AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ August 15, 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. Legislative Update from Representative Tony Dale

CONSENT AGENDA: ACTION

6. Approval of the minutes: Joint Work session: August 1, 2013
   Regular Meeting: August 1, 2013
7. Second reading of an Ordinance 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
8. Consider acceptance of a park land donation in the TOD
9. Consider amending and restating a Conservation Easement in the Sarita Valley Greenbelt
10. Consider a License Agreement with the Benbrook Home Owners Association
11. Consider Extension of Contract with the Retail Coach
12. Consider Special Permit Approval for the Bluegrass Festival

REGULAR AGENDA

13. Consider Development Agreement for the Magnolia Creek Subdivision
14. Presentation on FY 2013-14 Proposed Budget *(no action will be taken)*

PUBLIC HEARING: NO ACTION

15. Public Hearing on a Proposal to Adopt a Tax Rate for FY 2013-14

EXECUTIVE SESSION

16. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct:

    a. And pursuant to Section 551.072, Texas Government Code to deliberate and consult with legal counsel: regarding:
        1) The acquisition of real property for the BCRUA deep water intake project
        2) The necessity for and to authorize condemnation proceedings of certain real property for rights-of-way being 0.503 acres and 0.219 acres, more or less, and a drainage easement being 0.046 acres, more or less, located in Williamson County and within the City's corporate limits at or near the intersections of U.S. Highway 183, 183A Toll Road and County Road 276, for the construction and expansion of a roadway intersection improvement project.

    b. And pursuant to Section 551.087, Tex. Gov't Code, regarding legal issues related to a proposal from the developers of the XPark USA Development

17. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

    a. The acquisition of real property for the BCRUA deep water intake project
    b. Proceeding with condemnation of certain real property for rights-of-way at or near U.S. Highway 183, 183A Toll Road and County Road 276 *(see next agenda item)*
    c. A proposal from the developers of the XPark USA Development

18. Consider an Ordinance authorizing the City Attorney and other appropriate staff to take such actions as are necessary to exercise the City's power of eminent domain for the acquisition of two tracts of land required for right-of-way and one tract of land required as a drainage easement related to the U.S. Highway 183 and 183A Toll Road intersection improvement project

19. Council Members Closing Statements

20. 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 9th day of August, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

MINUTES

LEANDER CITY COUNCIL
and
PLANNING & ZONING COMMISSION
JOINT WORKSESSION
CITY OF LEANDER, TEXAS

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

Thursday ~ August 1, 2013 at 6:00 p.m.

Work session will recess at 7:00 p.m. for the Regular City Council Meeting and reconvene after close of meeting

There is no audio recording of this work session due to an electronic malfunction

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

Chairman (Place 3) – Ronald Abruzzese

Place 1 – Michelle Stephenson	**Place 5 – Richard Allen**
Place 2 – Joel Wixson	**Place 6 – Betty Saenz (Vice Chairman)**
Place 4 – Sid Sokol	**Place 7 – Jeff Seiler**

This meeting is open to the Public but does not allow for public participation

1. Open Work session (Mayor Fielder and Chairman Abruzzese)
   Mayor Fielder opened the City Council work session at 6:04 p.m.
   Chairman Abruzzese opened the P & Z work session at 6:04 p.m.

2. Roll Call
   All Council members present
   All P & Z Commissioners present except Commissioner Stephenson. Commissioners Wixson and Allen arrived late.

3. Presentation and discussion with Pohl & Associates
   Bill Pohl gave a presentation on the development of his property. Bob Wunsch, property owner and Mark Baker with SEC Planning also spoke about the development

   Mayor Fielder recessed the work session at 7:03 p.m. for the regular council meeting.
   Mayor Fielder reconvened the work session at 7:46 p.m.

   A discussion was held concerning the development of the property as presented by Bill Pohl & Associates

Mayor Fielder recessed the work session at 7:03 p.m. for the regular City Council meeting. The work session reconvened at 7:46 p.m.

4. Discussion on Transit Oriented Development
    - Update on Current Projects
    - SmartCode, Transect Map Update
    - Naming and Marketing Plan

5. Comprehensive Plan Implementation Priorities
    - Review the Action Plan
    - Discuss priorities for implementation

Tom Yantis, Director of Development Services gave a presentation and a discussion was held in reference to items # 4 and # 5.

Mayor Fielder informed the P & Z Commissioners that Council would like to have a joint work session with the Commission twice a year following the Council Retreats

6. Adjournment

Chairman Abruzzese adjourned the P & Z work session at 9:20 p.m.
Mayor Fielder adjourned the Council work session at 9:21 p.m.

Attest:

_____
Christopher Fielder, Mayor

_____
Debbie Haile, TRMC, City Secretary

_____
Ronald Abruzzese, P & Z Chairmen

_____
Ellen Pizalate, Planning Coordinator

MINUTES
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
   Mayor Fielder opened the meeting at 7:09 p.m. and welcomed those in attendance

2. Roll Call
   All present

3. Staff Comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   Sherry McDonald 1005 Lacy Dr. – Executive Director of Hill Country Community Ministries gave Council information from their quarterly report and thanked the City for their support
   Karen Thompson 11327 Old 2243 W – thanked Chief Minton for the help from his department in helping her family and would like to have sidewalks on Old 2243 W behind Leander Station
   Tiffany Wong 1102 Stillow Ridge – wanted to give her time to Ms. Thompson which is not allowed

5. Proclamation recognizing National Night Out on August 6, 2013
   Chief Minton read the Proclamation and spoke about National Night Out

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

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

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
   Tom Yantis, Director of Development Services explained

   No speakers

   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

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

REGULAR AGENDA

9. Consider a Development Agreement for the Magnolia Creek Subdivision
   Tom Yantis, Director of Development Services informed Council that the applicant has requested postponement of this item

10. Consider Interlocal Cooperation Agreement for Water Treatment and Transportation Services with Liberty Hill
    Kent Cagle, City Manager explained

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

11. Receive Effective & Rollback Tax Rate Calculations for FY 2013-14
    Robert Powers, Finance Director explained

    The City Council did receive the Effective and Rollback Tax Rate Calculations

12. Consider a Proposal to Adopt a Tax Rate for FY 2013-14
    Robert Powers, Finance Director explained

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

13. Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2013-14
    Robert Powers, Finance Director explained

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

14. Consider appointment to TIF/Development Authority Boards to fill vacant seat
Kent Cagle, City Manager explained

Motion made by Council Member to appoint Kent Cagle to the TIF / Development Authority Boards. Second by Council Member Siebold. Motion passes, all voting "aye"

15. Council Members Closing Statements
The council members gave their closing statements

16. Adjournment
With there being no further business, the meeting adjourned at 7:39 p.m.

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 7

Executive Summary

August 15, 2013

Agenda Subject:	Special Use Permit Case #13-SU-002: Second reading 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 final 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
Prepared By:	Tom Yantis, AICP Development Services Director 08/06/2013

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)

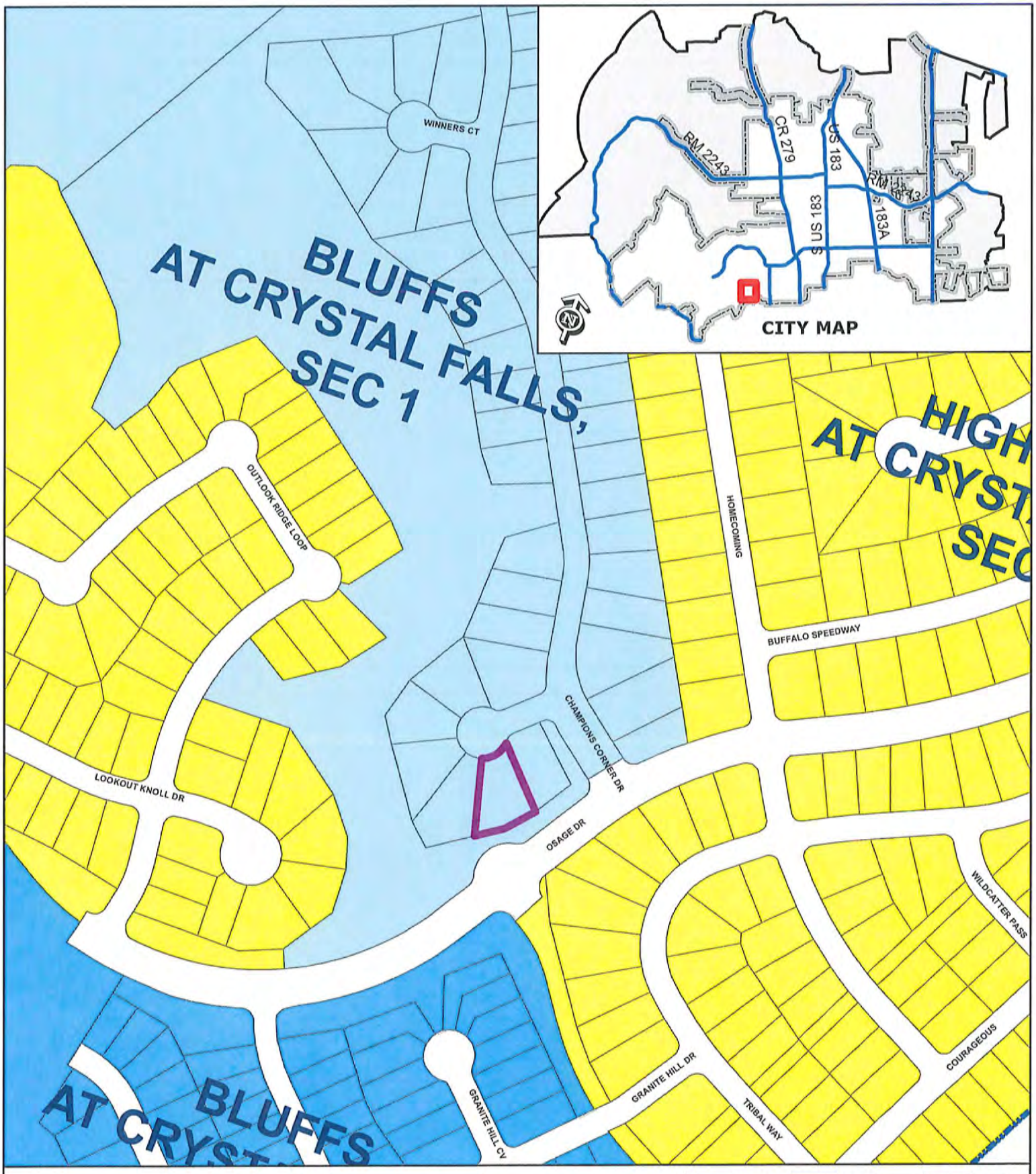
ANALYSIS:

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.

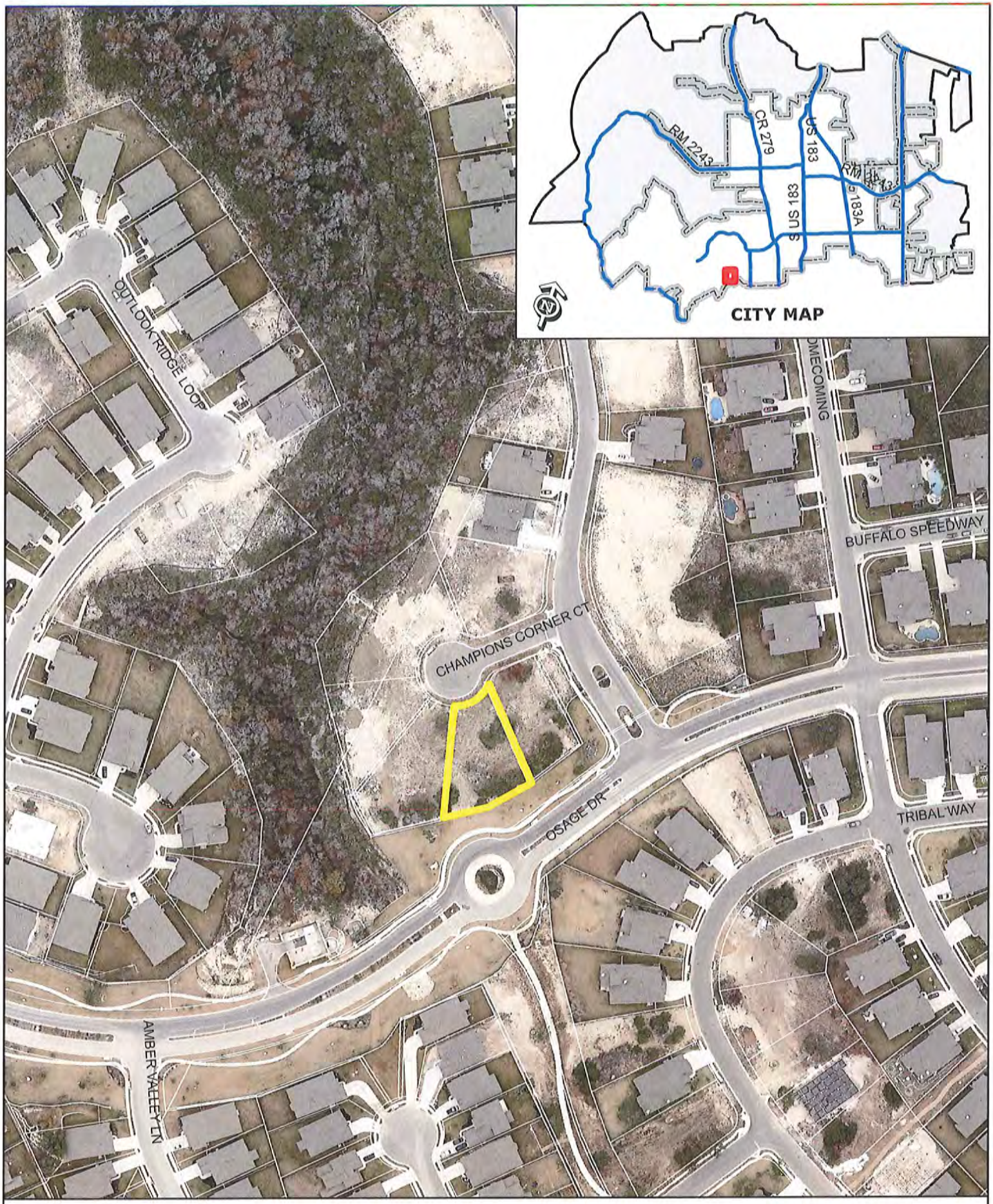


SPECIAL USE PERMIT CASE 13-SU-002

Attachment #2

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

Subject Property
City Limits



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

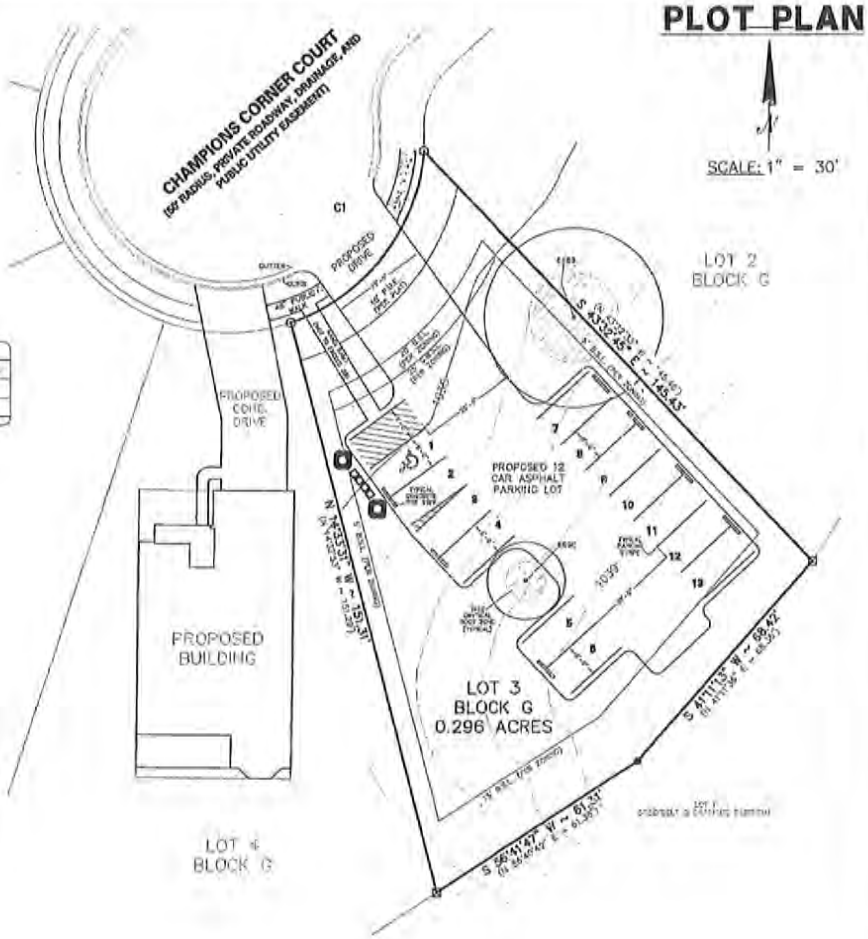
Taylor Woodrow Communities

taylor morrison Homes Inspired by You

PLOT PLAN

LEGEND	
●	½" CAPPED IRON ROD FOUND
○	½" DRS) 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 apperance at all times and shall be kept free of refuse and debris. Alls 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: 805 Las Cimas Parkway, Suite 350
Acreage: 0.297
Legal Description: S10026-Bluffs At Crystal Falls Sec 1 Ph 1B, Block G, Lot 3, Acres 0.297
Land Use Summary: No buildings, Parking lot- 5077 Sq. Ft.
Parking Spaces Required: N/A
Parking Spaces Provided: 13
Date: 6/28/13
Person Preparing Plan: Miles McLaughlin
Address: xxxxxxx
Phone: xxxxxxx
Phone: (512) 328-6566
City/State/Zip: Austin, Texas 78746
Total Impervious Cover: 45%
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	5/29/13	ADDED PARKING SPACES	MM
2	6/18/13	ADDED LOCATION MAP	MM
3	6/20/13	MOVED HANDI RAMP	MM
4	6/28/13	ADD DRAINING BASIN PAD	MM

DRAWN BY:	CHECKED BY:
MM	KB

eilson 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 15th day of August, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

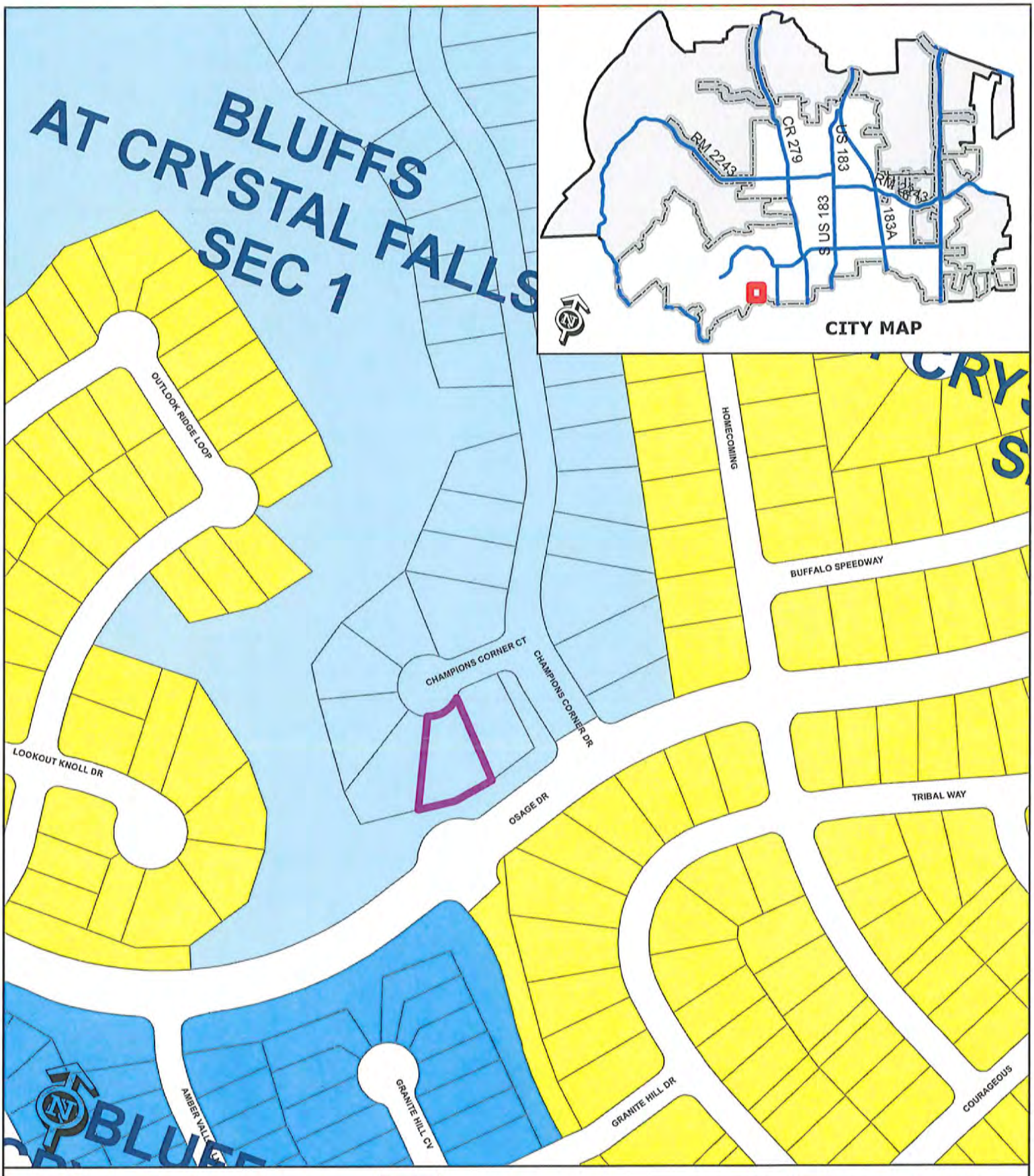


EXHIBIT A

Special Use Permit Case 13-SU-002

2004 Champions Corner Court
Model Home Parking

AGENDA ITEM # 8

Executive Summary

August 15, 2013

Subject: Consideration for Acceptance of a park land donation in the TOD

Background: Roger Beasley would like to donate 3.791 acre tract located in the TOD for park use. The floodplain property is located on the north side of Brushy Creek, west and adjacent to Mel Mathis Avenue (See attached map). It is within the *North Branch Brushy Creek Trail Corridor* identified in the *City Parks, Recreation & Open Space Master Plan*.

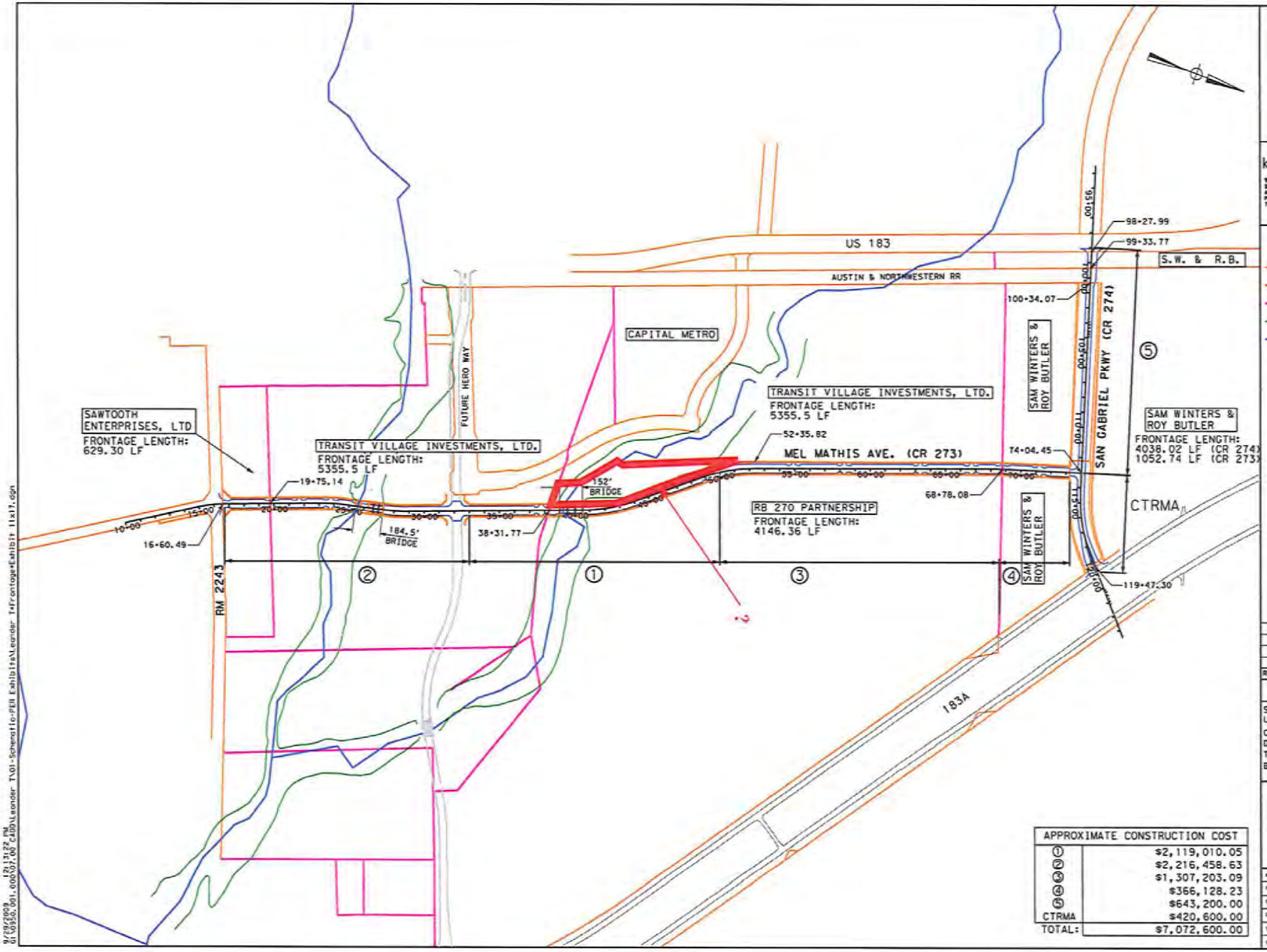
The Parks & Recreation Advisory Board endorsed the acceptance of the property at their August 5th meeting.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval for the acceptance of a 3.791 acre park land donation from Roger Beasley and authorization for the City Manager to execute the required documentation.

Attachments: Property Site Map

Prepared by: Stephen Bosak, Parks & Recreation Director



APPROXIMATE CONSTRUCTION COST	
①	$2,119,010.05
②	$2,216,458.63
③	$1,307,203.09
④	$366,128.23
⑤	$643,200.00
CTRMA	$420,600.00
TOTAL:	$7,072,600.00

City of Leander

klotz associates
901 SOUTH MOPAC EXPRESSWAY
BUILDING V, SUITE 220
AUSTIN, TX 78746
Phones (512) 328-5771 Fax (512) 328-5774
Texas PE Firm Reg. # F-929

LEGEND

- EXIST. R.O.W.
- PROP. R.O.W.
- PROPERTY LINE
- 100 YR FLOOD PLAIN
- CREEK CENTERLINE
- Ⓧ PRIORITY OF PROJECTS FOR FUNDING

REV	DESCRIPTION	BY	DATE

PRELIMINARY - 30%

SUBMITTED FOR INTERIM REVIEW
Under the authority of:
CHARLES M. SHINE, P.E. No. 62999
DATE: SEPTEMBER 2009, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES

LEANDER T

FRONTAGE EXHIBIT

Klotz Project No.	0950.001.000
Klotz Drawing I.D.	
Client I.D.	LEANDER T
Drawn By	
Checked By	
Scale	AS SHOWN
Sheet	1 of 1
Sheet No.	1
Date	

9/29/2009 1:01:32 PM
G:\0950.001.000\07.CAD\Leander TxDot-Schematic-PER Exhibits\Leander T4frontage*Exhibit 11x17.dgn

AGENDA ITEM # 9

Executive Summary

August 15, 2013

Subject: Consideration for Amending and Restating a Conservation Easement in the Sarita Valley Greenbelt

Background: In April 2012 the Council approved a three-party conservation easement in the Sarita Valley Greenbelt. The parties involved were the U.S. Army Corps of Engineers, the developers (Reagan & FM 2243 Ltd. and Reagan & FM 2243 South, Ltd.) and the City. Three parties were involved because the land had not yet been deeded to the City as required by the Parkland Dedication Ordinance. Since the developers no longer have an interest or title to the property the Corps has asked the City amend and restate the agreement to include only the City and Corps of Engineers.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval to authorize the City Manager to execute the Amended and Restated Conservation Easement Agreement for the Sarita Valley Greenbelt.

Attachments:

- Conservation Easement Map
- Amended and Restated Conservation Easement Agreement

Prepared by: Stephen Bosak, Parks & Recreation Director

AMENDED AND RESTATED
CONSERVATION EASEMENT AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

This Amended and Restated Conservation Easement Agreement (this "Agreement") is executed to be effective as of June 1, 2012 (the "Effective Date"), by and between **Reagan & FM 2243 Ltd.**, a Texas limited partnership and **Reagan & FM 2243 South, Ltd.**, a Texas limited partnership (collectively referred to as "Grantor"), and **City of Leander**, a Texas home rule municipality ("Grantee").

Recitals:

A. Grantor and Grantee previously executed that certain Conversation Easement Agreement dated June 1, 2012, which agreement was duly recorded as Document No. 2012047718 in the Official Public Records of Williamson County, Texas.

B. Grantor was the record owner of fee simple title to certain parcels of real property consisting of 8.0 acres located and situated in Williamson County, Texas and more particularly described in **Exhibit A** (the "Property") attached hereto and made a part hereof. The Property is also referenced in that certain "MITIGATION PLAN" dated January 19, 2011, modified on May 17, 2011 and amended on October 21, 2011, and prepared by Horizon Environmental Services, Inc. for Grantor and Grantee (the "Mitigation Plan").

C. Grantor conveyed the Property and other adjacent real property to Grantee by deed dated June 1, 2012, recorded as Document No. 2012047721, Official Public Records of Williamson County, Texas.

D. Grantee is qualified to hold a conservation easement, and is either:

(a) a governmental body empowered to hold an interest in real property under the laws of this State or the United States; or

(b) a charitable, not-for-profit or educational corporation, association, or trust, qualified under Section 501(c)(3) and Section 170(h) of the Internal Revenue Code of 1986, as amended, the purposes or powers of which include one or more of the Purposes described in Recital F below.

E. The preservation of the Property is a condition of the Department of the Army Section 404 Permit Number SWF-2007-00174, dated October 21, 2011 or a revision thereof (the "Permit"), and attached hereto as **Exhibit B**. The Permit requires certain restrictions to be placed on the Property in order to provide compensation for unavoidable adverse impacts to waters of the United States. It is the intent of this Agreement and the Conservation Easement granted herein to assure that the Property will be retained and maintained forever in the vegetative and hydrologic condition described in the success criteria of the Mitigation Plan. Any activities not included in the Permit that may be conducted on the Property and that will affect the vegetative

and hydrologic conditions outlined in the success criteria of the Mitigation Plan, must be approved by the United States Army Corps of Engineers (the "USACE"), Fort Worth District, Regulatory Branch, prior to initiation. The Conservation Easement granted by this Agreement is created pursuant to the Texas Uniform Conservation Easement Act of 1983 contained in Chapter 183 of the Texas Natural Resources Code.

F. WHEREAS, the purpose of the Conservation Easement includes but is not limited to one or more of the following (the "Purposes"):

(a) retaining or protecting natural, scenic, or open-space aspects of the Property;

(b) ensuring the availability of the Property for recreational, educational, or open-space use;

(c) protecting natural resources;

(d) maintaining or enhancing air and water quality;

(e) preserving the historical, architectural, archaeological, or cultural aspects of the Property.

G. The preservation of the Property is a condition of the Permit, required to mitigate for unavoidable adverse impacts to waters of the United States. Grantor and Grantee agree that third-party rights of enforcement shall be held by the USACE, Fort Worth District, and any successor agencies, and that such rights are in addition to, and do not limit, the rights of enforcement under the Permit.

Agreement:

NOW THEREFORE, for good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants, mutual agreements and conditions herein contained, Grantor has TRANSFERRED, BARGAINED, GRANTED, SOLD, CONVEYED, ASSIGNED, SET OVER and DELIVERED, and by these presents does TRANSFER, BARGAIN, GRANT, SELL, CONVEY, ASSIGN, SET OVER and DELIVER, to Grantee a conservation easement on, over, under, across, along and through the Property on the terms set forth herein, together with all other rights reasonably necessary or desirable to accomplish the objectives of the Mitigation Plan and the rights granted under this Agreement (the "Conservation Easement"), subject to the following terms, reservations, covenants, limitations and exceptions:

1. **Duration of Easement**. The Conservation Easement shall be perpetual. The Conservation Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, and Grantor's successors, assigns, lessees, agents, and licensees.

2. **Property Description**. In addition to the metes and bounds legal description of the Property set forth in **Exhibit A** and incorporated herein by reference for all purposes are metes and bounds surveys of the Property by a Texas Registered Professional Land Surveyor. In connection with the application for the Permit, Grantor has previously provided to the USACE a copy of a wetland survey map which delineates all waters of the United States, including

wetlands, within the Property. In addition to the wetland survey, Grantor has also provided photographs of the Property attached hereto as **Exhibit A-1**:

(a) on-site photographs taken at appropriate locations on the Property including all major natural features;

(b) a copy of the deed with an accurate legal description or a current survey certified by a Texas Registered Professional Land Surveyor (RPLS) of the Property;

(c) a copy of a verified wetland survey map, which delineates all waters of the United States, including wetlands within the Property; and

(d) a map of the conservation easement area.

3. **Present Condition of the Property.** the wetlands, scenic, resource, environmental, and other natural characteristics of the Property, and its current use and state of improvement, are described in Section III of the Mitigation Plan dated May 3, 2011, prepared by Grantor and acknowledged by Grantor and Grantee to be complete and accurate as of the date hereof. Both Grantor and Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, this report is not intended to preclude the use of other evidence to establish the present condition of the property if there is a controversy over its use.

4. **Prohibited Activities**. Any activity on, or use of, the Property inconsistent with the purpose of the Conservation Easement is prohibited. The Property shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted, or reserved as indicated hereunder.

(a) Vegetation: There shall be no removing, destroying, cutting, trimming, mowing, burning, harming, or altering of any vegetation, or disturbing or changing in any way the natural habitat existing on the Property. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides on the Property, except as expressly allowed in the Mitigation Plan.

(b) Uses: No commercial, agricultural, residential or industrial activity shall be conducted upon the Property. There shall be no storing or dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property that may negatively impact or be detrimental to the Property or to the surface or subsurface waters of the Property. Livestock animals shall not be allowed on the Property. Any right of passage for any activity or use set forth in this Section 4(b) is also prohibited.

(c) Topography: There shall be no change in the topography of the Property. There shall be no filling, excavating, grading, dredging, mining or drilling upon the Property, and there shall be no removing of topsoil, peat, sand, gravel, rock, minerals or

other materials from the Property except to restore natural topography or drainage patterns.

(d) Soil or Water Degradation: There shall be no use of, or the conducting of any activity on, the Property that causes or is likely to cause soil degradation, erosion, depletion or pollution of, or siltation on, any surface or subsurface waters of the Property, and there shall be no change to the surface or subsurface hydrology of the Property in any manner. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding, or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the Property by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. It is understood that with respect to the prohibited activities set forth in this Section 4(d), Grantor may not and will not engage in any such prohibited activities on the Property or on any other real property owned by Grantor and directly adjacent to the property (the "Grantor Land") that would materially and adversely impact the Property.

(e) Construction: There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock, or any other temporary or permanent structure or facility or any other man-made structures on the Property except in connection with the repair, maintenance, or replacement (but not expansion) of any structures and other improvements located on the Property as of the Effective Date of this Agreement.

(f) Roads: There shall be no construction of roads, trails, or walkways on the Property; nor any enlargement, widening, improvement or modification to any existing roads, trails, or walkways or any other rights of way on the Property.

(g) Waters: There shall be no polluting, altering, manipulating, depleting or extracting of surface or subsurface water (including, but not limited to, ponds, creeks or other water courses) or any other water bodies on the Property, and there shall be no conducting or (to the extent in Grantor's control) allowing any entity or person to conduct activities on the Property that would be detrimental to water purity or that alter the natural water level or flow in or over the Property (including, but not limited to, damming, dredging or construction in any free flowing water body, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes or other water bodies). It is understood that with respect to the prohibited activities set forth in this Section 4(g), Grantor may not and will not engage in any such prohibited activities on the Property.

(h) Vehicles: There shall be no operating or allowing the operation of any motorized vehicles on the Property.

(i) Easements: There shall be no granting or conveying of any easements on, over, under, across, along or through the Property, including, but not limited to, access easements and utility easements; provided, however, that pursuant to the Conservation Easement and in order to access the Property to take such actions which are consistent with the Conservation Easement and the Permit, Grantee and the USACE have the right of pedestrian ingress and egress to and from the Property.

(j) Signage. No signs shall be permitted on or over the Property, except the posting of no trespassing signs, signs identifying the conservation values of the Property, signs giving directions or proscribing rules and regulations for use of the Property and/or signs identifying the Grantor as owner of the property.

(k) Development Rights. No development rights that have been encumbered or extinguished by this Agreement or the Conservation Easement granted herein shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

(l) Other Prohibitions. Any other use of, or activity on, the Property which is or may become inconsistent with the purposes of the Conservation Easement granted herein, the preservation of the Property in its natural condition, or the protection of its environmental systems, is prohibited.

5. **Rights Reserved to Grantor**. The Grantor expressly reserves for itself, its successors and assigns, the right of access to and the right of continued use of the Property for all purposes not inconsistent with this Agreement and the Conservation Easement granted herein, including, but not limited to, the right to quiet enjoyment of the Property, the rights of ingress and egress with respect to the Property, the right to hike on the Property, the right to conduct nature observation and study, and the right to sell, transfer, gift or otherwise convey the Property, in whole or in part, provided such sale, transfer, or gift conveyance is subject to the terms of, and shall specifically reference, the Conservation Easement. Except as may be expressly provided otherwise in this Agreement, neither this Agreement nor the Conservation Easement granted herein in any way limits, restricts or in any way affects any property of Grantor other than the Property, including without limitation, any property adjacent to, surrounding or near the Property. The rights conveyed by this Agreement and the Conservation Easement granted herein do not constitute a conveyance of a fee interest in the Property, nor of any of the mineral rights therein and thereunder. The rights retained by Grantor as set forth in this Section 4 are referred to hereinafter as the "Reserved Rights".

6. **Rights of Grantee and USACE**. Grantee or its authorized representatives, successors, and assigns, and the USACE, shall have the right to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if the Grantor or any of its successors and assigns is complying with the terms, conditions, restrictions, and Purposes of the Conservation Easement. Nothing construed herein shall constitute an agreement by USACE to indemnity, defend or hold harmless either Grantor or Grantee, or any of the above-listed parties, from and against any liability, loss, cost or damage.

7. **Liens and Taxes**. Grantor shall keep the Property free of any and all liens, including, without limitation, liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, and shall upon written request by Grantee furnish Grantee with satisfactory evidence of payment.

8. **Enforcement**. In the event of a breach of this Agreement by Grantor, the Grantee, any third party, or any third party working for or under the direction of Grantor or the Grantee, the Parties and the USACE shall be notified immediately. If USACE becomes aware of a breach of this Agreement, USACE will notify the Grantee and Grantor of the breach. Grantor shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably calculated to correct the conditions constituting the breach. If the conditions constituting the breach are corrected in a timely and reasonable manner, no further action shall be warranted or authorized. If the conditions constituting the breach are such that more than thirty (30) days are required to cure the breach, Grantor shall not be in default hereunder if Grantor undertakes the cure of such breach during the thirty (30) day period following notice of the breach and diligently pursues the cure of the breach to completion. If Grantor fails to initiate such corrective action within thirty (30) days or fails to complete the necessary corrective action, the Grantee may enforce the Conservation Easement by appropriate legal proceedings, including an action for damages, injunctive and other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive relief or other appropriate relief if the breach of any provision of the Conservation Easement is materially impairing or would irreversibly or otherwise materially impair the benefits to be derived from the Conservation Easement. Grantor and the Grantee acknowledge that under such circumstances, damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with the Conservation Easement. The costs of a breach of this Agreement and the costs of any correction or restoration, including the Grantee's expenses, court costs and attorney's fees, shall be paid by Grantor to the extent that Grantor is responsible for the breach or for the matter requiring correction or restoration. The USACE shall have the same right to enforce the terms and conditions of the Conservation Easement as the Grantee.

Any forbearance or failure on the part of the Grantee or the USACE to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of either Grantee's or the USACE's rights hereunder. Nor shall forbearance or failure to enforce any covenant or provision hereof discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof or affect the right to the Grantee and the USACE of enforce the same in the event of a subsequent breach or default.

Nothing contained in this Agreement or the Conservation Easement granted herein shall be construed to entitle the Grantee to bring any action against Grantor for any injury to or change in the Property, or for any violation of any covenant or provision of this Agreement, resulting from any cause or causes beyond Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate

significant injury to life, damage to property or harm to the Property resulting from any of such causes.

9. **Duration**. The burdens of this Agreement and the Conservation Easement shall run with the Property and shall be enforceable against Grantor and all future interests in and to the Property in perpetuity. Grantor agrees that the future transfer or conveyance of any interest in or to the Property shall at all times be subject and subordinate to the terms, conditions, restrictions and purposes of the Conservation Easement and a reference to this Agreement shall be included in each instrument of transfer or conveyance of any interest in or to the Property from and after the Effective Date; provided, however, that nothing in this Agreement shall be construed to in any way limit Grantee's ability to freely sell, convey, assign, or otherwise transfer the property interest and rights, or any portions thereof, granted by this Agreement to any other person or entity.

10. **General Provisions**.

(a) Notices. Any notice, request for approval, or other communication required under this Agreement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

If to Grantor:

Reagan & FM 2243, Ltd.
100 Congress Avenue, Suite 780
Austin, Texas 78701
Attn: Barrett Lepore

Reagan & Fm 2243 South, Ltd.
100 Congress Avenue, Suite 780
Austin, TX 78701
Attn: Barrett Lepore

If to Grantee:

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78646

With a copy of any notice sent by Grantor or Grantee to be sent to USACE as follows:

Regulatory Branch (CESWF-PER-R)
Fort Worth District
U.S. Army Corps of Engineers
P. O. Box 17300
Fort Worth, Texas 76102

(b) Partial Invalidity. In the event any provision of this Agreement is determined by the appropriate court to be void and unenforceable, all remaining terms shall remain valid and binding.

(c) Agreement Binding. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee and their respective executors, administrators, heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, neither Grantee nor USACE or its successor agencies may assign (i) this Agreement, or (ii) any rights or interests in this Agreement, without the prior written approval of Grantor.

(d) Entire Agreement. This Agreement, including each of Exhibit "A", Attachment "A-1" and Exhibit "B" which is attached hereto and incorporated herein by this reference for all purposes, constitutes the entire agreement of the parties and in no way shall be conditioned, modified or supplemented except by written amendment executed by the parties and subject to the prior written approval of USACE.

(e) Filing of Agreement. Grantee shall file this Agreement of record with the County Clerk of Williamson County, Texas within ten (10) days after the Effective Date of this Agreement and provide a copy of the recorded Agreement to USACE and Grantor within thirty (30) days of its return from the County Clerk of Williamson County.

(f) Warranty. Grantor warrants, covenants, and represents that it owns the Property in fee simple, and that Grantor either owns all interests in the Property which may be impaired by the granting of the Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to the Conservation Easement. Grantor further warrants that Grantee shall have the use of and shall enjoy all the benefits derived from and arising out of the Conservation Easement, and that Grantor will warrant and defend title to the Property against all persons claiming by, through or under Grantor, but not otherwise.

(g) Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement and the Conservation Easement in any deed or other legal instrument that transfers any interest in all or any portion of the Property. Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of the transfer. Grantor and Grantee agree that the terms of the Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the USACE.

(h) Assignment or Transfer. The parties recognize and agree that the benefits of the Conservation Easement are in gross and assignable by the Grantee; provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns the Conservation Easement, the organization receiving the interest will be a qualified holder under applicable state and federal law. The Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this Agreement.

(i) Obligations of Ownership. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with any federal, state, or local laws, regulations and permits that may apply to the Property in connection with the exercise by Grantor of the Reserved Rights.

(j) Extinguishment. In the event that changed conditions render impossible the continued use of the Property for the conservation purposes as contemplated by this Agreement, the Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding in any court of competent jurisdiction.

(k) Eminent Domain. Whenever all or any part of the Property is taken in the exercise of eminent domain so as to substantially abrogate the restrictions imposed by this Agreement and the Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking, and all incidental and direct damages due to the taking.

(l) Proceeds. The Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of the Property is sold, exchanged, or involuntarily converted following an extinguishment of all or any portion of the Conservation Easement, or following the exercise of eminent domain, Grantee shall be entitled to the fair market value of the Conservation Easement. The parties stipulate that the fair market value of the Conservation Easement shall be determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the Effective attributable to improvements) by the ratio of the value of the Conservation Easement as of the Effective Date to the value of the Property (without deduction for the value of the Conservation Easement) at the time of this grant. The values as of the Effective Date and as referenced in this Section 10(l) shall be the values used, or which would have been used, to calculate a deduction for federal income tax purposes, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended (whether eligible or ineligible for such a deduction). Grantee shall use its share of any proceeds in a manner consistent with the purposes of the Conservation Easement.

(m) Failure of Grantee. If at any time Grantee is unable or fails to enforce the Conservation Easement, or if Grantee ceases to be a qualified grantee, and if within a reasonable period of time after the occurrence of any of such events, Grantee fails to make an assignment of its interest pursuant to the Conservation Easement, then Grantee's interest shall become vested in another qualified grantee in accordance with and as provided by an appropriate and final, non-appealable proceeding in a court of competent jurisdiction.

(n) Amendment. This Agreement and the Conservation Easement granted herein may be amended, but only in a writing signed by the parties hereto; provided, however, that such amendment does not affect the qualification of the Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with

the conservation purposes of this Agreement and the Conservation Easement granted herein, and does not conflict with the Permit No. **SFW-2007-00174** or its related Mitigation Plan. Notice of such amendment shall be provided to the USACE.

(o) Present Condition of the Property. The wetlands, scenic, resource, environmental, an other natural characteristics of the Property, and its current use and state of improvement, are described in Paragraph 4 of the Mitigation Plan dated January 12, 2011, prepared by Grantor and acknowledged by the Grantor and Grantee to be complete and accurate as of the date hereof. Both Grantor and Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, this report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

TO HAVE AND TO HOLD the Conservation Easement for the purposes herein described, subject, however, to the matters herein set forth and to all matters of record with respect to the Property, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns to warrant and defend the Conservation Easement and the rights granted herein, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and DELIVERED to be effective as of the Effective Date.

GRANTOR:

Reagan & FM 2243, Ltd.
a Texas limited partnership

By: Reagan & FM 2243 GP, LLC
a Texas limited liability company
its General Partner

By: _____

Name: _____

Title: _____

Reagan & FM 2243 South, Ltd.
a Texas limited partnership

By: Reagan & FM 2243 South GP, LLC
a Texas limited liability company
its General Partner

By: _____

Name: _____

Title: _____

GRANTEE:

City of Leander,
a Texas home rule municipality

By: _____
Kent Cagle, City Manager

[ACKNOWLEDGMENTS FOLLOW]

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2013 by _____, as Manager of Reagan & FM 2243 GP, LLC, a Texas limited liability company, as general partner of Reagan & FM 2243, Ltd., a Texas limited partnership, on behalf of said company and partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2013 by _____, as Manager of Reagan & FM 2243 South GP, LLC, a Texas limited liability company, as general partner of Reagan & FM 2243 South, Ltd, a Texas limited partnership, on behalf of said company and partnership.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Kent Cagle, as City Manager of the City of Leander, Texas, a Texas home rule municipal corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

Exhibit A
to
Conservation Easement Agreement

Metes and Bounds Legal Description of the Property
Attached as Exhibits A-1, A-2, A-3 and A-4

Attachment A-1
to
Conservation Easement Agreement

Photos, Deed, Wetland Map and Easement Map

Exhibit B
to
Conservation Easement Agreement

The Permit

No.	Date	Revisions	Appr.

Scale: AS SHOWN	CONSERVATION PLAN	SARITA VALLEY PHASES I, II & III LEANDER, TX	Kimley-Horn and Associates, Inc.
Designed by: MLT			
Drawn by: MLT			
Checked by: SJF			
Date: MARCH 2011			
Project No. 069227501			

811 Know what's below. Call before you dig.

CONTRACTOR TO FIELD VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

AGENDA ITEM # 10

Executive Summary

August 15, 2013

Agenda Subject:	Consideration of a License Agreement for landscape maintenance within the City right-of-way for the Benbrook Ranch Homeowners Association.
Background:	The Benbrook Ranch Homeowners Association has requested a license agreement to allow them to maintain the landscaping and entry features that are within the City rights-of-way at the entrances to their neighborhood.
Origination:	Applicant: Benbrook Ranch HOA
Financial Consideration:	None
Recommendation:	Staff recommends approval of the proposed license agreement
Attachments:	1. License Agreement and Exhibits 2. Insurance Certificate
Prepared By:	Tom Yantis, AICP Development Services Director 8/6/2013

LICENSE AGREEMENT

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas ("the City"), and Owners Association of Benbrook Ranch Homeowners Association, Inc., (the "Licensee"), enter into this License Agreement ("Agreement") on this the _____ day of _____, 2013, upon the terms and conditions set forth below.

1. **PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the property, located within the right-of-ways of Bagdad Road and McCallum Drive, as shown on **Exhibit "A"** attached hereto and incorporated herein, for the following purposes only: (1) the installation of landscaping; (2) the installation of an irrigation system for the landscaping; (3) the repair, maintenance and replacement of the landscaping and irrigation system, within right of-way of Bagdad Road and McCallum Drive.

The City grants to Licensee permission to use the property, located within the right-of-ways of Bagdad Road and Middle Brook Drive, as shown on **Exhibit "B"** attached hereto and incorporated herein, for the following purposes only: (1) the installation of landscaping; (2) the installation of an irrigation system for the landscaping; (3) the repair, maintenance and replacement of the landscaping and irrigation system, within right of- way of Bagdad Road and Middle Brook Drive.

The City grants to Licensee permission to use the property, located within the right-of-ways of Bagdad Road and South Brook Drive, as shown on **Exhibit "C"** attached hereto and incorporated herein, for the following purposes only: (1) the installation of landscaping; (2) the installation of an irrigation system for the landscaping; (3) the repair, maintenance and replacement of the landscaping and irrigation system, within right of- way of Bagdad Road and South Brook Drive.

The City grants to Licensee permission to use the existing entrance monuments and use of existing irrigation systems, collectively referred to herein as (the "Improvements") and sometimes collectively referred to herein as (the "licensed property"). The City will give the Licensee permission to repair, maintain and\or replace the existing entrance monuments and existing irrigation systems.

It being understood that this License Agreement gives the right, not an obligation to the Licensee to maintain the City's right-of-ways shown in Exhibits "A-C", the improvements or licensed property.

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.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

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

III. CITY'S RIGHT 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 Licensee, 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. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the 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.

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. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

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, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by

insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's 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 and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within: (a) thirty (30) days following receipt of a written request from the City or (b) as otherwise requested by the City's code enforcement authority.

C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be at Licensee's expense.

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, 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, unless stated otherwise, 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 perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address	**City Address**
Benbrook Ranch Homeowners Association, Inc.	City of Leander
Attn: Goodwin Management, Inc.	Attn: City Manager
11149 Research Blvd., Suite 100	P. O. Box 319
Austin, Texas 78759	Leander, Texas 78646-0319

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, 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 on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. Any and all Improvements installed by

Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

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 terminates, then it shall remove all installations 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. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The improvements, or a portion of them, interfere with the City's right-of-way;
2. Use of the licensed property becomes necessary for a public purpose;
3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
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 the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the 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. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall 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 Williamson 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 by written instrument, 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. 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.

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2013.

LICENSOR: CITY OF LEANDER
By: _____
Name:
Title: City Manager

LICENSEE: BENBROOK RANCH HOMEOWNERS ASSOCIATION, INC., A TEXAS NONPROFIT CORPORATION

_____
By: Randy Caldwell, President

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Kent Cagle, City Manager, City of Leander, Texas, on behalf of the City.

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Randy Caldwell, President Benbrook Ranch Homeowners Association, Inc., a Texas Nonprofit Corporation.

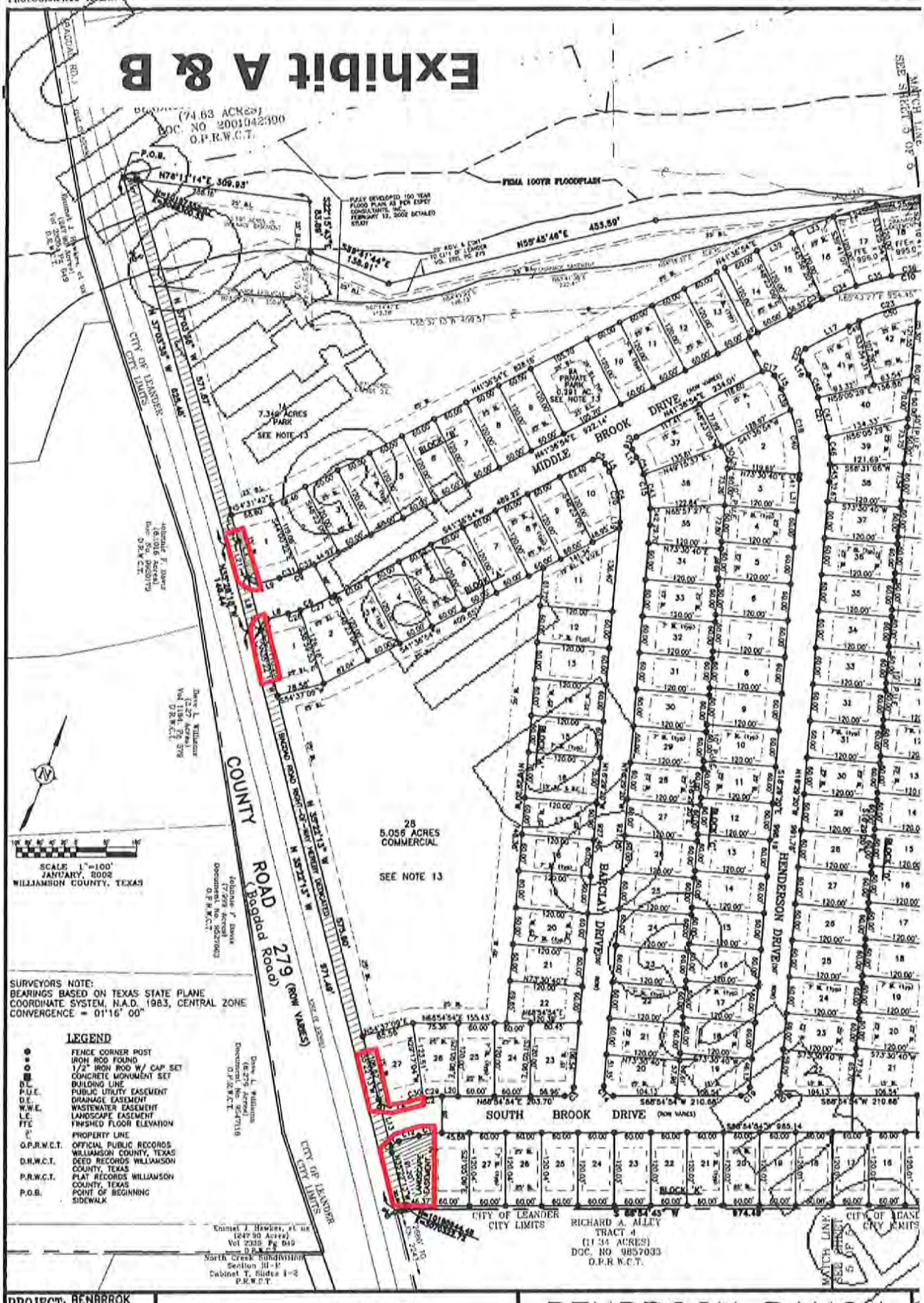
_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

EXHIBIT "A"
BAGDAD ROAD AND MCCALLUM DRIVE

PHOTOGRAPHIC MYLAR

Exhibit A & B



PROJECT:	BENBROOK SEC 1, PH 1
JOB NUMBER:	701-010-04
DATE:	JAN. 2002
SCALE:	1"=100'
SURVEYOR:	WARRICK
TECHNICIAN:	CHAPMAN
DRAWING:	701-010/DWG/S1PH1/SH
FIELDNOTES:	
PARTYCHIEF:	ROGERS
FIELDBOOKS:	

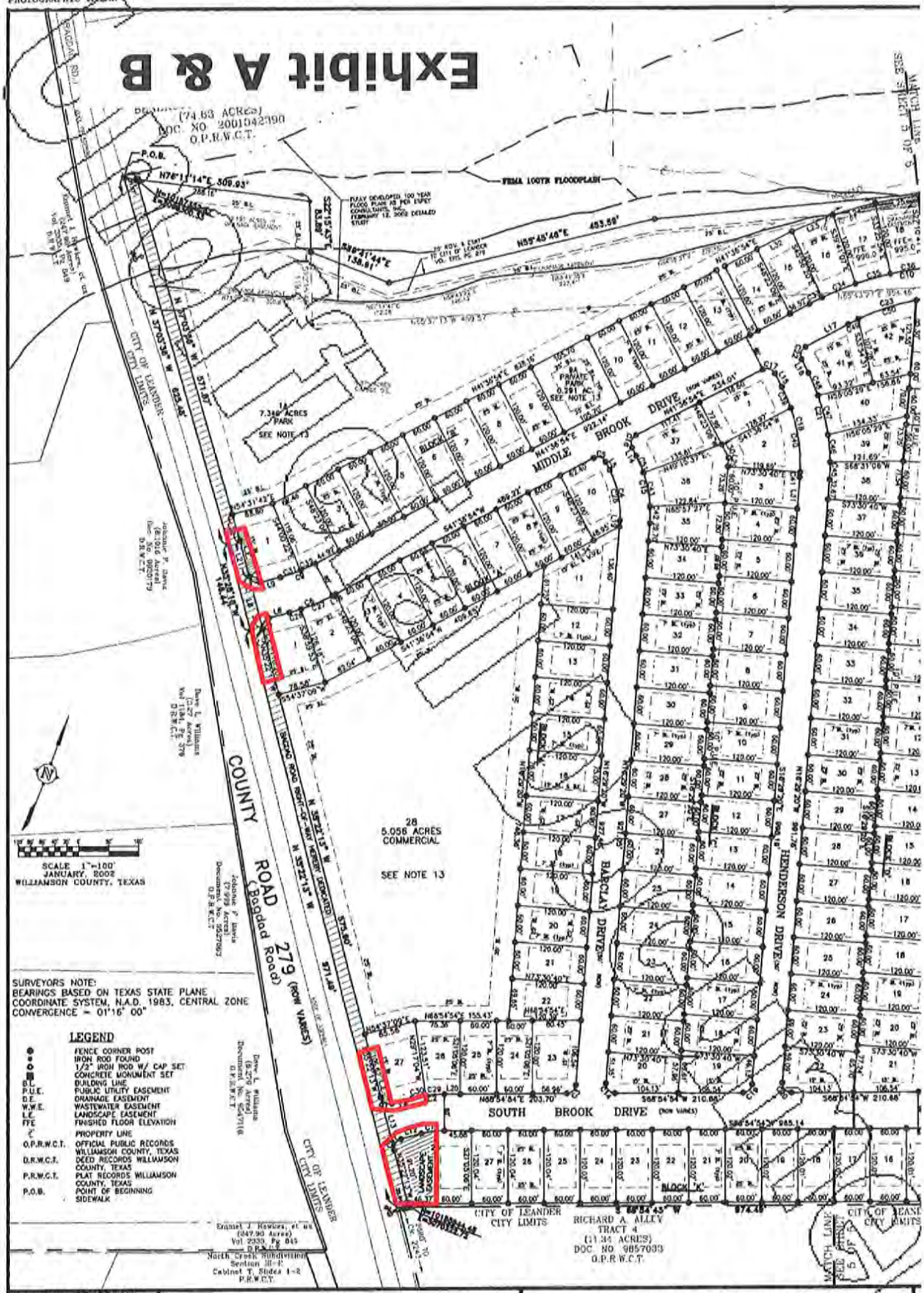
ZWA
Zamora-Warrick and Associates, L.L.C.
Professional Land Surveyors
5316 Highway 290 West, Suite 150 • Austin, Texas 78735
Tel (512) 899-3333 • Fax (512) 899-0955

BENBROOK RANCH SECTION ONE PHASE ONE

EXHIBIT "B"
BAGDAD ROAD AND MIDDLE BROOK DRIVE

PHOTOGRAPHIC MYLAR

Exhibit A & B



SURVEYORS NOTE:
BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 1983, CENTRAL ZONE
CONVERGENCE = 01°16' 00"

LEGEND

●	FENCE CORNER POST
○	IRON ROD FOUND
○	1/2" IRON ROD W/ CAP SET
■	CONCRETE MONUMENT SET
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.E.	WASTEWATER EASEMENT
L.E.	LANDSCAPE EASEMENT
FFE	FINISHED FLOOR ELEVATION
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
	SIDEWALK

PROJECT:	BENBROOK SEC 1, PH 1
JOB NUMBER:	ZO1-010-04
DATE:	JAN. 2002
SCALE:	1"=100'
SURVEYOR:	WARRICK
TECHNICIAN:	CHAPMAN
DRAWING:	201-010/DWG/51PH1/SH
FIELDNOTES:	
PARTYCHIEF:	ROGERS
FIELDBOOKS:	

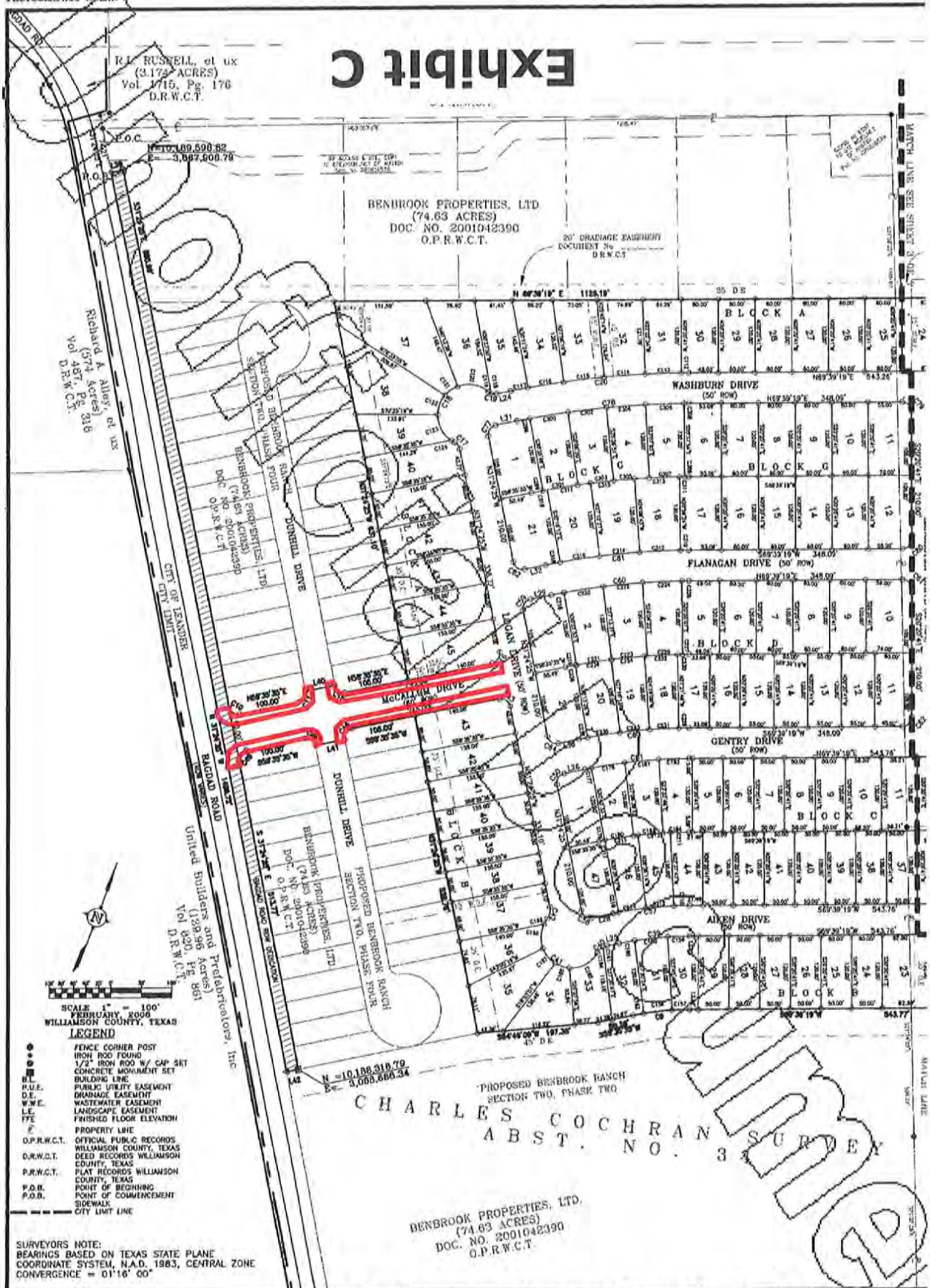
ZWA
Zamora-Warrick and Associates, L.L.C.
Professional Land Surveyors
5316 Highway 290 West, Suite 100 • Austin, Texas 78735
Tel (512) 899-3333 • Fax (512) 899-0855

BENBROOK RANCH SECTION ONE PHASE ONE

EXHIBIT "C"
BAGDAD ROAD AND SOUTH BROOK DRIVE

PHOTOGRAPHIC LINEAR

Exhibit C



SCALE 1" = 100'
FEBRUARY, 2006
WILLIAMSON COUNTY, TEXAS

LEGEND

●	FENCE CORNER POST
●	IRON ROD FOUND
●	1/2" IRON ROD W/ CAP SET
■	CONCRETE MONUMENT SET
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.E.	WASTEWATER EASEMENT
L.E.	LANDSCAPE EASEMENT
FFE	FINISHED FLOOR ELEVATION
P	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.B.	POINT OF COMMENCEMENT
	SIDEWALK
	CITY LIMIT LINE

SURVEYORS NOTE:
BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 1983, CENTRAL ZONE
CONVERGENCE = 01°16' 00"

PROJECT:	BENBROOK SEC 2, PH 1
JOB NUMBER:	202-026-01
DATE:	
SCALE:	1"=100'
SURVEYOR:	WARRICK
TECHNICIAN:	CHAPMAN
DRAWING:	202-026/DWG/529111/SH
FIELDNOTES:	
PARTYCHIEF:	CHAPMAN
FIELDBOOKS:	

ZWA
Zamora-Warrick and Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd., Bld 200 • Austin, Texas 78759
Tel: (512) 241-1078 • Fax (512) 241-1092

BENBROOK RANCH SECTION TWO PHASE ONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: William Gammon Insurance
William Gammon Insurance 1615 Guadalupe Austin TX 78701	PHONE (A/C, No, Ext): 512-477-6745 FAX (A/C, No): 512-469-0443 E-MAIL ADDRESS: genmail@gammoninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty Company	
INSURER B : The Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Benbrook Ranch HOA, Inc. Goodwin Management 11149 Research Blvd #100 Austin TX 78759	BENBR11

COVERAGES **CERTIFICATE NUMBER:** 1486699391 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CRIME GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			EPP0082682	6/1/2013	6/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CRIME	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $100,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EPP0082682	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			EPP0082682	6/1/2013	6/1/2014	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A B	PROPERTY DIR & OFFICER			EPP0082682 BCP0001174	6/1/2013 6/1/2013	6/1/2014 6/1/2014	BLDG D&O	236,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MASTER INSURANCE Valuation for common area and property are 100% replacement cost always subject to the policy terms, conditions and exclusions. Severability of Interest clause included
Policy is endorsed to provide Additional Insured to City of Leander; with 45 day notice of cancellation

CERTIFICATE HOLDER

City of Leander
200 W. Willis
Leander TX 78641

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM # 11

Executive Summary

August 15, 2013

Agenda Subject: Consider Extension of Contract with the Retail Coach

Background: The Retail Coach has completed their initial contract and they have produced all deliverables on time. This contract is a one year extension in the amount of $20,000. The deliverables include an interactive mapping application of available site locations. The application will include layers of demographics, household income, psychographic data and home values. In addition, available sites in the TOD will include Transect information with photographic examples desired types of development. The application will be on the City of Leander website. Additional deliverables include updates of all demographic and psychographic data, quarterly mailings to appropriate retailers and developers as well as assistance at the ICSC conventions in Las Vegas and Texas.

Financial: Funding is available in the Economic Development operating budget.

Recommendation: Staff recommends approval

Attachments: Retail Coach Extension Agreement

Prepared by:

RETAIL ECONOMIC DEVELOPMENT PLAN
ANNUAL UPDATE

TheRetailCoach®

City of Leander, Texas

July 10, 2013

TheRetailCoach

Corporate Headquarters
P. O. Box 7272
Tupelo, MS 38802-7272

Texas Offices
P. O. Box 90744
Austin, Texas 78709-0744

2201 Long Prairie Road
Suite 107-143
Flower Mound, Texas 75022
T 662.231.9078

800.851.0962 | info@theretailcoach.net | www.theretailcoach.net

AGREEMENT

THIS AGREEMENT is made and entered into as of the last day shown below between a limited liability entity, The Retail Coach, L.L.C. ("TRC") and the City of Leander ("Client").

WHEREAS, Client desires to retain TRC to update key components of its retail economic development plan;

WHEREAS, TRC agrees to provide certain consulting services to Client to assist with an update of the retail economic development plan; and

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements regarding the consulting services to be performed by TRC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PHASE 1: DEMAND ASSESSMENT

COMMUNITY ANALYTICS | CONSUMER ANALYTICS

METHODOLOGY

Retail Trade Area Determination

The Retail Trade Area will be updated by onsite research in Leander and area competition assessment factors.

- We delineate a custom polygon boundary map of the Retail Trade Area.

Demographic Profile

We produce an updated comprehensive summary demographic profile encompassing the Retail Trade Area and the Leander community. The profiles include the following characteristics:

- Population and Population Growth
- Population Trends
- Average Annual Population Growth
- Ethnicity
- Income
- Age
- Households and Household Growth
- Educational Attainment

Psychographic Profile

- We conduct a psychographic analysis of the households in Leander's Retail Trade Area using socioeconomic and demographic data to measure consumer attitudes, values, lifestyles and purchasing behaviors to gain an understanding of the types of retailers that may be interested in Leander.
- We create a bar graph of lifestyle classifications, highlight the dominant lifestyle segments in Leander and provide comprehensive lifestyle segment definitions.
- We rank lifestyle segments and categorize them by summary group, segment code and segment name.

PHASE 1 Continued

Retail Gap/Opportunity Analysis Update

- We calculate estimated potential retail sales (demand) for the Retail Trade Area and compare these figures to estimated actual sales figures (supply) to estimate retail dollars "coming in" or "flowing out" of Leander
- We identify retail sales surpluses and/or leakages for 52 different retail sectors. This distinguishes the retail categories that have the highest propensity for success in Leander and quantifies their retail potential.
- We develop and provide summary tables and graphs of each retail sector illustrating potential sales versus estimated actual sales.
- We create and provide a customizable Microsoft® PowerPoint presentation containing Retail Gap/Opportunity Analysis summary information.

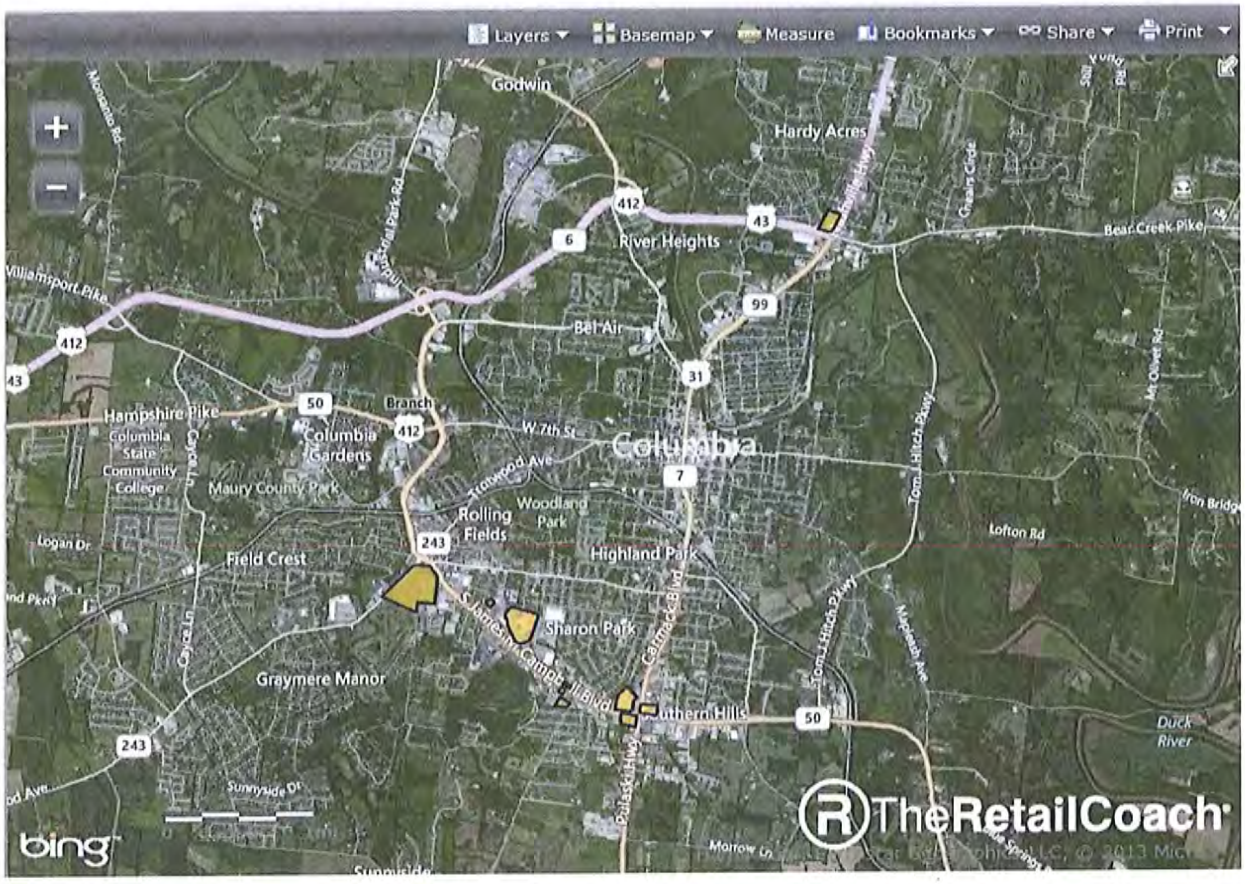
PHASE 2: RETAIL STRATEGIES

INTERACTIVE MAPPING| RETAILER MATCHING | RETAIL EXPANSION POSITIONING | COMMUNITY MARKETING

METHODOLOGY

Interactive Mapping

We will develop an online interactive mapping applications utilizing ARCGIS to create an online map of available site locations. Map can include clickable layers to show site information, images and links. Clickable layers revealing ESRI based data from the block level can also include demographics, house hold income, tapestry categories (psychographic data) and median home values. Map can be a standalone hosted application, embedded into an existing website or embedded into the City of Leander Website.



Retailer Matching

We continue to identify regional and national retailers whose essential location factors match the identified sites and our findings from the Retail Trade Area determination, demographic and psychographic profiles, and Retail Gap/Opportunity Analysis.

- We review a preliminary target list with Leander staff and work together to prepare a final target list of 30 unique retailers that are a good fit for the community.

Retailer Outreach

We use the market insight gathered to establish the strongest position for successful retail recruitment. The first and most critical step in reaching out to targeted retailers is providing the information corporate real estate directors and site selectors need to make initial decisions about locating in Leander. The Retail Coach will reach out to each identified retailer once a quarter.

We produce a comprehensive Retail Feasibility Package that is placed on The Retail Coach's online community portal at www.theretailcoach.net. Leander will have a custom landing page and visual, user-friendly presentation of the content.

- The content of the Retail Feasibility Package includes:
  - Community Overview
  - Location Map
  - Retail Trade Area Map
  - Retail Trade Area Demographic Profile Summary
  - Existing Community Retailers
  - Retail Gap/Opportunity Analysis Summary Table
  - Retail Trade Area Psychographic Profile
  - Retail Trade Area Demographic Profile
  - Community Demographic Profile
  - Area Traffic Generators
  - Web link to Retail Site Profiles
  - Leander Logo and Contact Information

The content of the Retail Feasibility Package will be used to develop an engaging email campaign. The customized email will include a link to the community portal at www.theretailcoach.net. The link may also be placed on Leander's city and economic development websites.

- **We send the Retail Feasibility Package email to targeted retailers once per quarter.** Emails will be sent to determine the level of interest each retailer has in Leander.
- We provide a Retailer Status Report that includes each retailer's complete contact information and any comments resulting from our outreach activities.

PHASE 3: Developer Strategies

METHODOLOGY

Developer Identification

The Retail Coach will continue to identify retail developers active in Texas and the region in order to present Leander's development opportunities to them for consideration.

- We will create a Developer's Marketing Package on the 5 sites identified. The package will focus on developer site selection criterion including, but not limited to, the following:
    - Community Dynamics in the Area Surrounding the Properties
    - Retail Trade Area
    - Demographic Trends
    - Aerial Photographs
    - Previous Site-Specific Studies, if Any
    - Traffic Counts
    - Site-Line Visibility From Major and Secondary Traffic Arteries
    - Ingress/Egress for Primary and Secondary Traffic Arteries
    - Median Cuts
    - Traffic Signal Existence or Possibilities
    - Site Characteristics and Topography
    - Appropriate Zoning
    - Area Retail
    - Residential Clustering and Support
    - Proximity To "Anchor" Retailers
    - Workplace Population
    - Potential Retail Tenants

Developer Outreach

- The content of the Developer's Marketing Package will be used to create an engaging email campaign. The customized email will include a link to Leander's landing page on the community portal at www.theretailcoach.net.
- **We send the Developer's Marketing Package email to targeted developers once per quarter.**
- We provide a Developer Status Report that includes each developer's complete contact information and any comments resulting from our outreach activities.

PROJECT TIMELINE & PRICING

We are available to begin this project immediately following receipt of the fully executed agreement. A project timeline will be submitted to staff at the Kick-Off Meeting, indicating trip details and delivery dates. We will make one trip to Leander during the project.

Project Fees:

The total fee for completion of this work is $20,000, payable in two installments:
1. $10,000 upon execution of the agreement
2. $10,000 upon delivery of the updated work.

Project fees are payable within 30 days after receipt of the invoice.

Should Leander request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed in advance of commencing any additional work.

Reimbursable Project Expenses:

It is estimated that reimbursable expenses will be approximately **$1,000**.
Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

Leander Responsibilities:

Leander will designate a project liaison who will serve as The Retail Coach's primary contact during the project.

Leander will provide information relevant to the project such as prior retail studies, current traffic count data, surveys, maps, aerials, infrastructure plans and any other plans that may influence the development of the retail strategy.

Leander will provide city or organization logo and contact information as it should appear on all produced reports and materials to The Retail Coach upon execution of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the ____ day of _____, _____.

The Retail Coach, L.L.C.

By: _____

C. Kelly Cofer, President/CEO

City of Leander, Texas

By: _____

AGENDA ITEM # 12

Executive Summary

August 15, 2013

Subject: Special Permit Approval for the Bluegrass Festival

Background: The 8th Annual Leander Bluegrass Festival is scheduled for September 27th and 28th at the Bledsoe Park Amphitheater. Three bands will play Friday evening beginning at 7 pm and four bands will play on Saturday beginning at 6 pm.

A special permit is respectfully requested to allow Bledsoe Park to remain open for an additional hour on Friday and Saturday night. Section 1.426 of the Park Rules & Regulations Ordinance states that parks are open to the public from 6:00 am.to10 pm daily and park curfew hours are established from 10:01 pm. until 5:59 pm

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of a Special Permit to allow Bledsoe Park to remain open until 11 pm on September 27th and 28th, 2013 for the Bluegrass Festival.

Attachments: Special Permit Application

Prepared by: Stephen Bosak, Parks & Recreation Director

Special Event Permit Application

Applicant/Organization Name: Leander Parks & Recreation Department

Name & Contact Information of Responsible Individual:
Stephen Bosak, Director
Leander Parks & Recreation Department (PARD)
P.O. Box 319 – Leander, TX 78646
Phone: 512.528.9909

Description of Event: Leander PARD will host the 8th Annual Bluegrass Festival in Bledsoe Park Amphitheater September 27-28, 2013. Three bands are scheduled from 7 to 10:30 pm on Friday and four are scheduled from 6 to 10:30 pm on Saturday. The event is free to the public. Food and drink concessions will be sold.

A Special Permit is requested to extend park hours from 10 pm to 11 pm on Friday and Saturday night.

City Services Needed:

Utilities & Services Needed:	Electricity, Restrooms & Water
Sanitation/Litter Pick Up:	By PARD
Security:	By Leander Police Department
Traffic Control:	By PARD

Will alcohol be served or sold? No

Will the proposed activity interfere or detract from the general public use of the area? The event will be open to the public and there are no other scheduled park activities during the event.

Will the proposed activity adversely impact the City or nearby property owners? No.

Will the activity cause/create health or safety risks or damage to other property? No.

Will the event require local or state permits, or violate any federal, state or municipal laws? No

What measures will be taken to prevent/minimize adverse impacts or affects? Leander Police and PARD will provide security and traffic control.

Proof of Insurance: The City of Leander is insured through the Texas Municipal League.

Stephen Bosak
Parks & Recreation Director

August 15, 2013
Date

AGENDA ITEM # 13

Executive Summary

August 15, 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

8/6/2013

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.

(g) The City agrees to timely review and process the applications made, and the plans and specifications submitted, by Developer with respect to the Subdivision.

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.

_____
(SEAL) Notary Public, State of Texas

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 _____ §

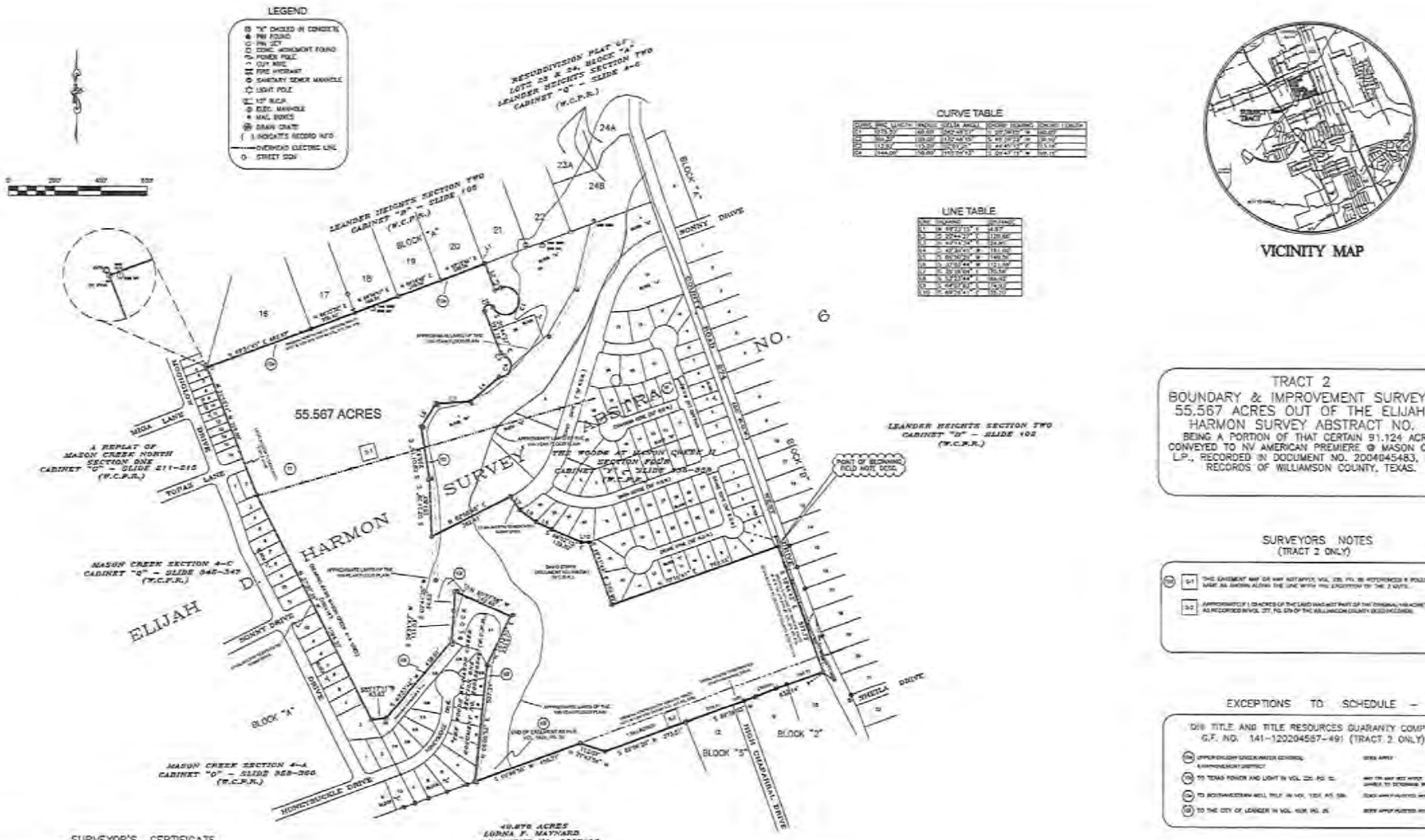
This instrument was acknowledged before me on this ____ day of _____, 2013, by _____, _____ of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation.

_____
(SEAL) Notary Public, State of Texas

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)



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) 9-1 THIS EASEMENT MAY OR MAY NOT AFFECT, VOL. 235, PG. 99 REFERENCED X POLES & 3 GUYS MARE AS SHOWN ALONG THE LINE WITH THE EXCEPTION TO THE 3 GUYS.

9-2 APPROXIMATELY 1.1 ACRES OF THE LAND WAS NOT PART OF THE ORIGINAL 91.124 ACRE TRACT AS RECORDED IN VOL. 277, PG. 579 OF THE WILLIAMSON COUNTY DEED RECORDS.

EXCEPTIONS TO SCHEDULE - B

TITLE AND TITLE RESOURCES GUARANTY COMPANY G.F. NO. 141-120204567-491 (TRACT 2 ONLY)

(10a) UPPER COLORADO RIVER AUTHORITY (CONTROL & IMPROVEMENT DISTRICT) — DOES APPLY

(10b) TO TEXAS POWER AND LIGHT IN VOL. 224, PG. 12, — AND TO ANY AND ALL RIGHTS GRANTED TO EXTERNAL BOARD OF OWNERS

(10c) TO SOUTHWESTERN BELL TELE. IN VOL. 1301, PG. 599 — DOES APPLY AS PLOTTED HEREON

(10d) TO THE CITY OF LEANDER IN VOL. 1636, PG. 25 — DOES APPLY AS PLOTTED HEREON

SURVEYOR'S CERTIFICATE

TO: CONTINENTAL HOMES OF TEXAS, L.P., NV AMERICAN PREMIERE AT MASON CREEK, L.P., AMERICAN TITLE OF CENTRAL TEXAS

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY IS AN UPDATE OF THE ORIGINAL SURVEY PLAT DATED NOVEMBER 22, 1996, DATED FROM AN ON THE GROUND SURVEY PERFORMED UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON IS AN ACCURATE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND DURING THE ORIGINAL SURVEY AND REVISIONS FOR ANY CHANGES OF CONDITIONS DURING THE FIELD WORK PHASE OF THE SURVEY UPDATE. THIS SURVEY DOES NOT IDENTIFY ANY SUBSURFACE RIGHTS SUCH AS CONSTRUCTION, EASEMENTS, EQUITABLES, ETC. UNLESS THEY COULD BE VISIBLY OBSERVED FROM THE SURFACE DURING THE ON THE GROUND SURVEY OR LISTED IN THE ABOVE REFERENCED TITLE COMMITMENT. NO MINERAL RIGHTS ARE SHOWN OR INVESTIGATED FOR THIS SURVEY.

1-30-13
DATE

FLOOD PLAIN NOTE

THE UNDERSIGNED DOES FURTHER CERTIFY THAT ALL AND/OR 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. 48491C0415E, DATED SEPTEMBER 26, 2008.

BEARING BASIS

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS PROVIDED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA) GPS NETWORK 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 DISTANCES SHOWN ARE GRID AND ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Rividient Lane
Round Rock, Texas 78664-3279
PH. 512-837-2446 FAX 512-837-9453

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

SHEET NUMBER
1 OF 1

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

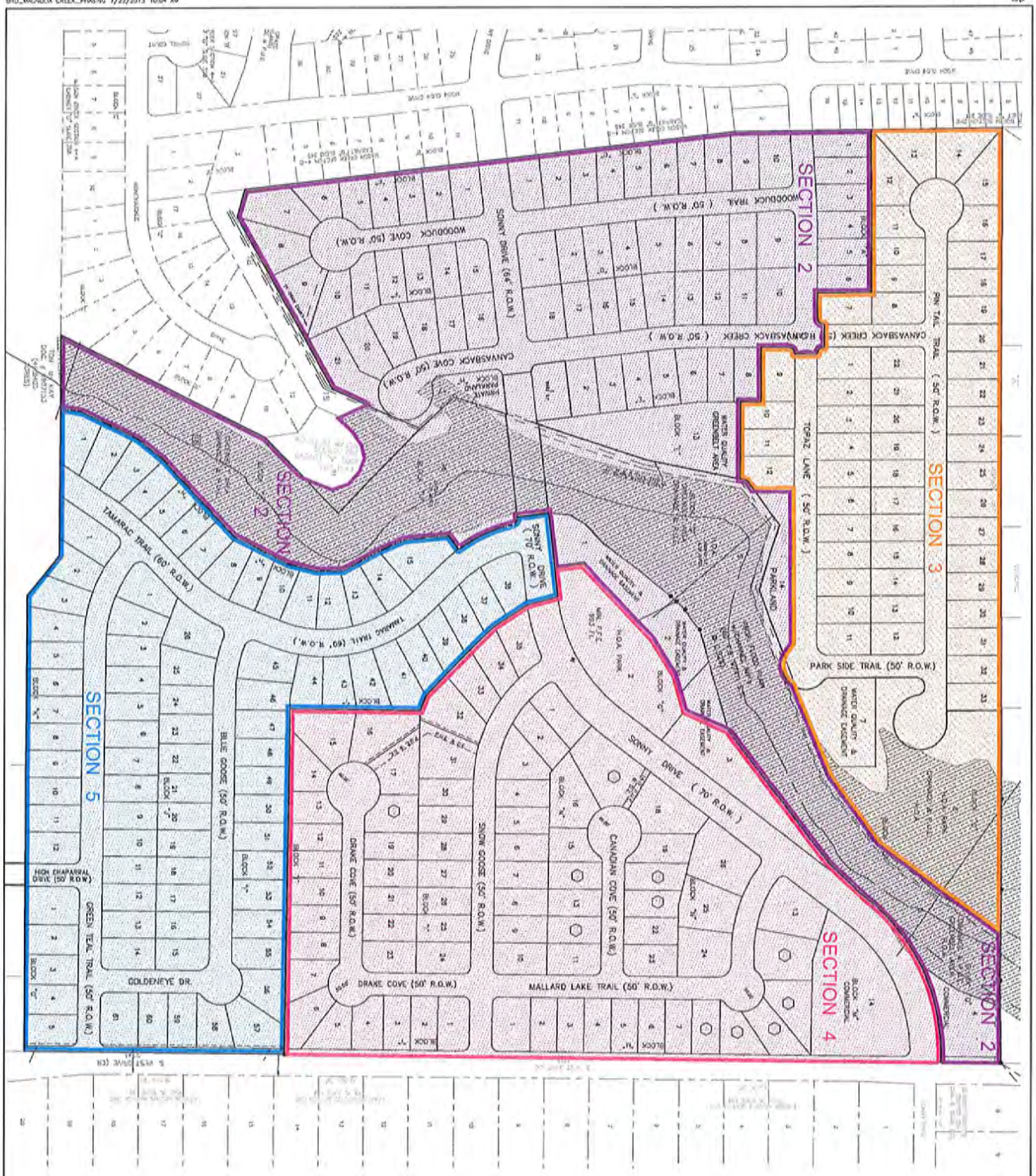
HAYNIE CONSULTING, INC.
ENGINEERS - SURVEYORS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

EXHIBIT B

Modified Phasing Plan

BYD_MAGNOLIA CREEK_PHASING 7/22/2013 10:04 AM

PLEASE RECYCLE



SHEET	MAGNOLIA CREEK SECTIONS 2-6 LEANDER, WILLIAMSON COUNTY, TEXAS 78641 PHASING PLAN EXHIBIT	512.669.5560 WWW.BIGREDDOG.COM BIG RED DOG ENGINEERING | CONSULTING 1021 E. 7TH ST., #100 (OFFICE) · 815-A BRAZOS ST. #318 (MAIL) AUSTIN, TEXAS 78702 · TEXAS REG. NO. F-11201	NO.	DATE	REVISION	BY
1 OF 3						

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.

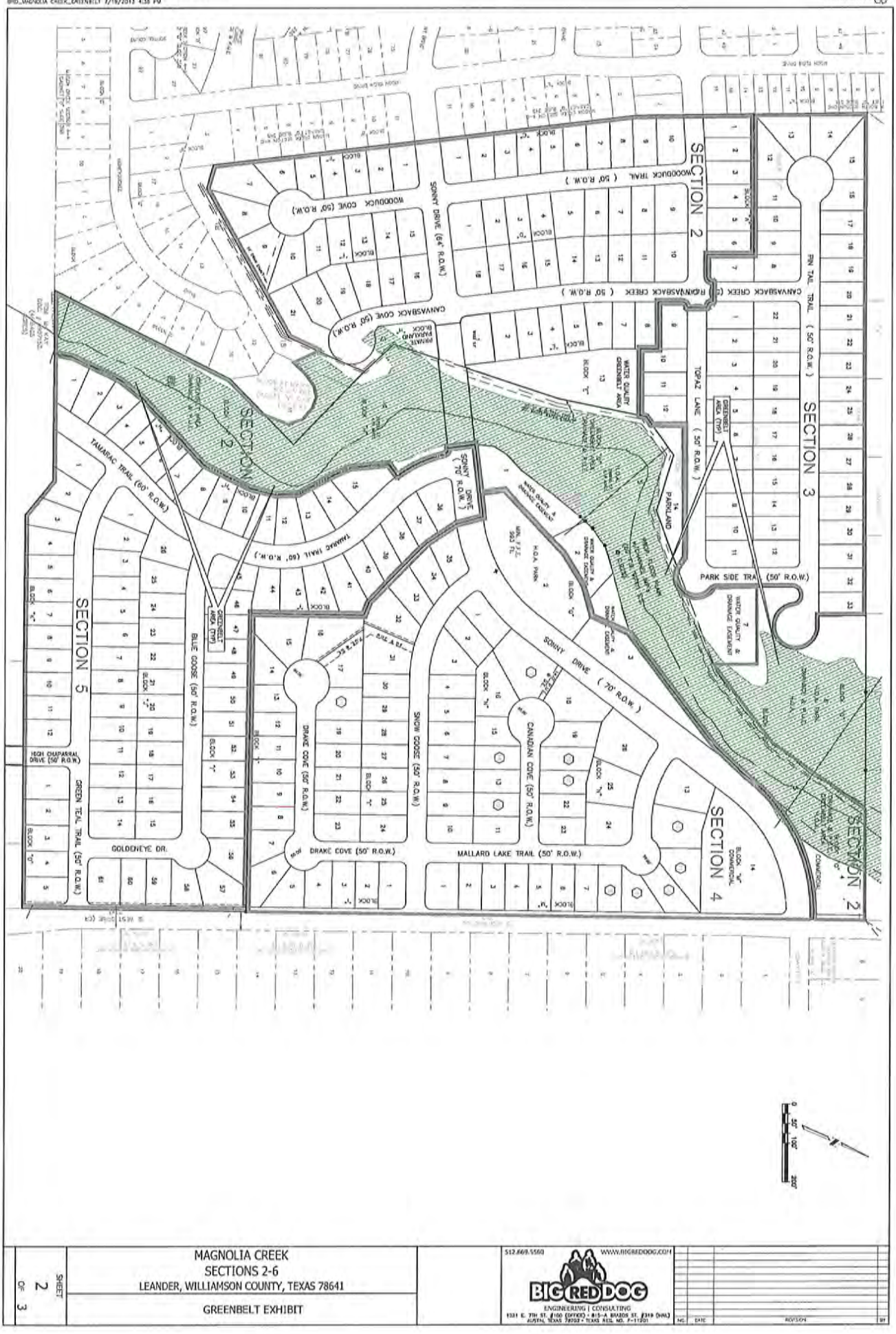
_____
Notary Public - State of Texas

EXHIBIT E

Greenbelt Lots

PLEASE RECYCLE

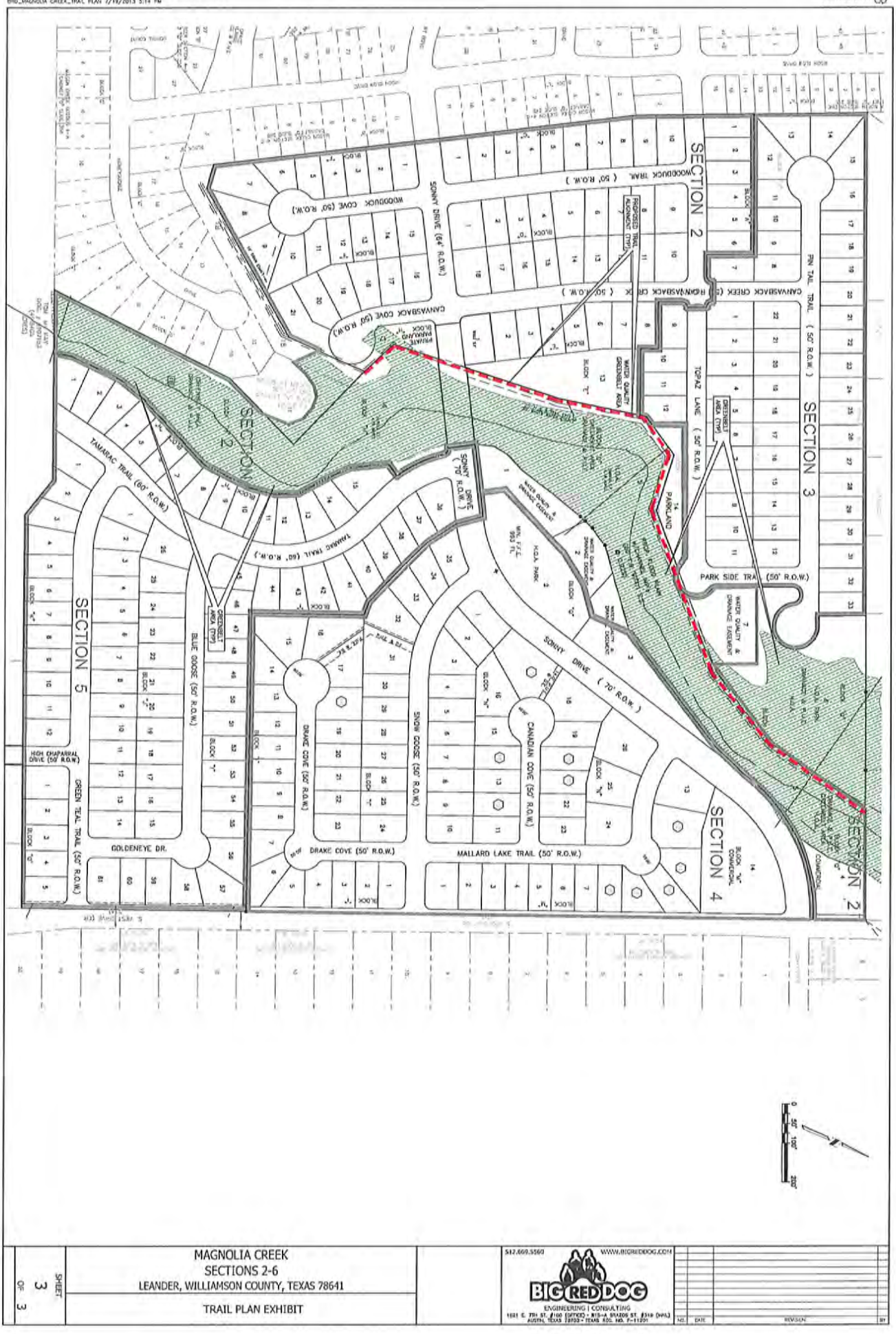
BRD_MAGNOLIA CREEK_GREENBELT 7/19/2013 4:38 PM



SHEET 2 OF 3	MAGNOLIA CREEK SECTIONS 2-6 LEANDER, WILLIAMSON COUNTY, TEXAS 78641 GREENBELT EXHIBIT	512.869.5560 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-11701	NO. DATE REVISION BY

EXHIBIT F

General Illustration of Trail System



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 1601 E. 7TH ST. #100 (OFFICE) • 815-A BRAZOS ST. #310 (MAIL) AUSTIN, TEXAS 78702 • TEXAS REG. NO. P-11201	NO. DATE REVISION BY

AGENDA ITEM # 14

Executive Summary

August 15, 2013

Agenda Subject: Presentation and Discussion on Proposed FY 2013-14 Annual Budget

Background: The City Manager will present an overview of the proposed FY 2013-14 Annual Budget.

Origination: Robert G. Powers, Finance Director

Attachments:

Recommendation:

Prepared by: Robert G. Powers, Finance Director

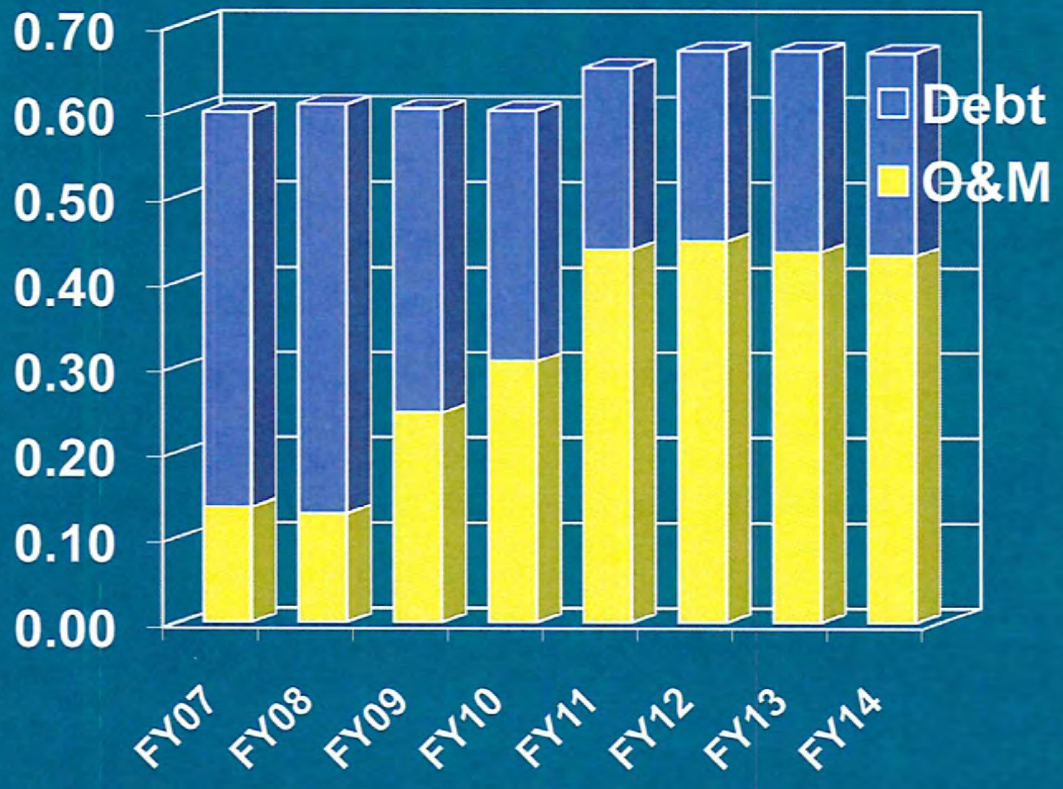
CITY OF LEANDER
FY 2013-14
PROPOSED BUDGET

AUGUST 15, 2013

Proposed Tax Rate

- Operations & Maintenance
  43.142 cents
- Interest & Sinking
  23.650 cents

☑ Total 66.792 cents



"Truth-in-Taxation"

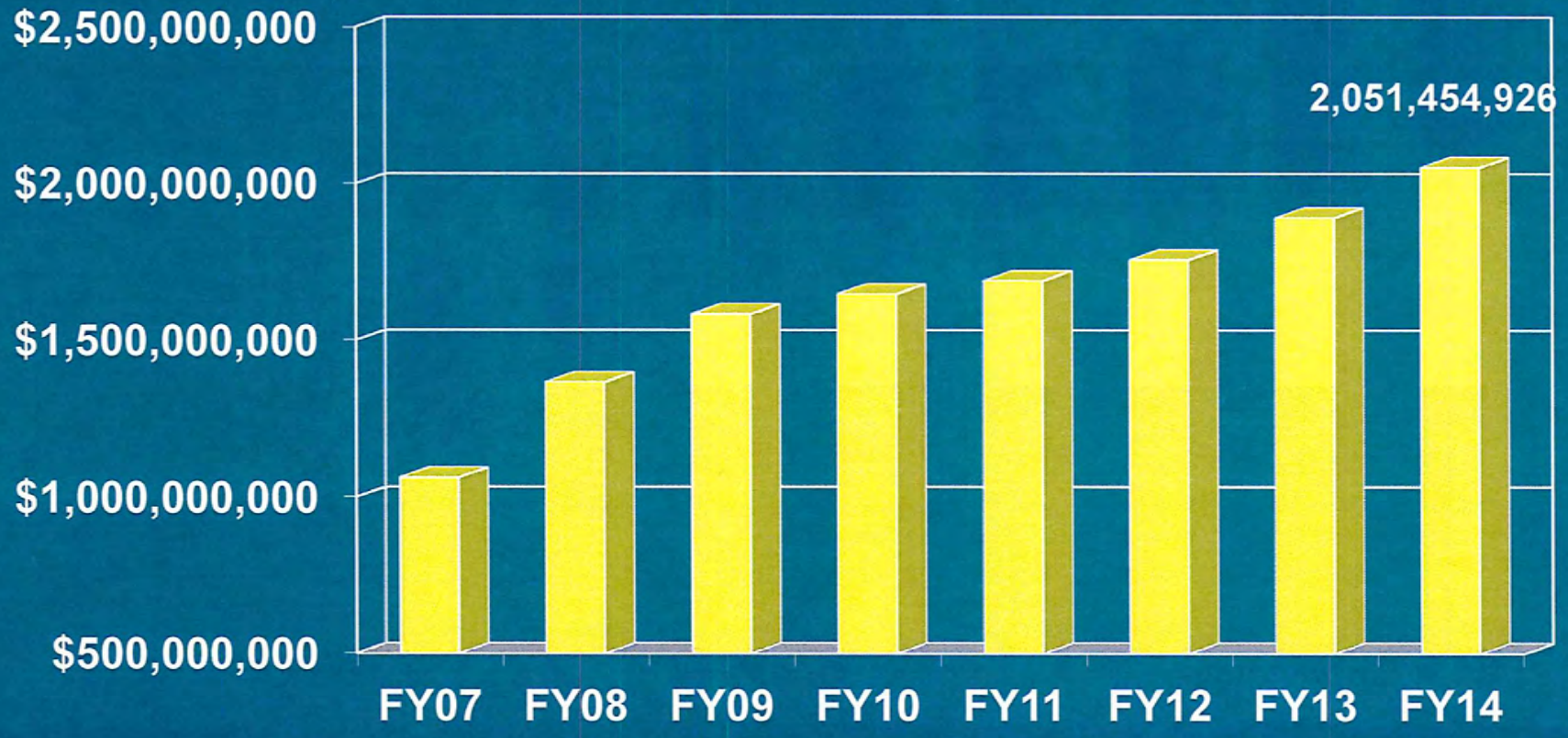
• Current Tax Rate – FY13	☐	67.042 cents
• Proposed Rate – FY14	☑	66.792 cents
• Effective Tax Rate	☐	66.3597 cents
• Rollback Rate	☐	70.0067 cents

Property Tax Rates vs Revenue

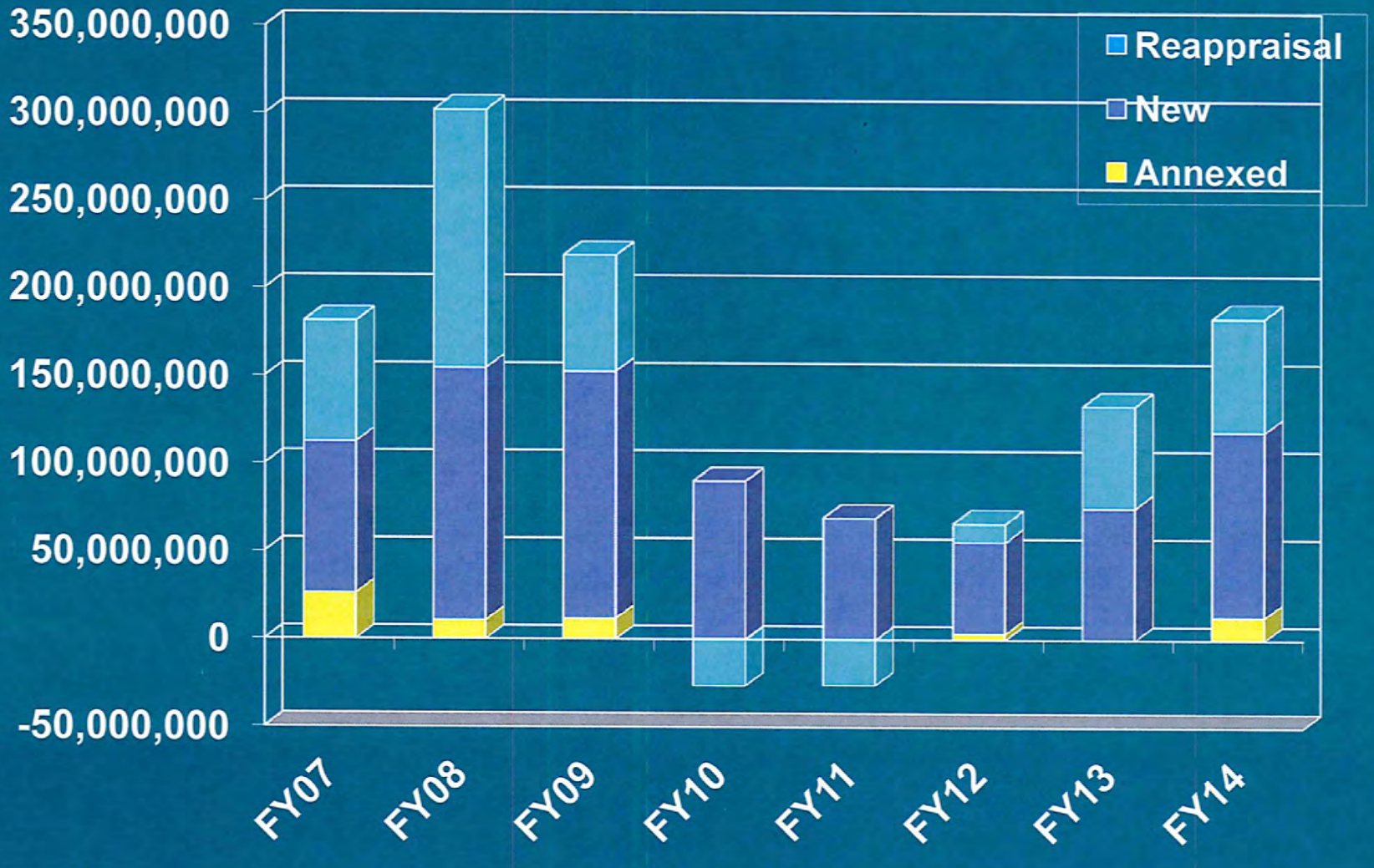
- 1¢ equals approximately $205,000 in property tax revenue.

- 1% growth in the tax base equals approx. $137,000 in new tax revenue.

Tax Base Growth



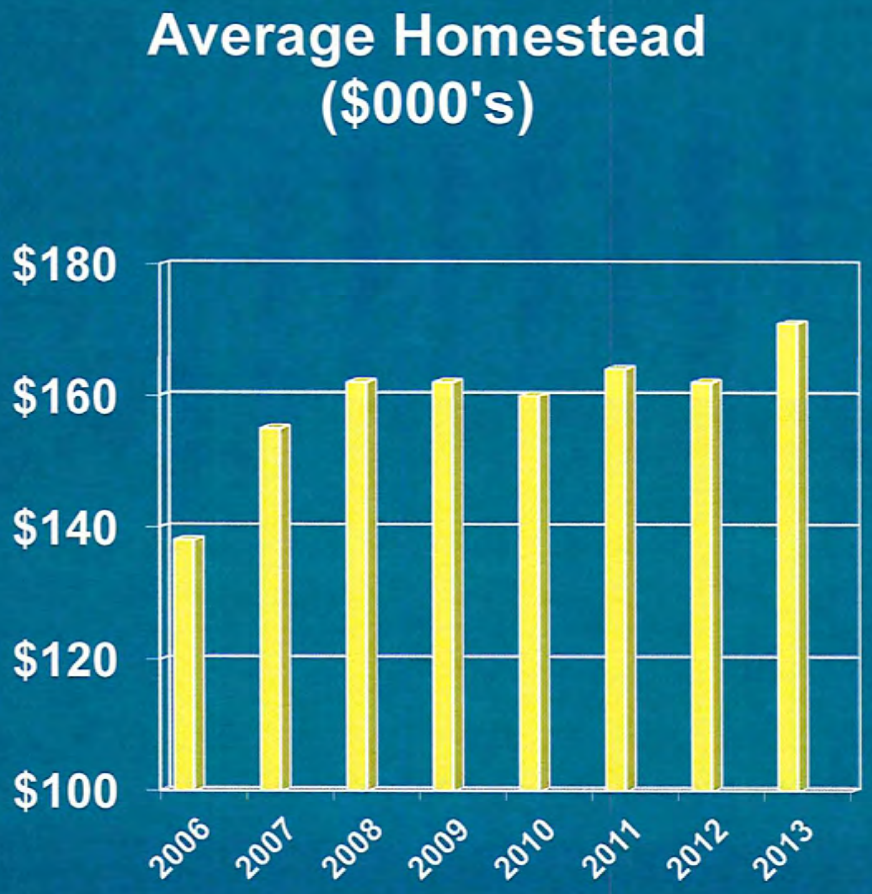
Tax Base Growth (cont'd)



Average Homestead

- In 2006, the average taxable value of a home in Leander was $137,528
- Last year, $161,872
- This year, $171,395

✓ 5.9% increase in average value



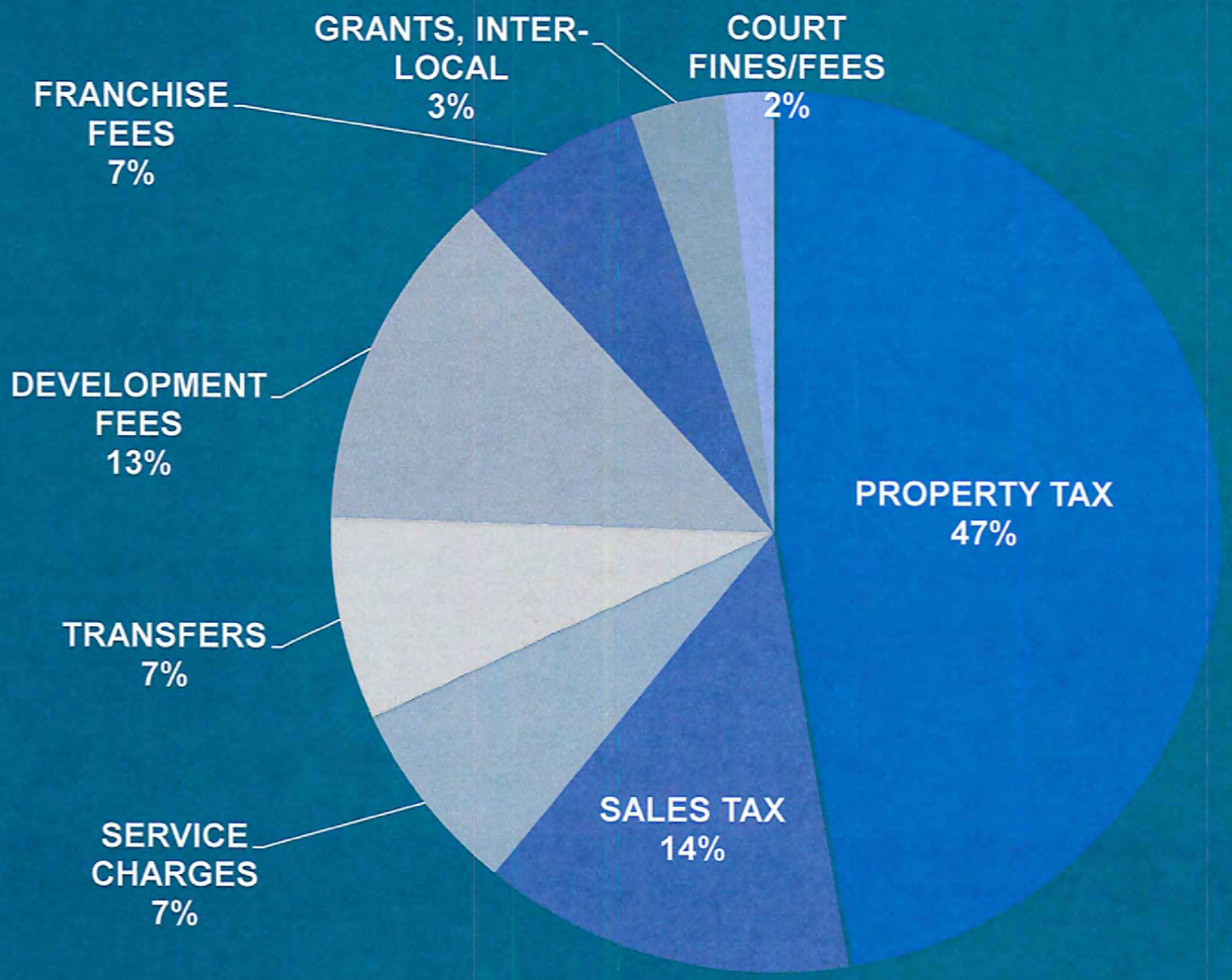
Average City Tax Bill

- This Year (FY13)
  $1,085
- Next Year (FY14)
  $1,137
- Increase $52

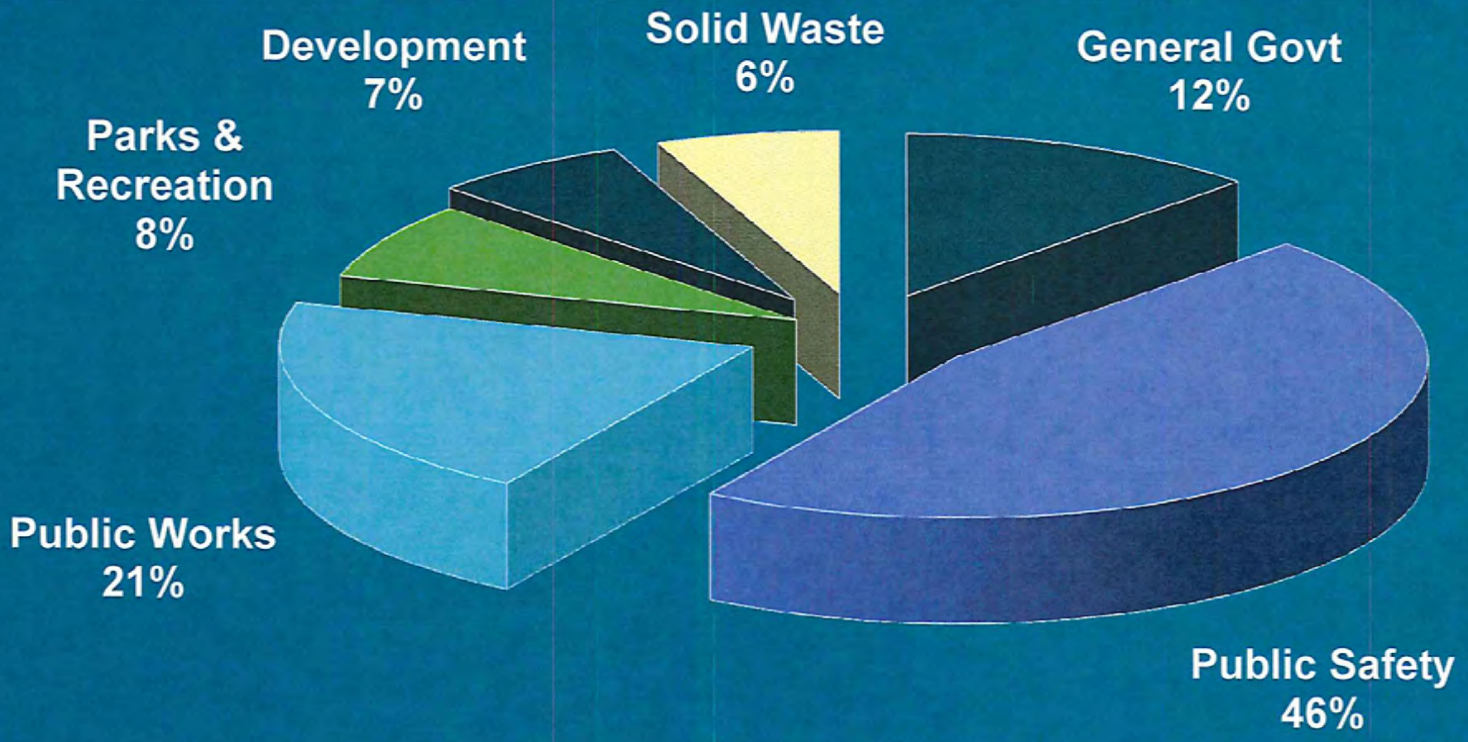
EXISTING OVERLAPPING TAX RATES BY JURISDICTION

Williamson County residents		Travis County residents	
• Leander ISD	1.511870	• Leander ISD	1.511870
• City of Leander	0.670420	• City of Leander	0.670420
• Williamson County (& Road/Bridge)	0.489029	• Travis County	0.500100
• ACC	0.095100	• ACC	0.095100
• Upper Brushy Creek WCID 1A	0.02000	• Travis County Healthcare District	0.078946
❖ All Taxing Entities	$2.786419	❖ Total	$2.856436
✓ City of Leander %	24.1%	✓ City of Leander %	23.5%

General Fund Revenue Sources



General Fund Expenditures by Major Category



General Fund
Changes Between FY13 & FY14

FY13 Adopted

- Revenues: $16.3m
- Operating Expenditures: $16.3m

FY14 Proposed

- Revenues: $18.4m
  - ❖ Net Change $ 2.1m
  - ❖ % Change 13%
- Operating Expenditures: $18.3m
  - ❖ Net Change: $ 2.0m
  - ❖ % Change 12%

General Fund Changes (cont'd)

FY13 Adopted

- Transfers Out:

Park CIP	$100k
Total	$100k

FY14 Proposed

- Transfers:

Park CIP	$200k
Bagdad N.	$100k
Old 2243	$715k
ECF/183	$730k
Vehicle Fund	$350k
Station #2	$148k
Total	$2.2m

General Fund Revenue Increases

• Property Taxes	$635,000
• Sales Taxes	$312,500
• Building Permits	$720,000
• SAFER Grant	$205,000
• Construction Insp.	$200,000
• Solid Waste Collection	$ 50,000

General Fund Expenditure Increases

• Market Adjustments	+$265,000
• Merit Plan	+$115,000
New Positions (7)	
• Police Traffic Unit (2)	+$270,000*
• Assistant Fire Chief	+$167,000*
• Construction Inspector	+$ 97,500*
• Engineering Admin	+$ 54,500
• Code Enf. Officer	+$ 85,000*

• * includes vehicles

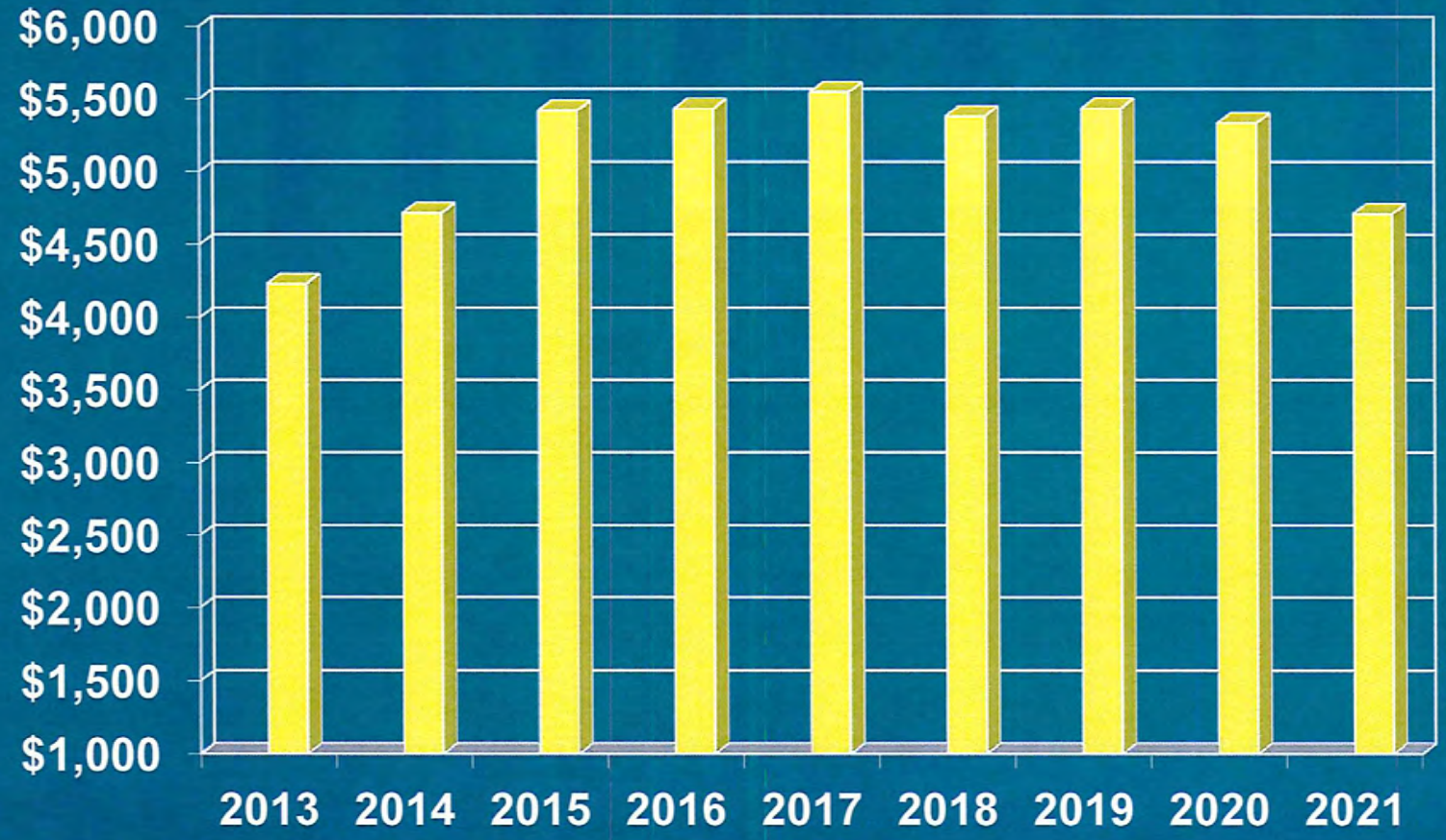
General Fund Expenditure Increases (cont'd)

- Human Resources +$ 53,500
- Crystal Falls Overlay +$250,000
- Additional Contract Mowing +$ 60,000
- Council Chambers A / V +$ 20,000
- Library Maintenance +$ 21,000
- Smart Code Update +$ 20,000
- T.O.D. Marketing +$ 50,000
- Increase Liberty Fest +$ 10,000

Debt Service

FY 2013-14

Property Tax Debt Service ($000's)



Capital Projects

- Bagdad North Final Design

Expected Start	November 2013
Expected Completion	April 2014
	$100k

- East Crystal Falls Pkwy (2B)

Expected Start	October 2013
Expected Completion	April 2014
Construction Est.	$1.8m

Capital Projects

- CR 179

  Expected Completion — September 2013

  Budget — $3.9m

- County Glen / Hernandos Loop

  Expected Completion — September 2013

  Budget — $1.9m

Capital Projects

- US 183 / 183A intersection (CTRMA)
  Expected Start: ??? 2013
  Expected Completion ???

- Old 2243 Engineering
  Expected Completion September 2014
  Project Budget $915k

Capital Projects

- Benbrook Ranch Park Ballfields

Expected Start Phase 1	2014
Expected Completion	t.b.d.
Project Budget	$670k

Capital Projects

- Lakeline Boulevard extension

Expected Completion Ph 1	May 2014
Expected Start Phase 2	November 2013
Expected Completion	August 2014
Project Budget	$6.2m

Utility Fund

FY 2013-14 Proposed

Utility Fund
Changes Between FY13 & FY14

FY13 Adopted

- Revenues: $15.8m
- Expenditures: $17.9m

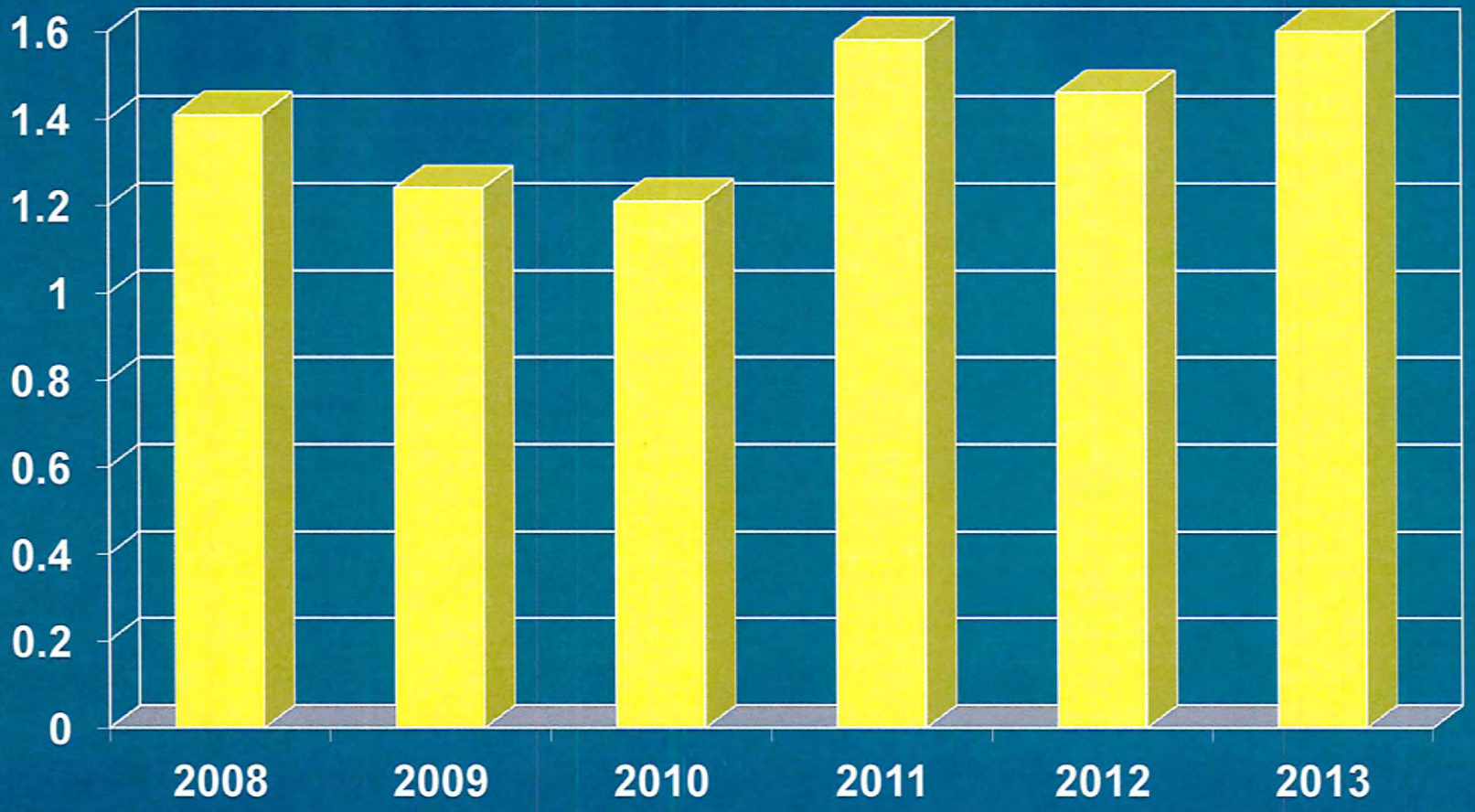
FY14 Proposed

- Revenues: $17.2m
  - ❖ Net Change $ 1.4m
  - ❖ % Change 9%
- Expenditures: $20.2m
  - ❖ Net Change: $ 2.3m
  - ❖ % Change 13%

Utility Fund
Revenue Increases

- Sewer Charges $ 300,000
- Water Charges $1,060,000
- TIRZ Hero Way waterline $ 59,000

Annual Water Demand (billions)



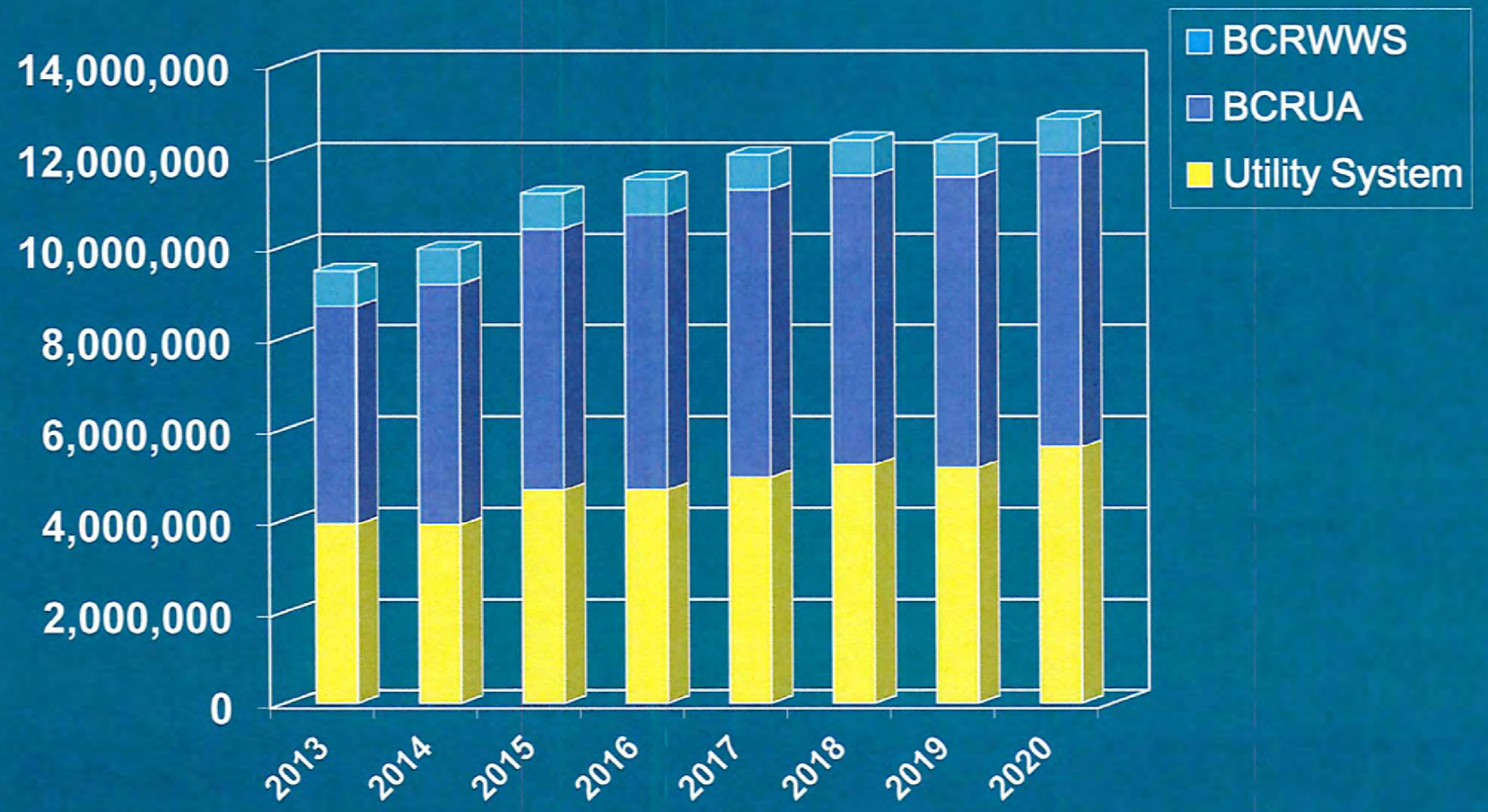
Utility Fund
Expenditure Increases

• Raw Water Contingency	+$1,550,000
• BCRUA Debt	+$ 486,900
• Hero Way waterline	+$ 706,000
• Raw Water Purchases	+$ 265,000
• Field Technician / inc.veh.	+$ 51,000*
• Market Adjustments	+$ 19,925
• Merit Plan	+$ 15,100
• Water Rate Study	+$ 20,000

Utility Fund
Expenditure Decreases

- Non-BCRUA Debt ($510,000)
- Sandy Creek O&M ($ 80,000)

Utility Fund Debt Service



Utility Fund Capital Projects

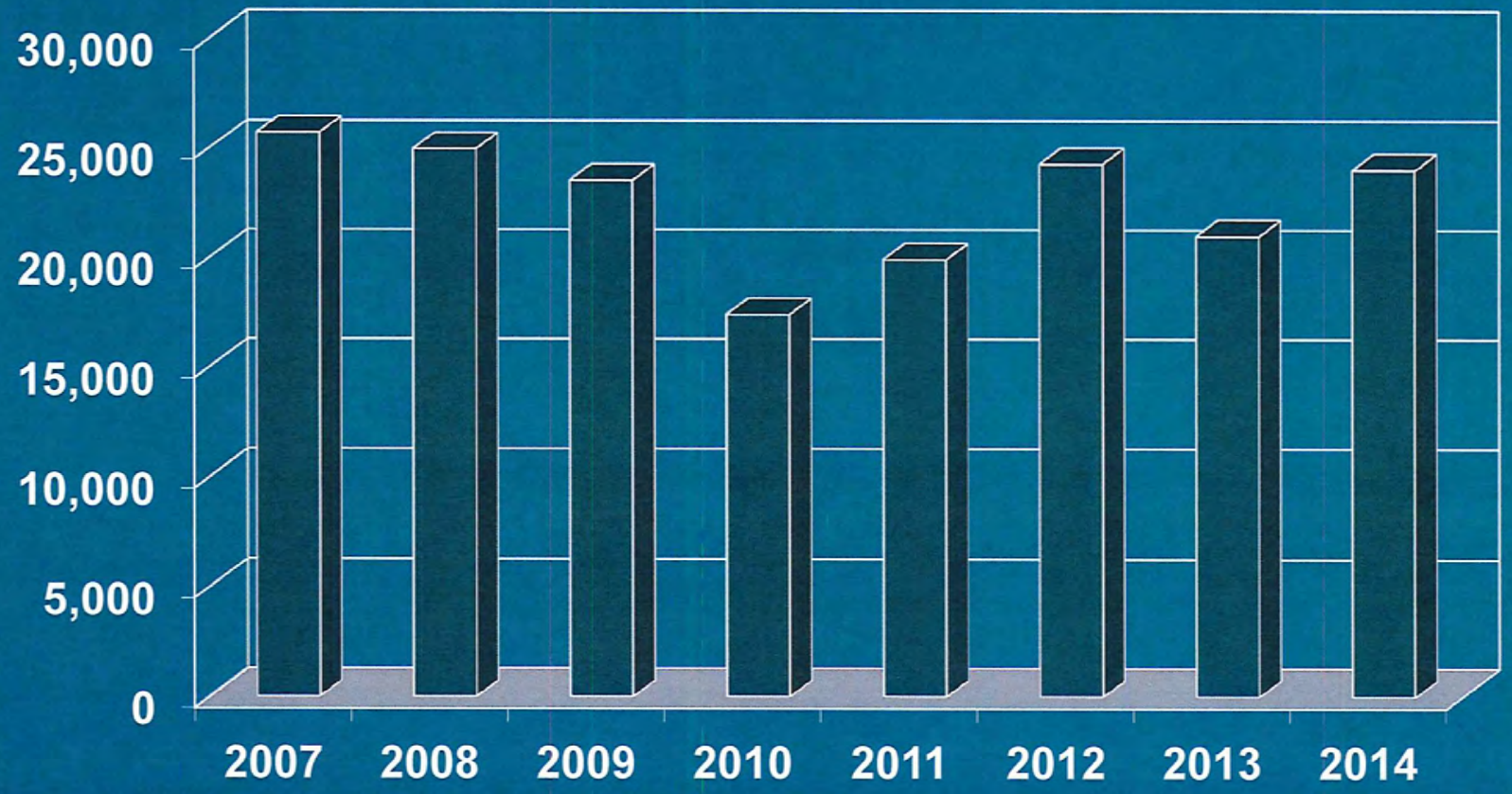
FY 14

- Complete Crystal Falls EST $3.3m
- Construct Hero Way waterline $706k

Crystal Falls Golf Club

FY 2013-14 Proposed

Annual Golf Rounds



Unfunded List
Recurring Items

GENERAL FUND

- Senior Accountant $69,600
- HH Hazardous Waste Collection $35,000
- Patrol Officers (2) $201,100*
- Police Investigators (2) $224,350*
- Animal Control Supervisor $111,600*

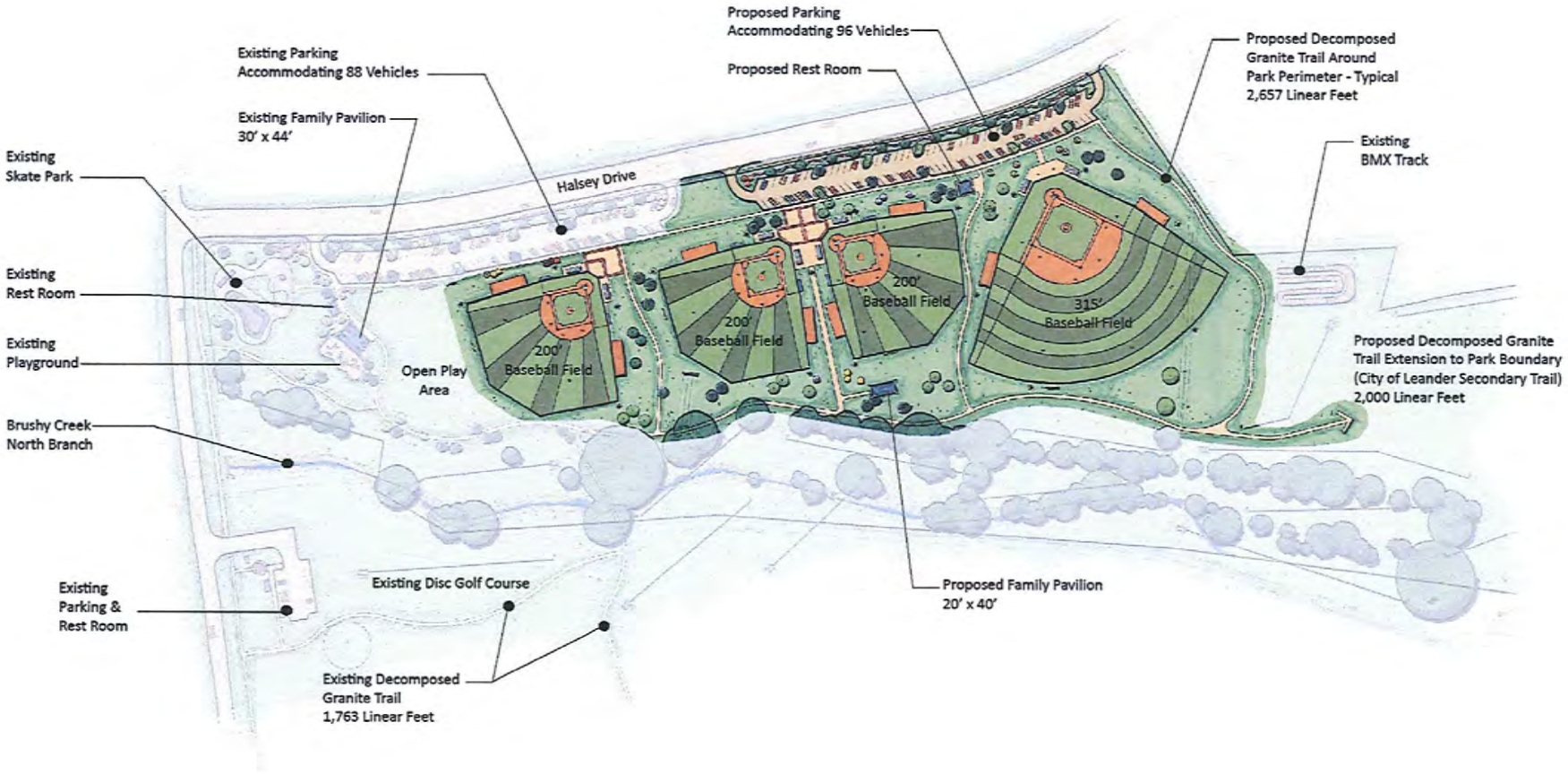
* Includes vehicles

Unfunded List
Non-Recurring Items

- E. Crystal Falls Lighting $750,000
- E. Crystal Falls Landscaping $500,000

Unfunded List
Non-Recurring Items

- Benbrook Ranch Park
  Ballfields Phase 2 $1,400,000



BENBROOK RANCH PARK - Phase 2 Master Plan

City of Leander

August 13, 2012

0 80 160

LUCK DESIGN TEAM

Budget Expenditure Summary

	FY 13	FY 14
• General Fund	$16.3m	$20.5m
• Capital Projects	$13.5m	$ 3.4m
• Debt Service	$ 4.2m	$ 4.7m
• Special Revenue	$ 0.6m	$ 0.4m
• Vehicle/Equip Reserve	$ 0.2m	$ 0.8m
• Golf	$ 1.3m	$ 1.4m
• Utility Fund	$17.9m	$20.2m
• Utility Capital Projects	$ 4.1m	$ 1.6m
• Utility Debt Service	$ 3.3m	$ 3.3m
❖ ***All Funds Combined***	**$61.4m**	**$56.3m**

Remaining Schedule

- Thursday, August 29rd at 6:00pm
  - Public Hearing on Proposed Tax Rate
- Thursday, September 5th at 7:00pm
  - Public Hearing on Proposed Budget
  - Vote on Proposed Budget
  - First Vote on Proposed Tax Rate

Questions?

AGENDA ITEM # 15

Executive Summary

August 15, 2013

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

Background: This is the first of two required public hearings on the tax rate. The next hearing will be on August 29, 2013. 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 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 which for FY 2013-14, the proposed rate is 66.792 cents per $100 which is the 0.25 cents below the current rate.

As background, 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:

	ETR Calculation	Current Rate	Proposed Rate
Effective Tax Rate:	$0.663597 per $100	$0.67042	$0.66792
Effective Operating Tax Rate:	$0.429229 per $100	$0.43592	$0.43142
Effective Maximum Operating Tax Rate:	$0.463567 per $100		
Debt Rate	$0.236500 per $100	$0.23450	$0.23650
Rollback Rate	$0.700067 per $100		

Origination: Robert G. Powers, Finance Director

Attachments: Effective & Rollback Rate Calculations; Public Notice

Recommendation: At the conclusion of the public hearing, the Mayor is required to announce the date, time, and location of the vote on the tax rate. The vote on the tax rate will occur on Thursday, September 5, 2013 at 7:00 p.m. at the Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas.

Prepared by: Robert G. Powers, Finance Director

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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.	
	Save Delete Clear Submit	

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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.*

Save Delete Clear Submit

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

Notice of Public Hearing on Tax Increase

The City of Leander will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 0.651450 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 15, 2013 at 7:00 PM at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, TX 78641 .

The second public hearing will be held on August 29, 2013 at 6:00 PM at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, TX 78641.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR:	Christopher Fielder, Mayor; Jason Dishongh, Mayor Pro Tem; Andrea Navarrette, Place 1; Kirsten Lynch, Place 2; Simon Garcia, Place 3; Michell Cantwell, Place 4; David Siebold, Place 6
AGAINST:	None
PRESENT and not voting:	None
ABSENT:	None

The average taxable value of a residence homestead in City of Leander last year was $161,872. Based on last year's tax rate of $0.670420 per $100 of taxable value, the amount of taxes imposed last year on the average home was $1,085.22.

The average taxable value of a residence homestead in City of Leander this year is $171,395. If the governing body adopts the effective tax rate for this year of $0.663597 per $100 of taxable value, the amount of taxes imposed this year on the average home would be $1,137.37.

If the governing body adopts the proposed tax rate of $0.667920 per $100 of taxable value, the amount of taxes imposed this year on the average home would be $1,144.78.

Members of the public are encouraged to attend the hearings and express their views.

* "Appraised value" is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.
** "New property" is defined by Section 26.012(17), Tax Code.
*** "Taxable value" is defined by Section 1.04(10), Tax Code.

AGENDA ITEM # 18

Executive Summary

August 15, 2013

Agenda Subject: Consider an Ordinance authorizing the City Attorney and other appropriate staff to take such actions as are necessary to exercise the City's power of eminent domain for the acquisition of two tracts of land required for right-of-way and one tract of land required as a drainage easement related to the U.S. Highway 183 and 183A Toll Road intersection improvement project

Background: This item will be discussed in executive session.

Recommendation: N/A

Attachments: Ordinance

Prepared by: Debbie Haile, TRMC
City Secretary

ORDINANCE NO. _____

AN ORDINANCE MAKING FINDINGS OF FACT; AUTHORIZING AND DIRECTING THE ACQUISITION OF TWO TRACTS OF LAND REQUIRED FOR RIGHTS-OF-WAY AND ONE TRACT OF LAND REQUIRED AS A DRAINAGE EASMENT; FINDING THE THREE TRACTS OF LAND ARE REQUIRED AND NECESSARY FOR THE CONSTRUCTION OF THE U.S. HIGHWAY 183 AND 183A TOLL ROAD INTERSECTION IMPROVEMENT PROJECT; FINDING THE ACQUISITION OF THE THREE TRACTS LOCATED ALONG AND AT THE INTERSECTIONS OF U.S. HIGHWAY 183, 183A TOLL ROAD AND COUNTY ROAD 276 ARE NECESSARY FOR A PUBLIC PURPOSE AND THE PUBLIC SAFETY, HEALTH AND WELFARE; CONFIRMING AND RATIFYING PRIOR AUTHORIZATIONS, ACTIONS, AND GOOD FAITH NEGOTIATIONS WITH THE OWNER OF THE THREE TRACTS OF LAND PURSUANT TO FEDERAL REGULATIONS AND THE TEXAS PROPERTY CODE; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO EXERCISE THE CITY'S POWER OF EMINENT DOMAIN AND ACQUIRE THE THREE TRACTS OF LAND IN A CONDEMNATION ACTION AND TO TAKE ALL OTHER NECESSARY STEPS TO OBTAIN SUCH LANDS.

Whereas, the City of Leander, Texas, a home rule municipal corporation (the "City"), finds it reasonable and necessary to acquire three tracts of land more specifically described hereinafter that are located along and abutting U.S. Highway 183, the 183A Toll Road and County Road 276 (the "Tracts") for the purposes of obtaining rights-of-way and a drainage easement required for the U.S. Highway 183 and 183A Toll Road intersection improvement (the "Project");

Whereas, the construction of the Project and acquisition of the Tracts is a public purpose, and is necessary and useful for the public health, safety and welfare;

Whereas, the purchase and acquisition of the Tracts is necessary for the Project and the Project will benefit the travelling public, visitors, and citizens of the City, and is a public convenience and necessity;

Whereas, no reasonable, feasible or prudent alternatives exist but to acquire and take the Tracts for the Project;

Whereas, it is necessary to acquire fee simple title to two of the Tracts that will be within the right-of-way of the Project, and a drainage easement on one of the Tracts, for the purpose of construction, reconstruction, operation, and maintenance of the Project;

Whereas, a portion of the Project must be located on and run through land owned by West Texas Trading Retirements, Ltd. that is located in the City's corporate limits;

Whereas, the City has attempted in good faith to negotiate with the owners and representatives of the Tracts to convey them to the City for the purpose of the Project but such efforts have been unsuccessful;

Whereas, the Project is of paramount public importance, and without the City obtaining the Tracts, the Project improvements cannot be otherwise accomplished;

Whereas, the City has advised the owner of the Tracts, and its representatives, of their entitlement to just compensation for the Tracts and has complied with the Federal requirements concerning right-of-way acquisition and relocation for highway and other federally funded projects;

Whereas, it has been necessary to set out procedures for the establishment and approval of reasonable, adequate and just compensation for the Tracts to be acquired for the Project;

Whereas, the City has obtained appraisals from a qualified independent appraiser for the Tracts that the City must acquire for the Project, and such appraiser has established the value of the Tracts necessary for the Project;

Whereas, the City Charter authorizes the City to acquire property within or without its boundaries for a municipal and public purpose in fee simple title, or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation;

Whereas, Chapter 251 of the Texas Local Government Code and other authority authorize a municipality to take fee simple title to property through condemnation proceedings, if the governing body thereof expresses the intention to do so;

Whereas, Chapter 251 of the Texas Local Government Code and other authority authorize a governing body of a municipality to exercise the right of eminent domain for a public purpose to acquire public or private property, whether located inside or outside the municipality, including the following public purposes: for construction, reconstruction, operation and maintenance of a public roadway; a s well as all necessary appurtenances thereto, if deemed necessary for public use, necessity, or convenience; and

Whereas, it is essential to the public health and safety that the City acquire the required Tracts as soon as possible and begin construction of the Project;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the immediate acquisition of the Tracts, as more specifically described in the following Section 2, is essential to the public health, safety and welfare of the citizens of the City; and that all actions required and necessary to acquire such Tracts for the Project and the related improvements, should be pursued, accomplished and completed immediately.

Section 2. Tracts To Be Acquired. The following described Tracts are necessary and essential to the health and public safety of the citizens of the City and the function, performance and operation of a portion of the City's roadway system:

(1) All that certain tract or parcel of land being 0.219 acres, more or less, out of the Williamson Mansil Survey, Abstract No. 437, Williamson County, Texas, as more particularly described by metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

(2) All that certain tract or parcel of land being 0.503 acres, more or less, out of the Williamson Mansil Survey, Abstract No. 437, Williamson County, Texas, as more particularly described by metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

(3) All that certain tract or parcel of land being 0.046 acres, more or less, out of the Williamson Mansil Survey, Abstract No. 437, Williamson County, Texas, as more particularly described by metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

Section 3. Acquisition and Negotiation Authorized. The City Manager, the City Attorney and other designated staff are hereby authorized to acquire the Tracts. The City Manager and City Attorney are hereby further authorized to continue good faith negotiations with the owner or representative of such Tracts for the acquisition of the same.

Section 4. Negotiation and Procedure. In the event that the City's good faith negotiations with the owner are not successful and the Tracts cannot be purchased by agreement, the City Manager and City Attorney are directed to continue to follow the procedures required by Ch. 21, Tex. Prop. Code, as and to the extent necessary, to acquire the tracts by exercise of eminent domain. Further, the City Manager and City Attorney are directed to initiate and complete all other actions deemed necessary and appropriate to obtain the Tracts for the Project and all improvements and appurtenances related thereto.

Section 5. Ratification of Actions. All actions heretofore taken by the City Council, the Mayor, city staff, the City Manager, and the City Attorney with respect to the acquisition of the Tracts described in Section 2 above and the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Tracts, or other necessary properties, are hereby confirmed, ratified, approved and adopted by the Council.

Section 6. Further Procedures. The City Manager and the City Attorney are hereby expressly authorized, empowered and directed, from time to time, to do and perform all such acts and things as may be reasonable, necessary and desirable in order to acquire the Tracts on terms and conditions that are in the best interest of the public, and that provide the owners of the Tracts lawful, just and reasonable compensation.

PASSED AND ADOPTED this _____ day of _____, 2013.

ATTEST:

_____
Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

EXHIBIT "A"