94 feet to a calculated point;
4. S14°59'30"W, a distance of 10.45 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 180.00 feet, an arc length of 45.28 feet and a chord which bears S07°47'05"W, a distance of 45.16 feet to a calculated point at the end of said curve;
6. S00°34'41"W, a distance of 36.85 feet to a calculated point;
7. N89°25'19"W, a distance of 26.05 feet to a calculated point;
8. N75°00'30"W, a distance of 159.61 feet to a calculated point;
9. N00°41'55"E, a distance of 153.81 feet to a calculated point;
10. N31°42'03"E, a distance of 37.83 feet to a calculated point to the **POINT OF BEGINNING**, containing an area of **0.482** ACRES OF LAND MORE OR LESS.

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

G&R SURVEYING, LLC
"Accurate by Design"

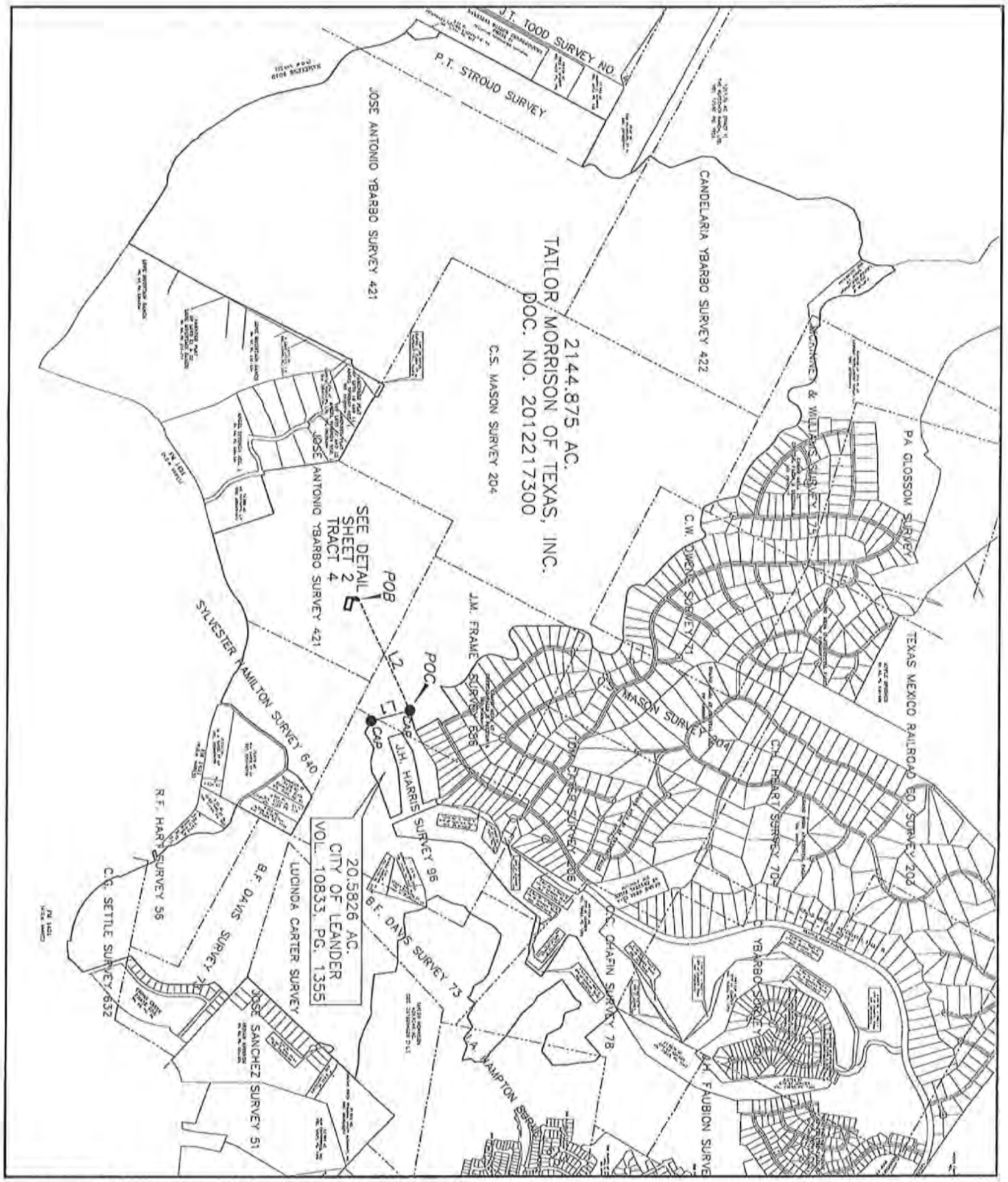
Attachments: 12236_GR-Zoning Exhibit 4.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



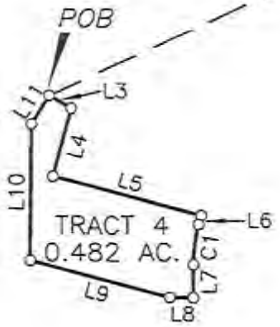
SHEET	ZONING EXHIBIT 4	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: I:\DWG\12223_GR-ZONING EXHIBIT 4 DATE: MAY 14, 2013	0.482 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	G&R SURVEYING, LLC 1805 QUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT

SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S64°42'31"W	1922.11'
L3	S58°51'01"E	28.25'
L4	S14°58'26"W	79.46'
L5	S74°49'45"E	169.94'
L6	S14°59'30"W	10.45'
L7	S00°34'41"W	36.85'
L8	N89°25'19"W	26.05'
L9	N75°00'30"W	159.61'
L10	N00°41'55"E	153.81'
L11	N31°42'03"E	37.83'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	14°24'48"	180.00'	45.28'	S07°47'05"W	45.16'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 4.doc

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

0.482 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 4
DATE: MAY 14, 2013

ZONING EXHIBIT 4

SHEET 2 / 2

0.337 ACRES
CITY OF LEANDER, ZONING TRACT 5
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.337 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.337 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S63°31'25"W, over and across the 2144.875 acre tract a distance of 1578.20 feet to a calculated point, being the northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following seven (7) courses:

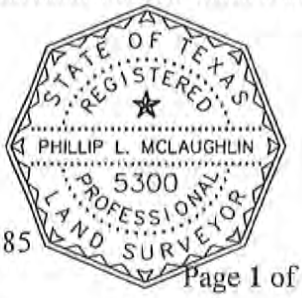
1. S71°05'57"E, a distance of 4.80 feet to a calculated point;
2. S61°37'43"E, a distance of 74.85 feet to a calculated point;
3. S46°13'28"E, a distance of 44.33 feet to a calculated point;
4. S13°07'45"E, a distance of 14.69 feet to a calculated point;
5. S59°02'31"W, a distance of 180.12 feet to a calculated point for the point of curvature of a curve to the left;
6. Along said curve to the left, having a radius of 50.00 feet, an arc length of 29.23 feet and a chord which bears N47°42'22"W, a distance of 28.82 feet to a calculated point at the end of said curve;
7. N24°15'50"E, a distance of 170.42 feet to the **POINT OF BEGINNING**, containing an area of **0.337** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 5.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300



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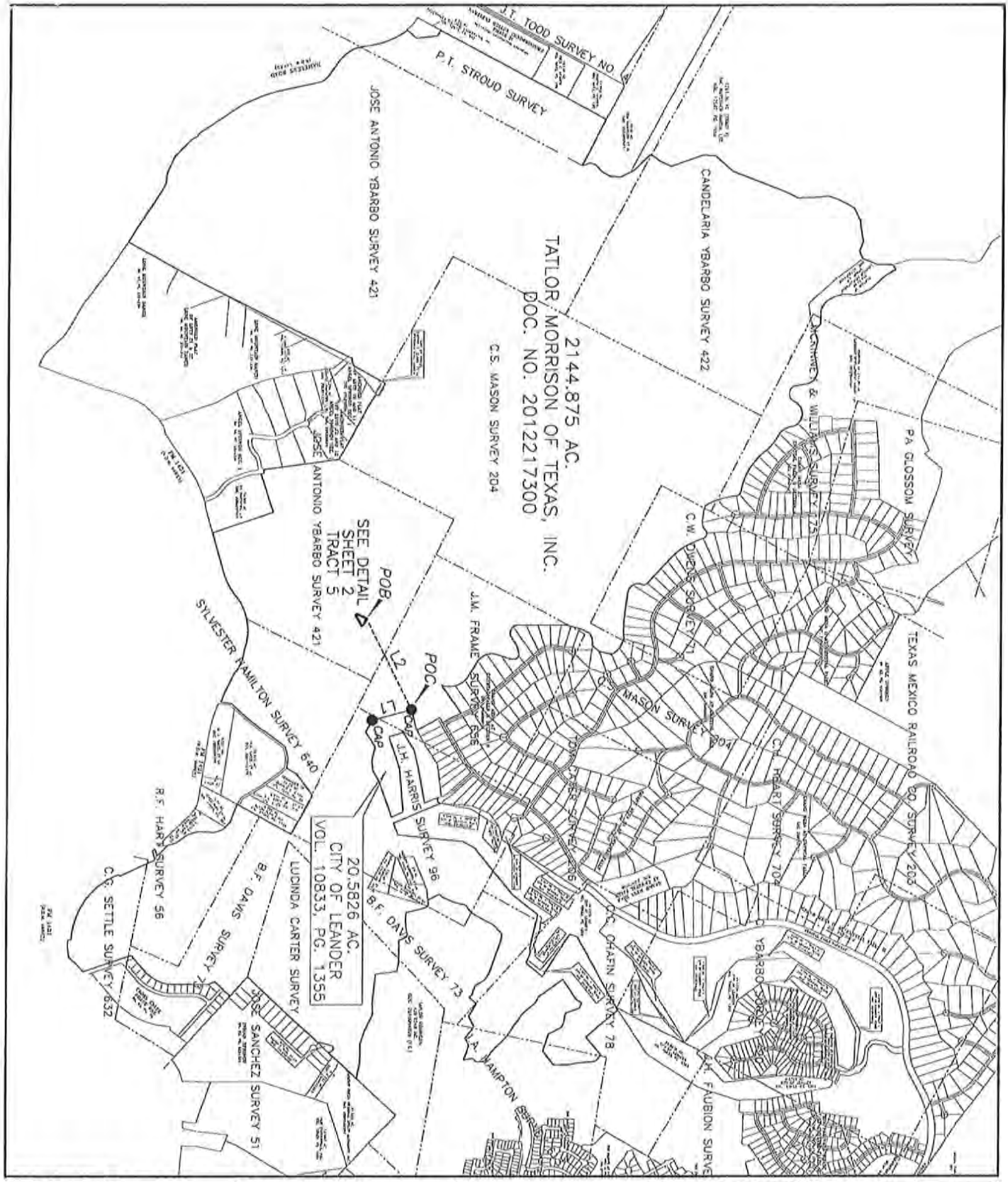
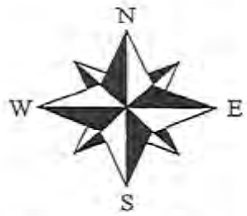
Phone (512)267-7430 • Fax (512)836-8385



SHEET	ZONING EXHIBIT 5	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PHC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\DWG\12223_GR-ZONING EXHIBIT 5 DATE: MAY 14, 2013	0.337 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	G&R SURVEYING, LLC 1805 OUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

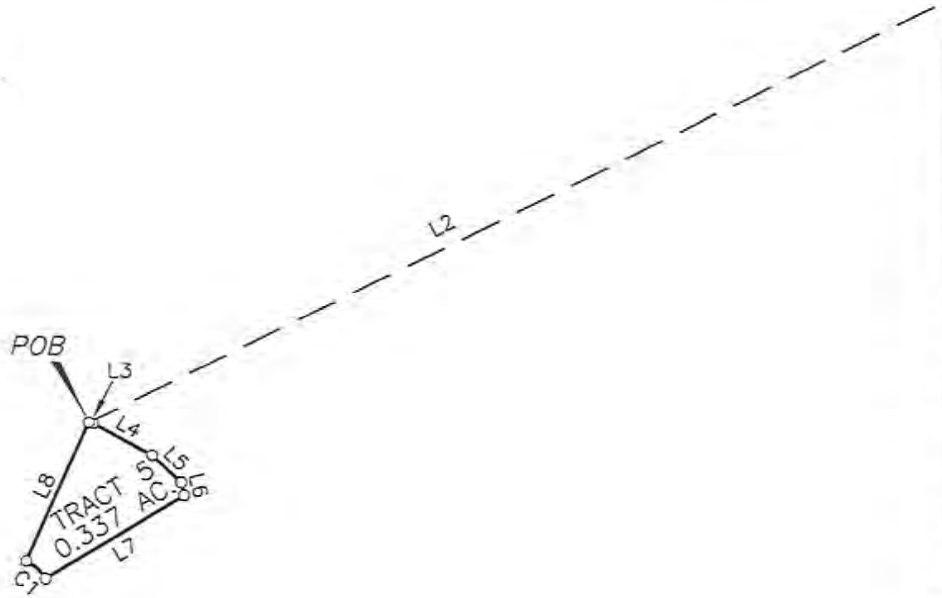
LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S63°31'25"W	1578.20'
L3	S71°05'57"E	4.80'
L4	S61°37'43"E	74.85'
L5	S46°13'28"E	44.33'
L6	S13°07'45"E	14.69'
L7	S59°02'31"W	180.12'
L8	N24°15'50"E	170.42'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	33°29'47"	50.00'	29.23'	N47°42'22"W	28.82'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 5.doc

SURVEYING, LLC
1805 OLIVIA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

0.337 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12233_GR-ZONING EXHIBIT 5
DATE: MAY 14, 2013

ZONING EXHIBIT 5

SHEET 2 / 2

G&R SURVEYING, LLC
"Accurate by Design"

0.621 ACRES
CITY OF LEANDER, ZONING TRACT 6
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.621 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.621 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S58°59'11"W, over and across the 2144.875 acre tract a distance of 1524.93 feet to a calculated point, being the northeasterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following six (6) courses:

1. S13°07'45"E, a distance of 127.30 feet to a calculated point;
2. S14°59'30"W, a distance of 101.75 feet to a calculated point;
3. N75°00'30"W, a distance of 170.00 feet to a calculated point;
4. N14°59'30"E, a distance of 48.63 feet to a calculated point for the point of curvature of a curve to the left;
5. Along said curve to the left, having a radius of 50.00 feet, an arc length of 40.10 feet and a chord which bears N07°59'00"W, a distance of 39.03 feet to a calculated point at the end of said curve;
6. N59°02'31"E, a distance of 180.12 feet to the **POINT OF BEGINNING**, containing an area of **0.621** ACRES OF LAND MORE OR LESS.

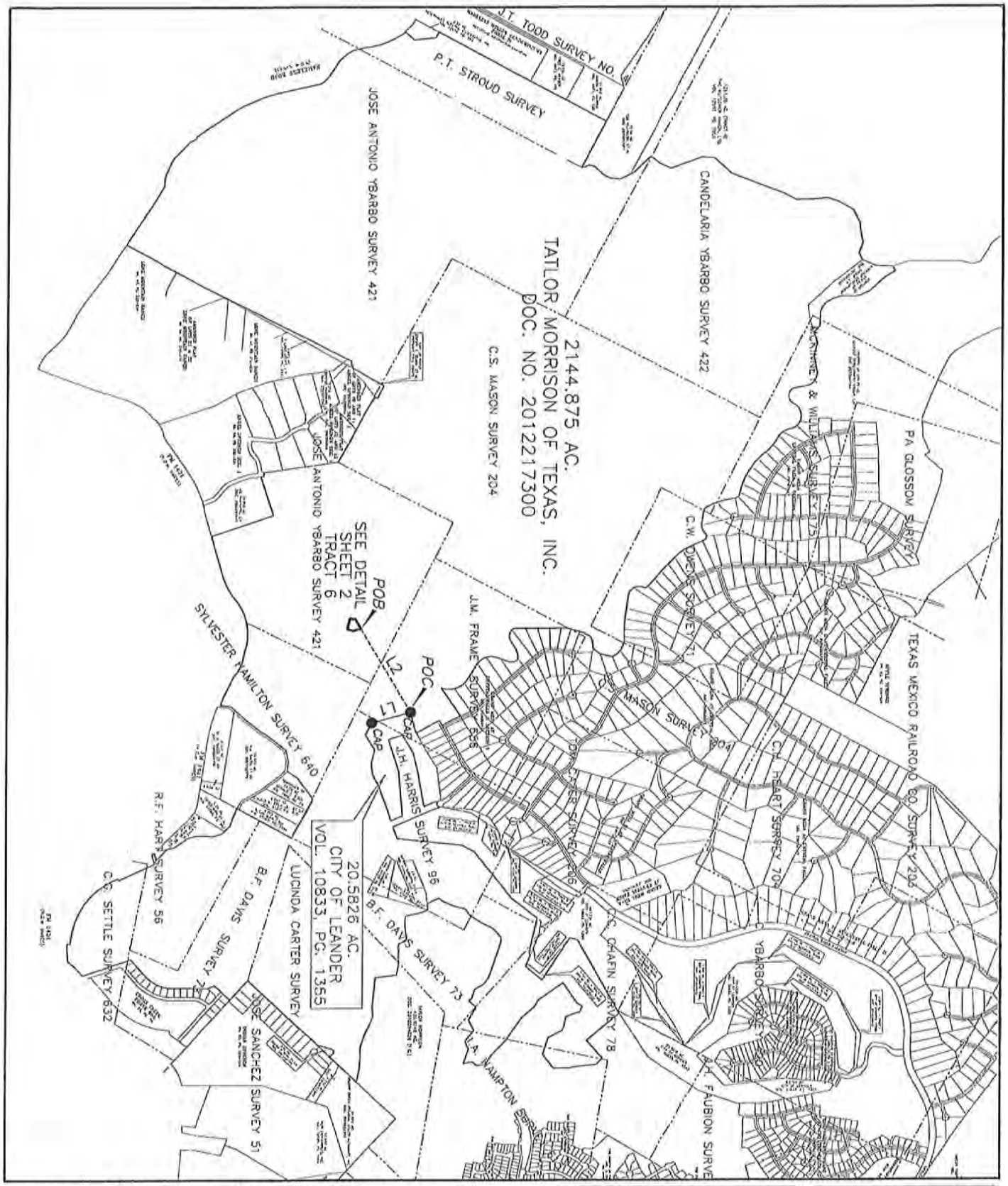
Attachments: 12236_GR-Zoning Exhibit 6.dwg

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

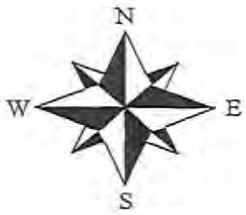
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



SHEET	ZONING EXHIBIT 6	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\DWG\12223_GR-ZONING EXHIBIT 6 DATE: MAY 14, 2013	0.621 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	C&R SURVEYING, LLC 1805 OUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

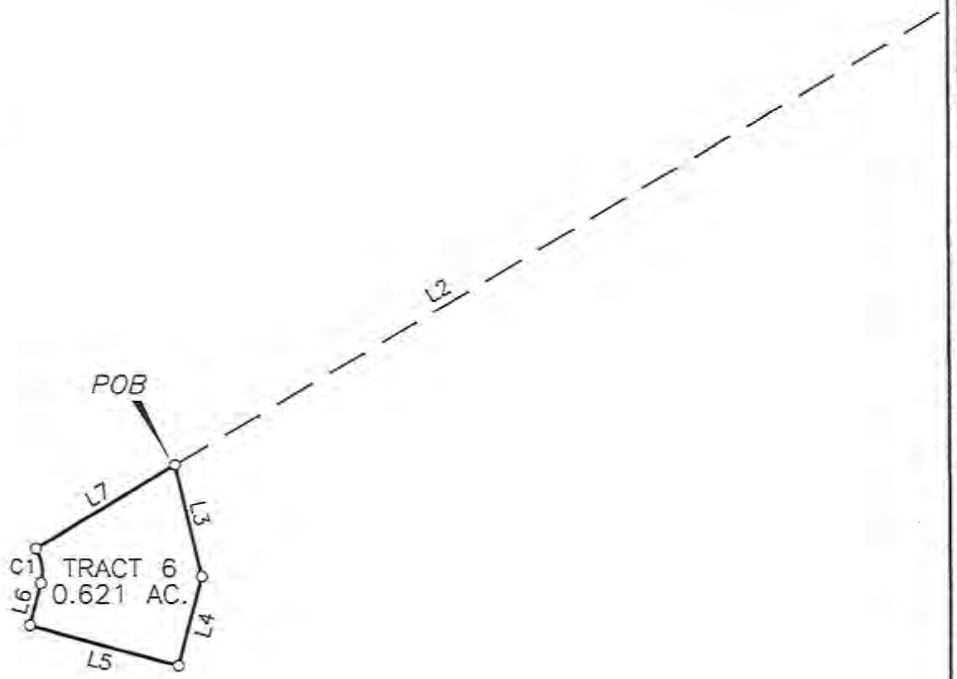
LEGEND

CAP ● IRON ROD WITH CAP FOUND
○ CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S58°59'11"W	1524.93'
L3	S13°07'45"E	127.30'
L4	S14°59'30"W	101.75'
L5	N75°00'30"W	170.00'
L6	N14°59'30"E	48.63'
L7	N59°02'31"E	180.12'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	45°56'58"	50.00'	40.10'	N07°59'00"W	39.03'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 6.doc

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

0.621 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PHC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12233_GR-ZONING EXHIBIT 6
DATE: MAY 14, 2013

ZONING EXHIBIT 6

SHEET 2 OF 2

0.527 ACRES
CITY OF LEANDER, ZONING TRACT 7
TAYLOR MORRISON OF TEXAS, INC.

DESCRIPTION OF 0.527 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.527 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with the cap found in the northerly line of said 2144.875 acre tract at the northwesterly corner of a 20.5826 acre tract described in a deed of record to the City of Leander in Volume 10833, Page 1355, Real Property Records of Travis County, Texas, from which an iron rod with cap found at the southwesterly corner of said 20.5826 acre tract bears S14°57'34"E, a distance of 630.48 feet;

THENCE S56°43'06"W, over and across the 2144.875 acre tract a distance of 1756.68 feet to a calculated point, being the northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across the 2144.875 acre tract, the following six (6) courses:

1. S75°00'30"E, a distance of 170.00 feet to a calculated point;
2. S14°59'30"W, a distance of 135.00 feet to a calculated point;
3. N75°00'30"W, a distance of 165.34 feet to a calculated point for the point of curvature of a curve to the left;
4. Along said curve to the left, having a radius of 325.00 feet, an arc length of 4.66 feet and a chord which bears N75°25'10"W, a distance of 4.66 feet to a calculated point at the end of said curve;
5. N14°59'30"E, a distance of 135.03 feet to the **POINT OF BEGINNING**, containing an area of **0.527** ACRES OF LAND MORE OR LESS.

Attachments: 12236_GR-Zoning Exhibit 7.dwg

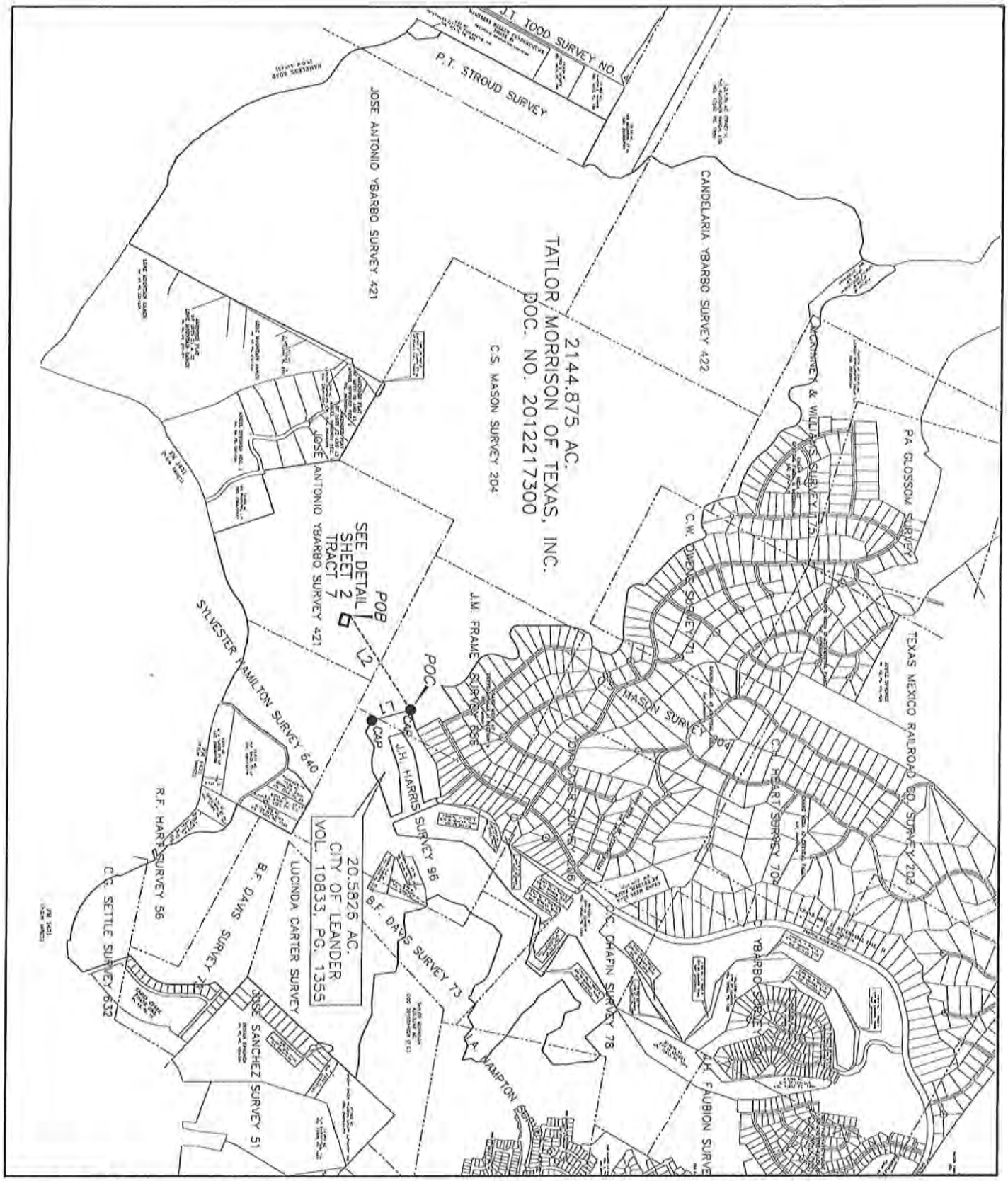
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Phillip L. McLaughlin 05-14-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

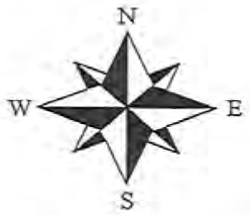
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



SHEET	ZONING EXHIBIT 7	BEARING BASIS: NAD 83 CENTRAL ZONE PLOTTING SCALE: 1" = 2000' DRAWN BY: PMC REVIEWED BY: DRS PROJECT NO: 12236 FILE: L:\DWG\12223_GR-ZONING EXHIBIT 7 DATE: MAY 14, 2013	0.527 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS	C&R SURVEYING, LLC 1805 QUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 2				

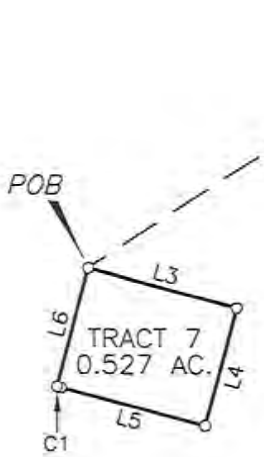
LEGEND

CAP ● IRON ROD WITH CAP FOUND
o CALCULATED POINT



SCALE: 1"=200'

2144.875 AC.
TAYLOR MORRISON OF TEXAS, INC.
DOC. NO. 2012217300



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S14°57'34"E	630.48'
L2	S56°43'06"W	1756.68'
L3	S75°00'30"E	170.00'
L4	S14°59'30"W	135.00'
L5	N75°00'30"W	165.34'
L6	N14°59'30"E	135.03'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	0°49'19"	325.00'	4.66'	N75°25'10"W	4.66'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 12236_GR-ZONING 7.doc

SURVEYING, LLC
1805 OLIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385

0.527 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE JOSE ANTONIO YBARBO SURVEY 421, BEING A PORTION OF A 2144.875 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TAYLOR MORRISON OF TEXAS, INC. IN DOCUMENT NUMBER 2012217300, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

BEARING BASIS: NAD 83 CENTRAL ZONE
PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 12236
FILE: L:\DWG\12223_GR-ZONING EXHIBIT 7
DATE: MAY 14, 2013

ZONING EXHIBIT 7

SHEET 2 / 2

AGENDA ITEM # 8

Executive Summary

August 01, 2013

Agenda Subject:	Special Use Permit Case #13-SU-002: Hold a public hearing and consider action on a Special Use Permit for a temporary parking lot associated with the model home complex, located at 2004 Champions Corner Court; legally described as Lot 3, Block G, The Bluffs at Crystal Falls Section 1, Phase 1B, Leander, Williamson County, Texas.
Background:	This request is the second step in the approval of a Special Use Permit.
Origination:	Applicant: Agent Rick Wilmeth on behalf of Tim Towell, Division President, Taylor Morrison.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval with the following conditions at the July 25, 2013 meeting: 1. The parking lot will comply with the Composite Zoning Ordinance landscaping requirements and 2. The parking lot will be removed within five (5) years
Attachments:	1. Planning Analysis 2. Zoning Map 3. Aerial Map 4. Letter of Intent 5. Proposed Site Plan 6. Ordinance 7. Minutes - Planning & Zoning Commission July 25, 2013
Prepared By:	Tom Yantis, AICP Development Services Director 07/26/2013

PLANNING ANALYSIS

SPECIAL USE PERMIT CASE 13-SU-001
2004 CHAMPIONS CORNER COURT

GENERAL INFORMATION

Owner: Taylor Morrison (Tim Towell, Division President)

Agent: Rick Wilmeth

Current Zoning: SFS-2-B (Single-Family Urban)

Size and Location: The subject property is located at 2004 Champions Corner Court, generally located to the northwest of the intersection of Osage Drive and Champions Corner Court.

Staff Contact: Robin M. Griffin, AICP
Senior Planner
City of Leander, Texas

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFS-2-B	Undeveloped Land Zoned for Single-Family (The Fairways)
EAST	SFS-2-B	Undeveloped Land Zoned for Single-Family (The Fairways)
SOUTH	SFU-2-B	Single-Family Neighborhood (The Bluffs)
WEST	SFS-2-B	Undeveloped Land Zoned for Single-Family (Greenbelt)

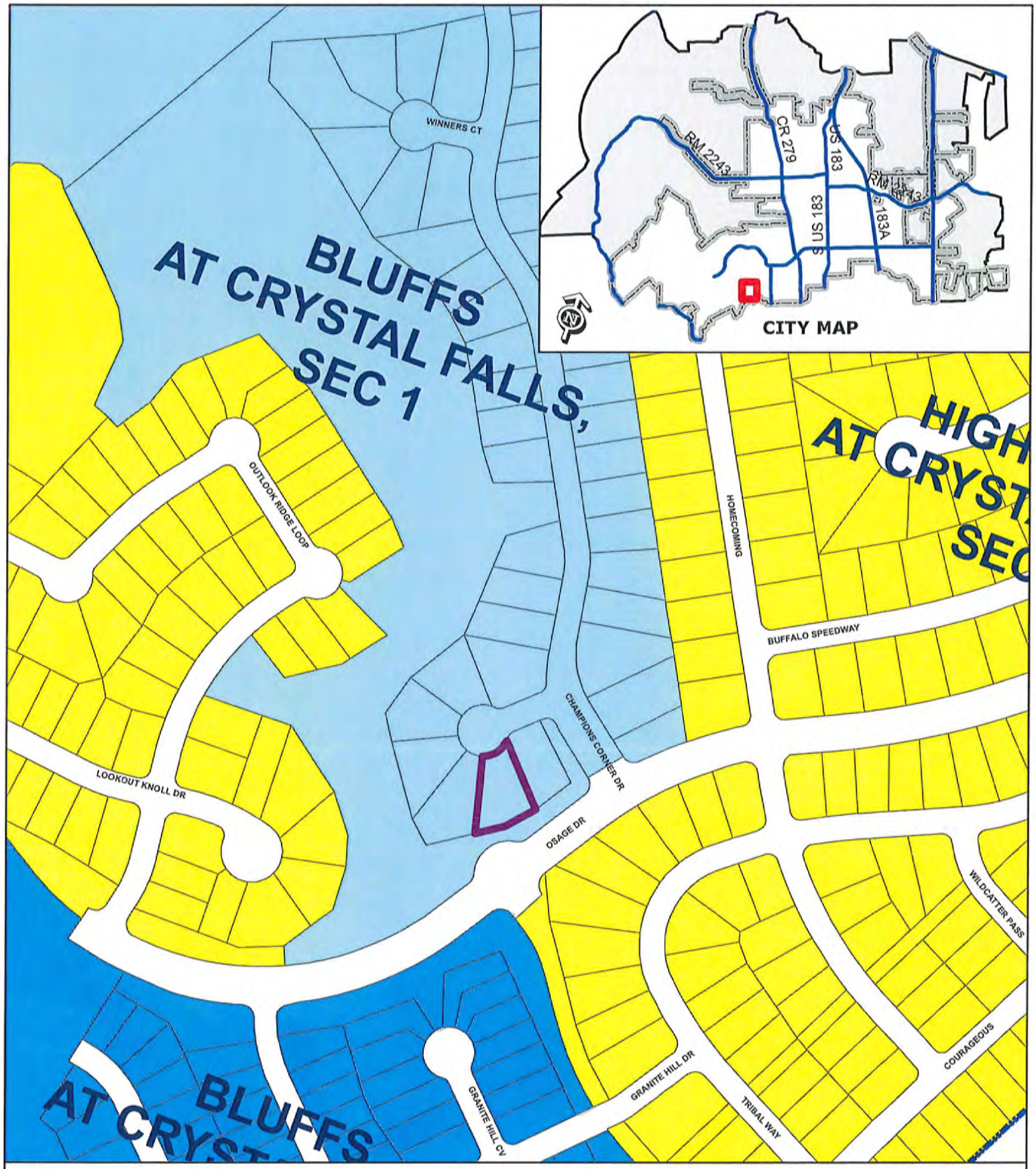
ANALYSIS:

Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use permitted by right. A use permitted by right is allowed in the specified zoning district(s) provided that the property owner complies with specified building and site requirements. The second type of use is what is referred to as a special use. A special use permit allows for certain land uses in a given zoning district and generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses.

The applicant is requesting a temporary parking lot in order to provide parking for their model home complex. This parking lot will offer a safer option for existing residents and potential home buyers. At a later date, the paved area will be removed and a home will be built.

Staff recommends approval of this special use permit with the following conditions:

1. The parking lot will comply with the Composite Zoning Ordinance landscaping requirements.
2. The parking lot will be removed within five years.



SPECIAL USE PERMIT CASE 13-SU-002

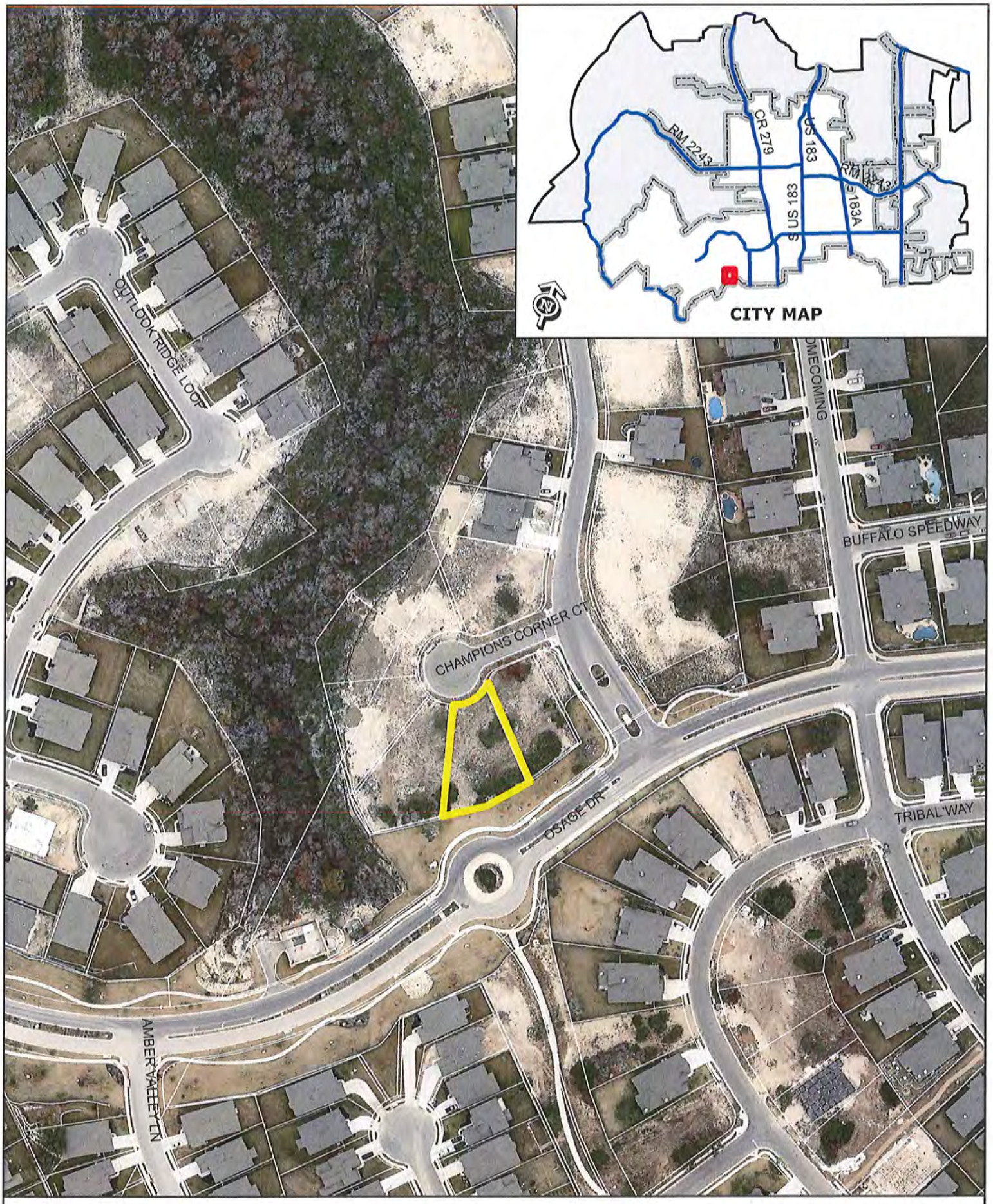
Attachment #2

Current Zoning Map
2004 Champions Corner Court
Temporary Model Home Parking Lot

Subject Property
City Limits

SFR	SFT	GC
SFE	SFU/MH	LI
SFS	TF	HI
SFU	MF	PUD
SFC	LO	
SFL	LC	

0 200 Feet



ZONING CASE 13-SU-002 Attachment #3

Aerial Exhibit - Approximate Boundaries
2004 Champions Corner Court

Subject Property

0 2

Feet

ATTACHMENT #4

TaylorMorrison

TAYLOR MORRISON
OF TEXAS, INC.

Austin Division
11200 Lakeline Blvd.
Suite 150A
Austin, TX 78717
p. (512) 328-8866
f. (512) 328-7988
taylormorrison.com

June 27, 2013

Taylor Morrison is requesting to build a temporary parking lot within our Crystal Falls community. This parking lot is in The Bluffs at Crystal Falls Section 1, Phase 1B. The address is 2004 Champions Corner Court, block G, lot 3. This lot will service the new models and help to minimize parking on the streets. The models and parking lot are located in a cul de sac and there are no occupied homes on this cul de sac. The parking lot will be landscaped with the required amount of trees and shrubs every 60 square feet. The parking lot will be removed at a later date and replaced with a single family residence.

Sincerely,

Vice President of Construction, Taylor Morrison

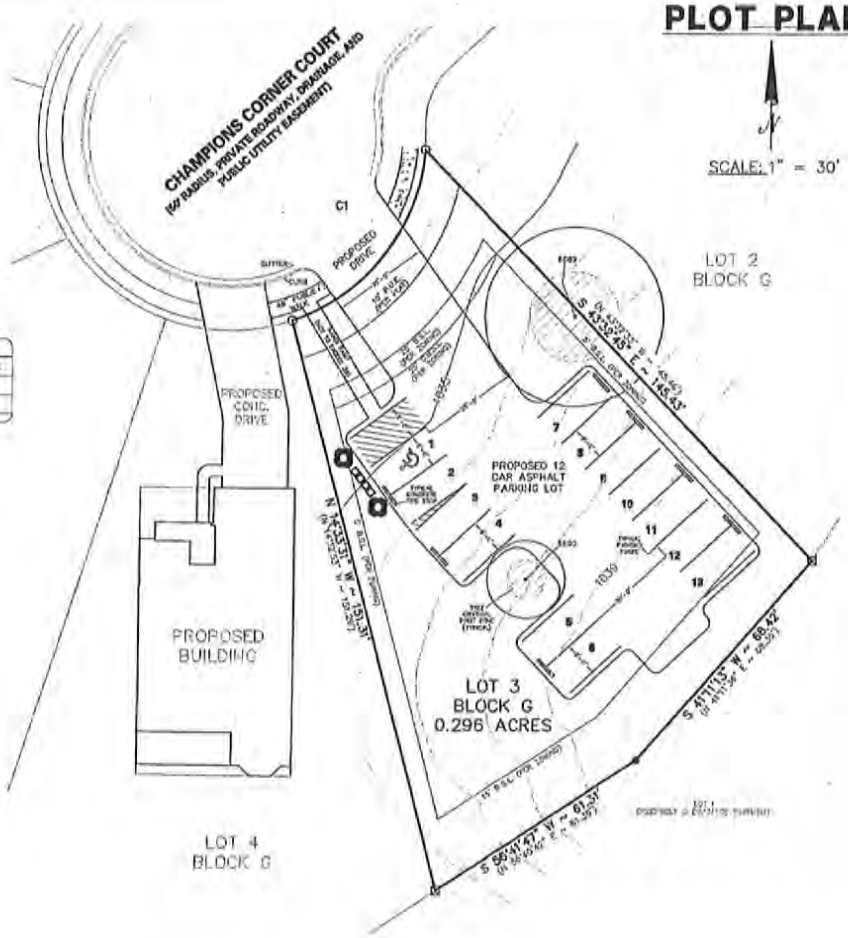
Taylor Woodrow Communities

taylor morrison Homes Inspired by You

PLOT PLAN

LEGEND	
●	½" CAPPED IRON ROD FOUND
○	½" (IRS) ATS IRON ROD SET
⊠	"X" INSCRIBED IN ROCK COLUMN
B.S.L.	BUILDING SETBACK LINE
R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION
	HANDICAP PARKING
	VOID REGION
□	SHRUB
	TREE

TREE LEGEND	
TREE #	TREE TYPE & DIAMETER SIZE IN INCHES
6689	LIVE OAK 23
6690	LIVE OAK 10



All easements of record as indicated on the most recent title run (dated: June 30, 2010, conducted by Stewart Title Guaranty Company for this property are shown on this site plan.

Pursuant to Ordinance No._____, the parking lot will be removed within____years.

All site utility lines are proposed to be located underground.

Exterior lighting shall be shielded such that the light source is not directly visible from the public ROW or adjacent residential districts or uses at the property line. Unshielded "wall pack" lighting is not proposed.

Al Clawson Disposal, Inc. shall be the sole provider of waste hauling for this site both during and after construction.

The developer and subsequent owners of the landscaped property, or the manager or agent of the owner, shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with an automatic irrigation system and watered as necessary to ensure continuous heathy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of the Landscape Ordinance.

Jim Bechtol, Development Services Director

Wayne S. Watts, P.E., City Engineer

Steve Bosak, Director of Parks and Recreation

Chief Joshua Davis, Fire Marshal

Property Owner Name(s): Taylor Morrison At Crystal Falls LLC
Address: 605 Las Cimas Parkway, Suite 350
Acreage: 0.297
Legal Description: S10078-Bluffs At Crystal Falls Sec 1 Ph 10, Block G, Lot 3, Acres 0.297
Land Use Summary: No buildings, Parking lot- 5877 Sq. Ft.
Parking Spaces Required: N/A
Parking Spaces Provided: 13
Date: 6/28/13
Person Preparing Plan: Mike McLaughlin
Address: xxxxxx
Phone: xxxxxx
Phone: (512) 328-8866
City/State/Zip: Austin, Texas 78746
Total Impervious Cover: 455
Property Address: 2004 Champions Corner Court
Company: ATS Engineers, Inspectors, Surveyors
Address: 912 S. Capital Of Texas Hwy Suite 450
City/State/Zip: Austin, Texas 78746
Phone: (512) 328-6995
Fax: (512) 328-6996

A.T.S. JOB#: 13050229s
Path: Projects/TaylorMorrisonHomes/CrystalFallsFluffs1-1B/Trees/Parking-003-00G-BCF1-1B.dwg

TAYLOR MORRISON HOMES AT CRYSTAL FALLS LLC

2004 CHAMPIONS CORNER COURT
LOT: 3 BLOCK: G
THE BLUFFS AT CRYSTAL FALLS SECTION I, PHASE B
WILLIAMSON COUNTY, TEXAS

BUILDER SHALL LOCATE AND VERIFY ALL DIMENSIONS, BUILDING SETBACKS, EASEMENTS AND BUILDING PLACEMENTS OR COMPLIANCE WITH ALL ORDINANCES AND RESTRICTIONS, AND SHALL NOTIFY THIS OFFICE OF ANY ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO THE ONSET OF CONSTRUCTION. THIS PLOT PLAN HAS BEEN DRAWN BASED ON INFORMATION GIVEN ON THE PLAT PROVIDED BY THE BUILDER AND IS SUBJECT TO ANY AND ALL BUILDING LINES, EASEMENTS AND RESTRICTIONS NOT SHOWN HERE.

DATE ISSUED
5/28/13

REVISIONS

NO.	DATE	REASON	BY
1	6/29/13	ADDED PARKING SPACES	MM
2	6/18/13	ADDED LOCATION MAP	MM
3	6/20/13	MOVED HANDI RAMP	MM
4	6/28/13	ADDED EXPLANATION PARK SPAC	MM

DRAWN BY:	CHECKED BY:
MM	KB

aileen merritt's ATS
www.ats-engineers.com
Engineers
Inspectors
& Surveyors
912 S. Capital of Texas Hwy.
SUITE 450
AUSTIN, TEXAS 78746
(512) 328-6995
FAX: (512) 328-6996

ATTACHMENT #5

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT FOR A TEMPORARY PARKING LOT ASSOCIATED WITH THE MODEL HOME COMPLEX ON ONE PARCEL OF LAND; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 0.297 acres, more or less, located in Leander, Williamson County, being more particularly described in Exhibit "A", commonly referred to as 2004 Champions Corner Court, Leander, Texas, legally described as Lot 3, Block G, The Bluffs at Crystal Falls Section 1, Phase 1B, more particularly described in Document Number 2010043397, Official Public Records of Williamson County, Texas, and identified by tax identification number R510797.

Section 4. Special Use Permit. The Special Use Permit is hereby approved for a temporary parking lot associated with the Model Home Park for the Property with the following conditions: 1) the parking lot will comply the Composite Zoning Ordinance landscape requirements and 2) the parking lot will be removed within five (5) years.

Section 5. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof;

but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 1st day of August, 2013.
FINALLY PASSED AND APPROVED on this the 22nd day of August, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

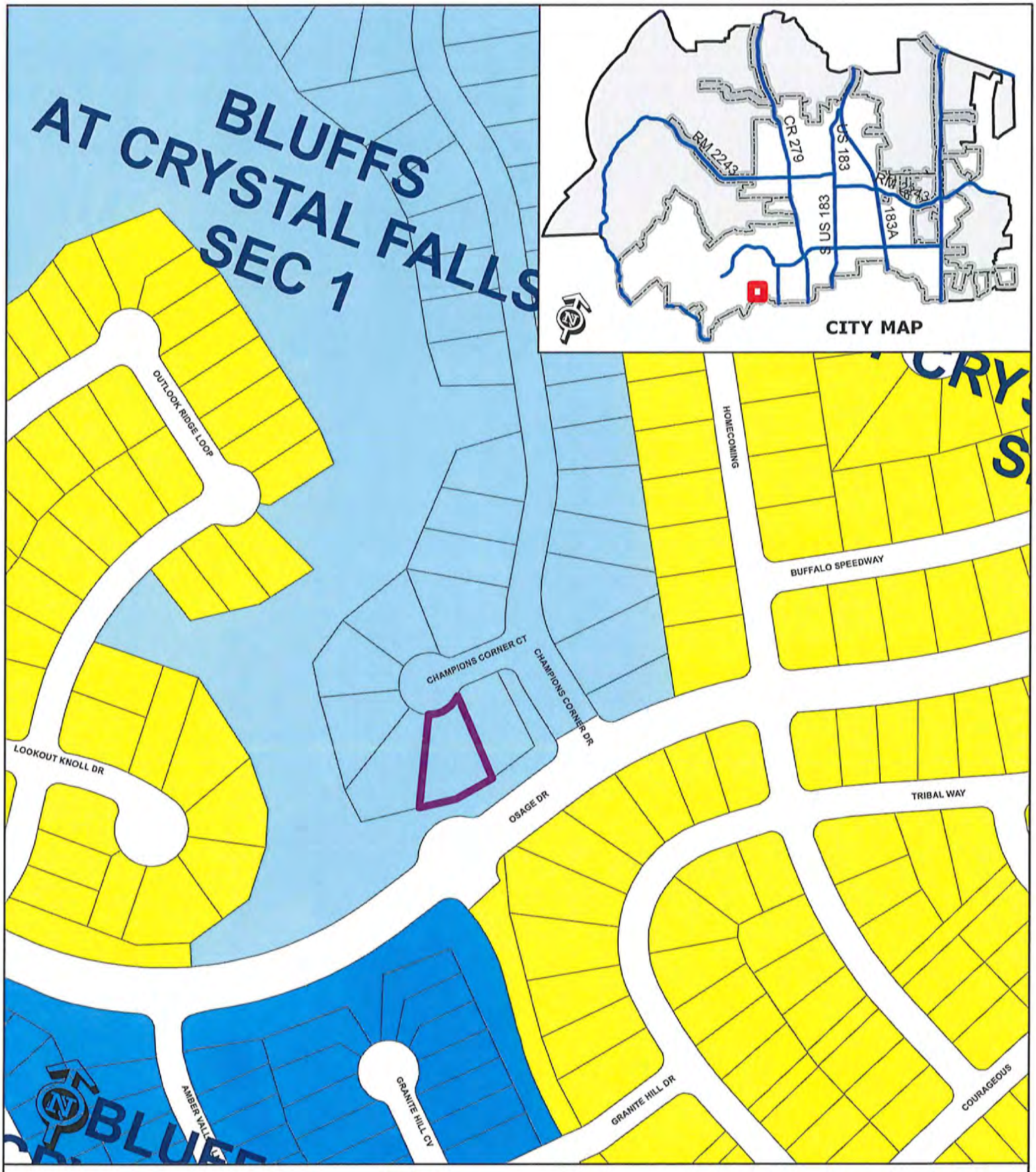


EXHIBIT A

Special Use Permit Case 13-SU-002

2004 Champions Corner Court
Model Home Parking

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

SFR SFT GC
SFE SFU/MH LI
SFS TF HI
SFU MF PUD
SFC LO
SFL LC

0 200
Feet

4. Director's report to P & Z Commissioners on actions taken by the City Council on recommendations from the Commission.
Tom Yantis, Director of Development Services, reported on actions that were taken by the City Council, at their July 18, 2013 meeting, on items that were recommended from the P & Z Commission. In addition, he discussed the City Council retreat that was held on July 13, 2013. At the retreat, the City Council requested a joint workshop with the Planning & Zoning Commission to discuss the TOD and Comprehensive Plan Action Items. This joint workshop is scheduled for August 1, 2013 starting at 6:00 pm.

5. Citizen Communications - Three (3) minutes of time is allowed, per speaker
No one wished to speak.

Public Hearing

6. Special Use Permit Case #13-SU-002: Hold a public hearing and consider action on a Special Use Permit for a temporary parking lot associated with the model home complex, located at 2004 Champions Corner Court; legally described as Lot 3, Block G, The Bluffs at Crystal Falls Section 1, Phase 1B, Leander, Williamson County, Texas. Applicant: Agent Rick Wilmeth on behalf of Tim Towell, Division President, Taylor Morrison.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Rick Wilmeth spoke on the proposed special use permit.

c) Open Public Hearing

Chairman Abruzzese opened the public hearing.
No one wished to speak.

d) Close Public Hearing

Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Wixson motioned to approve the special use permit with staff recommendations, Commissioner Sokol seconded the motion. Motion passed unanimously.

AGENDA ITEM # 9

Executive Summary

August 01, 2013

Agenda Subject: Consideration of a Development Agreement for the Magnolia Creek subdivision.

Background: The applicant purchased a partially developed property previously approved as the Woods of Mason Creek II Preliminary Plat and wishes to change the approved phasing plan for the Subdivision, which was approved by the Planning and Zoning Commission on July 10, 2003 (the "2003 Phasing Plan") and to provide the sequence of events for development of certain aspects of the Property.

The subdivision totals approximately 91 acres with approximately 274 single-family lots, 2 small commercial lots and greenbelt lots along Mason Creek. Section 4 of the original phasing plan was final platted in 2004 consisting of 74 single-family lots. Most of the subdivision construction was completed, however there were items that were left incomplete when the previous owner filed for bankruptcy. D.R. Horton has already completed or is in the process of completing some of those items and the remaining are covered in the development agreement.

The Development Agreement key points are as follows:

1. Modify the phasing plan and section boundaries of the preliminary plat;
2. Require completion of uncompleted items and ongoing maintenance related to subdivision infrastructure and amenities that the previous owner did not complete or maintain;
3. Require the establishment of an HOA;

4. Require execution of one or more license agreements for maintenance of improvements within the right-of-way;
5. Require deeding of greenbelt lots to the City.

Origination: Applicant: D.R. Horton.

Financial Consideration: None

Recommendation: Staff recommends approval of the proposed development agreement.

Attachments: 1. Development Agreement and Exhibits

Prepared By: Tom Yantis, AICP
Development Services Director

0722/2013

DEVELOPMENT AGREEMENT
FOR THE MAGNOLIA CREEK SUBDIVISION

This Development Agreement for the Magnolia Creek Subdivision (the "Agreement") is made and entered into, effective as of the ___ day of _____, 2013, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Continental Homes of Texas, L.P.**, a Texas limited partnership (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

(a) The Developer purchased a partially developed property being a portion of that certain 91.124 +/- acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for single-family residential and commercial uses as the Magnolia Creek Subdivision (previously the Woods of Mason Creek II) (the "Subdivision"). The prior developer for the Property went into bankruptcy and ceased development of the Property. Developer wishes to change the approved phasing plan for the Subdivision, which was approved as the Preliminary Plat for the Woods of Mason Creek II by the City of Leander Planning and Zoning Commission on July 10, 2003 and to provide the sequence of events for development of certain aspects of the Property.

(b) The City is agreeable to modifying the phasing plan for the Subdivision under the terms and conditions set forth in this Agreement.

(c) The Developer will benefit from modifying the phasing plan for the Subdivision and developing the Property in accordance with the sequence of events as provided herein. This Agreement will benefit the City by facilitating the completion of the Subdivision, thereby increasing the ad valorem tax revenues, and ensuring that public infrastructure is installed, the property interests identified herein are conveyed to the City, and that the private facilities and common areas of the Subdivision are adequately maintained.

(d) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

(a) The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances.

Section 3. Modified Phasing Plan. The phasing plan for the Subdivision attached hereto as Exhibit B and incorporated herein for all purposes, which modifies the section boundaries and phasing plan set forth in the Preliminary Plat for the Woods of Mason Creek II and the minutes of the meeting at which the Preliminary Plat was approved by the City of Leander Planning and Zoning Commission on July 10, 2003, is hereby approved (the "Phasing Plan"). References to sections or phases of the Subdivision in this Agreement shall refer to those set forth in the Phasing Plan.

Section 4. Development of the Subdivision; Sequence of Events

(a) The Property and Subdivision shall be developed in accordance with the Phasing Plan, this Agreement, the approved development applications submitted hereunder, all applicable local, state, and federal regulations, as amended from time to time, and good engineering practices. In event of a conflict between the timing of events required by City ordinances and this Agreement, this Agreement shall control.

(b) It shall be a condition of approval of any applications for development of the Property submitted after the Effective Date that, in addition to any other requirements for approval of a development application under the City's ordinances, Developer has:
   (1) Completed and obtained City acceptance of the sidewalks, not including individual house lots which have not yet been built upon, for Section 4 of the Subdivision;
   (2) Repaired and maintained in good condition to the City's satisfaction the fencing on S. West Drive;
   (3) Within 180 days after the Effective Date, repaired and remodeled the existing entry features for the Subdivision located on lots owned by the Developer or the home owners' association for the Subdivision created pursuant to Section 4(d) (the "HOA");
   (4) Maintained free of weeds and tall grass the lot located at the intersection of Sonny Drive and S. West Drive, more particularly described as Lot 14, Block M of the Woods at Mason Creek II, Section 4; and
   (5) Brought into and maintained in good condition and repair all common areas, community signage, fencing, and landscaping for the Subdivision until the HOA assumes such maintenance obligations.

(c) It shall be a condition of the City's acceptance of the public improvements for Section 5 that, in addition to any other requirements for acceptance of public improvements under the City's ordinances, the Developer has:
   (1) Submitted and obtained the City's acceptance of a revised site development plan for a homeowner's association private amenity center, which shall include a pool (the "Amenity Center");
   (2) Submitted and obtained the required building permits for construction of the Amenity Center; and
   (3) Posted fiscal surety that complies with the Section 28(d), Exhibit A, Chapter 10 of the City's Code of Ordinances, as amended, guaranteeing the completion of the Amenity Center in the amount of 110% of the estimated construction costs of the Amenity Center. Developer may use the previous developer's design for the amenity center for the Subdivision as a basis to estimate the construction costs for the Amenity Center. The Amenity Center shall be completed no later than 12 months from the date the

building permit is issued. If the Amenity Center is not completed within the timeframe required herein, the City may call the fiscal surety and cause the Amenity Center to be constructed.

(d) The Developer shall establish a home owner's association that will have binding, continuing responsibility for the maintenance, repair and operation of the property and improvements within the Subdivision owned by and to be owned by the HOA (including, but not limited to landscaping, signage, fencing, entry features, and the Amenity Center for the Subdivision) and shall establish adequate funding for such maintenance, repair, and operation (the "Maintenance Obligation"). The HOA's Maintenance Obligation shall further include: (1) operation, maintenance, and repair of non-standard street signs, including poles, if approved and installed; (2) operation, maintenance and repair of non-standards streetlights being those other than standard Hapco streetlights, if approved and installed; (3) mowing drainage easements and drainage improvements located on HOA property; and (4) operating, maintaining, and repairing commercial drainage improvements and drainage improvements serving the Amenity Center. The HOA's Maintenance Obligation shall be noted on the plat and in the restrictive covenants filed of record for the Subdivision. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the Maintenance Obligations of the HOA, shall give the City authority to judicially enforce the covenants requiring adequate assessments to be made and collected and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement. The Maintenance Obligations required to be recorded in the restrictive covenants by this Agreement shall be in a form substantially similar to those set forth in Exhibit C and shall be approved by the City before being recorded. Compliance with this section shall be a condition of final plat approval.

(e) Developer shall execute and obtain the City's approval of one or more license agreements in a form substantially similar to the form attached hereto as Exhibit D prior to the installation of any improvements in the City's right-of-way, upon any other City property, or upon property to be dedicated to the City (the "License Agreement"). Developer may assign the License Agreement to the HOA when Developer assigns maintenance obligations for the improvements installed on City property to the HOA, provided that HOA has been legally established and the Developer has complied with Section 4(d) above and further provided that the HOA first submits proof to the City of compliance with the insurance requirements under the License Agreement.

(f) Within ninety days after approval of the construction plans for Section 2 by the City and the U.S. Army Corps of Engineers (if required), Developer shall convey to the City free and clear of any liens or encumbrances Lot 5, Block Q, Section 4 and Lot 16, Block H, Section 5 of the Subdivision, as generally shown in Exhibit E for a greenbelt and trail system (the "Greenbelt Lots"), by special warranty deed in a form acceptable to the City. It shall be a condition of acceptance of public improvements for Section 2 that the Greenbelt Lots have been conveyed to and accepted by the City. The City shall construct a trail system on the Greenbelt Lots as generally shown in Exhibit F. The construction plans for Section 2 shall include plans and specifications for a two-lane bridge crossing for the portion of Sonny Drive crossing Mason Creek within the subdivision, the paved portion of which shall be

twenty-eight feet wide, with five foot-wide sidewalks on both sides of the travelled roadway.

Section 5. Assignment of Commitments and Obligations. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed. The City hereby agrees to the assignment of the License Agreement to the HOA; provided that HOA has been legally established and the Developer has complied with Section 4(d) above and further provided that the HOA first submits proof to the City of compliance with the insurance requirements under the License Agreement. .

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances;

explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

McKamie, Krueger, & Knight, LLP
Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Continental Homes of Texas, L.P.
c/o DR Horton - Land Development
Justin Davis
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 14. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 15. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 16. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 17. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 18. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 19. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 20. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description
Exhibit B – Modified Phasing Plan
Exhibit C – HOA Covenants

Exhibit D – License Agreement
Exhibit E – Greenbelt Lots
Exhibit F – General Illustration of Trail System

EXECUTED in multiple originals this the ____ day of _____, 20____.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2013, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

(SEAL)

DEVELOPER:
CHTEX of Texas, Inc.
(a Delaware corporation)
The Sole General Partner of Continental Homes of Texas, L.P.

By:_____
Name: Richard Maier
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2013, by _____, _____ of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation.

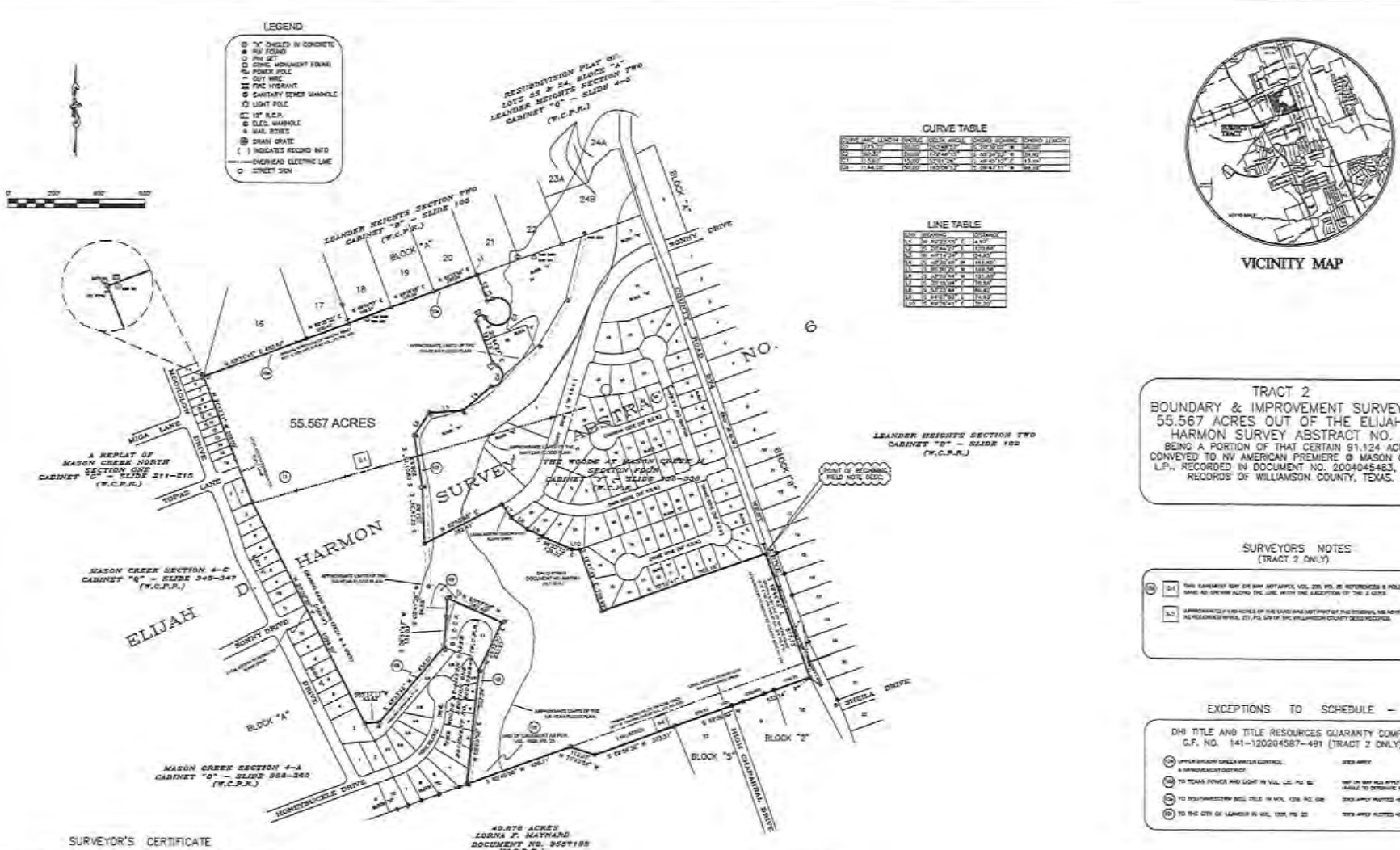
_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Description of Property

The Property consists of the land described in the boundary survey and field notes included as a part of this Exhibit "A" and the following lots within the Woods of Mason Creek II, Section 4:
Woods at Mason Creek II Section 4, Block Q, Lot 1, Acres 0.62 (Drainage Easement)
Woods at Mason Creek II Section 4, Block Q, Lot 2, Acres 1.57 (Park, Amenities)
Woods at Mason Creek II Section 4, Block Q, Lot 3, Acres 0.90 (Drainage Easement)
Woods at Mason Creek II Section 4, Block Q, Lot 5, Acres 6.18 (Greenbelt)
Woods at Mason Creek II Section 4, Block Q, Lot 6, Acres 2.64 (Parkland)
Woods at Mason Creek II Section 4, Block Q, Lot 7, Acres 0.64 (Drainage Easement)
Woods at Mason Creek II Section 4, Block M, Lot 14, Acres 1.18 (Commercial)



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1275.72'	800.00'	091°23'03"	S 01°34'32" W	1145.00'
C2	1256.64'	800.00'	090°00'00"	S 45°00'00" E	1131.37'
C3	1125.82'	720.00'	089°36'39"	S 45°12'20" E	1013.99'
C4	1144.59'	720.00'	091°06'13"	S 00°47'11" W	1028.07'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 90°00'00" E	4.50'
L2	S 00°44'29" E	1229.80'
L3	N 89°15'31" E	254.85'
L4	S 00°30'48" W	183.80'
L5	S 89°29'12" E	1068.08'
L6	S 00°30'48" W	183.80'
L7	N 89°29'12" W	1251.88'
L8	S 00°30'48" W	726.50'
L9	N 89°29'12" W	360.40'
L10	S 44°57'52" E	74.93'
L11	S 44°57'52" E	134.07'

VICINITY MAP

TRACT 2
BOUNDARY & IMPROVEMENT SURVEY OF 55.567 ACRES OUT OF THE ELIJAH D. HARMON SURVEY ABSTRACT NO. 6
BEING A PORTION OF THAT CERTAIN 91.124 ACRES CONVEYED TO NV AMERICAN PREMIERE @ MASON CREEK, L.P., RECORDED IN DOCUMENT NO. 2004045483, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

SURVEYORS NOTES
(TRACT 2 ONLY)

(1) 1-1 THIS EASEMENT MAY OR MAY NOT APPLY, VOL. 235, PG. 20, REFERENCES 6 POLES & 3 GUYS SAME AS SHOWN ALONG THE LINE WITH THE EXCEPTION OF THE 2 GUYS.

2-2 APPROXIMATELY 1.08 ACRES OF THIS LAND WAS NOT PART OF THE ORIGINAL 91.124 ACRE TRACT AS RECORDED IN VOL. 277, PG. 529 OF THE WILLIAMSON COUNTY DEED RECORDS.

EXCEPTIONS TO SCHEDULE - B

DHI TITLE AND TITLE RESOURCES GUARANTY COMPANY
G.F. NO. 141-120204587-491 (TRACT 2 ONLY)

(10A) UPPER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT — AREA AFFECT

(10B) TO TEXAS POWER AND LIGHT IN VOL. 120, PG. 82 — MAY OR MAY NOT AFFECT, UNABLE TO DETERMINE POINT OF ORIGIN

(10C) TO SOUTHWESTERN BELL TELE. IN VOL. 1234, PG. 246 — DOES AFFECT PLOTTED HEREON

(10D) TO THE CITY OF LEANDER IN VOL. 1305, PG. 20 — DOES AFFECT PLOTTED HEREON

SURVEYOR'S CERTIFICATE

I, [illegible], REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS, OF HAYNIE CONSULTING, INC., DO HEREBY CERTIFY THAT THIS SURVEY IS AN UPDATE OF THE ORIGINAL SURVEY DATED NOVEMBER 20, 1998, MADE FROM AN ON THE GROUND SURVEY PERFORMED UNDER MY SUPERVISION; THAT PROPERTY DESCRIBED HEREON IS AN ACCURATE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND DURING THE ORIGINAL SURVEY AND REVEALED FOR ANY CHANGES OF CONDITIONS DURING THE FIELD WORK PHASES OF THE SURVEY UPDATE; THAT SURVEY MADE NOT IDENTIFY ANY ENCUMBRANCES, RIGHTS SUCH AS CONSTRUCTION, EASEMENTS, CONFLICTS, ETC. UNLESS THEY COULD BE VISIBLY OBSERVED FROM THE SURFACE DURING THE ON THE GROUND SURVEY UTILITIES IN THE AREA PERFORMED, TITLE COMMITMENT, NO MINERAL RIGHTS ARE SHOWN OR RESEARCHED FOR THIS SURVEY.

1-30-13
DATE

FLOOD PLAIN NOTE

THE UNDERSIGNED DOES FURTHER CERTIFY THAT ALL ANGLER PORTIONS OF THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND ZONE "AE" AND IS WITHIN A 100 YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD BOUNDARY MAP, PANEL NO. 48491C0455E, DATED SEPTEMBER 26, 2008.

BEARING BASIS

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS PROVIDED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA) GPS (LRA) NAVEL DERIVED IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN ADJUSTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Providence Lane
Round Rock, Texas 78664-3275
PH. 512-837-2446 FAX 512-837-9463

SKETCH TO ACCOMPANY FN13015
JOB No. 574-12-01 (96-120 ORIG)

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A 55.567 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6 SITUATED IN WILLIAMSON COUNTY, TEXAS; SAID 55.567 ACRE TRACT BEING THE REMAINDER TRACT OF THE 91.124 ACRE TRACT OF LAND DESCRIBED IN AN "AFFIDAVIT FOR RECORDING WITH SPECIAL WARRANTY DEED" TO NV AMERICAN PREMIERE AT MASON CREEK, LP, AS RECORDED IN DOCUMENT NO. 2004045483 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 55.567ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HAYNIE CONSULTING CAPPED IRON ROD FOUND IN A STANDARD CONCRETE MONUMENT IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 274, A.K.A. WEST DRIVE (50' WIDE RIGHT-OF-WAY), SAME POINT BEING THE FURTHEST SOUTHEAST CORNER OF "THE WOODS AT MASON CREEK II, SECTION FOUR", A SUBDIVISION OF RECORD IN CABINET "Y", SLIDE 336 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED 55.567 ACRE TRACT OF LAND;

THENCE, S 19°44'43" E, ALONG SAID WEST R.O.W. LINE OF COUNTY ROAD 274 (WEST DRIVE), A DISTANCE OF 577.73 FEET TO A HAYNIE CONSULTING CAPPED IRON ROD SET, BEING THE NORTHEAST CORNER OF LOT 18, BLOCK "2" OF "HIGH CHAPARRAL", A SUBDIVISION OF RECORD IN CABINET "B", SLIDE 77 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE MOST EASTERLY SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, S 69°39'03" W, ALONG THE NORTH LINE OF SAID "HIGH CHAPARRAL" SUBDIVISION, A DISTANCE OF 632.14 FEET TO A FOUND CONCRETE MONUMENT, FOR A POINT IN THE SOUTH LINE OF THIS HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG THE SOUTH LINE HEREOF, SAME BEING A PORTION OF THE NORTH LINE OF A 49.876 ACRE TRACT DESCRIBED IN A DEED TO LORNA F. MAYNARD AS RECORDED IN DOCUMENT NO. 9557196 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1) S 69°56'36" W, A DISTANCE OF 373.51 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
2) N 71°43'54" W, A DISTANCE OF 112.07 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
3) S 69°46'58" W, A DISTANCE OF 486.71 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET, SAME BEING THE MOST SOUTHEASTERLY CORNER OF "THE WOODS AT MASON CREEK, SECTION ONE", A SUBDIVISION OF RECORD IN DOCUMENT NO. 2002020349 OF THE OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR AN EXTERIOR ELL CORNER OF THIS HEREIN DESCRIBED TRACT,

THENCE, AROUND THE PERIMETER OF SAID "THE WOODS AT MASON CREEK, SECTION ONE", THE FOLLOWING SEVEN (7) COURSES AND DISTANCES;

1) N 06°05'52" E, A DISTANCE OF 507.24 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
2) N 25°32'30" E, A DISTANCE OF 233.97 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
3) N 65°57'56" W, A DISTANCE OF 262.66 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
4) S 02°41'35" W, A DISTANCE OF 84.68 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
5) S 04°31'47" W, A DISTANCE OF 131.03 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
6) S 40°23'46" W, A DISTANCE OF 438.01 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
7) S 85°17'11" W, A DISTANCE OF 63.63 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET, SAME BEING IN THE EAST LINE OF LOT 3, BLOCK "D" OF "MASON CREEK, SECTION 4-C", A SUBDIVISION OF RECORD IN CABINET "Q", SLIDE 345 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT,

THENCE, N 27°02'38" W, ALONG SAID EAST LINE OF "MASON CREEK, SECTION 4-C", A DISTANCE OF 1094.30 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND FOR THE NORTHEAST CORNER OF LOT 3, BLOCK "L" OF SAID SUBDIVISION, SAME BEING THE SOUTHEAST CORNER OF LOT 2, BLOCK "L" OF "A REPLAT OF MASON CREEK NORTH, SECTION ONE", A SUBDIVISION OF RECORD IN CABINET "G", SLIDE 211 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AN ANGLE POINT IN THE WEST LINE OF THIS HEREIN DESCRIBED TRACT;

THENCE, N 21°13'11" W, ALONG A PORTION OF THE EAST LINE OF SAID "REPLAT OF MASON CREEK NORTH, SECTION ONE", A DISTANCE OF 595.00 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR THE SOUTHWEST CORNER OF LOT 16, BLOCK "A" OF "LEANDER HEIGHTS, SECTION TWO", A SUBDIVISION OF RECORD IN CABINET "B", SLIDE 105 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH LINE OF SAID "LEANDER HEIGHTS, SECTION TWO" SAME BEING THE NORTH LINE HEREOF, THE FOLLOWING SIX (6) COURSES AND DISTANCES;

1) N 69°31'45" E, A DISTANCE OF 482.87 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
2) N 69°35'32" E, A DISTANCE OF 200.46 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
3) N 69°16'57" E, A DISTANCE OF 199.54 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
4) N 69°16'46" E, A DISTANCE OF 200.00 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
5) N 69°12'46" E, A DISTANCE OF 200.00 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
6) N 69°23'15" E, A DISTANCE OF 4.97 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID "THE WOODS AT MASON CREEK II, SECTION FOUR", SAME BEING A PORTION OF THE EAST LINE HEREOF, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES;

1) S 20°44'27" E, A DISTANCE OF 120.88 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
2) N 69°14'34" E, A DISTANCE OF 24.85 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR A POINT OF CURVATURE,
3) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A DELTA OF 262°48'57", AN ARC LENGTH OF 275.22 FEET, AND A CHORD BEARING S 20°39'02" W, A DISTANCE OF 90.00 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR A POINT OF COMPOUND CURVATURE,
4) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DELTA OF 172°48'15", AN ARC LENGTH OF 60.32 FEET, AND A CHORD BEARING S 65°39'23" W, A DISTANCE OF 39.92 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR A POINT OF TANGENCY,
5) S 20°44'27" E, A DISTANCE OF 193.78 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR A POINT OF CURVATURE,
6) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A DELTA OF 52°01'28", AN ARC DISTANCE OF 13.62 FEET, AND A CHORD BEARING S 46°45'12" E, A DISTANCE OF 13.16 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR A POINT OF COMPOUND CURVATURE,
7) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DELTA OF 165°06'13", AN ARC DISTANCE OF 144.08 FEET, AND A CHORD BEARING S 09°47'11" W, A DISTANCE OF 99.16 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET FOR A NON-TANGENT POINT,
8) S 48°38'46" W, A DISTANCE OF 161.60 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
9) S 86°50'29" W, A DISTANCE OF 149.56 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
10) S 33°03'44" W, A DISTANCE OF 121.68 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
11) S 09°01'15" E, A DISTANCE OF 228.93 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN SET,
12) S 02°24'39" E, A DISTANCE OF 251.80 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND FOR THE SOUTHWEST CORNER OF LOT 1, BLOCK "P" OF SAID "THE WOODS AT MASON CREEK II, SECTION FOUR", SAME BEING AN INTERIOR ELL CORNER OF THIS HEREIN DESCRIBED TRACT,

THENCE, N 62°50'48" E, ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK "P" AND LOT 1, BLOCK "Q" OF SAID "THE WOODS AT MASON CREEK II, SECTION FOUR", A DISTANCE OF 382.41 FEET TO AN IRON PIN FOUND FOR A POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF SONNY DRIVE (70' WIDE R.O.W.), SAME BEING AN EXTERIOR ELL CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, S 35°15'04" E, CROSSING SAID SONNY DRIVE R.O.W., A DISTANCE OF 70.56 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND IN THE SOUTHEAST R.O.W. LINE OF SAID SONNY DRIVE, SAME BEING THE NORTHWEST CORNER OF LOT 35, BLOCK "I" OF SAID SUBDIVISION,

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID "THE WOODS AT MASON CREEK II, SECTION FOUR", SAME BEING A PORTION OF THE EAST LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1) S 53°23'44" E, A DISTANCE OF 86.92 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
2) S 64°07'03" E, A DISTANCE OF 74.93 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
3) S 66°52'15" E, A DISTANCE OF 139.52 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
4) S 89°26'41" E, A DISTANCE OF 35.20 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND,
5) S 19°41'49" E, A DISTANCE OF 289.90 FEET TO A HAYNIE CONSULTING CAPPED IRON PIN FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID "THE WOODS AT MASON CREEK II, SECTION FOUR", SAME BEING AN INTERIOR ELL CORNER OF THIS HEREIN DESCRIBED TRACT,

THENCE, N 70°15'41" E, ALONG THE SOUTH LINE OF SAID "THE WOODS AT MASON CREEK II, SECTION FOUR", A DISTANCE OF 762.18 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 55.567 ACRES OF LAND MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (**LCRA**) GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCE SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

I, TIMOTHY E. HAYNIE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

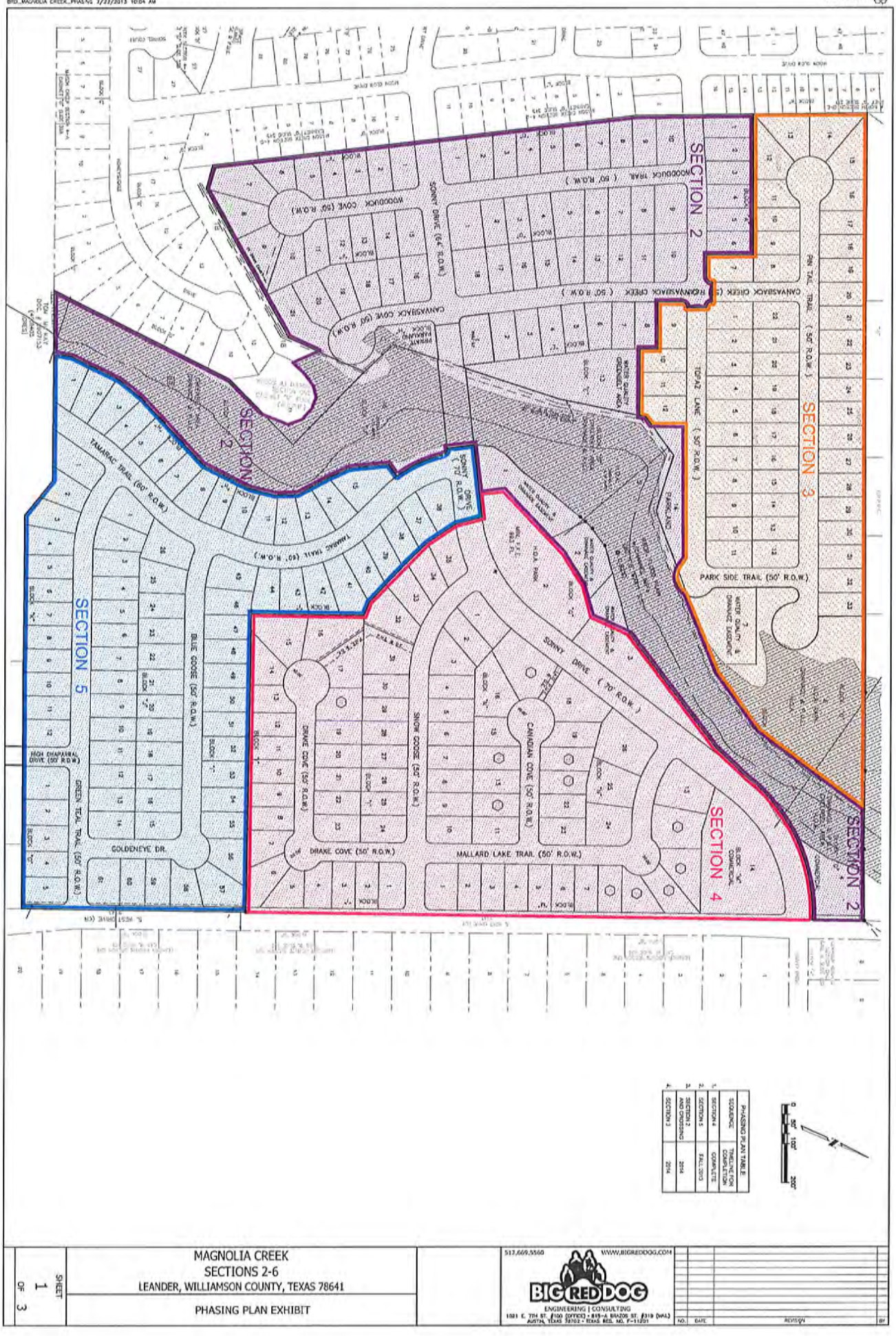
DATE: 12-24-12

TIMOTHY E. HAYNIE
RPLS NO. 2380
STATE OF TEXAS

HAYNIE CONSULTING, INC.
ENGINEERS - SURVEYORS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

EXHIBIT B

Modified Phasing Plan



MAGNOLIA CREEK
SECTIONS 2-6
LEANDER, WILLIAMSON COUNTY, TEXAS 78641

PHASING PLAN EXHIBIT

SHEET 1 OF 3

512.669.5560 WWW.BIGREDDOG.COM
BIG RED DOG
ENGINEERING | CONSULTING
1501 E. 7TH ST. #100 (OFFICE) • 815-A BRAZOS ST. #319 (MAIL)
AUSTIN, TEXAS 78702 • TEXAS REG. NO. F-11201

NO.	DATE	REVISION	BY

EXHIBIT C

HOA Covenants

Maintenance and Assessment of Association Property.The Association or its designee shall have the obligation to operate, maintain, and repair the property and improvements owned by and to be owned by the Association (including, but not limited to, landscaping, signage, fencing, entry features, and the Amenity Center for the Subdivision) (the "Maintenance Obligation"). The HOA's Maintenance Obligation shall further include: (1) operation, maintenance, and repair of non-standard street signs, including poles; (2) operation, maintenance and repair of non-standards streetlights being those other than standard Hapco streetlights; (3) mowing drainage easements and drainage improvements located on HOA property; and (4) operating, maintaining, and repairing commercial drainage improvements and drainage improvements serving the Amenity Center. The Association shall further have the obligation to maintain, and levy and collect assessments to fund the Maintenance Obligation. The Association shall levy assessments ("Subdivision Assessments") against each Lot in the Subdivision for the cost of the Maintenance Obligations, and all other costs reasonably associated with the Subdivision as the Board determines appropriate. The City of Leander shall have the power and the authority to judicially enforce the covenants herein requiring the Association to fulfill the Maintenance Obligations and to levy and collect adequate assessments to fund the Maintenance Obligations (the "Maintenance Obligation Covenants"). The City of Leander is hereby designated as a representative under Section 202.004(2), Texas Property Code, and may enforce the Maintenance Obligation Covenants by specific performance or other equitable legal remedy in any court of competent jurisdiction, and he City of Leander shall have the right to recover any attorneys fees and other expenses incurred in such judicial enforcement. This paragraph shall not create in the City of Leander any affirmative duty to fulfill the Maintenance Obligations.The sections of this Declaration providing for the Association to fulfill and the fund the Maintenance Obligations shall not be amended without the consent of the City of Leander.

The Subdivision Assessments shall be apportioned equally among all Lots in the Subdivision, exclusive of any Declarant owned Lots or Common Area Lots. The Subdivision Assessments must be deposited in a separate account from other Association funds so as to accrue over time and shall be used only for the purposes stated herein. The Board as required to fund the Maintenance Obligations shall thereafter adjust the Subdivision Assessments from time to time under the procedure provided in this Declaration. To secure payment of such charges as levied on the individual Lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law and foreclosable by non-judicial foreclosure as set forth and in accordance with the Texas Property Code; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted to and/or created for or at the instance of a valid purchase money lender to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot. The Owner of a Lot is obligated to pay the Subdivision Assessment regardless of whether the Owner actually receives a bill, invoice or other notice.

EXHIBIT D

LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in _____ County, Texas ("the City" or "Licensor"), and the _____, a Texas non-profit corporation, ("Licensee") enter into this License Agreement ("Agreement") on this the __ day of _____, 20__, upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, installation, and maintenance of the following improvements for Magnolia Creek Subdivision (the "Subdivision") located in the rights-of-way of _____, Leander, _____ County, Texas being:: _____; hereinafter referred to as the "Improvements". The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the "licensed property", are further shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties. This Agreement is entered as contemplated by that certain Development Agreement for the Magnolia Creek Subdivision between the City and Licensee dated _____.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City; and (D) any Improvements located in the City's right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. FEE. No annual fee shall be due in connection with this Agreement.

III. THE CITY'S RIGHTS TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the

surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than $600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed area. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse, All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction or maintenance of the Improvements or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this

Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

Licensee Address	**Licensor Address**
_____.	City of Leander
_____.	Attention: City Manager
_____.	P.O. Box 319
_____.	Leander, Texas 78641

VII. COMMENCEMENT AND TERMINATION. This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

VIII. TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the licensed property within the thirty day notice period at its sole

cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The licensed improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the right-of-way area becomes necessary for a public purpose;

3. The licensed improvement, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the _____ County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld; provided that Licensee may assign the License Agreement to a home owner's association for the Subdivision (the "HOA") when Licensee assigns maintenance obligations for the Improvements installed on the licensed property to the HOA, provided that HOA has been legally established and maintenance obligations assigned to them as provided in Section 4(d) of the Development Agreement and further provided that the HOA first submits proof to the City of compliance with the insurance requirements under this Agreement. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

ACCEPTED, this the _ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: Kent Cagle
Title: City Manager

LICENSEE: _____

By: _____
Name: _____
Title: President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 20__, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

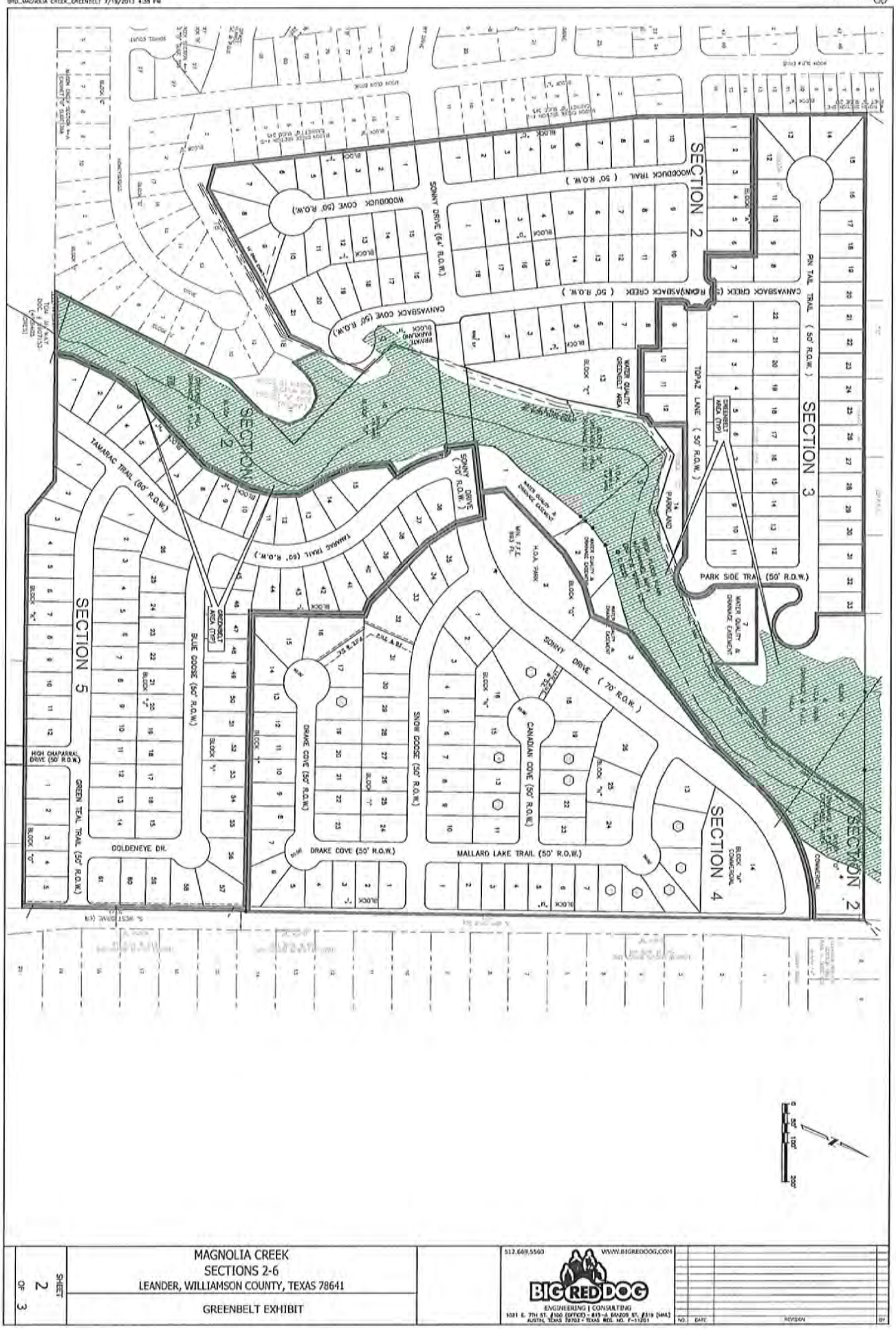
This instrument was acknowledged before me on this the _____ day of _____, 20__, by

_____, _____ of the _____, on behalf of said entity.

_____
Notary Public - State of Texas

EXHIBIT E

Greenbelt Lots



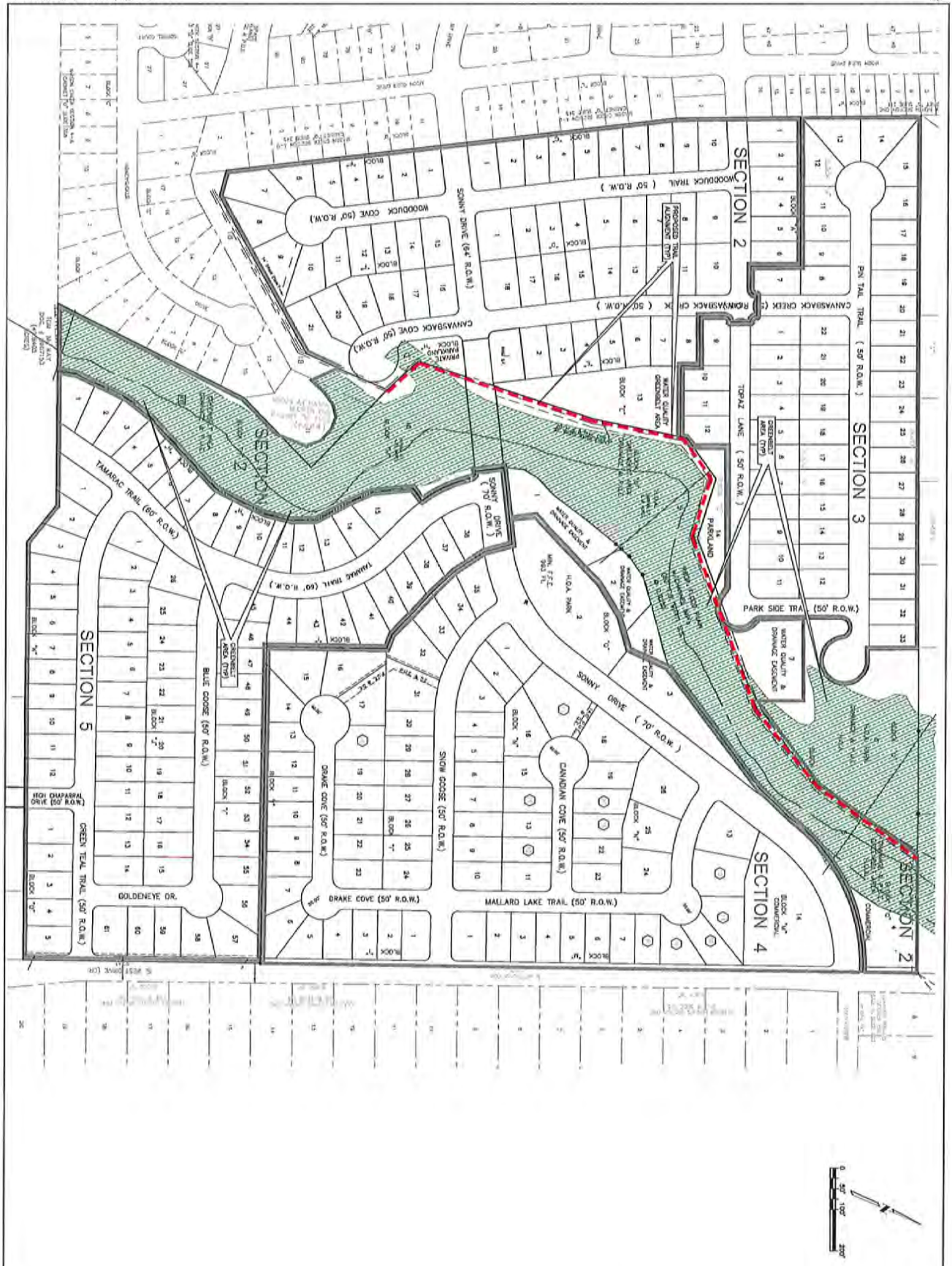
SHEET 2 OF 3	MAGNOLIA CREEK SECTIONS 2-6 LEANDER, WILLIAMSON COUNTY, TEXAS 78641 GREENBELT EXHIBIT	512.669.5560 WWW.BIGREDDOG.COM BIG RED DOG ENGINEERING | CONSULTING 1031 E. 7TH ST. #100 (OFFICE) - 815-A BRAZOS ST. #319 (MAIL) AUSTIN, TEXAS 78702 • TEXAS REG. NO. F-11201	NO. DATE REVISION BY

EXHIBIT F

General Illustration of Trail System

BRD_MAGNOLIA CREEK_TRAIL PLAN 3/19/2013 5:14 PM

PLEASE RECYCLE



SHEET 3 OF 3	MAGNOLIA CREEK SECTIONS 2-6 LEANDER, WILLIAMSON COUNTY, TEXAS 78641 TRAIL PLAN EXHIBIT	512.669.5560 WWW.BIGREDDOG.COM BIG RED DOG ENGINEERING | CONSULTING 1611 E. 7TH ST. #110 (OFFICE) • 811-A BRAZOS ST. #318 (MAIL) AUSTIN, TEXAS 78702 • TEXAS REG. NO. F-11201	NO. DATE REVISION BY

AGENDA ITEM # 10

Executive Summary

August 01, 2013

Agenda Subject: Consider Interlocal Cooperation Agreement for Water Treatment and Transportation Services with Liberty Hill

Background: The City of Liberty Hill has the right to take up to 600 acre feet of water from Lake Travis on an annual basis. However, they have no access to take water from the lake, nor do they have treatment or transportation facilities for the water. The City of Leander has access to the lake and enough excess treatment and transportation capacity to treat and deliver 600 acre feet of water to our northern border at Bagdad Road.

Financial Consideration: An effective rate of $2.75 per 1,000 gallons is proposed to treat and transport water to Liberty Hill. This rate should generate approximately $500,000 per year. Liberty Hill will construct a 12 inch water line from their City Limits to CR 280. The City of Leander will pay to oversize the line to 16 inches from CR 280 to the northern city limits at an approximate cost of $200,000. Funds are available from Water Impact Fees.

Recommendation: Staff recommends approval of the contract.

Attachments: Interlocal Cooperation Agreement

Prepared By: Kent Cagle

INTERLOCAL COOPERATION AGREEMENT
FOR WATER TREATMENT AND TRANSPORTATION SERVICES

This INTERLOCAL AGREEMENT FOR WATER TREATMENT AND TRANSPORTATION SERVICES ("**Agreement**") is made and entered into by and between the **City of Leander, Texas** ("**Leander**" **or** "**City**"), a Texas home-rule municipal corporation, and the **City of Liberty Hill, Texas**, a Texas municipal corporation ("**Liberty Hill**" **or** "**Customer**") on this the __ day of _____, 2013 (the "**Effective Date**"). Leander and Liberty Hill are sometimes referred to jointly in this Agreement as the "**Parties**".

WHEREAS, Leander owns a raw water delivery system (the "**Raw Water Delivery System**" as hereinafter defined) and the Sandy Creek Water Treatment Plant (the "**SCWTP**");

WHEREAS, the Raw Water Delivery System and the SCWTP will be operated, maintained, managed, modified and expanded from time to time, in the sole discretion of Leander, and such actions will be directed by Leander or by a qualified third party selected exclusively by Leander;

WHEREAS, the Brazos River Authority ("**BRA**") and Liberty Hill executed an agreement for system water availability, dated April 1, 2004, (the "**Permit**") authorizing Liberty Hill to take up to 600 acre-feet of raw water annually from the Colorado River Basin, for municipal use;

WHEREAS, the City and Customer desire to enter into this Agreement for the City to treat, at the SCWTP, the raw water that Customer is authorized to take under the Permit, and transport **Potable Water** (as hereinafter defined) to the **Point of Delivery** (as hereinafter defined);

WHEREAS, the City shall not, in any current year or **Annual Payment Period** (as hereinafter defined), be required to deliver more than 600 acre feet of Potable Water to the Customer, or such lesser amount as Customer may be authorized from time to time to take under the Permit; and

WHEREAS, this Agreement is entered into under authority of State law, including, but not limited to, *Section 791.026, Texas Government Code*.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leander and Liberty Hill hereby contract, covenant and agree as follows:

Section 1. Recitals. The above and foregoing recitals are incorporated herein verbatim and made a part of this Agreement for all purposes.

Section 2. Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

1.01. "Annual Payment Period" means the period beginning on October 1 of each calendar year and ending on the last day of September of the next calendar year.

1.02. "City's Customers" means the City and all persons, firms or entities now or hereafter connected to the City's water distribution system and, except as waived and released by the governing body of the City, all persons, firms or entities now or hereafter situated within the corporate limits, extraterritorial jurisdiction ("**ETJ**") or certificated service area of the City that are not within the certificated service area of any other water utility.

1.03. "City System" means all water treatment, transmission and distribution facilities, lines, mains, valves, pipes, reservoirs, pump stations, residential, commercial, and industrial connections and any other parts or components that comprise the public water system of the City.

1.04. "Commencement Date" means the first calendar day on which Potable Water is metered to the Customer at the Point of Delivery.

1.05. "Commission" means the Texas Commission on Environmental Quality, or its successor agency.

1.06. "CPI-U" means the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, from the Department of Labor's Bureau of Labor Statistics (the "Bureau").

1.07. "Customer Service Area" means all geographic area that is, from time to time, within the corporate limits, ETJ or certificated service area of Liberty Hill; excluding only any part or portion of such area, if any, in which Liberty Hill is prevented by State or Federal law from providing retail water utility services.

1.08. "Customer System" means the water lines, mains, valves, pipes, reservoirs, pump stations, residential, commercial, and industrial connections and any other parts or components located on the Customer's side of the Point of Delivery and that comprise the Customer's potable water system.

1.09. "Debt Service Expense" means debt service on the SCWTP and Raw Water Delivery System bonds, certificates of obligation and other debt instruments, including payments to maintain balances in any special or reserve funds required by the provisions of any such debt instruments. The term also includes the charges of the bank or banks where the bonds and other debt instruments issued with respect to the Raw Water Delivery System and the SCWTP are payable.

1.10. "Director" means the Director of Public Works or the City Engineer of the City.

1.11. "Meter & Vault" means the meter, meter vault, meter loop, housing or pit, building, and all metering equipment and appurtenances required to measure potable water provided to the Customer at the Point of Delivery. The Meter & Vault will include a rate-of-flow controller, back-flow prevention device and appurtenances.

1.12. "Operation and Maintenance Expenses" means all costs and expenses incurred by the Plant Operator to operate the Plant, including, but not limited to, operation and maintenance of the Raw Water Delivery System, the SCWTP, the Pumping Station (as hereinafter defined) and the Meter & Vault, as the case may be, including (for greater certainty but without limiting the generality of the foregoing) administrative overhead, provisions for ten percent (10%) water loss, repairs and replacements which are not paid from the proceeds of bonds or other debt instruments, non-debt financed capital expenditures, operating personnel, the cost of utilities, the cost of supervision, engineering, accounting, auditing, legal services, supplies, services, administrative and general expenses of the Raw Water Delivery System, the SCWTP and the Meter & Vault, as applicable, and equipment necessary for proper operation and maintenance of the Raw Water Delivery System, the SCWTP and the Meter & Vault. The term does not include depreciation. Further, the term also includes the cost and expenses of the City pumping and transporting the Potable Water from the SCWTP to the Point of Delivery together with all costs of operating and maintaining the Meter & Vault; provided the cost and expenses of pumping and transporting the Potable Water to the Point of Delivery shall not include the cost of any bonds or debt instruments expended to construct the City's water transmission lines that will be used to transport the Potable Water to the Point of Delivery. Operation and Maintenance Expense shall also include the cost and expense of operating and maintaining the Pumping Station (as hereinafter defined) if required for the City to deliver Potable Water to the Point of Delivery at the volumes and pressures reasonably necessary to provide water to the Customer.

1.13. "Permitted Water" means the water that Customer is entitled to withdraw from Lake Travis, from time to time, pursuant to the Permit, subject to any limitations or restrictions that may be lawfully imposed pursuant to the Permit or by State or Federal law.

1.14. "Plant" means and includes the Raw Water Delivery System, the SCWTP and all facilities for pumping and transporting treated water to the Point of Delivery, as existing, and as expanded, modified, repaired and constructed during the Term of this Agreement.

1.15. "Plant Operator" means the City, any individual or entity selected by the City to operate and maintain the Plant, or a combination of the City operating parts or portions of the Plant and an entity selected by the City operating separate parts or portions of the Plant.

1.16. "Point of Connection" means the point at which the WTM (as hereinafter defined) connects to the Customer System.

1.17. "Point of Origination" means the point at which treated potable water supplied from the City's water main connects to the WTM (as hereinafter defined).

1.18. "Point of Delivery" means the point designated and approved in Section 6(d) of this Agreement at which the Customer may withdraw water from the City System for distribution within the Customer's System.

1.19. "Point of Diversion" means the point within Lake Travis at which the City will, from time to time, take raw water from Lake Travis into the Raw Water Delivery System for

transmission to the SCWTP for treatment.

1.20. "Potable Water" means potable water meeting the requirements of the Commission for human consumption and other domestic uses.

1.21. "Raw Water Delivery System" means all pumps, barges, water lines and facilities owned by Leander and employed for the purpose of taking and diverting water from Lake Travis at the Point of Diversion and delivering the water to the SCWTP for treatment.

1.22. "WTM" means a water transmission main which extends from the Point of Origination to the Point of Connection, including all appurtances, that is designed, constructed, installed, accepted and dedicated in compliance with Section 7 hereof.

Section 3. Term. This Agreement shall be effective as of the Effective Date, and shall be and remain in effect for a term of forty (40) years from the Commencement Date. The term of this Agreement shall begin on the Commencement Date and end on the fortieth anniversary thereof; provided that, if Liberty Hill does not construct the WTM (as hereinafter defined), Meter & Vault and water facilities required to be constructed by Liberty Hill pursuant to this Agreement, and begin to take Potable Water at the Point of Delivery, within thirty-six (36) months after the Effective Date, the City may terminate this Agreement.

Section 4. Rights after Termination. Except as specifically provided otherwise in this Agreement, all of the rights and obligations of the Parties under this Agreement shall terminate upon termination of the term of this Agreement; provided, however, that termination shall not affect the rights or liabilities accrued prior to termination.

Section 5. Delivery of Raw Water to the SCWTP. Leander will deliver to the SCWTP for Customer, via the Raw Water Delivery System, up to the volume of raw water Customer is authorized to take and takes pursuant to the Permit, in such amounts and at such rates requested by the Customer, subject to the terms, conditions and limitations set forth in this Agreement and the Permit.

Section 6. Treatment at the SCWTP and Delivery of Potable Water.

(a) Leander will cause Customer's raw water to be delivered to and treated at the SCWTP, and the resulting Potable Water will be delivered to Customer at the Point of Delivery, subject to the terms, conditions and limitations set forth in this Agreement and the Permit.

(b) All Potable Water delivered to Customer pursuant to this Agreement shall be delivered at the Point of Delivery. Customer may request up to, and City shall deliver, Potable Water at a maximum rate of 930 gallons per minute at a minimum pressure of 75 psi.

(c) The Point of Origination shall be at or near the intersection of Bagdad Road and County Road 280, as more specifically designated by the City.

(d) The Point of Delivery shall be at or near the intersection of Bagdad Road and County Road 281, as more specifically designated by the City.

Section 7. Customer to Connect Customer's System to the Point of Delivery.

(a) Liberty Hill shall finance, design, construct, install at Customer's sole expense:

(i) the WTM which shall extend from the Point of Origination to the Point of Connection with the Customer's System and to such points within the Customer's System as Customer may find necessary and appropriate.;

(ii) a pumping station and pumps as required to transmit the Potable Water to the Customer's System ("**Pumping Station**"); and

(iii) a Meter & Vault at the Point of Delivery.

(b) The design plans and specifications for the WTM, Pumping Station and the Meter & Vault shall be subject to the review and approval of the City.

(c) The WTM and Pumping Station shall have a capacity sufficient to transport the Potable Water from the Point of Origination to the Point of Delivery, and then to the point of connection of the WTM with the existing Customer System.

(d) The City may at its option, require the section or portion of the WTM, located within the corporate limits, ETJ or certificated service area of the City, to be oversized to provide capacity for the City to use for transmission and delivery of water to areas within the City's System. The size, plans and specification for the WTM shall be subject to approval by Leander and the section and portion of the WTM referenced and described in the previous sentence shall be dedicated and conveyed to Leander by Liberty Hill upon completion and acceptance by Leander. The WTM shall be publicly bid based on the size and capacity required by Liberty Hill, with an alternate bid requested for an oversized, increased capacity WTM from the Point of Delivery to the point of connection with the City System, and, if the City elects to accept the alternate bid, the City shall fund and pay for the difference between the bid price for the WTM size and capacity required by Liberty Hill and the cost of the alternate bid.

(e) The customer shall maintain the WTM from the Point of Delivery to the Point of Connection.

(f) The customer shall reimburse the City of Leander for the maintenance, repair, replacement and calibration of the meter and vault.

Section 8. Purpose of Use. Permitted Water delivered to Customer under this Agreement may not be used for any purpose that is not authorized by the Permit, any unlawful purpose, or for any use other than a lawful municipal use as approved by the governing body of the Customer.

Section 9. Place of Use. No Permitted Water or Potable Water delivered to Customer under this Agreement may be used in any area prohibited by this Agreement, or in any area

that is not within the Customer Service Area. In no event, absent a specific amendment of this Agreement to so provide, may Customer deliver or sell water to the City's Customers.

Section 10. Conservation and Drought Management Plans. Customer shall develop and implement a water conservation and drought management plan, applicable to the use of all Potable Water supplied to Customer from the Point of Delivery, that is at least as effective as the plan adopted by and in effect for the City from time to time. Customer further agrees to develop, amend, update and implement a water conservation and drought management plan, from time to time, as is required by applicable law, regulation or the Permit. Such plan shall at all times meet all requirements of all applicable laws and regulations, and all requirements of the LCRA, as such requirements may be established or modified from time to time.

Section 11. Cooperation. Leander and Liberty Hill will cooperate in pursuing all necessary permits and approvals needed from time to time as a result of, with respect to, or growing out of, this Agreement, including compliance with any requirements arising hereunder.

Section 13. Regulatory Requirements. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state or federal governmental authority having jurisdiction. This Agreement is specifically subject to all applicable sections of the Texas Water Code and the rules of the Commission, or any successor agency.

Section 14. Payments and Billings.

(a) Customer shall pay directly to the BRA all permit fees and charges payable by Customer pursuant to the Permit; and

(b) Customer shall pay the City monthly for the services and Potable Water provided to the Customer by the City pursuant to this Agreement.

Section 15. Rates, Fees and Charges. Subject to the terms and conditions of this Agreement, the rates, fees and charges shall include the Customer's pro-rata share for Potable Water, Raw Water Delivery, Water Treatment, and Water Transmission to the Point of Delivery as provided in this Section.

(a) From the Commencement Date to the first day of the month of October that follows the Commencement Date, the rate shall be $2.50 for each one thousand (1,000) gallons of Potable Water metered and delivered to Customer at the Meter & Vault. The City will bill Liberty Hill monthly on or before the tenth (10th) day of the month, and such bills shall be due and payable on or before the 25th day of the month.

(b) On each October 1st following the Commencement Date, the rate per 1,000 gallons of Potable Water metered to Customer at the Meter & Vault shall be adjusted based on any change in the CPI-U during the preceding twelve calendar months, as provided in this

Section 14(b). The most recently published CPI-U available in June of each year shall be used to calculate any adjustment to be applicable for the twelve (12) months beginning October 1st. The change, if any, based on the CPI-U shall be as follows:

(i) On the first day of the first month of October that follows the Commencement Date the rate for each 1,000 gallons shall be adjusted in accordance with the change in the CPI-U from the Effective Date to the first day of October following the Commencement Date. For example, if the Effective Date is May 1, 2013 and the Commencement Date is February 1, 2014, and the CPI-U has increased by 3.2% from the Effective Date until June 2014, the rate/1,000 gallons beginning October 1st shall be determined by multiplying the rate/1,000 gallons provided in Section 14(a) above by 1.032.

(ii) Thereafter, on October 1st of each year during the term of this Agreement, the rate per 1,000 gallons of water metered and delivered to Customer at the Meter & Vault shall be adjusted in accordance with the change, if any, in the CPI-U from June of the prior year to June of the then current year. For example, if in June of 2015 the CPI-U has increased by 2.4% over the CPI-U in June 2014, the rate/1,000 gallons for the twelve (12) months beginning October 1st shall be calculated by multiplying the then existing rate by 1.024.

(c) The payments by Customer shall be operating expenses of the Customer and shall not entitle the Customer to any equity interest in the Pump Station, Raw Water Delivery System, the SCWTP, the segment of the WTM that extends from the Point of Delivery to the Point of Origination to the City System, or any part or portion of the City System.

(d) On the fifth annual anniversary of the Commencement Date, and on each such anniversary date every five years thereafter during the term of this Agreement, the City will review the rate then being charged to Customer per one thousand (1,000) gallons of Potable Water metered and delivered to Customer. The City may increase such rate by an amount sufficient for the City to begin to recover a pro-rata amount of: (i) the additional Debt Service Expense, if any, required to have been issued for the improvement or repair of the Plant;and(ii)increases in the Operation and Maintenance Expense.

Section 16. Payments by Customer Unconditional. Customer recognizes this Agreement encumbers a material portion of the capacity of the Raw Water Delivery System and the SCWTP for the remaining useful life of those facilities. Bonds and other debt instruments relating to the Raw Water Delivery System will be payable from and secured by pledges of funds and revenues as determined by the governing body of the City but shall include funds to be received by Leander from Customer under this Agreement. As a result, Customer's obligation to make the payments required hereunder shall be, and the same is hereby made, unconditional. All sums payable hereunder to Leander shall be paid by Customer without set-off, counterclaim, abatement, suspension or diminution except as otherwise expressly provided herein; and during the useful life of the Raw Water Delivery System and the SCWTP, so long as any bonds or debt instruments secured in whole or in part by revenues of the City System are outstanding and unpaid, this Agreement shall not terminate,

nor shall Customer have any right to terminate this Agreement nor be entitled to the abatement of any payment or any reduction thereof nor shall the obligations hereunder of Customer be otherwise affected for any reason, it being the intention of the Parties that during the useful life of the Raw Water Delivery System and the SCWTP, so long as any portion of bonds and debt instruments secured in part by the revenues of the City System are outstanding and unpaid, all sums required to be paid by Customer to Leander shall continue to be payable in all events and the obligations of Customer hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Agreement. As partial consideration for such payments by the Customer, the Customer shall, during the term of this Agreement and subject to the terms and conditions of this Agreement have the continued beneficial use of a portion of the capacity equal to the volume of raw water that Customer is authorized to take under the Permit on the Effective Date, and in any future additional capacity obtained by the Customer by contract with Leander, in the Raw Water Delivery System and the SCWTP.

Section 17. Operating Expense and Source of Payments from Customer. (a) The Customer represents and covenants that all funds and moneys required to be paid by Customer under this Agreement shall constitute reasonable and necessary operating expenses of the Customer's water utility system as authorized by the Constitution and laws of the State of Texas.

(b) All payments required to be made by Customer to Leander under this Agreement shall be payable from the revenues of the Customer's water utility system; provided that Customer's governing body shall have the discretion to use any funds available to Customer. Leander shall never have the right to demand payment by Liberty Hill of any obligations assumed by or imposed upon it under or by virtue of this Agreement from any funds raised or to be raised by taxation and Customer's obligation under this Agreement shall never be construed to be a debt of Customer of such kind as to require Customer, under the Constitution and laws of the State of Texas, to levy and collect a tax to discharge such obligation.

Section 18. Customer's Covenant to Maintain Sufficient Income and Utility Rates.

(a) Customer shall fix and maintain rates and collect charges for the facilities and services provided by its water utility system as will be adequate to permit Customer to make prompt payment of all expenses of operating and maintaining its water utility system, including payments under this Agreement, and to make prompt payment of the interest on and principal of any bonds or other obligations of Customer payable, in whole or in part, from the revenues of its water utility system. Customer shall further comply with all the provisions of the ordinances, resolutions, orders or indentures authorizing its bonds or other obligations which are payable, in whole or in part, from the revenues of its water utility system.

(b) Customer recognizes that all bonds and debt instruments issued by Leander are intended to be tax exempt. Customer further recognizes that it could jeopardize the tax-exempt nature of some or all of such bonds and debt instruments if Customer takes certain actions, to adversely affect the tax-exempt status of the interest on such bonds and debt instruments.

Therefore, Customer shall use the Potable Water delivered to the Delivery Point solely for retail distribution by the Customer System and agrees that it will not assign this Agreement to any other person or entity, or take any action that may jeopardize in any way the tax-exempt nature of any bonds or debt instrument that is intended to be tax exempt. Without in any way limiting the generality of the foregoing, Customer specifically agrees not to enter into any contracts which permit a disqualified use under federal income tax law by a private, non-governmental user of any Potable Water delivered to Customer pursuant to this Agreement unless Customer first obtains an opinion of nationally-recognized bond counsel acceptable to Leander that such action will not adversely affect the tax-exempt status of the interest on the bonds and debt instruments issued by Leander.

Section 19. Measurement. Leander shall operate, maintain, and read the meter which shall record Potable Water taken by Customer at the Point of Delivery. Customer shall not be entitled to take more Potable Water than the amount of raw water Customer is authorized to take pursuant to the Permit. If during any Annual Payment Period Customer takes more Potable Water than the volume of raw water Customer is authorized to take pursuant to the Permit, Customer shall be required to promptly pay the City, for the additional water taken, an amount equal to 1.5 times the highest charge per 1,000 gallons of water then established by City ordinance to be charged for water metered to the City's Customers. .

Due to intrinsic water loss in Leander's treatment and transmission systems, meter readings at the Point of Delivery shall be increased by ten percent (10%).

Water shall be measured through conventional and industry recognized and accepted types of approved meter(s). The City shall keep accurate records of all measurements of water required under this Agreement, and the measuring device(s) and such records shall be open for inspection at all reasonable times. Measuring devices and recording equipment shall be accessible for adjusting and testing and the installation of check meter(s). If requested in writing, and not more than once in each calendar year, on a date as near the end of such calendar year as practical, Leander shall arrange for a qualified third party to perform a calibration test and calibrate the water meter(s) in the presence of Customer, and the parties shall jointly observe any adjustments that shall be necessary. Leander shall give Customer notice of the date and time when any such calibration is to be made and, if a representative of Customer is not present at the time set, calibration and adjustment may proceed in the absence of any representative of Customer. If the results of the calibration test are that the meter is accurate within three percent (3%) the Customer shall pay the cost of the calibration testing.

If upon any test of the water meter(s), the percentage of inaccuracy of such metering equipment is found to be in excess of three percent (3%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then registration thereof shall be corrected for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than period of six (6) months. If any meter(s) are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meter(s) are out of service or out of repair shall be estimated and agreed upon by Customer and Leander upon the basis of the best data available, and, upon written request, Leander shall install new meters or repair

existing meters and the cost shall be paid by the Customer. If Customer and Leander fail to agree on the amount of water delivered during such period, the amount of water delivered may be estimated by:

(1) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(2) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Section 20. Quality. The water to be delivered by Leander to the SCWTP via the Raw Water Delivery System shall be raw/untreated water as it is found in Lake Travis at the Point of Diversion. The water to be delivered by Leander to Customer at the Point of Delivery shall be Potable Water, but Customer recognizes the quality of the raw water taken from Lake Travis, from time to time, may result in quality of the Potable Water varying from time to time.

Section 21. Title to and Responsibility for Water. Title to and responsibility for all water supplied under this Agreement shall be in Leander from the Point of Diversion to the Point of Delivery, at which Point of Delivery title shall pass to Liberty Hill. Leander and Liberty Hill hereby agree to save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, delivery, processing and handling of said water while title to and responsibility for the water remains in the other party; provided that all cost and expense incurred by the Customer or the City pursuant to this provision shall be payable solely from the revenues, fees and charges of their respective water utility systems.

Section 22. Other Charges. Excluding any taxes, assessments, fees, or charges that are (a) imposed on the Customer pursuant to the Permit, or (b) imposed on the Customer with respect to the water or Customer's actions after the Potable Water is metered to Customer at the Point of Delivery, in the event any sales or use taxes, or other taxes, assessments, fees, or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using or consuming the water that is the subject of this Agreement, the amount of the tax, assessment, fee or charge shall be added to the Operation and Maintenance Expenses.

Section 23. Default in Payments. All amounts due and owing to Leander by Liberty Hill shall, if not paid when due, bear interest at the Texas post-judgment interest rate as set out in *§ 304.003, Texas Finance Code*, or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Customer is placed with an attorney for collection, Customer shall pay to Leander, in addition to all other payments provided for by this Agreement, including interest, Leander's collection expenses, including court costs and attorney's fees.

Section 24. Waiver and Amendment. Failure to enforce or the waiver of any provision of this Agreement or any breach of nonperformance by Customer or the City shall not be deemed a waiver by the City or Customer of the right in the future to demand strict

compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of Leander to receive payments due under this Agreement which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer or agent of City or Leander is authorized to waive or modify any provision of the Agreement. No modifications to or rescission of this Agreement may be made except by a written document approved by the respective governing bodies of the Parties and signed by Customer's and Leander's authorized representatives.

Section 25. Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either party hereto and shall be cumulative. Recognizing, however, that failure in the performance of either party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available.

Section 26. Force Majeure. If for any reason of force majeure, Leander shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if Leander shall give notice of the reasons in writing to Customer within a reasonable time after the occurrence of the event, or cause relied on, the obligation of Leander, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply including pollution (accident or intentional), and any inability on the part of Leander to deliver raw or treated water under this Agreement, or account of any other cause not reasonably within the control of Leander.

Section 27. Sharing of Water Treated at the SCWTP. In the event of a partial impairment of the water treatment capacity of the Raw Water Delivery System or the SCWTP due to any cause, the City will proceed in a prudent and timely manner, consistent with applicable regulatory requirements and good engineering practices, to restore, as applicable, the intake or treatment capacity. During the period in which such capacity is impaired, the City will share the Potable Water produced at the SCWTP, if any, on a pro-rata basis with Customer.

Section 28. Modification of the Raw Water Delivery System. Customer has been fully advised that Leander, as a result of drought, lower water levels on Lake Travis, or other

causes, may be required to relocate the Point of Diversion. The decision to relocate the Point of Diversion shall be at Leander's sole discretion. Such relocation may significantly increase the cost of the Raw Water Delivery System and result in an increased cost to the Customer.

Section 29. Alternate Potable Water Sources. Leander may provide Potable Water to the Customer at the Point of Delivery from any source available to Leander, including, but not limited to, mixing the Potable Water produced at the SCWTP with Potable Water obtained from other sources. The cost and expense of the Potable Water metered to the Customer shall be calculated by the City and paid by the Customer in compliance with this Agreement as if all such Potable Water metered at the Point of Delivery were produced at the SCWTP. If the SCWTP is damaged, destroyed or otherwise taken off-line, mothballed or closed, during the term of this Agreement the City shall continue to provide Potable Water to Liberty Hill pursuant to this Agreement. In such event, the rate per 1,000 gallons payable by Liberty Hill for water available to the City from sources other than the SCWTP shall be the rate in effect under this Agreement at the time the SCWTP discontinues treating water, and such rate shall be adjusted annually thereafter as provided in Section 14.

Section 30. Non-Assignability. Neither party may assign this Agreement without the written consent of the other party, except to a successor of the duties and functions of that party.

Section 31. Sole Agreement. This Agreement constitutes the sole and only agreement of Leander and Liberty Hill, and supersedes any prior understanding or oral or written agreements between Liberty Hill and Leander, with respect to the subject matter of this Agreement.

Section 32. Severability. The provisions of this Agreement are severable and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement. Notwithstanding the foregoing, if any application or interpretation of this Agreement by an agency of the State or court shall (a) modify, reduce or limit the obligations of Customer to pay for the services provided by the City to the Customer pursuant to this Agreement, (b) impose any requirement on the City to provide more Potable Water to Customer than the volume of raw water Customer is entitled to take, and that can be taken, under the Permit, or (c) otherwise increases the obligations of the City, or limits the rights of the City pursuant to this Agreement, the City shall have the right to terminate this Agreement

Section 33. Captions. The section captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

Section 34. No Third Party Beneficiaries. This Agreement does not create any third party benefits to any person or entity other than the signatories hereto, and is solely for the consideration herein expressed. No existing or potential Leander Customer, and no Customer of Liberty Hill, shall have any right, title or interest in and to this Agreement.

Section 35. Notices. All notices, payments and communications ("notices") required or allowed by this Agreement shall be in writing and be given by depositing the notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be as follows:

City of Leander
Attention: City Manager
200 W. Willis
P. O. Box 319
Leander, Texas78646--0319

With copy to:
City of Leander
Attention: City Secretary
200 W. Willis
P. O. Box 319
Leander, Texas 78646-0319

City of Liberty Hill
Attention: Mayor
P. O. Box 1920
Liberty Hill, Texas 78642-1920

With copy to:
City of Liberty Hill
Attention: City Secretary
P. O. Box 1920
Liberty Hill, Texas 78642-1920

Either party may change its address by giving written notice of the change to the other party at least fourteen (14) days before the change becomes effective.

Section 36. Duplicate Originals. Leander and Liberty Hill, acting under authority of their respective governing bodies, execute this Agreement in several counterparts, each of which shall be an original. Liberty Hill and Leander shall each submit to the other party an original written resolution signed by their respective Mayor and attested by the City Secretary authorizing the execution of this Agreement and specifying the name and authority of each such representative to sign this Agreement.

Executed and effective as of the ____ day of _____ 2013.

Attest:

By: _____
Name: Tammy Kirk
Title: City Secretary

City of Liberty Hill, Texas

By:_____
Name: Jamie Williamson
Title: Mayor

Attest:

City of Leander, Texas

By: _____
Name: Debbie Haile
Title: City Secretary

By: _____
Name: Christopher Fielder
Title: Mayor

AGENDA ITEM # 11

Executive Summary

August 1, 2013

Agenda Subject: Receive Effective & Rollback Tax Rate Calculations for FY 2013-14.

Background: State "Truth-in-Taxation" laws require calculation and publication of a taxing entity's effective tax rate and rollback rate. The effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. The rollback rate allows a taxing entity to raise the same amount of M&O money as raised in the prior year, plus 8 percent. The rollback debt service rate is the rate needed to pay the entity's debt service for the upcoming year. The rates are as follows:

Effective Tax Rate:	$0.663597 per $100 valuation
Effective Operating Tax Rate:	$0.429229 per $100 valuation
Effective Maximum Operating Tax Rate:	$0.463567 per $100 valuation
Debt Rate	$0.236500 per $100 valuation
Rollback Rate	$0.700067 per $100 valuation

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: No Action is Required

Attachments: Effective & Rollback Rate Calculations

Prepared by: Robert G. Powers, Finance Director

Welcome to...
www.Truth-In-Taxation.com
The Online Effective Tax Rate Calculation Service by TRUE AUTOMATION

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2013 City of Leand
Schedule E - Transfer of
Schedule F - Enhanced I.
Notice Prepare Info
Notice of Public Hearing
Notice of Tax Revenue Increase
Small Taxing Unit Notice
View Proposed Tax Rate

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Help from the State
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2013 Effective Tax Rate Worksheet

HELP

City of Leander

See pages 13 to 16 for an explanation of the effective tax rate.

1.	**2012 total taxable value.** Enter the amount of 2012 taxable value on the 2012 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14).	$ 1,867,663,334
2.	**2012 tax ceilings.** Counties, Cities and Junior College Districts. Enter 2012 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2012 or prior year for homeowners age 65 or older or disabled, use this step.	$ 140,852,048
3.	**Preliminary 2012 adjusted taxable value.** Subtract line 2 from line 1.	$ 1,726,811,286
4.	**2012 total adopted tax rate.**	0.670420/ $100
5.	**2012 taxable value lost because court appeals of ARB decisions reduced 2012 appraised value.** A. Original 2012 ARB values: $ 7,416,757 B. 2012 values resulting from final court decisions: $ 6,947,183 C. 2012 value loss. Subtract B from A.	$ 469,574
6.	**2012 taxable value, adjusted for court-ordered reductions.** Add line 3 and line 5C.	$ 1,727,280,860
7.	**2012 taxable value of property in territory the unit deannexed after January 1, 2012 .** Enter the 2012 value of property in deannexed territory.	$ 0
8.	**2012 taxable value lost because property first qualified for an exemption in 2012 .** Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2012	

	market value:	$ 530,137	
	B. Partial exemptions. 2013 exemption amount or 2013 percentage exemption times 2012 value:	+ $ 1,203,814	
	C. Value loss. Add A and B.		$ 1,733,951
9.	**2012 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2013 .** Use only those properties that first qualified in 2013 ; do not use properties that qualified in 2012 .		
	A. 2012 market value:	$ 0	
	B. 2013 productivity or special appraised value:	- $ 0	
	C. Value loss. Subtract B from A.		$ 0
10.	**Total adjustments for lost value.** Add lines 7, 8C and 9C.		$ 1,733,951
11.	**2012 adjusted taxable value.** Subtract line 10 from line 6.		$ 1,725,546,909
12.	**Adjusted 2012 taxes.** Multiply line 4 by line 11 and divide by $100.		$ 11,568,411
13.	**Taxes refunded for years preceding tax year 2012 .** Enter the amount of taxes refunded during the last budget year for tax years preceding tax year 2012 . Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2012 . This line applies only to tax years preceding tax year 2012 .		$ 40,164
14.	**Taxes in tax increment financing (TIF) for tax year 2012 .** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2013 captured appraised value in Line 16D, enter "0.		$ 110,945
15.	**Adjusted 2012 taxes with refunds. Add lines 12 and 13, subtract line 14.**		$ 11,497,630
16.	**Total 2013 taxable value on the 2013 certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled.		
	A. **Certified values** only:	$ 1,982,607,579	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office:	+ $ 0	
	C. **Pollution control exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this line based on attorney's advice):	- $ 0	
	D. **Tax increment financing:** Deduct the 2013 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2013 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.	- $ 36,130,952	

	E. **Total 2013 value.** Add A and B, then subtract C and D.		$ 1,946,476,627
17.	**Total value of properties under protest or not included on certified appraisal roll.** A. **2013 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.	$ 68,847,347	
	B. **2013 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.	$ 0	
	C. **Total value under protest or not certified.** Add A and B.		$ 68,847,347
18.	**2013 tax ceilings.** Enter 2013 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0." If your taxing units adopted the tax ceiling provision in 2012 or prior year for homeowners age 65 or older or disabled, use this step.		$ 164,009,071
19.	**2013 total taxable value.** Add lines 16E and 17C. Subtract line 18.		$ 1,851,314,903
20.	**Total 2013 taxable value of properties in territory annexed after January 1, 2012 .** Include both real and personal property. Enter the 2013 value of property in territory annexed.		$ 12,918,911
21.	**Total 2013 taxable value of new improvements and new personal property located in new improvements.** "New" means the item was not on the appraisal roll in 2012 . An improvement is a building, structure, fixture or fence erected on or affixed to land. A transportable structure erected on its owner's land is also included unless it is held for sale or is there only temporarily. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the unit after January 1, 2012 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2013 . New improvements do not		

	include mineral interests produced for the first time, omitted property that is back assessed and increased appraisals on existing property.	$ 105,775,710
22.	**Total adjustments to the 2013 taxable value.** Add lines 20 and 21.	$ 118,694,621
23.	**2013 adjusted taxable value.** Subtract line 22 from line 19.	$ 1,732,620,282
24.	**2013 effective tax rate.** Divide line 15 by line 23 and multiply by $100.	$ 0.663597/ $100
	A county, city or hospital district that adopted the additional sales tax in November 2012 or May 2013 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.	

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2013 Rollback Tax Rate Worksheet

HELP

City of Leander

See pages 17 to 21 for an explanation of the rollback tax rate.

26.	**2012 maintenance and operations (M&O) tax rate.**		$ 0.435920/ $100
27.	**2012 adjusted taxable value.** Enter the amount from line 11.		$ 1,725,546,909
28.	**2012 M&O taxes.** A. Multiply line 26 by line 27 and divide by $100:	$ 7,522,004	
	B. **Cities, counties and hospital districts with additional sales tax:** Amount of additional sales tax collected and spent on M&O expenses in 2012 . Enter amount from full year's sales tax revenue spent for M&O in 2012 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	+ $ 0	
	C. **Counties:** Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0."	+ $ 0	
	D. **Transferring function**: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0."	(•) Discontinuing ( ) Receiving -$ 0	
	E. Taxes refunded for years preceding		

	tax year 2012 : Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2012 . Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2012 . This line applies only to tax years preceding tax year 2012 .	+ $ 25,853	
	F. **Enhanced indigent health care expenditures**: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	+ $ 0	
	G. **Taxes in tax increment financing (TIF)**: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2013 captured appraised value in Line 16D, enter "0."	- $ 110,945	
	H. **Adjusted M&O Taxes.** Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.		$ 7,436,912
29.	**2013 adjusted taxable value.** Enter the amount from line 23 of the *Effective Tax Rate Worksheet.*		$ 1,732,620,282
30.	**2013 effective maintenance and operations tax rate.** Divide line 28H by line 29 and multiply by $100.		$ 0.429229/ $100
31.	**2013 rollback maintenance and operation tax rate.** County, cities, and others: Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.		$ 0.463567/ $100
32.	**Total 2013 debt to be paid with property taxes and additional sales tax revenue.** "Debt" means the interest and principal that will be paid on debts that (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the unit's budget as M&O expenses. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue (or		

	additional sales tax revenue). Do not include appraisal district budget payments. List the debt in "Schedule B: Debt Service." If using unencumbered funds, subtract unencumbered fund amount used from total debt and list remainder.	$ 4,378,360
33.	**Certified 2012 excess debt collections.** Enter the amount certified by the collector.	$ 0
34.	**Adjusted 2013 debt.** Subtract line 33 from line 32.	$ 4,378,360
35.	**Certified 2013 anticipated collection rate.** Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.000000 %
36.	**2013 debt adjusted for collections.** Divide line 34 by line 35.	$ 4,378,360
37.	**2013 total taxable value.** Enter the amount on line 19. School districts enter line 30C.	$ 1,851,314,903
38.	**2013 debt tax rate.** Divide line 36 by line 37 and multiply by $100.	$ 0.236500/ $100
39.	**2013 rollback tax rate.** Add lines 31 and 38.	$ 0.700067/ $100

A taxing unit that has adopted the additional sales tax must complete the *Additional Sales Tax Rate Worksheet*. Any taxing unit seeking additional rollback protection for pollution control expenses should complete the *Additional Rollback Protection for Pollution Control Worksheet*.

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2013 Property Tax Rates in City of Leander

This notice concerns 2013 property tax rates for City of Leander. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per $100 of property value.

Last year's tax rate:	
Last year's operating taxes	$7,522,005
Last year's debt taxes	$4,046,408
Last year's total taxes	$11,568,413
Last year's tax base	$1,725,546,909
Last year's total tax rate	0.670420/$100
This year's effective tax rate:	
Last year's adjusted taxes (after subtracting taxes on lost property)	$11,497,630
÷ This year's adjusted tax base (after subtracting value of new property)	$1,732,620,282
= This year's effective tax rate	0.663597/$100
This year's rollback tax rate:	
Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate and/or enhanced indigent health care expenditures)	$7,436,912
÷ This year's adjusted tax base	$1,732,620,282
= This year's effective operating rate	0.429229/$100
× 1.08 = this year's maximum operating rate	0.463567/$100
+ This year's debt rate	0.236500/$100
= This year's rollback rate	0.700067/$100

Statement of Increase/Decrease

If City of Leander adopts a 2013 tax rate equal to the effective tax rate of 0.663597 per $100 of value, taxes would increase compared to 2012 taxes by $665,070.

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
M&O Fund	6,915,000
I&S Fund	483,000

Schedule B: 2013 Debt Service:

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2005 GO Refunding	200,000	126,667	0	326,667
Series 2007 GO Refunding	650,000	25,725	0	675,725
Series 2009 GO Refunding	910,000	102,625	0	1,012,625
Series 2010 GO Refunding	265,000	814,900	0	1,079,900
Series 2012 GO Refunding	770,000	308,575	0	1,078,575
Series 2012A GO Refunding	0	521,225	0	521,225
Public Property Finance Contract 2013	78,750	9,960	0	88,710
Arbitrage Rebate Calculation Fees	0	0	15,000	15,000
Paying Agent Fees	0	0	2,500	2,500

Total required for 2013 debt service	$4,800,927
- Amount (if any) paid from funds listed in Schedule A	$422,567
- Amount (if any) paid from other resources	$0
- Excess collections last year	$0
= Total to be paid from taxes in 2013	$4,378,360
+ Amount added in anticipation that the unit will collect only 100.000000% of its taxes in 2013	$0
= Total Debt Levy	$4,378,360

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at
904 S. Main St., Georgetown, TX 78626.
Name of person preparing this notice: Deborah M. Hunt, CTA
Title: Tax Assessor/Collector
Date prepared: July 19, 2013

AGENDA ITEM # 12

Executive Summary

August 1, 2013

Agenda Subject: Consider a Proposal to Adopt a Tax Rate for FY 2013-14.

Background: If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state "Truth-in-Taxation" laws require the governing body to vote on the proposed tax rate and schedule two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate. The FY 2013-14 budget includes a proposed rate of 66.792 cents per $100 which is 0.25 cents below the current rate, but more than the effective tax rate of 66.3597 cents. The rollback rate is 70.0067 cents. If the City Council does not wish to consider a rate greater than the effective rate, then the public hearings would not be required on the tax rate.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Move to place the proposed tax rate for FY 2013-14 of 66.792 cents per $100 valuation on the agenda of a future meeting as an action item.

Attachments: N.A.

Prepared by: Robert G. Powers, Finance Director

AGENDA ITEM # 13

Executive Summary

August 1, 2013

Agenda Subject: Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2013-14.

Background: If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state "Truth-in-Taxation" laws require the governing body to vote on the proposed tax rate and schedule two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate. The FY 2013-14 budget includes a proposed rate of 66.792 cents per $100 which is 0.25 cents below the current rate, but more than the effective tax rate of 66.3597 cents. The rollback rate is 70.0067 cents. If the City Council does not wish to consider a rate greater than the effective rate, then the public hearings would not be required on the tax rate.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Schedule two Public Hearings in order to allow the City Council to consider a rate greater than the effective tax rate of 66.3597 cents per $100 valuation, which would require the following motion: "Move to schedule two public hearings on August 15, 2013 (regular City Council meeting beginning at 7:00 p.m.) and August 29, 2013 (special called City Council meeting beginning at 6:00 p.m.) to consider a proposal to adopt a tax rate of 66.792 cents per $100 valuation."

Attachments: N.A.

Prepared by: Robert G. Powers, Finance Director

AGENDA ITEM #14

Executive Summary

August 1, 2013

Agenda Subject: Consider appointment to TIF/Development Authority Boards to fill vacant seat

Background: There is one place on the TIF and Development Authority Boards that is held by a staff member of the City. That position was previously held by Jim Bechtol. Council needs to appoint a staff person to fill the vacant seat.

Recommendation: N/A

Attachments: None

Prepared by: Debbie Haile TRMC, City Secretary