AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ November 21, 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: Steve Bosak, Parks & Rec. Director – Annual Christmas Parade
   Pat Womack, Public Works Director – update on resurfacing on Crystal Falls Pkwy.
   Wayne Watts, City Engineer – update on construction at E. Crystal Falls Pkwy. and Hwy. 183 and update on County Road 290

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

5. Recognition of Eagle Scout Paxton Layman and presentation of certificate
   Sponsored by Mayor Fielder

CONSENT AGENDA: ACTION

6 Approval of the minutes: November 7, 2013

PUBLIC HEARING: ACTION

7. **a. Public Hearing** on Zoning Case #13-Z-020: Consider a zoning change for 40.117 acres, more or less, for a tract of land located at 14801 and 14751 Ronald Reagan Blvd., generally located 2,400 feet south of the intersection of CR 179 (Journey Parkway) and Ronald Reagan Blvd. on the west side of Ronald Reagan Blvd. from interim zoning SFR-1-B, Single Family Rural and MF-2-B, Multi Family to PUD, Planned Unit Development, Leander, Williamson County, Texas
   Applicant: Rhett Dawson on behalf of Frost National Bank, Patrick Hardy Dudgeon, McGraw Minerals, LTD and John L. Robertson, Michael and Reba Beck

   b. Action on Zoning Case #13-Z-020: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located at 14801 and 14751 Ronald Reagan Blvd., Leander, Williamson County, Texas

8. **a. Public Hearing** on Zoning Case #13-Z-021: Consider a zoning change for 66.12 acres, more or less for seven parcels located at 1225 CR 271(Raider Way) and 1255 CR 271 (Raider Way), 1601 and 1515 Woodview Drive, generally located 1,000 feet east from the northeast corner of the intersection of HWY. 183A and E. Woodview Drive from interim zoning SFR-1-B, Single Family Rural and interim SFS-2-B, Single Family Suburban to SFC-2-A, Single Family Compact, Leander, Williamson County, Texas
Applicant: Joseph R. Hoover on behalf of Pearson, Samuel & Ida Nell Family Trust, BW and Carlene Pruett Family Trust & Samuel and Ida Nell Family Trust and Pruett BW Jr. Trust & Carlene Pruett Trust of the BW and Carlene Pruett Family Trust, BW and Carlene Pruett Family Trust & Samuel & Ida Nell Pearson Family Trust

   b. Action on Zoning Case #13-Z-021: amending Ordinance #05-018, the Composite Zoning Ordinance for seven parcels located at 1225 CR 271 (Raider Way) and 1255 CR 271 (Raider Way), 1601 and 1515 Woodview Drive, Leander, Williamson County, Texas

9. **a. Public Hearing** on Zoning Case #13-Z-022: Consider a zoning change for 7.1 acres, more or less, for a parcel located at 100 Terry Lane, generally located at the southeast corner of the intersection of CR 279 and Terry Lane from interim zoning SFR-1-B, Single Family Rural to LI-4-C, Light Industrial and LI-5-C, Light Industrial, Leander, Williamson County, Texas
Applicant: Kenneth L. and Linda Bartlett on behalf of Providence Motors LLC

   b. Action on Zoning Case #13-Z-022: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 100 Terry Lane, Leander, Williamson County, Texas

10. **a. Public Hearing** on Zoning Case #13-Z-023: Consider a zoning change for 85.037 acres, more or less, for eleven parcels located at 8761 and 8771 RM 2243, generally located ¾ of a mile east of the intersection of Hwy. 183A and RM 2243, adjacent to the south side of RM 2243 from interim zoning SFR-1-B, Single Family Rural and interim SFS-2-B, Single Family Suburban to SFE-2-B, Single Family Estate and SFU-2-B, Single Family Urban, Leander, Williamson County, Texas
Applicant: Brian Birdwell on behalf of Weldon Stephen and Tammy Walker, and NK Land Investments LLC

    b. Action on Zoning Case #13-Z-023: amending Ordinance #05-018, the Composite Zoning Ordinance for eleven parcels located at 8761 and 8771 RM 2243., Leander, Williamson County, Texas

11. **a. Public Hearing** on Subdivision Case #13-TOD-S1-001: Consider Michelle/Tylerville/Oak Creek Subdivision Stage1/Concept Plan, for 150.9 acres, more or less, generally located to the southwest of the intersection of South San Gabriel Parkway and N. US 183, Williamson County, Texas
Applicant: Mark Baker on behalf of Robert Wunsch (Waterstone Tylerville, LP) and Tom Reilly (Sentinel/Cotter Leander, LLC)

    b. Action on Subdivision Case #13-TOD-S1-001: Michelle/Tylerville/Oak Creek Subdivision Stage1/Concept Plan, Williamson County, Texas

REGULAR AGENDA

12. Consider a development agreement between the City of Leander and Waterstone Tylerville, LP for a 25.32 acre, more or less, tract, generally located south of San Gabriel Pkwy and west of U.S. 183 in the City of Leander, Williamson County, Texas

13. Consider a License Agreement for the installation of irrigation within the City right-of-way for the along the south side of Sonny Drive and the north Side of Peregrine Way in the Connelly's Crossing Subdivision

14. Consider an ordinance of the City of Leander, Texas, annexing 32.68 acres of land, more or less, located in Travis County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

15. Consideration and action on annexation agreements for three properties, Travis Central Appraisal District parcel numbers 770825, 765121, and 467239, which are currently subject to the City's unilateral annexation process along the extension of CR 290 in Travis County, Texas.

16. Consider Task Order KFA-21 with K. Friese & Associates, Inc., for professional services for Ronald Reagan Boulevard 24-inch Water Line Extension.

17. Consider designating an official newspaper of record

18. Consider vote on Official Ballot for Williamson Central Appraisal District Board of Directors

19. Consider an Ordinance calling for a runoff election for City Council Place 4, unexpired term

20. Council Members Closing Statements

21. 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 14th day of November, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ November 7, 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 Pro Tem Dishongh opened the meeting at 7:00 pm and welcomed those in attendance
   Council Member Garcia delivered the invocation

2. Roll Call
   Mayor Fielder absent. All others present

3. Staff Comments:
   No comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   No comments

5. Proclamation designating November 2013 as "Combat Veterans Motorcycle Association" month in the City of Leander
   Sponsored by Council Member Cantwell
   Council Member Cantwell read the Proclamation and presented it to Shiloh Rowe and members of the Combat Veterans Motorcycle Association

CONSENT AGENDA: ACTION

6. Approval of the minutes: October 17, 2013
   October 24, 2013

7. Planning and Zoning Commission Progress Report for October 2012 to October 2013

   Council Member Lynch asked Tom Yantis questions concerning the APA conference and Attendance of the P & Z Commissioners

8. Consider the Quarterly Investment Report

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

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Comprehensive Plan Amendment Case #13-CPA-001: A Comprehensive Plan Amendment requesting a change to the Roadway Plan for the proposed relocation of Collector Road C8 generally located between RM 2243 and East Woodview Drive, to the east of 183A Toll, Leander, Williamson County, Texas
   Tom Yantis, Director of Development Services explained

   Rod Madden 10116 Swan Valley Austin – spoke in favor
   Brian Birdwell – representative for the owner - spoke in favor

   b. Action on Comprehensive Plan Amendment Case #13-CPA-001: a Comprehensive Plan Amendment to the Roadway Plan, Leander, Williamson County, Texas
   Motion made by Council Member Cantwell to approve. Second by Council Member Navarrette. Motion passes, 5 to 1 with Council Member Lynch voting against.

REGULAR AGENDA

10. Consider an Ordinance renaming CR 273 and CR 179, Leander, Williamson County, Texas
    Tom Yantis, Director of Development Services explained

    Jennifer Austin 609 CR 273 – spoke for the name change on CR 273

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

11. Consider a Development Agreement for water line construction between the City of Leander and Lookout Development Group, LP for the construction of a water line to serve future annexation properties
    Tom Yantis, Director of Development Services explained

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

12. Consider a contract with Michael Watkins Architect, LLC to prepare an update to the City's adopted SmartCode and Transect Map for the TOD
    Tom Yantis, Director of Development Services explained

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

13. Consider Award of Right-of-Way Mowing Contract
    Pat Womack, Public Works Director explained

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

14. Consider Supplemental Contract No.4 to Contract for Engineering Services for BCRUA Regional Water System Improvements
Wayne Watts, City Engineer explained

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

15. Consider Second Addendum to Development Agreement for Nameless Valley Ranch
Wayne Watts, City Engineer explained

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

16. Consider and Ordinance amending Section 1.08.005 (4) and 108.006 of Article 1.08, Chapter 1, City of Leander Code of Ordinances regarding disposal of surplus, salvage and junk property requirements
Robert Powers, Finance Director explained

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

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

18. Adjournment
With there being no further business, the meeting adjourned at 7:46 p.m.

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 7

Executive Summary

November 21, 2013

Agenda Subject:	Zoning Case 13-Z-020: Hold a public hearing and consider action on the rezoning of a tract of land located 14801 and 14751 Ronald Reagan Blvd; generally located 2,400 feet south of the intersection of CR 179 and Ronald Reagan Blvd on the west side of Ronald Reagan Blvd; 40.717 acres more or less out of the Walter Campbell Survey Abstract #3; WCAD Parcels #R514458, R332409, R485236, R312324 and R337839. Currently, the property is zoned interim SFR-1-B (Single-Family Rural) and MF-2-B (Multi-Family). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Rhett Dawson on behalf of Frost National Bank, Patrick Hardy Dudgeon, McGraw Minerals, LTD and John L. Robertson, Michael and Reba Beck.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed PUD Plan 5. Letter of Intent 6. Letter from the Neighborhood 7. Ordinance
Prepared By:	Tom Yantis, AICP Development Services Director 11/12/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-020
BLOCKHOUSE CROSSING PUD

GENERAL INFORMATION

Owner: Frost National Bank, Patrick Hardy Dudgeon, McGraw Minerals, LTD and John L. Robertson, Michael and Reba Beck.

Current Zoning: Interim SFR-1-B (Single-Family Rural)
MF-2-B (Multi-Family)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is generally located 2,400 feet south of the intersection of CR 179 and Ronald Reagan Blvd on the west side of Ronald Reagan Blvd and is approximately 40.717 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	GC-3-B MF-2-B SFR-1-B	Undeveloped Property zoned for general commercial, multi-family and single-family rural uses
EAST	SFR-1-B	Undeveloped Property zoned for single-family rural and City owned property used for detention
SOUTH	OCL	Undeveloped Property located outside the City Limits
WEST	OCL	Established large lot residential neighborhood located outside the City Limits

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City.

The intent of this zoning request is to provide for the design of a development which includes a detached residential condominium community. This unique project will include single family housing that works with the natural features of the property. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.
- Ensure the provision of a variety of housing types within the City that will meet the needs of all age, physical acuity, household size, and economic status.

ANALYSIS:

The applicant is proposing a residential detached condominium development that will include a mixture of forty-five (45') foot wide and seventy (70') foot wide single-family units. The southern portion of this property was part of a large involuntary annexation that was completed on January 17, 2013 and the northern portion of the property was annexed into the City in 2008. The current MF-2-B (Multi-Family) district was approved by the City Council on April 17, 2008 and the interim SFR-1-B (Single-Family Rural) was established when the property was annexed.

The adjacent property to the north is currently zoned MF-2-B (Multi-Family), GC-3-B (General Commercial), and SFR-1-B (Single-Family Rural). This zoning was approved by the City Council on October 7, 2010 and the property is currently undeveloped. The property to the west is located outside of the City limits and developed as the Lakewood Country Estates neighborhood. The property to the south is not located within the City Limits and is currently undeveloped. The property to the east is zoned interim SFR-1-B (Single-Family Rural). A portion is undeveloped and the remainder is owned by the City and used for detention.

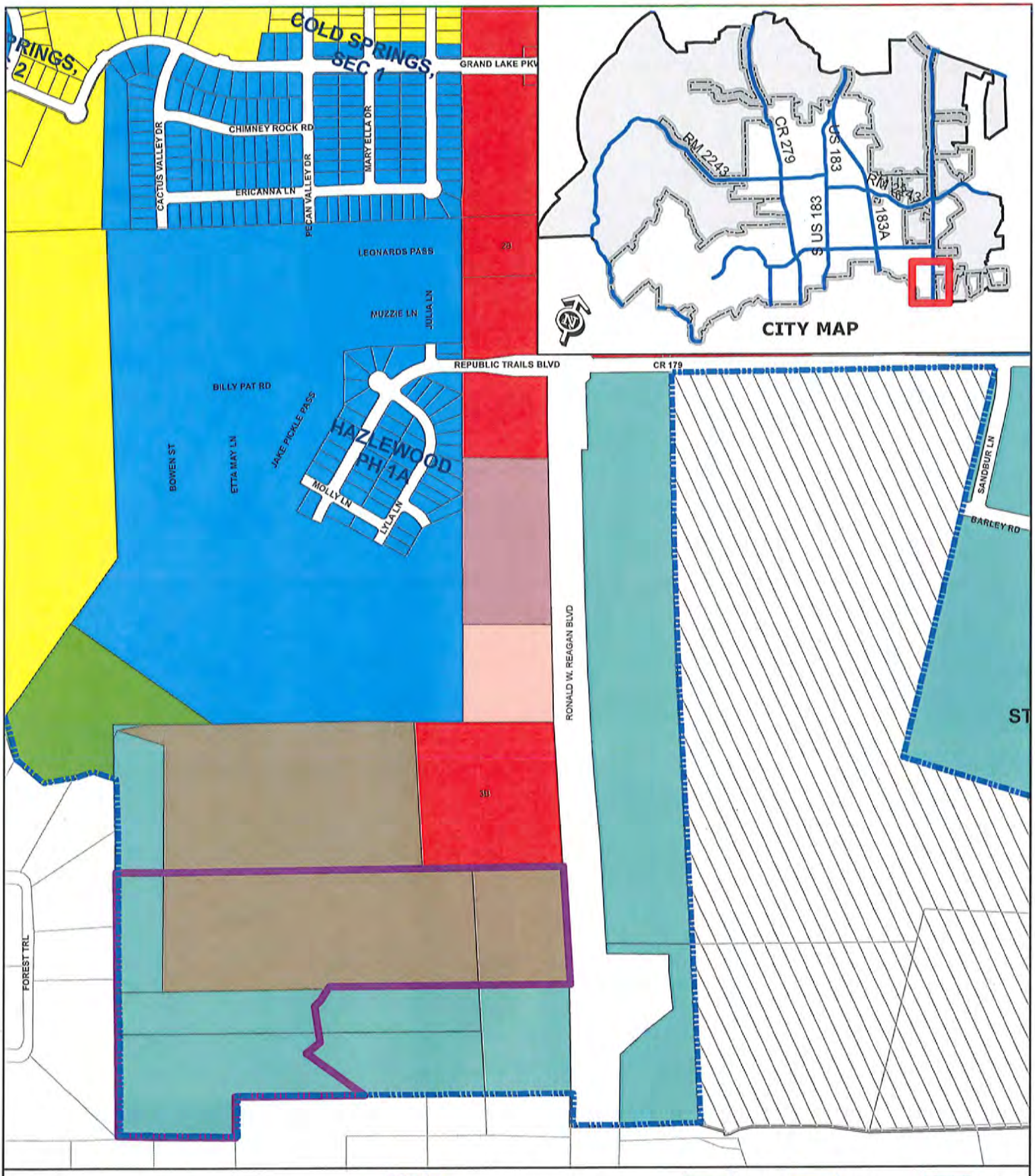
A PUD district is an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium style residential development with limits to the permitted density. The applicant is proposing Type A Architectural Standards, preserving existing trees and natural environment, increased parkland dedication, and an aesthetically pleasing detention and water quality pond. This plan provides a "non-disturbance" buffer between the proposed development and the established neighborhood to the west. In addition, the floodplain around Blockhouse Creek will be dedicated as parkland and a hike and bike trail will be constructed as required by our Recreation & Open Space Master Plan.

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This property is not located within a node, but it is situated to the south of a Community Center node.

The proposal of a condominium project allows the developer to design the neighborhood through the site plan process instead of the typical subdivision process. The land would be owned and maintained by a Home Owner's Association and the homes would be owned by individuals. The PUD plan provides for setbacks between the homes, building envelopes and perimeter setbacks. The total unit count will not exceed eighty-five (85) units.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD (Planned Unit Development) district. The requested zoning would be appropriate at this location. The proposed PUD would provide for a unique residential product at the southern gateway to the City. In addition, the project will preserve the natural area and extend the hike and bike trail system. The proposed zoning request follows the intent statements of the Composite Zoning Ordinance.



ZONING CASE 13-Z-020

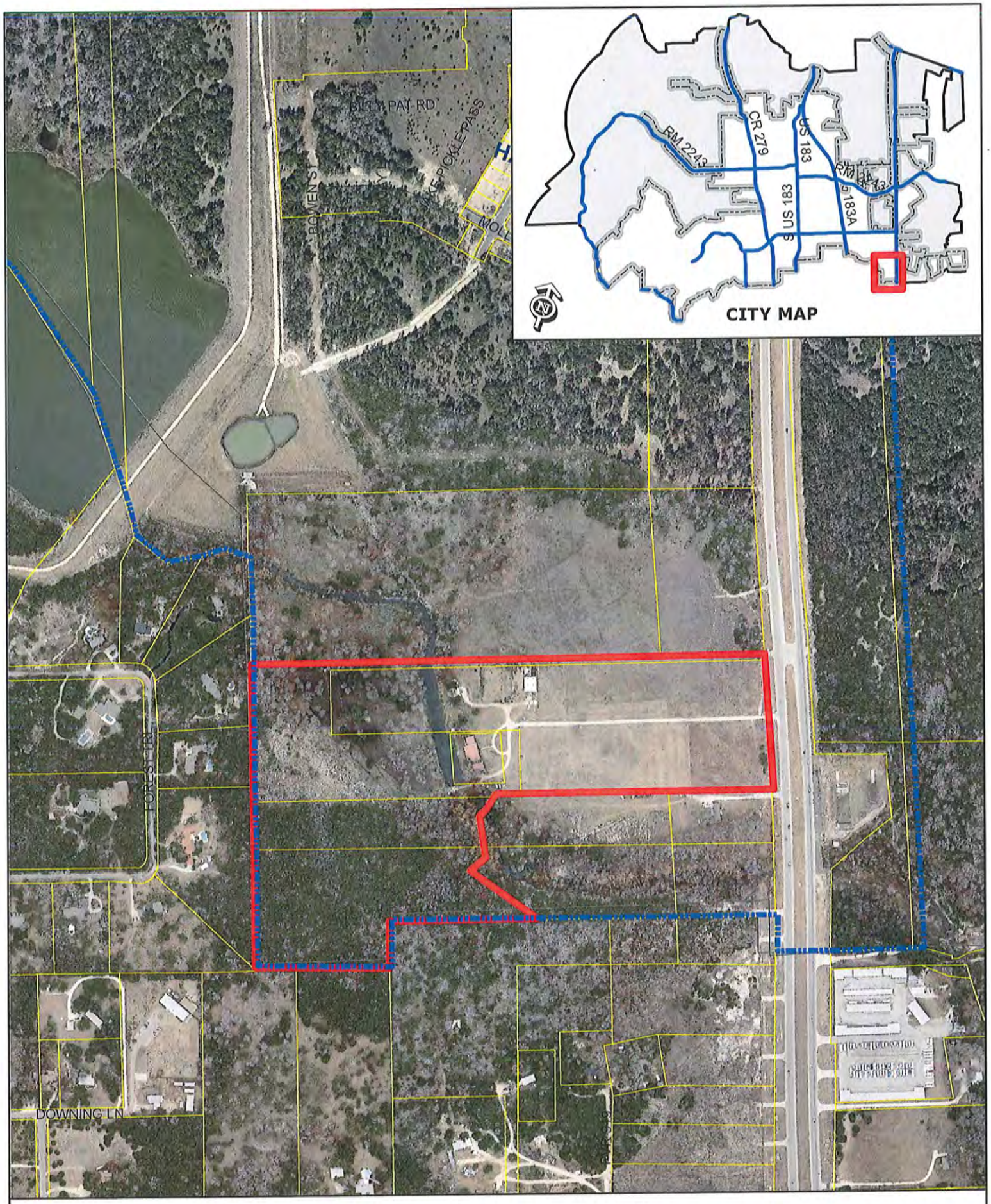
Attachment #2

Current Zoning Map
Blockhouse Crossing

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

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

0 200 400
Feet



ZONING CASE 13-Z-020 Attachment #3

Aerial Exhibit - Approximate Boundaries
Blockhouse Crossing

0 200
Feet

Subject Property
City Limits

BLOCKHOUSE CROSSING PUD PLAN

Exhibit 1

1. Base zoning districts:
   A. The base zoning districts for the PUD are SFR-1-B (Single-Family Rural), MF-2-B (Multi-Family), SFE-2-A (Single-Family Estate), and SFC-2-A (Single-Family Compact), as provided in this PUD Plan.
   B. The property owner or authorized representative must obtain the City's approval of a concept plan for the Property within nine months of the effective date of the Ordinance adopting this PUD; provided that one three-month extension may be granted by the City if an extension is requested before the deadline for approval of the concept plan.
   C. If a concept plan is not approved within the timeframes set forth in section 1.b above, the PUD plan set forth in Exhibit A shall govern development of the Property, and the Property shall be developed in accordance with the Composite Zoning Ordinance, the regulations applicable to the SFR-1-B and MF-2-B zoning districts, and Exhibit A, and Sections 2 through 13 of this Exhibit 1 shall not apply.
   D. If a concept plan is approved within the timeframes set forth in section 1.b above, the Property shall be developed in accordance with Sections 2 through 13 below, and the Composite Zoning Ordinance and the regulations applicable to the SFE-2-A and SFC-2-A zoning districts, except as modified by this Exhibit 1.

2. PUD Area = 40.7 Acres

3. This will be a Single-Family condo residential development

4. Unit width distribution (building envelope):

   a. 45' Wide Building Envelope–Approximately 50%-60%

   b. 70' Wide Building Envelope–Approximately 40%-50%

5. MAXIMUM UNIT COUNT: The project shall be limited to fifty-one (51) forty-five (45') foot wide building envelopes located on Lot-1 and thirty-four (34) seventy (70') foot widebuilding envelopes located on Lot-4

6. PARKLAND DEDICATION: Parkland dedication requirements will be met through dedication or fee-in-lieu for this plan. Based on a maximum unit count of eighty-five (85) units, the parkland dedication acreage would be 2.975 acres (.85 x 3.5 Ac.) or $70,125 fee-in-lieu ($824 x 85 units). The Park Improvement Fee of $29,750 ($350 x 85 units) shall be covered by the construction of approximately **700 to 800** linear feet of concrete hike and bike trails along Blockhouse Creek, as a portion of a trail corridor identified in Leander's *City Parks, Recreation & Open Space Master Plan*. The PUD plan, as shown on exhibit "B", provides 5.2 acres. The final park plan will be reviewed and approved as part of the concept plan.

BLOCKHOUSE CROSSING PUD PLAN

Exhibit 1

7. LAKEWOOD NON-DISTURBANCE BUFFER ZONE: Some Units which adjoin the Lakewood Subdivision to the west shall have a twenty-five foot (25') to forty-five foot (45') wide buffer zone running parallel and adjacent tothe entire western property line, as noted in the PUD Plan exhibit "B". A six-foot (6') tall SimTek or equivalent fence shall be constructed along the setback line. For removal of doubt, an equivalent fence shall be defined as one with a sound transmission class (STC) rating of 26 or higher, and complete visual obstruction up to the specified fence height. No access, either pedestrian or vehicular, shall be allowed within the buffer zone, and no hardwood trees, cedar trees or native vegetation may be removed from the buffer zone, except for:
   a. The necessity to remove dead or fallen trees as the result of an act of God
   b. Regular, periodic trash removal maintenance
   c. Any action required by authorities for health, safety and public welfare reasons

8. WALLS: The six-foot (6') masonry buffer wall along Ronald Reagan Boulevard shall be constructed within a ten-foot (10') landscape lot along the arterial or approximately two-hundred and thirty (230') feet off of Ronald Reagan Boulevard between the rear of the residential units and the proposed water quality/detention pond. This option is only available if the detention/water quality pond is an amenity and a landscape plan is provided as part of the construction plans for the subdivision.

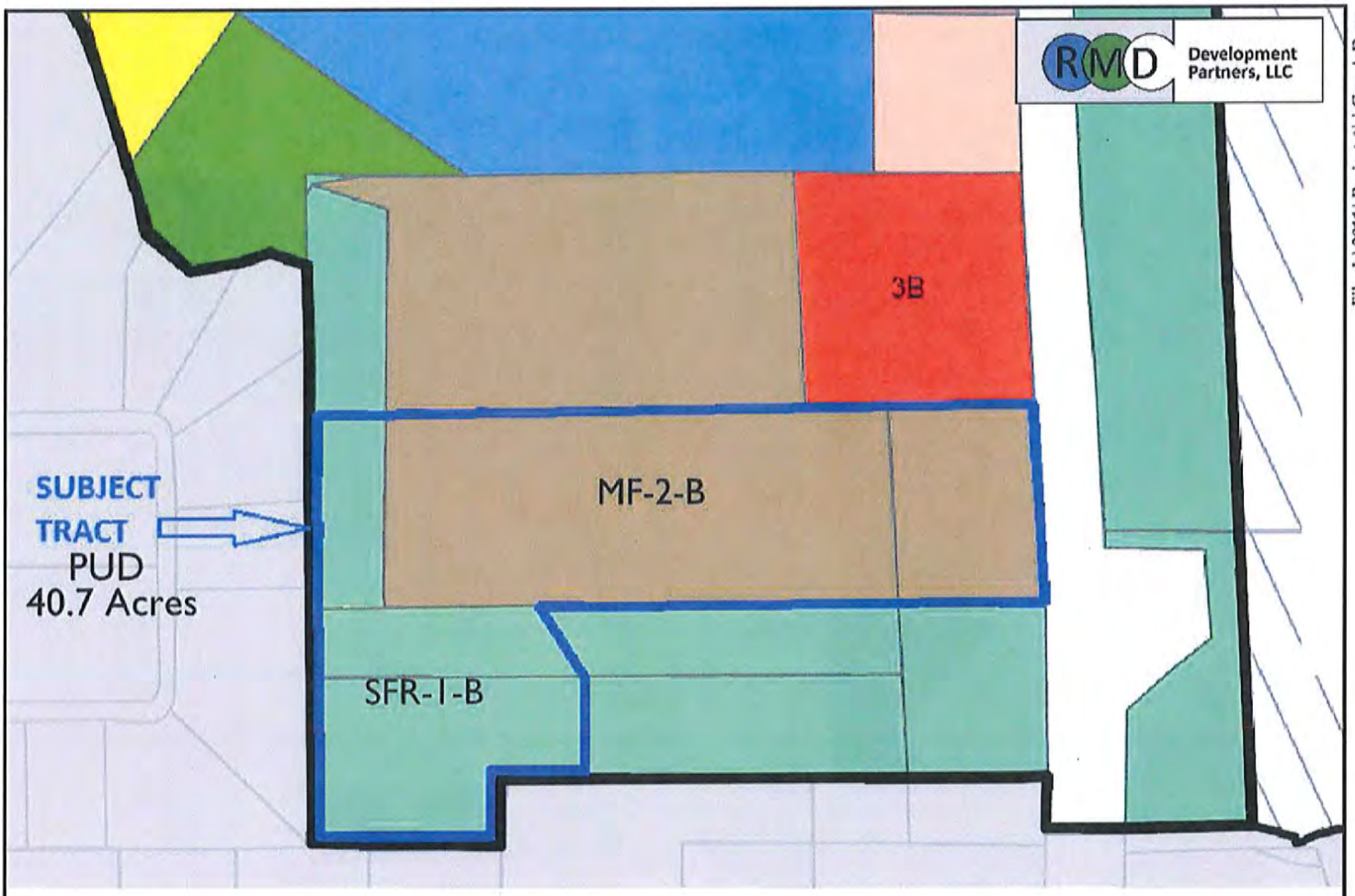
9. LIGHTING:All street lighting will meet minimum requirements for dark-sky compliance, in accordance with the Texas Section of the International Dark-Sky Association.

10. ACCESS/PRIVATE DRIVES: See exhibit "C" for detailed cross section of vehicular access easement. Minimum centerline radius for private drives is 100-feet. Minimum cul-de-sac drive surface radius is 50-feet. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 22-foot wide pavement width with 24-inch ribbon curbs or a 23-foot wide pavement width with 18-inch curb and gutter.

11. RESIDENTIAL SETBACKS: See exhibit "D" for building setback distances. Front building setbacks shall be a minimum of 25-feet from back of curb. Side building separation shall be a minimum of 10-feet. Rear building separation shall be a minimum of 30-feet. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

12. PERIMETER SETBACKS: Minimum perimeter setback are as follows:
   a. 25-foot to 45-foot buffer on the western property line
   b. 150-foot residential building setback from Ronald Reagan Boulevard
   c. 15-foot rear yard and 10-foot side residential building setback on the northern and southern property lines

13. Sidewalks are only required on one side of the access drive, 4 feet wide.



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SINGLE-FAMILY RESIDENTIAL

- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- SFT - Single-Family Townhouse
- SFU/MH - Single-Family Urban/Manufactured Home

MULTI-FAMILY RESIDENTIAL

- TF - Two Family
- MF - Multi-Family

RETAIL / COMMERCIAL

- LO - Local Office
- LC - Local Commercial
- GC - General Commercial

INDUSTRIAL

- LI - Light Industrial
- HI - Heavy Industrial

PLANNED UNIT DEVELOPMENT

- PUD - Planned Unit Development

Annexation

- Future Annexation Per Development Agreement
- Involuntary Annexation
- Voluntary Annexation

GRAY ENGINEERING

Blockhouse Crossing
Leander, Texas

Exhibit A Blockhouse Crossing PUD
(no concept plan within deadline)

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0022 Fax: (512) 480-0617
www.rvlplanning.com

rvl

REVISIONS:
1. 10-23-2013
2. 10-31-2013

DATE : 09-10-2013

Blockhouse Crossing PUD Plan

Exhibit B

1. Base zoning districts:
   A. The base zoning districts for the PUD are SFR-1-B (Single-Family Rural), MF-2-B (Multi-Family), SFC-2-A (Single-Family Estate), and SFC-2-A (Single-Family Compact), as provided in this PUD Plan.
   B. The property owner or authorized representative must obtain the City's approval of a concept plan for the Property within nine months of the effective date of the Ordinance adopting this PUD; provided that one three-month extension may be granted by the City if an extension is requested before the deadline for approval of the concept plan.
   C. If a concept plan is not approved within the timeframes set forth in section 1.b above, the PUD plan set forth in Exhibit A shall govern development of the Property, and the Property shall be developed in accordance with the Composite Zoning Ordinance, the regulations applicable to the SFR-1-B and MF-2-B zoning districts, and Exhibit A, and Sections 2 through 14 of this Exhibit B shall not apply.
   D. If a concept plan is approved within the timeframes set forth in section 1.b above, the Property shall be developed in accordance with Sections 2 through 14 below, and the Composite Zoning Ordinance and the regulations applicable to the SFC-2-A and SFC-2-A zoning districts, except as modified by this Exhibit B.
2. PUD Area = 40.7 Acres
3. This will be a Single-Family condo residential development
4. Unit width distribution (building envelope):
   a. 45' Wide Building Envelope - Approximately 50% - 60%
   b. 70' Wide Building Envelope - Approximately 40% - 50%
5. MAXIMUM UNIT COUNT: The project shall be limited to fifty-one (51) forty-five (45') foot wide building envelopes located on Lot-1 and thirty-four (34) seventy (70') foot wide building envelopes located on Lot-4
6. PARKLAND DEDICATION: Parkland dedication requirements will be met through dedication or fee-in-lieu for this plan. Based on a maximum unit count of eighty-five (85) units, the parkland dedication acreage would be 2.075 acres (.85 x 3.9 Ac.) or $70,125 fee-in-lieu ($824 x 85 units). The Park Improvement Fee of $26,750 ($300 x 85 units) shall be covered by the construction of approximately 700 lin (lineal feet) of concrete hike and bike trails along Blockhouse Creek, as a portion of a trail corridor identified in Leander's *City Parks, Recreation & Open Space Master Plan*. The PUD plan, as shown on exhibit "B", provides 5.2 acres. The final park plan will be reviewed and approved as part of the concept plan.
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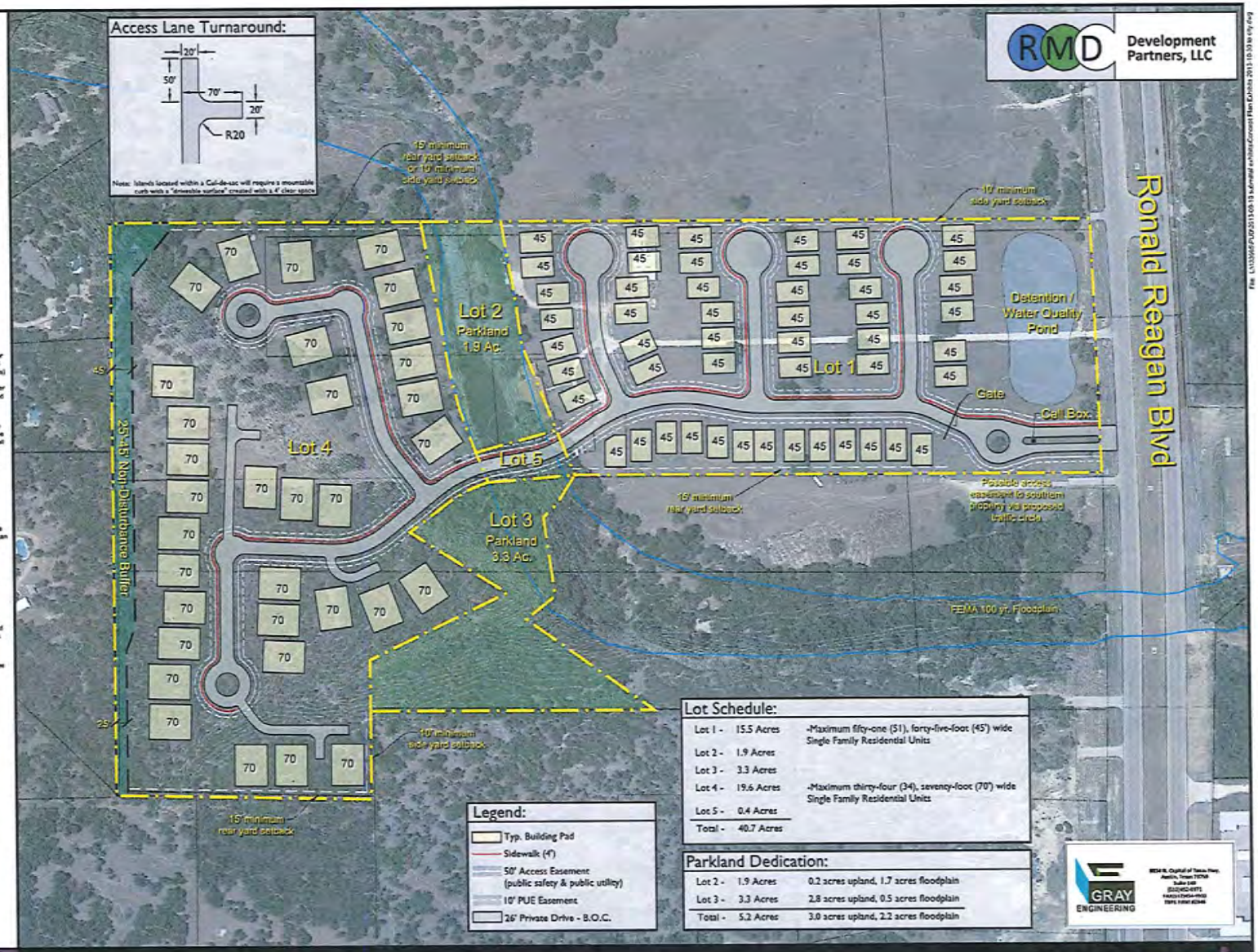
   a. The necessity to remove dead or fallen trees as the result of an act of God
   b. Regular, periodic trash removal maintenance
   c. Any action required by authorities for health, safety and public welfare reasons
8. WALLS: The six-foot (6') masonry buffer wall along Ronald Reagan Boulevard shall be constructed within a ten-foot (10') landscape lot along the arterial or approximately two-hundred and thirty (230') feet off of Ronald Reagan Boulevard between the rear of the residential units and the proposed water quality/detention pond. This option is only available if the detention/water quality pond is an amenity and a landscape plan is provided as part of the construction plans for the subdivision.
9. LIGHTING: All street lighting will meet minimum requirements for dark-sky compliance, in accordance with the Texas Section of the International Dark-Sky Association.
10. ACCESS/PRIVATE DRIVES: See exhibit "C" for detailed cross section of vehicular access easement. Minimum centerline radius for private drives is 100-feet. Minimum cul-de-sac drive surface radius is 50-feet. The access drive alignment, building pads and lateral locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 22-foot wide pavement width with 24-inch ribbon curbs or a 23-foot wide pavement width with 10-inch curb and gutter.
11. RESIDENTIAL SETBACKS: See exhibit "D" for building setback distances. Front building setbacks shall be a minimum of 23-feet from back of curb. Side building separation shall be a minimum of 10-feet. Rear building separation shall be a minimum of 30-feet. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.
12. PERIMETER SETBACKS: Minimum perimeter setback are as follows:
   a. 25-foot to 45-foot buffer on the western property line
   b. 150-foot residential building setback from Ronald Reagan Boulevard
   c. 15-foot rear yard and 10-foot side residential building setback on the northern and southern property lines
13. Sidewalks are only required on one side of the access drive, 4 feet wide.



Blockhouse Crossing

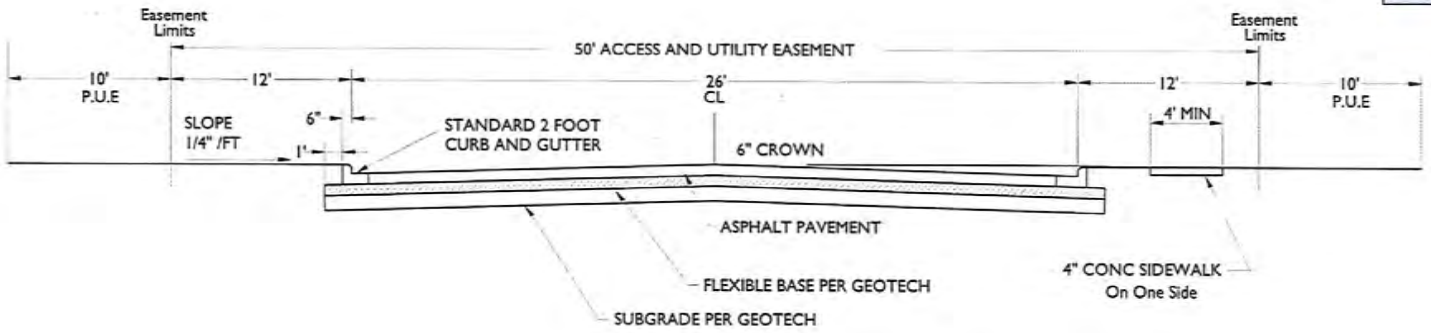
Leander, Texas

PUD PLAN - EXHIBIT B

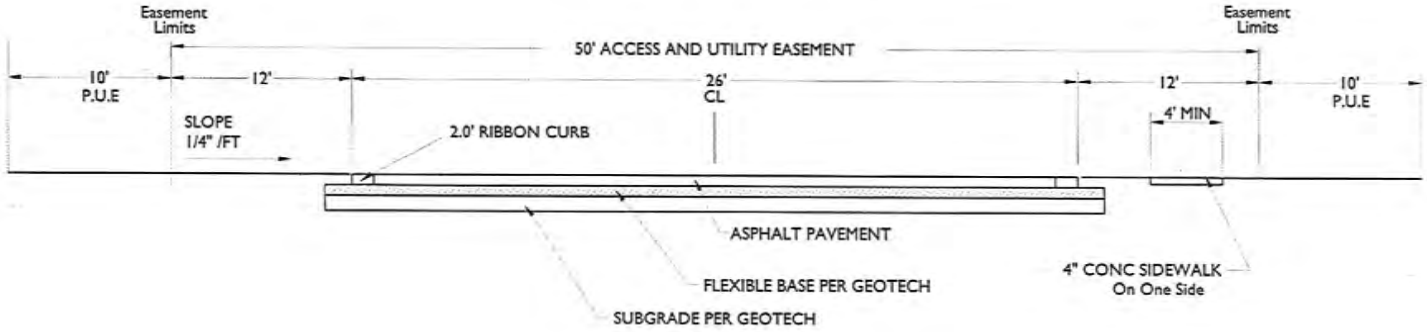
SCALE : 1" = 100'
0 50 100 200
DATE : 09-10-2013
REVISIONS :
1. 10-23-2013
2. 10-31-2013
NORTH
2' Contour Interval

712 Congress Avenue, Suite 200
Austin, TX. 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com
rvl

RMD Development Partners, LLC



CURB AND GUTTER STREET SECTION



RIBBON CURB STREET SECTION

GRAY ENGINEERING

8834 N. Capital of Texas Hwy. Austin, Texas 78759 Suite 340 (512)453-0371 FAX(512)464-0832 TBPE FIRM #2366

Blockhouse Crossing

Leander, Texas

TYPICAL ACCESS EASEMENT SECTIONS - EXHIBIT C

SCALE : N.T.S.
DATE : 09-10-2013

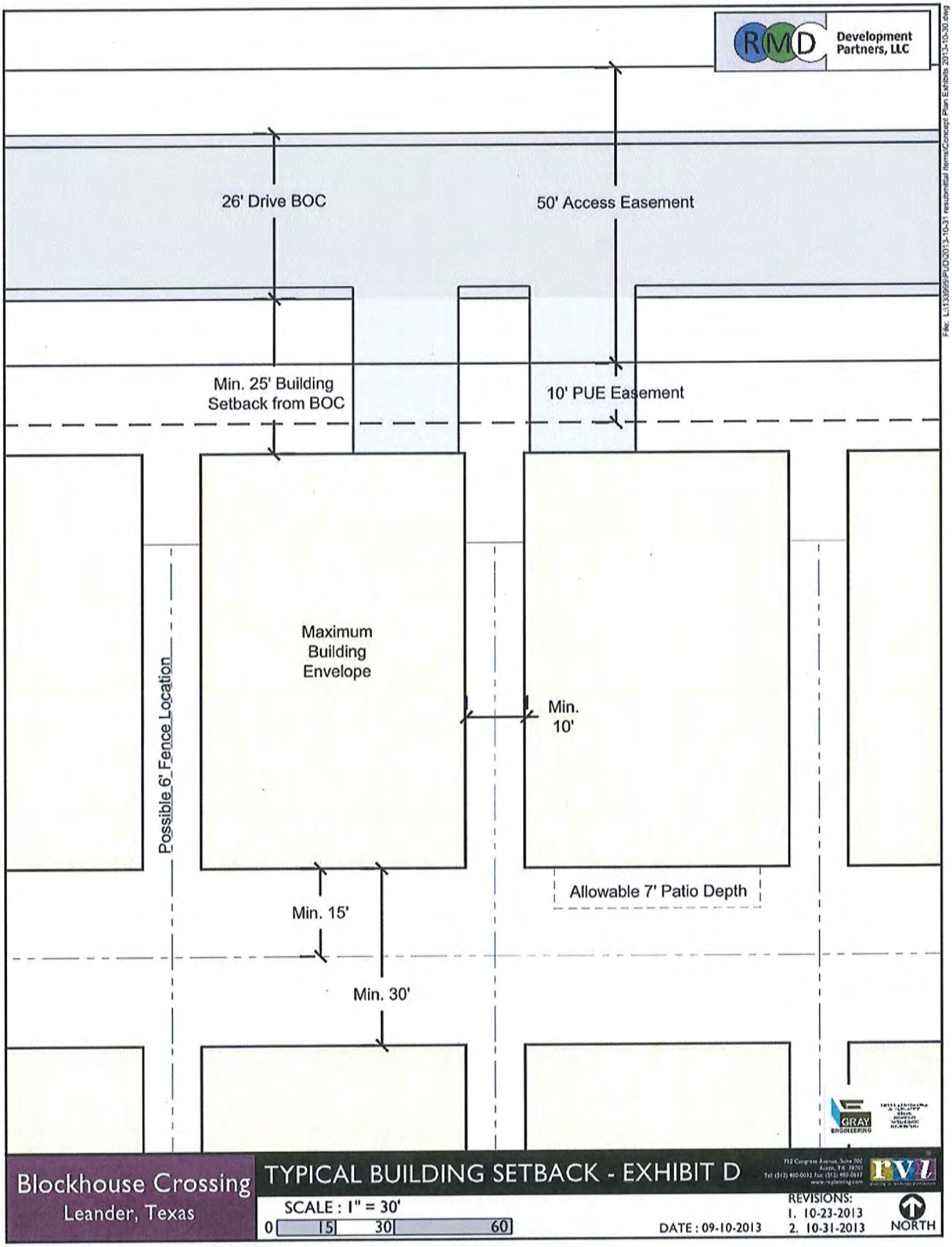
REVISIONS :
1. 10-23-2013
2. 10-31-2013

712 Congress Avenue, Suite 300 Austin, TX 78701 Tel: (512) 480-0032 Fax: (512) 480-0617 www.rvlplanning.com

rvl planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVL has not made an independent investigation of these sources and no warranty or representation is made by RVL as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and represents an opportunity potential. Land plan is subject to change. The developer has reserved the right to amend or revise changes to this land plan as deemed necessary by the developer, with governmental requirements and as such may change. Inquiries

File: C:\13000\PUD\2013-10-31 redlined item\Concept Plan Exhibits 2013-10-30.dwg


RMD Development Partners, LLC
26' Drive BOC
50' Access Easement
Min. 25' Building Setback from BOC
10' PUE Easement
Maximum Building Envelope
Possible 6' Fence Location
Min. 10'
Allowable 7' Patio Depth
Min. 15'
Min. 30'
GRAY ENGINEERING
Blockhouse Crossing
Leander, Texas
TYPICAL BUILDING SETBACK - EXHIBIT D
SCALE : 1" = 30'
0 15 30 60
DATE : 09-10-2013
REVISIONS:
1. 10-23-2013
2. 10-31-2013
NORTH
File: L:\133995\PUD\2013-10-31 resubmittal items\Concept Plan Exhibits 2013-10-30.dwg

ATTACHMENT 5

October 23, 2013

Rhett M. Dawson
RMD Development Partners, LLC
508 Baylor Street
Austin, Texas 78703

Robin Griffin
Senior Planner
City of Leander
Planning Department
P.O. Box 319
Leander, Texas 78646

RE: Blockhouse Crossing – PUD Zoning Application – Letter of Intent

Dear Ms. Griffin:

Please accept the following "Letter of Intent" to propose a residential development with adjustments to the Subdivision and Composite Zoning Ordinances, as required by the City of Leander's PUD zoning application. The property, more accurately described in this application, is approximately 40.7 acres and is located near 14805 Ronald Reagan Boulevard.

The proposed project is a single-family residential detached condominium development. The configuration of the project respects the intent of the Subdivision and Composite Zoning Ordinances, but does not strictly adhere to the ordinances in an effort to more harmoniously address the enhancement of natural features, community facilities, circulation patterns and surrounding properties and neighborhoods.

The general configuration as shown and detailed on the attached illustrations will meet or exceed existing ordinances for the requested base zoning. The following list outlines some of the ways the proposed PUD is unique and enhances the residential living environment within the proposed district.

- Architecture standards consistent with the City's Type A requirements
- Site Plan development as opposed to standard subdivision allows the units to be placed as to preserve trees and natural features
- Less density than allowed within the base zoning district (SFC)
- Enhanced fire protection with each house being individually sprinkled
- Enhanced safety within the community by providing a gated entry
- Private streets maintained by the community association
- Parkland around Blockhouse Creek preserving the natural features
- Wet pond used for detention and water quality which is visually appealing and functionally superior to standard water quality measures
- Promote "Dark Sky" lighting standards

Additionally, the existing Lakewood Subdivision homes to the west will be buffered by a 25 - 45foot wide zone of non-disturbed native vegetation and 6-foot tall sound absorbing fence at the buffer line. In addition, flood lights will not be allowed at the rear of homes adjacent to the Lakewood non-disturbance buffer zone in order to prevent light pollution.

Finally, we propose the property retain its current zoning (underlying), allowing the land to be developed as permitted under its current zoning designation with no requested variances, in the event it is not developed as a single family residential development as depicted in this PUD Zoning application.

We look forward to working the City of Leander Staff, Planning and Zoning Commission and the City Council on this application.

Sincerely,

Rhett M. Dawson
Principal
RMD Development Partners, LLC

ATTACHMENT 6

October 15, 2013

City of Leander
Planning and Zoning Commission
104 N. Brushy Street
Leander, TX 78641

Dear Commissioners:

I'm writing to express my support for the PUD zoning application for Blockhouse Crossing, on Ronald Reagan Boulevard.

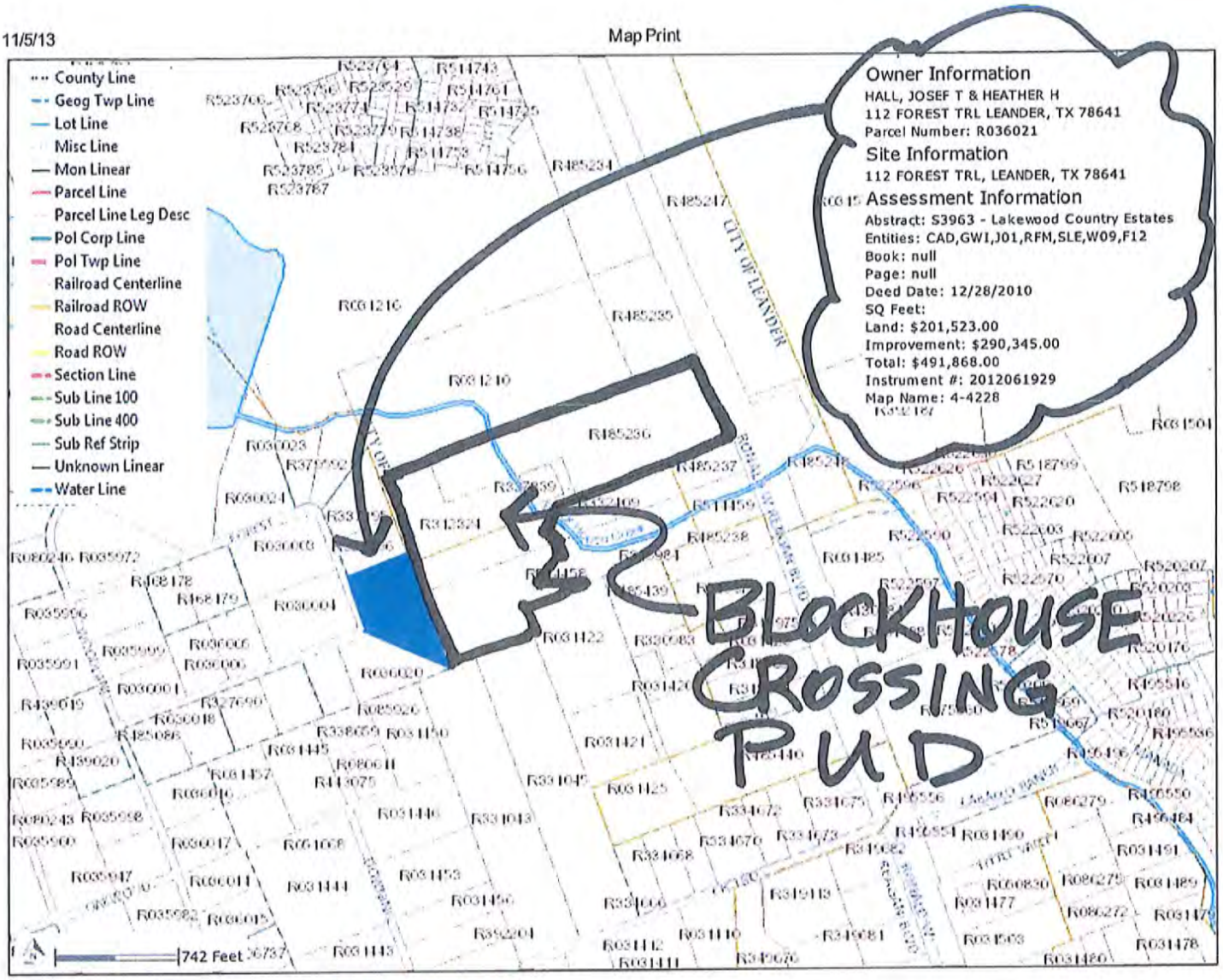
Rhett Dawson and Nathan Neese, the Developers for this project, have met with the Lakewood Homeowner's Association over the last three months to present the plans for their development and to hear our feedback and concerns. They have done a good job addressing our issues and I'm pleased with the changes they have made based on our concerns.

While I plan to attend the Public Hearing for approval of the PUD zoning application for Blockhouse Crossing, in the event I'm unable to attend, I wanted to go on record that I'm in support of this zoning and of this project.

Sincerely,

Josef Hall

Josef Hall
112 Forest Trl
Leander, TX 78641



Please choose **Landscape** when you print. Print Now | Generate a PDF

November 4, 2013

Rhett Dawson
RMD Development Partners, LLC
508 Baylor St.
Austin, TX 78703

Re: Blockhouse Crossing Development, Leander, Texas

Dear Mr. Dawson,

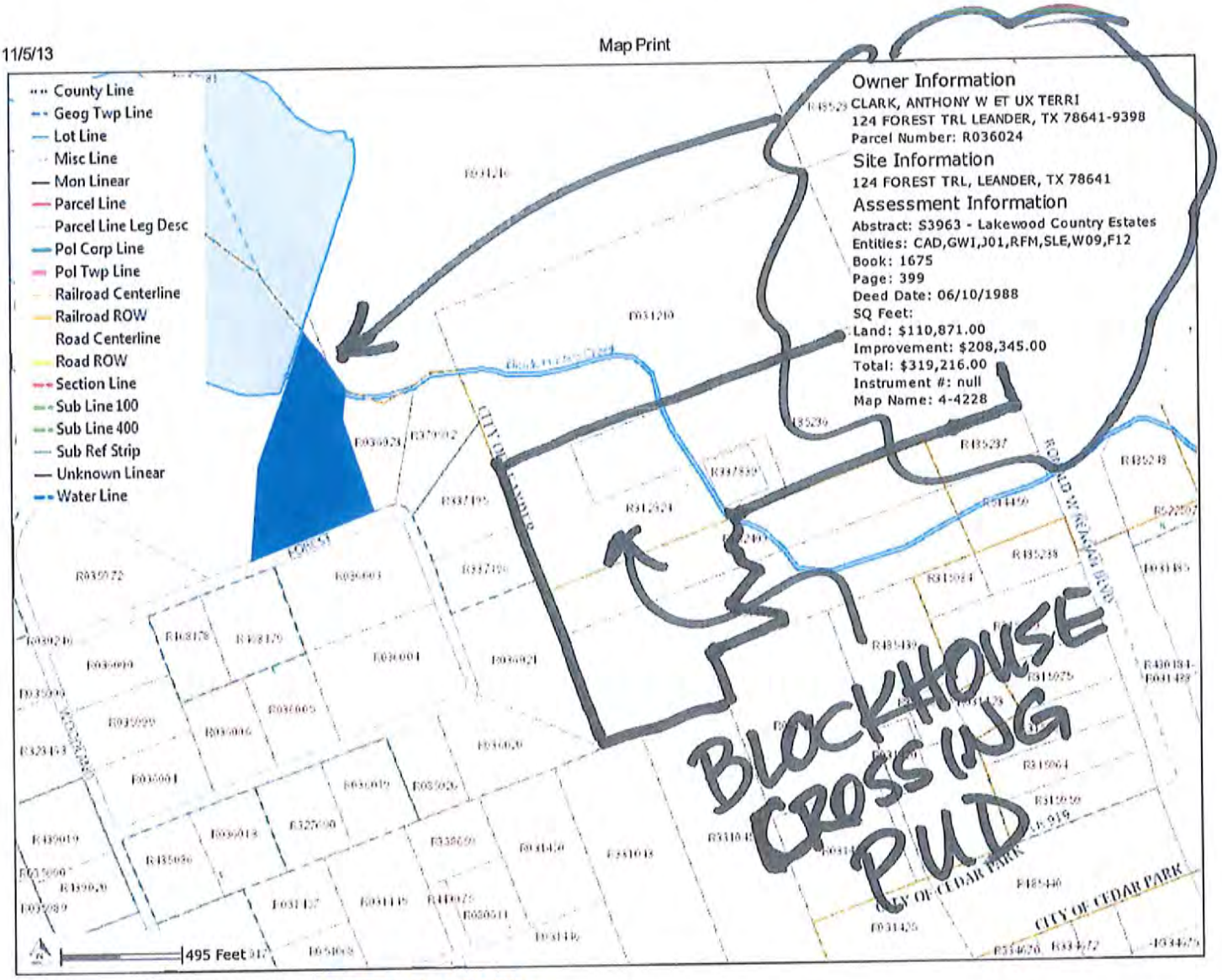
As president of Lakewood Country Estates Landowners Association (LCELA), I would like to thank you for the considerable time you have spent with residents in our neighborhood addressing questions and concerns that will affect these neighboring properties. Your willingness to be upfront and transparent in these discussions is very much appreciated. We are very much cognizant of the fact that you have been highly responsive and accommodating with solutions to lessen the impact of your future development on our LCELA residents.

On behalf of LCELA, this letter confirms our support for RMD Development Partners, LLC to move forward with the development of Blockhouse Crossing Development. We wish you much success in this endeavor.

Best regards,

Tony Clark, LCELA President
124 Forest Trail, Leander

Michael Murphy
118 Forest Trail, Leander



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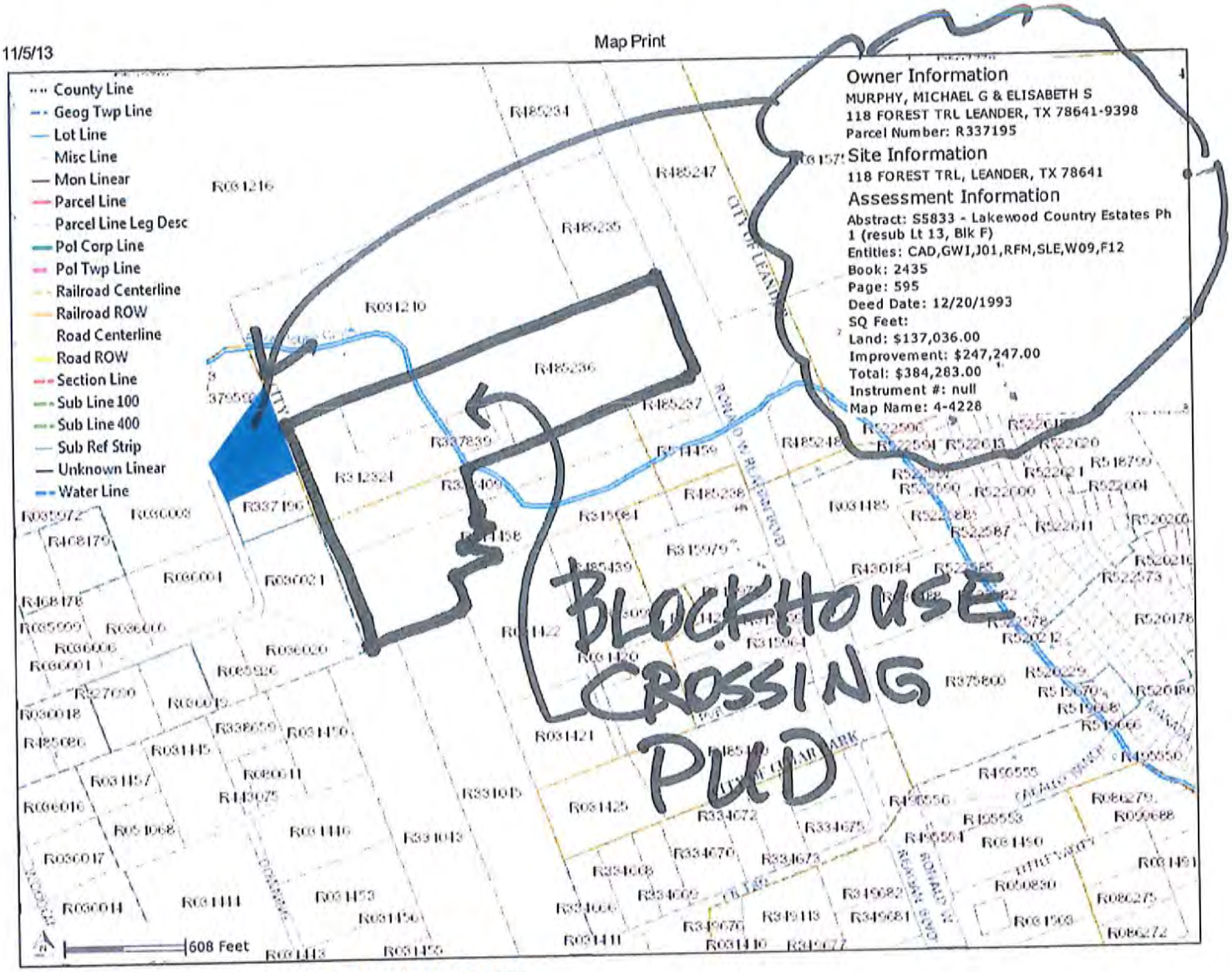


Please choose **Landscape** when you print. Print Now | Generate a PDF

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND MF-2-B (MULTI-FAMILY) TO PUD (PLANNED UNIT DEVELOPMENT); 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; and

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:

Section1. 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 described in Section 3 as set forth in Section 4.

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 40.717 acres, more or less, out of the Walter Campbell Survey, Abstract Number 3, located in Leander, Williamson County, Texas,being more particularly described in Exhibit "2"; and identified by tax identification numbers R514458, R332409, R485236, R312324 and R337839.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) and MF-2-B (Multi-Family)to the PUD (Planned Unit Development) known as the Blockhouse Crossing PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "2", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to theextent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 21st day of November, 2013.
FINALLY PASSED AND APPROVED on this the 5th day of December, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

BLOCKHOUSE CROSSING PUD PLAN

Exhibit 1

1. Base zoning districts:
   A. The base zoning districts for the PUD are SFR-1-B (Single-Family Rural), MF-2-B (Multi-Family), SFE-2-A (Single-Family Estate), and SFC-2-A (Single-Family Compact), as provided in this PUD Plan.
   B. The property owner or authorized representative must obtain the City's approval of a concept plan for the Property within nine months of the effective date of the Ordinance adopting this PUD; provided that one three-month extension may be granted by the City if an extension is requested before the deadline for approval of the concept plan.
   C. If a concept plan is not approved within the timeframes set forth in section 1.b above, the PUD plan set forth in Exhibit A shall govern development of the Property, and the Property shall be developed in accordance with the Composite Zoning Ordinance, the regulations applicable to the SFR-1-B and MF-2-B zoning districts, and Exhibit A, and Sections 2 through 13 of this Exhibit 1 shall not apply.
   D. If a concept plan is approved within the timeframes set forth in section 1.b above, the Property shall be developed in accordance with Sections 2 through 13 below, and the Composite Zoning Ordinance and the regulations applicable to the SFE-2-A and SFC-2-A zoning districts, except as modified by this Exhibit 1.

2. PUD Area = 40.7 Acres

3. This will be a Single-Family condo residential development

4. Unit width distribution (building envelope):

   a. 45' Wide Building Envelope–Approximately 50%-60%

   b. 70' Wide Building Envelope–Approximately 40%-50%

5. MAXIMUM UNIT COUNT: The project shall be limited to fifty-one (51) forty-five (45') foot wide building envelopes located on Lot-1 and thirty-four (34) seventy (70') foot widebuilding envelopes located on Lot-4

6. PARKLAND DEDICATION: Parkland dedication requirements will be met through dedication or fee-in-lieu for this plan. Based on a maximum unit count of eighty-five (85) units, the parkland dedication acreage would be 2.975 acres (.85 x 3.5 Ac.) or $70,125 fee-in-lieu ($824 x 85 units). The Park Improvement Fee of $29,750 ($350 x 85 units) shall be covered by the construction of approximately **700 to 800** linear feet of concrete hike and bike trails along Blockhouse Creek, as a portion of a trail corridor identified in Leander's *City Parks, Recreation & Open Space Master Plan*. The PUD plan, as shown on exhibit "B", provides 5.2 acres. The final park plan will be reviewed and approved as part of the concept plan.

BLOCKHOUSE CROSSING PUD PLAN

Exhibit 1

7. LAKEWOOD NON-DISTURBANCE BUFFER ZONE: Some Units which adjoin the Lakewood Subdivision to the west shall have a twenty-five foot (25') to forty-five foot (45') wide buffer zone running parallel and adjacent tothe entire western property line, as noted in the PUD Plan exhibit "B". A six-foot (6') tall SimTek or equivalent fence shall be constructed along the setback line. For removal of doubt, an equivalent fence shall be defined as one with a sound transmission class (STC) rating of 26 or higher, and complete visual obstruction up to the specified fence height. No access, either pedestrian or vehicular, shall be allowed within the buffer zone, and no hardwood trees, cedar trees or native vegetation may be removed from the buffer zone, except for:
    a. The necessity to remove dead or fallen trees as the result of an act of God
    b. Regular, periodic trash removal maintenance
    c. Any action required by authorities for health, safety and public welfare reasons

8. WALLS: The six-foot (6') masonry buffer wall along Ronald Reagan Boulevard shall be constructed within a ten-foot (10') landscape lot along the arterial or approximately two-hundred and thirty (230') feet off of Ronald Reagan Boulevard between the rear of the residential units and the proposed water quality/detention pond. This option is only available if the detention/water quality pond is an amenity and a landscape plan is provided as part of the construction plans for the subdivision.

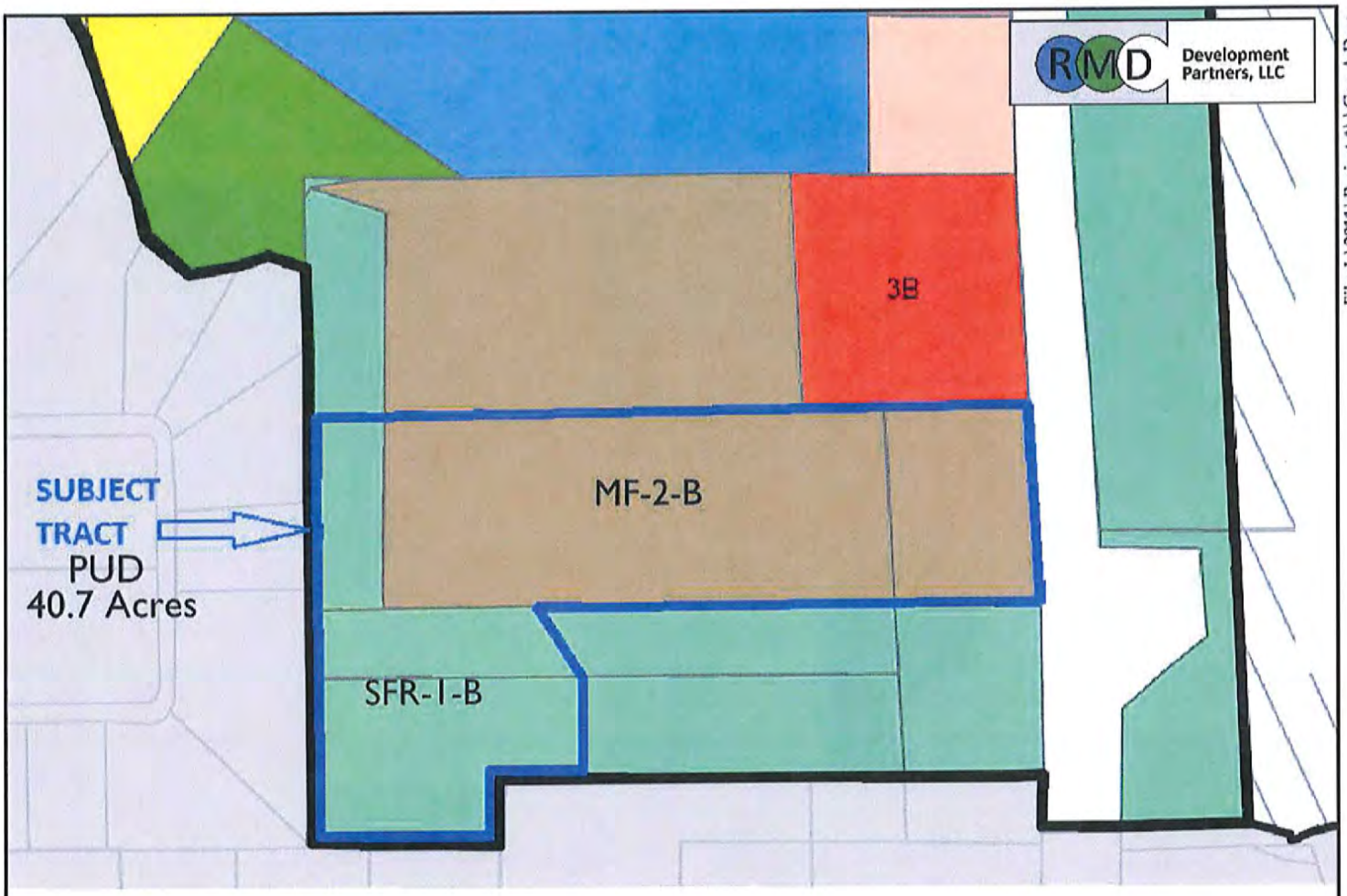
9. LIGHTING:All street lighting will meet minimum requirements for dark-sky compliance, in accordance with the Texas Section of the International Dark-Sky Association.

10. ACCESS/PRIVATE DRIVES: See exhibit "C" for detailed cross section of vehicular access easement. Minimum centerline radius for private drives is 100-feet. Minimum cul-de-sac drive surface radius is 50-feet. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 22-foot wide pavement width with 24-inch ribbon curbs or a 23-foot wide pavement width with 18-inch curb and gutter.

11. RESIDENTIAL SETBACKS: See exhibit "D" for building setback distances. Front building setbacks shall be a minimum of 25-feet from back of curb. Side building separation shall be a minimum of 10-feet. Rear building separation shall be a minimum of 30-feet. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

12. PERIMETER SETBACKS: Minimum perimeter setback are as follows:
    a. 25-foot to 45-foot buffer on the western property line
    b. 150-foot residential building setback from Ronald Reagan Boulevard
    c. 15-foot rear yard and 10-foot side residential building setback on the northern and southern property lines

13. Sidewalks are only required on one side of the access drive, 4 feet wide.



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SINGLE-FAMILY RESIDENTIAL

- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact
- SFL - Single-Family Limited
- SFT - Single-Family Townhouse
- SFU/MH - Single-Family Urban/Manufactured Home

MULTI-FAMILY RESIDENTIAL

- TF - Two Family
- MF - Multi-Family

RETAIL / COMMERCIAL

- LO - Local Office
- LC - Local Commercial
- GC - General Commercial

INDUSTRIAL

- LI - Light Industrial
- HI - Heavy Industrial

PLANNED UNIT DEVELOPMENT

- PUD - Planned Unit Development

Annexation

- Future Annexation Per Development Agreement
- Involuntary Annexation
- Voluntary Annexation

GRAY ENGINEERING

Blockhouse Crossing
Leander, Texas

Exhibit A Blockhouse Crossing PUD
(no concept plan within deadline)

712 Congress Avenue, Suite 330
Austin, TX 78701
Tel: (512) 480-0432 Fax: (512) 480-0617
www.rvlplanning.com

rvl

DATE : 09-10-2013

REVISIONS:
1. 10-23-2013
2. 10-31-2013

Blockhouse Crossing PUD Plan

Exhibit B

1. Base zoning districts:
   A. The base zoning districts for the PUD are SF-R-1-B (Single-Family Rural), MF-2-B (Multi-Family), SFE-2-A (Single-Family Estate), and SFO-2-A (Single-Family Compact), as provided in this PUD Plan.
   B. The property owner or authorized representative must obtain the City's approval of a concept plan for the Property within nine months of the effective date of the Ordinance adopting this PUD; provided that one three-month extension may be granted by the City if an extension is requested before the deadline for approval of the concept plan.
   C. If a concept plan is not approved within the timeframes set forth in section 1.b above, the PUD plan set forth in Exhibit A shall govern development of the Property, and the Property shall be developed in accordance with the Composite Zoning Ordinance, the regulations applicable to the SFR-1-B and MF-2-B zoning districts, and Exhibit A, and Sections 2 through 14 of this Exhibit B shall not apply.
   D. If a concept plan is approved within the timeframes set forth in section 1.b above, the Property shall be developed in accordance with Sections 2 through 14 below, and the Composite Zoning Ordinance and the regulations applicable to the SFE-2-A and SFO-2-A zoning districts, except as modified by this Exhibit B.
2. PUD Area = 40.7 Acres
3. This will be a Single-Family condo residential development
4. Unit width distribution (building envelope):
   a. 45' Wide Building Envelope - Approximately 56% - 66%
   b. 70' Wide Building Envelope - Approximately 43% - 50%
5. MAXIMUM UNIT COUNT: The project shall be limited to fifty-one (51) forty-five (45') foot wide building envelopes located on Lot-1 and thirty-four (34) seventy (70') foot wide building envelopes located on Lot-4
6. PARKLAND DEDICATION: Parkland dedication requirements will be met through dedication or fee-in-lieu for this plan. Based on a maximum unit count of eighty-five (85) units, the parkland dedication acreage would be 2.075 acres (.85 x 2.5 Ac.) or $76,125 fee-in-lieu ($824 x 85 units). The Park Improvement Fee of $29,700 ($300 x 83 units) shall be covered by the construction of approximately 700 to 800 linear feet of concrete hike and bike trails along Blockhouse Creek, as a portion of a trail corridor identified in Leander's *City Parks, Recreation & Open Space Master Plan*. The PUD plan, as shown on exhibit "B", provides 5.2 acres. The final park plan will be reviewed and approved as part of the concept plan.
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   a. The necessity to remove dead or fallen trees as the result of an act of God
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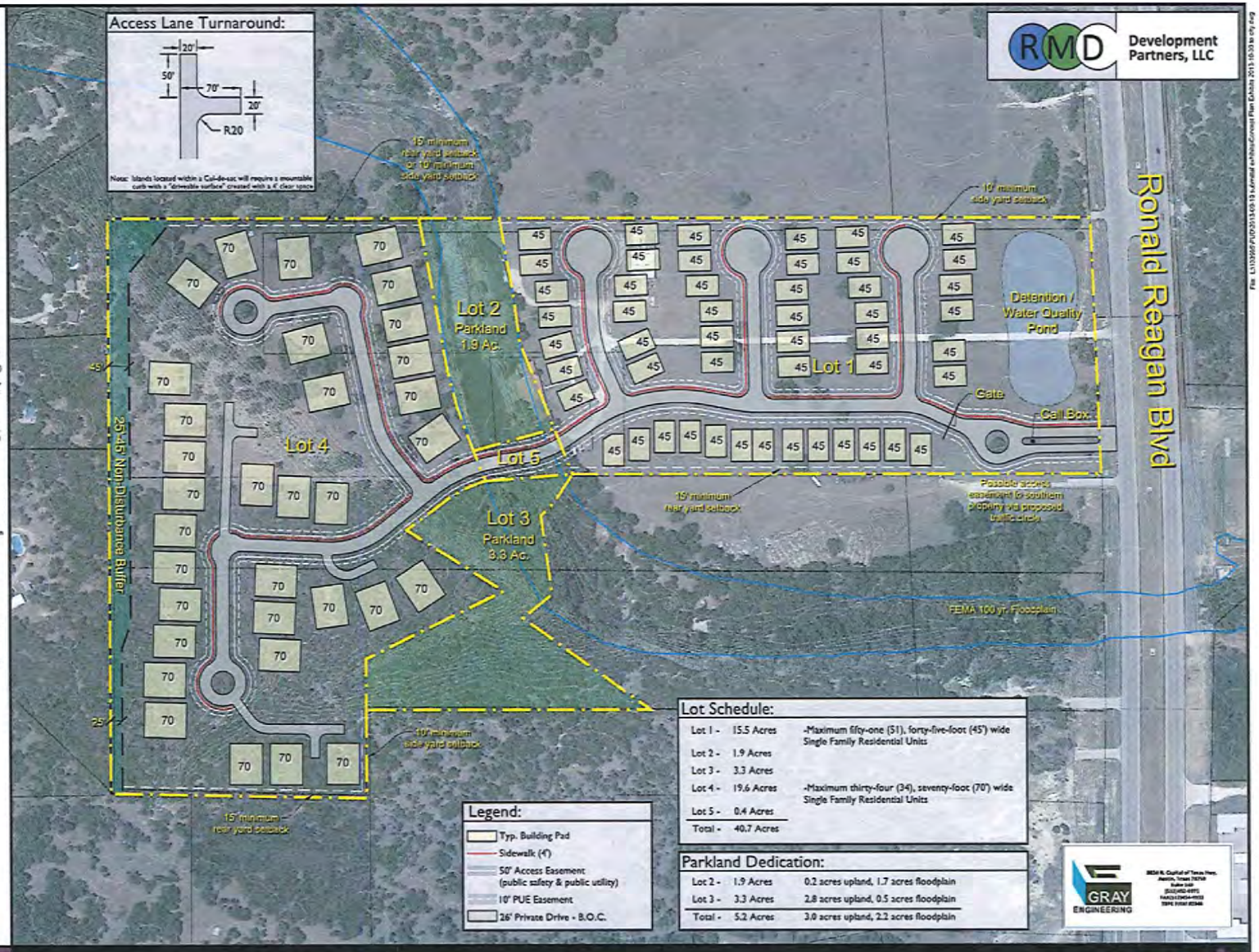

Lot Schedule:

Lot 1 -	15.5 Acres	-Maximum fifty-one (51), forty-five-foot (45') wide Single Family Residential Units
Lot 2 -	1.9 Acres	
Lot 3 -	3.3 Acres	
Lot 4 -	19.6 Acres	-Maximum thirty-four (34), seventy-foot (70') wide Single Family Residential Units
Lot 5 -	0.4 Acres	
Total -	40.7 Acres	

Parkland Dedication:

Lot 2 -	1.9 Acres	0.2 acres upland, 1.7 acres floodplain
Lot 3 -	3.3 Acres	2.8 acres upland, 0.5 acres floodplain
Total -	5.2 Acres	3.0 acres upland, 2.2 acres floodplain

Legend:

- Typ. Building Pad
- Sidewalk (4')
- 50' Access Easement (public safety & public utility)
- 10' PUE Easement
- 26' Private Drive - B.O.C.

RMD Development Partners, LLC

GRAY ENGINEERING

Blockhouse Crossing

Leander, Texas

PUD PLAN - EXHIBIT B

SCALE : 1" = 100'
0 50 100 200
DATE : 09-10-2013

REVISIONS :
1. 10-23-2013
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NORTH

2' Contour Interval

712 Congress Avenue, Suite 200
Austin, TX. 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com
rvl planning • landscape architecture

All information furnished regarding the property is from sources deemed reliable. However, RVL has not made an independent investigation of these sources and no warranty or representation is made by RVL as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice to make changes to the uses and other aspects of the development to comply with governmental requirements and to satisfy engineering objectives.

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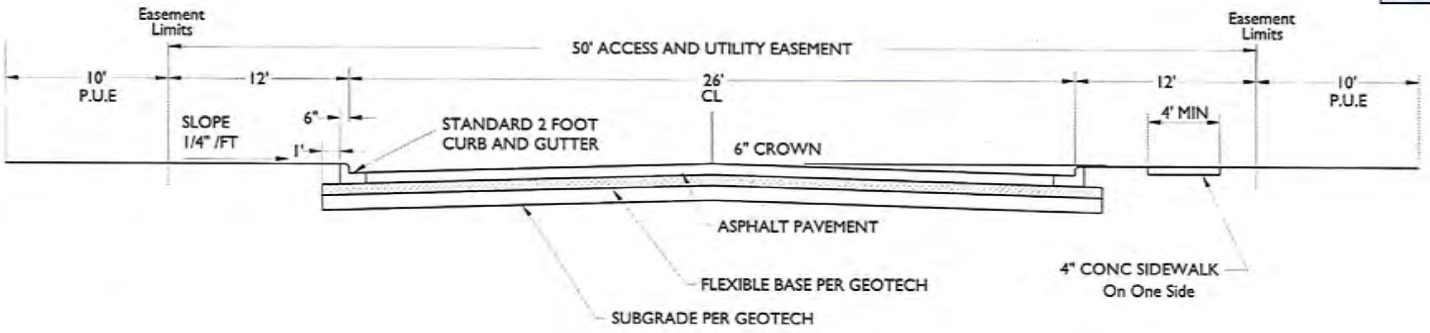
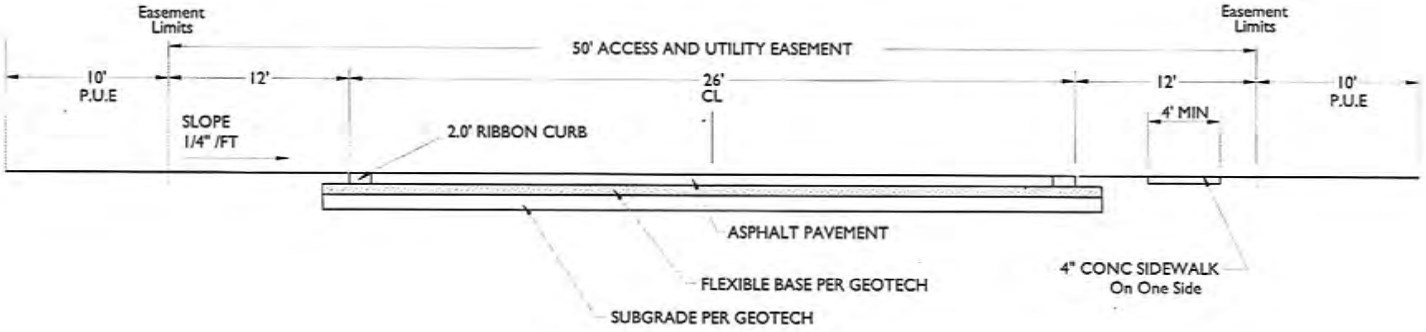


CURB AND GUTTER STREET SECTION



RIBBON CURB STREET SECTION

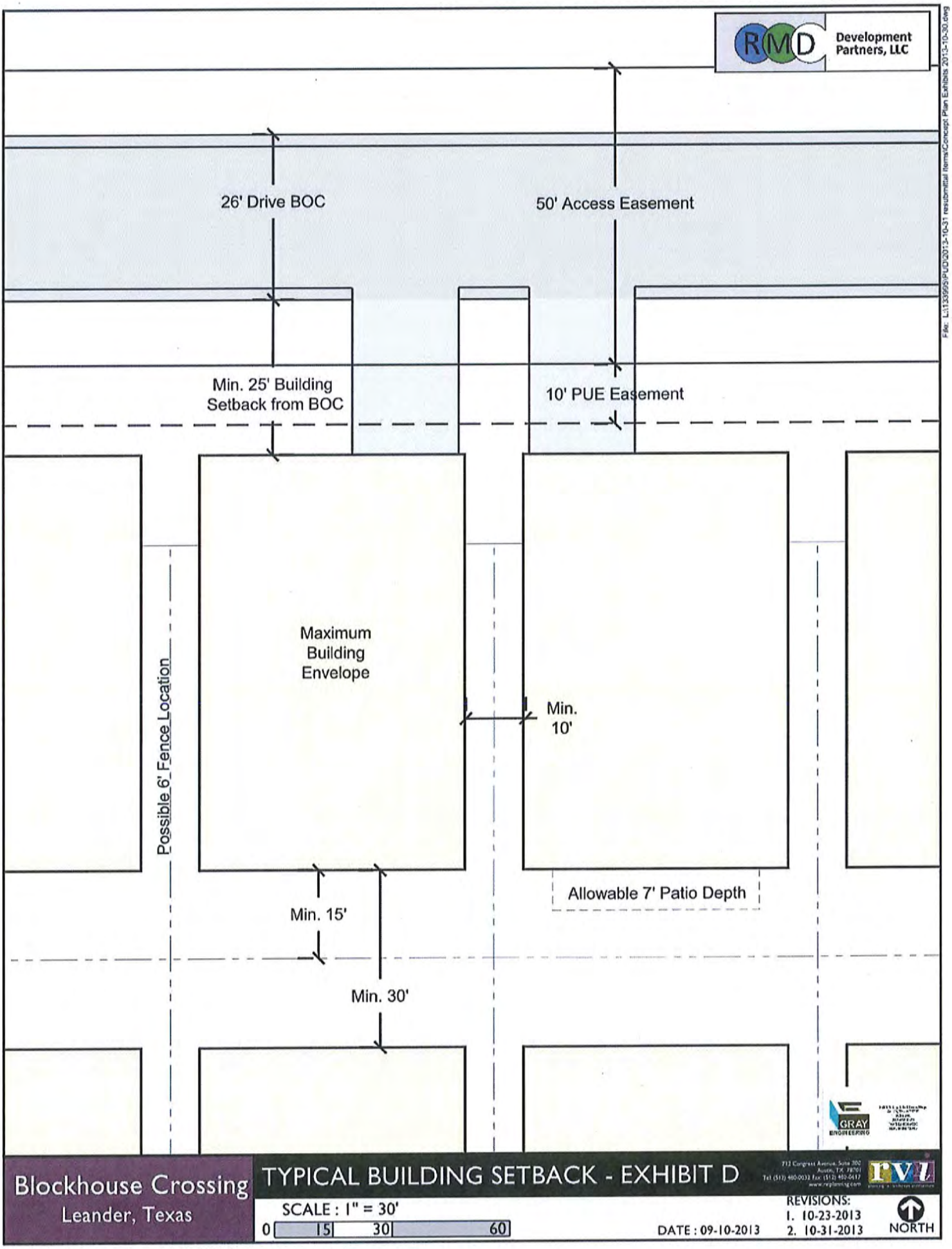
Blockhouse Crossing

Leander, Texas

TYPICAL ACCESS EASEMENT SECTIONS - EXHIBIT C

SCALE : N.T.S.
DATE : 09-10-2013

REVISIONS :
1. 10-23-2013
2. 10-31-2013


RMD Development Partners, LLC
26' Drive BOC
50' Access Easement
Min. 25' Building Setback from BOC
10' PUE Easement
Maximum Building Envelope
Possible 6' Fence Location
Min. 10'
Allowable 7' Patio Depth
Min. 15'
Min. 30'
GRAY ENGINEERING
Blockhouse Crossing
Leander, Texas
TYPICAL BUILDING SETBACK - EXHIBIT D
712 Congress Avenue, Suite 302 Austin, TX 78701 Tel (512) 480-0032 fax (512) 480-0412 www.rvlplanning.com
rvl planning & urban environment
SCALE : 1" = 30'
0 15 30 60
DATE : 09-10-2013
REVISIONS:
1. 10-23-2013
2. 10-31-2013
NORTH
File: L:\133995\PUD\2013-10-31 resubmittal items\Concept Plan Exhibits 2013-10-30.dwg

Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 40.717 ACRES OF LAND OUT OF THE WALTER CAMPBELL SURVEY, ABSTRACT NUMBER 3, IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF FIVE TRACTS: "TRACT I" BEING A 16.987 ACRE TRACT OF LAND CONVEYED TO MCGRAW MINERALS, LTD. AND JOHN L. ROBERTSON BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012015405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 2" BEING THE REMAINDER OF A 28.302 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. BECK AND REBA K. BECK BY INSTRUMENT OF RECORD IN VOLUME 2276, PAGE 275 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 3" BEING A 1.801 ACRE TRACT OF LAND CONVEYED TO JOHN CALHOUN MILLER, TRUSTEE BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2002080957 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 4" BEING A PORTION OF THE REMAINDER OF A 28.30 ACRE TRACT OF LAND CONVEYED TO PATRICK HARDY DUDGEON BY INSTRUMENT OF RECORD IN VOLUME 2276, PAGE 260 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND "TRACT 5" BEING A PORTION OF A 16.422 ACRE TRACT OF LAND CONVEYED TO FROST BANK, KENDALL D. HAMILTON, TRUSTEE BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012042902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found with cap, which reads "Watson Surveying" for the northeast corner of said 16.987 acre tract, being in the south line of a 35.00 acre tract of land conveyed to Joseph Land & Cattle Company, Ltd. by instrument of record in Volume 2377, Page 695 of the Official Records of Williamson County, Texas and known as "Tract Two" therein and being the northwest corner of a 1.312 acre tract of land conveyed to Williamson County by instrument of record in Document Number 2002036837 of the Official Public Records of Williamson County, Texas and thereby also being in the west right-of-way line of County Road Number 272, also known as Ronald Reagan Boulevard (R.O.W. varies);

THENCE along the east line of the 16.987 acre tract and the west right-of-way line of County Road Number 272, being a non-tangential curve to the right, having a radius of 17085.73 feet (record: 17085.73 feet), passing at a length of 529.57 feet, a delta angle of 01°46'33" and a chord which bears South 21°05'04" East a distance of 529.55 feet (record: South 21°06'28" East a distance of 529.32 feet) a 1/2" rebar found with cap, which reads "Watson Surveying" for the southeast corner of the 16.987 acre tract and being the northeast corner of said 1.801 acre tract, and continuing along the east line of the 1.801 acre tract and the west right-of-way line of County Road Number 272 for a total length of 554.15 feet (record: 554.38 feet), a delta angle of 01°51'30" and a chord, which bears South 21°02'35" East a distance of 554.13 feet (record: South 22°51'36" East a distance of 554.36 feet) to a 1/2" rebar found with cap, which reads "Watson Surveying" for the southeast corner of the 1.801 acre tract and being the southwest corner of the 1.312 acre tract and also being in the north line of a 1.870 acre tract of land conveyed to Williamson County by instrument of record in Document Number 2003023918 of the Official Public Records of Williamson County, Texas and thereby also being in the west right-of-way line of County Road Number 272;

THENCE South 71°01'32" West (record: South 71°01'44" West), along the south line of the 1.801 acre tract and the west right-of-way line of County Road Number 272, passing at a distance of 74.14 feet a 1/2" rebar found with cap, which reads "Watson Surveying" for the northwest corner of said 1.870 acre tract and being the northeast corner of said remainder of a 28.300 acre tract; from which a 1/2" rebar found with cap, which reads "Diamond Surveying" for the southeast corner of said 16.422 acre tract and being the southwest corner of the 1.870 acre tract and also being in the north line of Lot 6, Parmer Square Section One, a subdivision of record in Cabinet J, Slides 65-66 of the Plat Records of Williamson County, Texas bears along a non-tangential curve, having a radius of 17011.73 feet (record: 17011.73 feet), a length of 509.50 feet (record: 509.39 feet), a delta angle of 01°42'58" (record: 01°42'56") and a chord, which bears South 19°17'24" East a distance of 509.48 feet (record: South 21°04'40" East a distance of 509.37 feet) and continuing along the south line of the 1.801 acre tract and the north line of the remainder of a 28.300 acre tract for a total distance of 1136.10 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc.;

THENCE crossing through the remainder of a 28.300 acre tract the following three (3) courses:

1. South 13°29'44" West a distance of 74.20 feet to a 1/2" rebar set with plastic cap, which reads "Baseline Inc.";

2. South 27°32'47" West a distance of 40.45 feet to a 1/2" rebar set with plastic cap, which reads "Baseline Inc.";

3. South 27°10'30" East a distance of 171.58 feet, crossing into the 16.422 acre tract of land to a 1/2" rebar set with plastic cap, which reads "Baseline Inc.";

THENCE continue through the 16.422 acre tract the following two (2) courses:

1. South 32°32'19" West a distance of 81.49 feet to a mag nail set with disk, which reads "Baseline Inc.";

2. South 72°57'53" East a distance of 337.81 feet to a 1/2" rebar set in the south line of the 16.422 acre tract and being in the north line of the remainder of a 45.00 acre tract of land conveyed to David A. Shane by instrument of record in Volume 886, Page 567 of the Deed Records of Williamson County, Texas; from which a 1/2" rebar found in the south line of the 16.422 acre tract and being the northeast corner of said remainder of a 45.00 acre tract and also being the northwest corner of said Lot 6, Parmer Square Section One bears North 71°02'23" East (record: North 71°01'57" East) a distance of 291.42 feet;

THENCE South 71°02'23" West (record: South 71°01'57" West), along the south line of the 16.422 acre tract and the north line of the remainder of a 45.00 acre tract a distance of 609.91 feet to a 1/2" rebar found for the northwest corner of the remainder of a 45.00 acre tract;

THENCE South 19°00'05" East (record: South 19°01'09" East), along the south line of the 16.422 acre tract and the west line of the remainder of a 45.00 acre tract a distance of 190.89 feet (record: 190.97 feet) to a 1/2" rebar found for the northeast corner of a 16.53 acre tract of land conveyed to Michael W. and Elaine I. Copeland by instrument of record in Volume 2287, Page 296 of the Official Records of Williamson County, Texas;

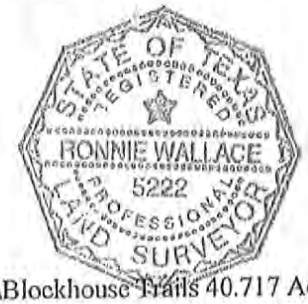
THENCE South 72°06'29" West (record: South 72°07'36" West), along the south line of the 16.422 acre tract and the north line of said 16.53 acre Copeland tract, passing at a distance of 390.86 feet (record: 391.00 feet) a 1/2" rebar found for the northwest corner of the 16.53 acre Copeland tract and being the northeast corner of a 16.53 acre tract of land conveyed to Michael L. and Becky R. Smith by instrument of record in Volume 2187, Page 62 of the Official Records of Williamson County, Texas and continuing along the south line of the 16.422 acre tract and the north line of said 16.53 acre Smith tract for a total distance of 549.46 feet (record: 549.54 feet) to a 1/2" rebar found for the southwest corner of the 16.422 acre tract, being the southeast corner of Lot 11, Block F, Lakewood Country Estates Phase One; a subdivision of record in Cabinet C, Slides 295-299 of the Plat Records of Williamson County, Texas and being the southeast corner of Lot 12, Block F of said Lakewood Country Estates Phase One;

THENCE North 19°02'52 West (record: North 18°16' West), along the west line of the 16.422 acre tract and the east line of said Lot 12, Block F, Lakewood Country Estates Phase One, passing at a distance of 478.32 feet a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for the northwest corner of the 16.422 acre tract and being the southwest corner of the remainder of a 28.300 acre tract and continuing 211.62 feet further, along the west line of the remainder of a 28.300 acre tract and the east line of Lot 12, Block F, Lakewood Country Estates, for a cumulative distance of 689.84 feet to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for the northwest corner of the remainder of a 28.300 acre tract and being the southwest corner of the remainder of a 28.302 acre tract and continuing 60.12 feet (record: 60.12 feet) further, along the west line of the 28.302 acre tract and the east line of Lot 12, Block F, Lakewood Country Estates Phase One for a cumulative distance of 750.06 feet (record: 750.00 feet) a 1/2" rebar found for the northeast corner of Lot 12, Block F, Lakewood Country Estates Phase One and being the southeast corner of Lot 13, Block F, Lakewood Country Estates Phase One and continuing 344.53 feet further, along the west line of the remainder of a 28.302 acre tract and the east line of said Lot 13, Block F, Lakewood Country Estates Phase One for a total distance of 1094.59 feet (record: 1094.59 feet) to a to a 1/2" rebar set with plastic cap, which reads "Baseline Inc." for an angle point in the west line of the remainder of a 28.302 acre tract and the east line of Lot 13, Block F, Lakewood Country Estates Phase One;

THENCE North 18°53'52" West (record: North 18°07' West), continuing along the west line of the remainder of a 28.302 acre tract and the east line of Lot 13, Block F, Lakewood Country Estates Phase One a distance of 148.82 feet (record: 149.29 feet) to a 1/2" rebar set with plastic cap, which reads "Baseline, Inc." for the northwest corner of the remainder of a 28.302 acre tract and being the southwest corner of said 35.00 acre tract; from which a 1/2" rebar found in the west line of the 35.00 acre tract and being the northeast corner of Lot 13, Block F, Lakewood Country Estates Phase One and also being the Southeast corner of Lot 14, Block F, Lakewood Country Estates, Phase One bears North 18°53'52" West (record: North 18°07' West) a distance of 196.75 feet;

THENCE North 71°01'03" East (record: North 71°01'03" East-Basis of Bearings), along the north line of the remainder of a 28.302 acre tract and the south line of the 35.00 acre tract, passing at a distance of 332.54 feet a 1/2" rebar found with cap, which reads "Watson Surveying" for a north corner of the remainder of a 28.302 acre tract and being the northwest corner of the 16.987 acre tract and continue 1778.93 feet (record: 1778.90 feet) further, along the north line of the 16.987 acre tract and the south line of the 35.00 acre tract for a total distance of 2111.72 feet to the POINT OF BEGINNING.

This parcel contains 40.717 acres of land, more or less, out of the Walter Campbell Survey, Abstract Number 3 in Williamson County, Texas. Bearing Basis: the north line of the 28.302 acre tract of land conveyed to McGraw Minerals, Ltd. and John L. Robertson by instrument of record in Document Number 2012015405 of the Official Public records of Williamson County, Texas being North 71°01'03" East, as noted therein.



Ronnie Wallace 10.14.13
Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222

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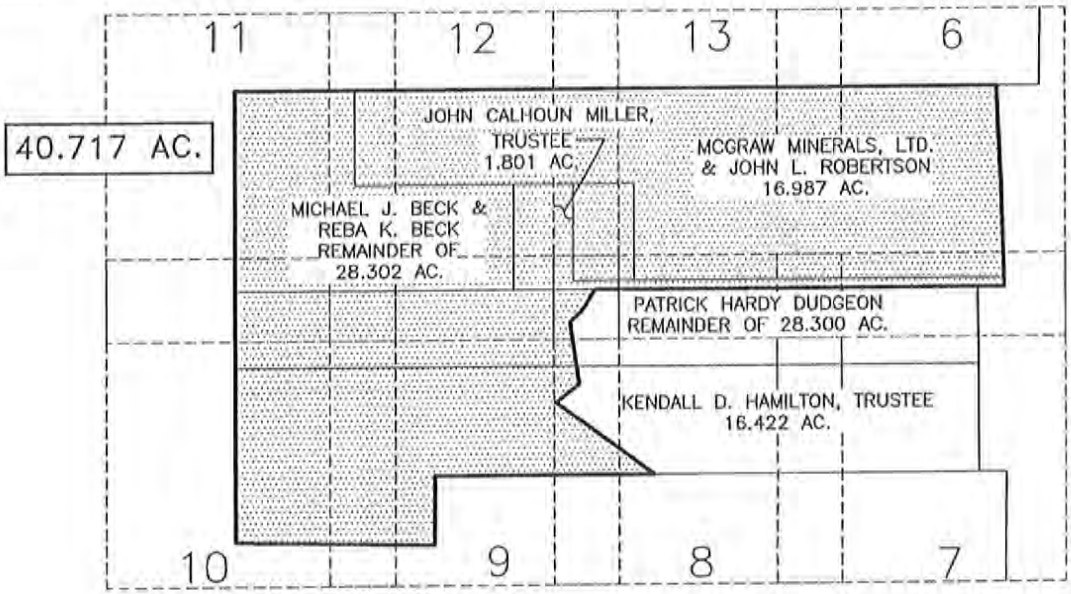

LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND (NOTED, IF CAPPED)
O	1/2" REBAR SET WITH PLASTIC CAP: "BASELINE INC."
△	MAG NAIL SET W\WASHER: "BASELINE, INC."
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION PER VOL. 2276, PG. 275–O.R.W.C.T.
([ ])	RECORD INFORMATION PER DOC. NO. 2012015405–O.P.R.W.C.T.
({ })	RECORD INFORMATION PER DOC. NO. 2002080957–O.P.R.W.C.T.
{ }	RECORD INFORMATION PER VOL. 2276, PG. 260–O.R.W.C.T.
{[ ]}	RECORD INFORMATION PER DOC. NO. 2012042902–O.P.R.W.C.T.
{{ }}	RECORD INFORMATION PER CAB. C, SL. 295–299–P.R.W.C.T.
[ ]	RECORD INFORMATION PER DOC. NO. 2003023918–O.P.R.W.C.T.
[[ ]]	RECORD INFORMATION PER DOC. NO. 2002036837–O.P.R.W.C.T.
* *	RECORD INFORMATION PER VOL. 2287, PG. 296–O.R.W.C.T.

MICHAEL W. & ELAINE I. COPELAND
16.53 AC.
VOL. 2287, PG. 296
O.R.W.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°29'44"W	74.20'
L2	S27°32'47"W	40.45'
L3	S32°32'19"W	81.49'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	17085.73'	554.15'	1°51'30"	S21°02'35"E	554.13'
[[C1]]	17085.73'	554.38'		S22°51'36"E	554.36'
C2	17085.73'	529.57'	1°46'33"	S21°05'04"E	529.55'
[[C2]]	17085.73'			S21°06'28"E	529.32'
C3	17011.73'	509.50'	1°42'58"	S19°17'24"E	509.48'
[C3]	17011.73'	509.39'	1°42'56"	S21°04'40"E	509.37'

BASIS OF BEARINGS: THE NORTH LINE OF THE 28.302 ACRE TRACT OF LAND CONVEYED TO MCGRAW MINERALS, LTD. & JOHN L. ROBERTSON BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012015405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS BEING NORTH 71°01'03" EAST, AS NOTED THEREIN.

SKETCH TO ACCOMPANY FIELD NOTES
OF 40.717 ACRES OUT OF THE WALTER CAMPBELL SURVEY, ABSTRACT NUMBER 3 IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF FIVE TRACTS: "TRACT 1" BEING A 16.987 ACRE TRACT OF LAND CONVEYED TO MCGRAW MINERALS, LTD. AND JOHN L. ROBERTSON BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012015405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 2" BEING THE REMAINDER OF A 28.302 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. BECK AND REBA K. BECK BY INSTRUMENT OF RECORD IN VOLUME 2276, PAGE 275 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 3" BEING A 1.801 ACRE TRACT OF LAND CONVEYED TO JOHN CALHOUN MILLER, TRUSTEE BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2002080057 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 4" BEING A PORTION OF THE REMAINDER OF A 28.30 ACRE TRACT OF LAND CONVEYED TO PATRICK HARDY DUDGEON BY INSTRUMENT OF RECORD IN VOLUME 2276, PAGE 260 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND "TRACT 5" BEING A PORTION OF A 16.422 ACRE TRACT OF LAND CONVEYED TO FROST BANK, KENDALL D. HAMILTON, TRUSTEE BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012042902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

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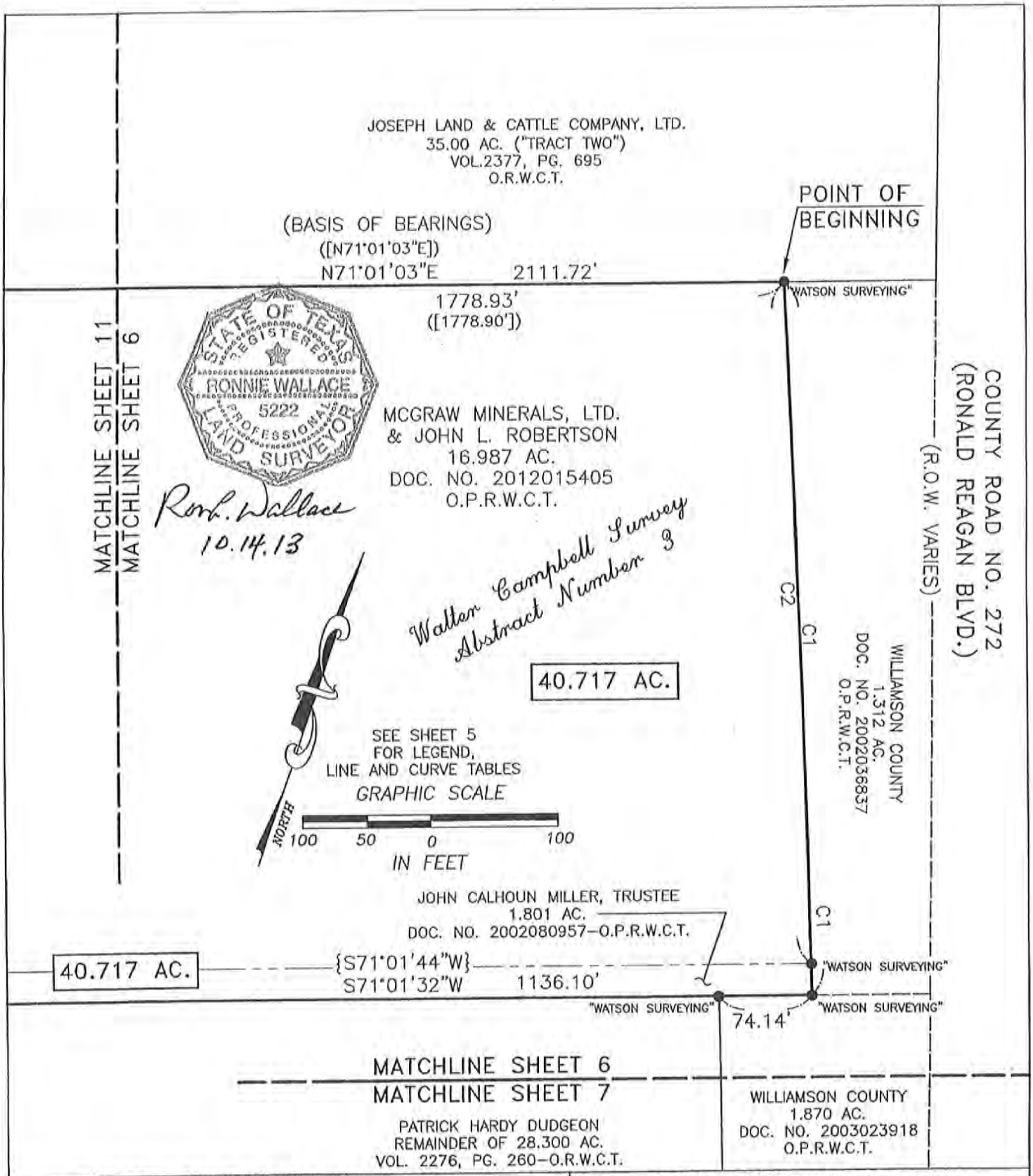
Date: 10/14/13	Checked By: JSL	Drawn By: RLW	



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ron-baseline@austin.rr.com

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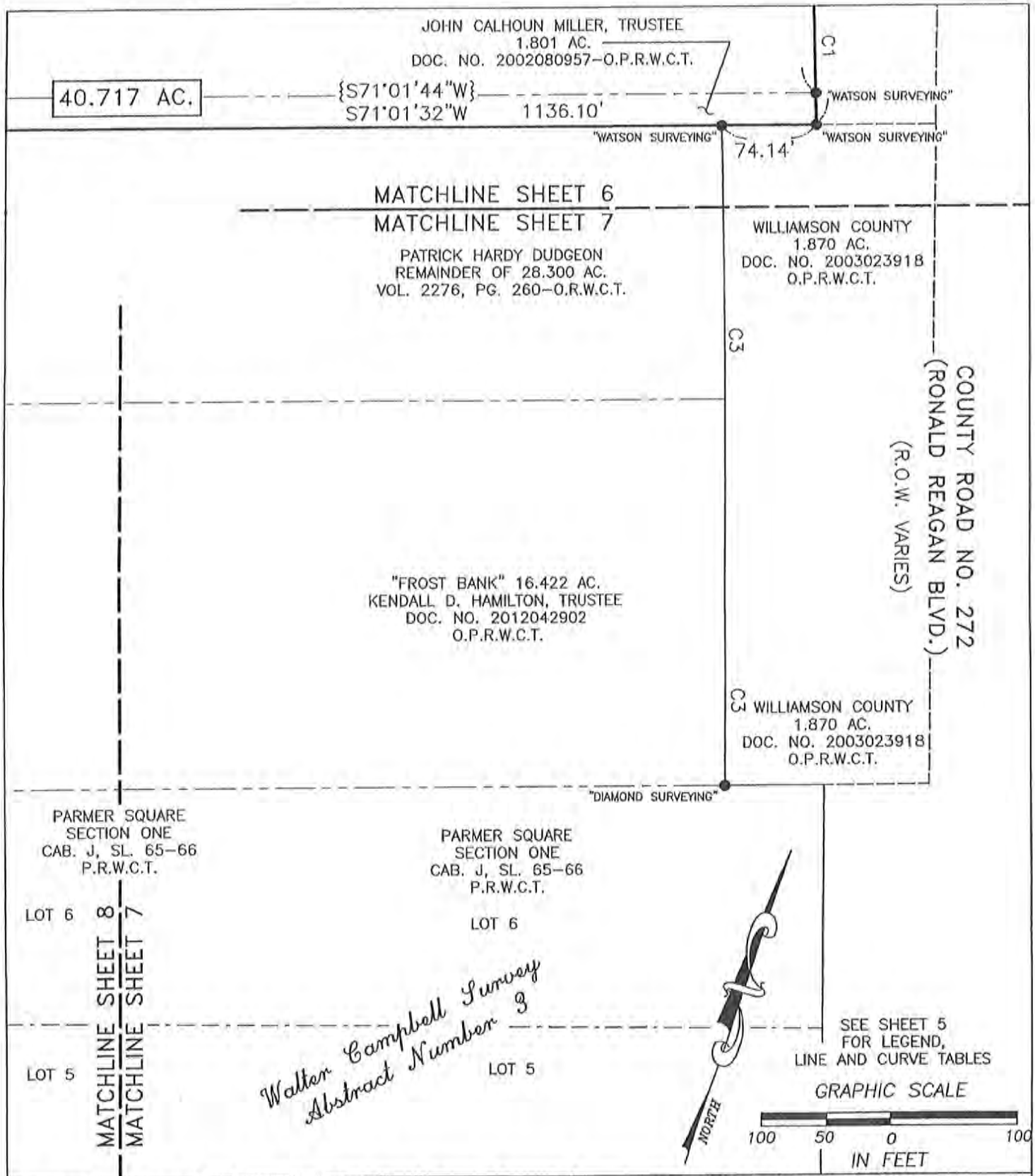

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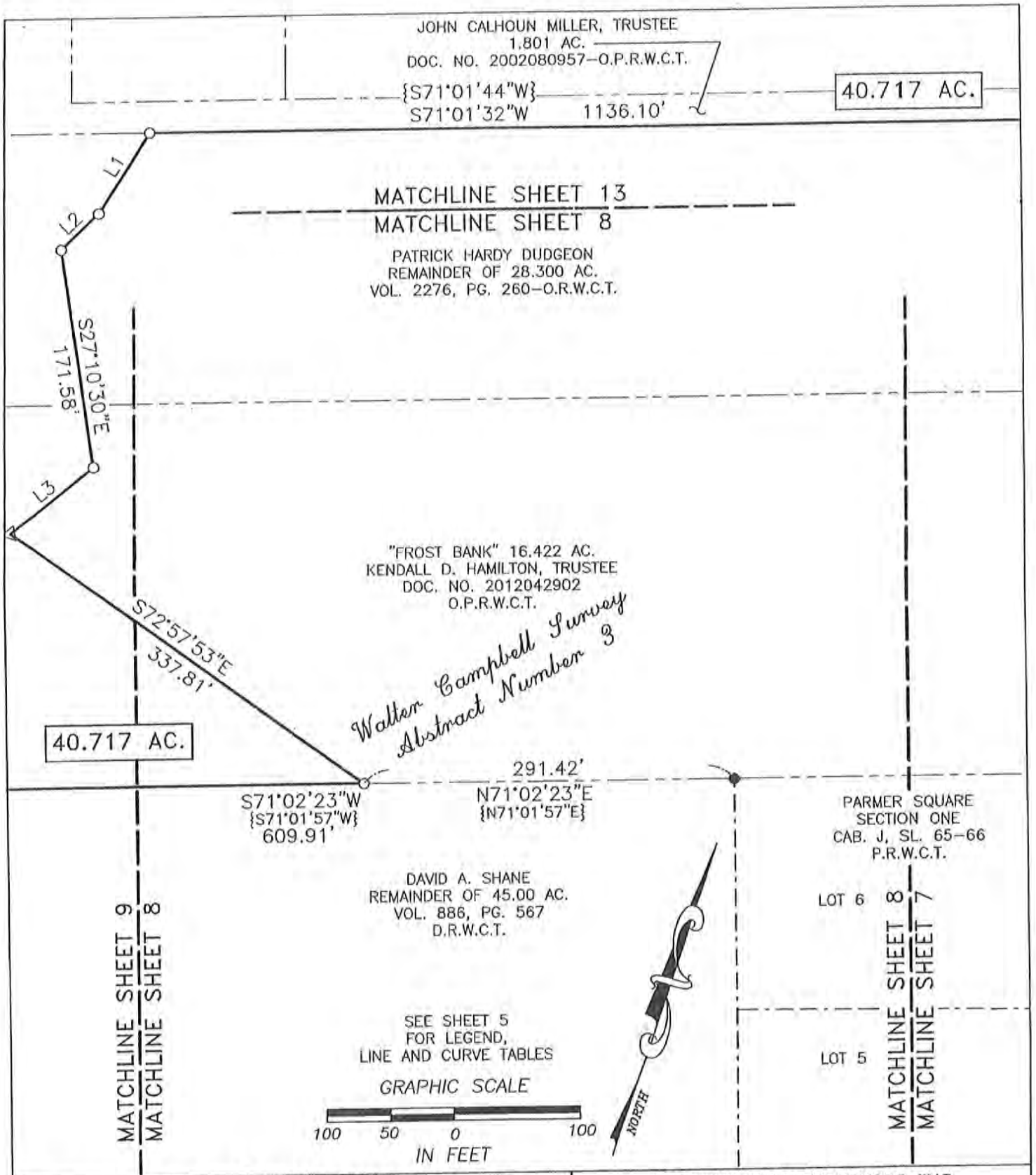

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OF 40.717 ACRES OUT OF THE WALTER CAMPBELL SURVEY, ABSTRACT NUMBER 3 IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF FIVE TRACTS: "TRACT 1" BEING A 16.007 ACRE TRACT OF LAND CONVEYED TO MCGRAW MINERALS, LTD. AND JOHN L. ROBERTSON BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012015405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 2" BEING THE REMAINDER OF A 28.302 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. BECK AND REBA K. BECK BY INSTRUMENT OF RECORD IN VOLUME 2276, PAGE 275 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 3" BEING A 1.801 ACRE TRACT OF LAND CONVEYED TO JOHN CALHOUN MILLER, TRUSTEE BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2002080057 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; "TRACT 4" BEING A PORTION OF THE REMAINDER OF A 28.30 ACRE TRACT OF LAND CONVEYED TO PATRICK HARDY DUDGEON BY INSTRUMENT OF RECORD IN VOLUME 2276, PAGE 260 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND "TRACT 5" BEING A PORTION OF A 16.422 ACRE TRACT OF LAND CONVEYED TO FROST BANK, KENDALL D. HAMILTON, TRUSTEE BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2012042902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

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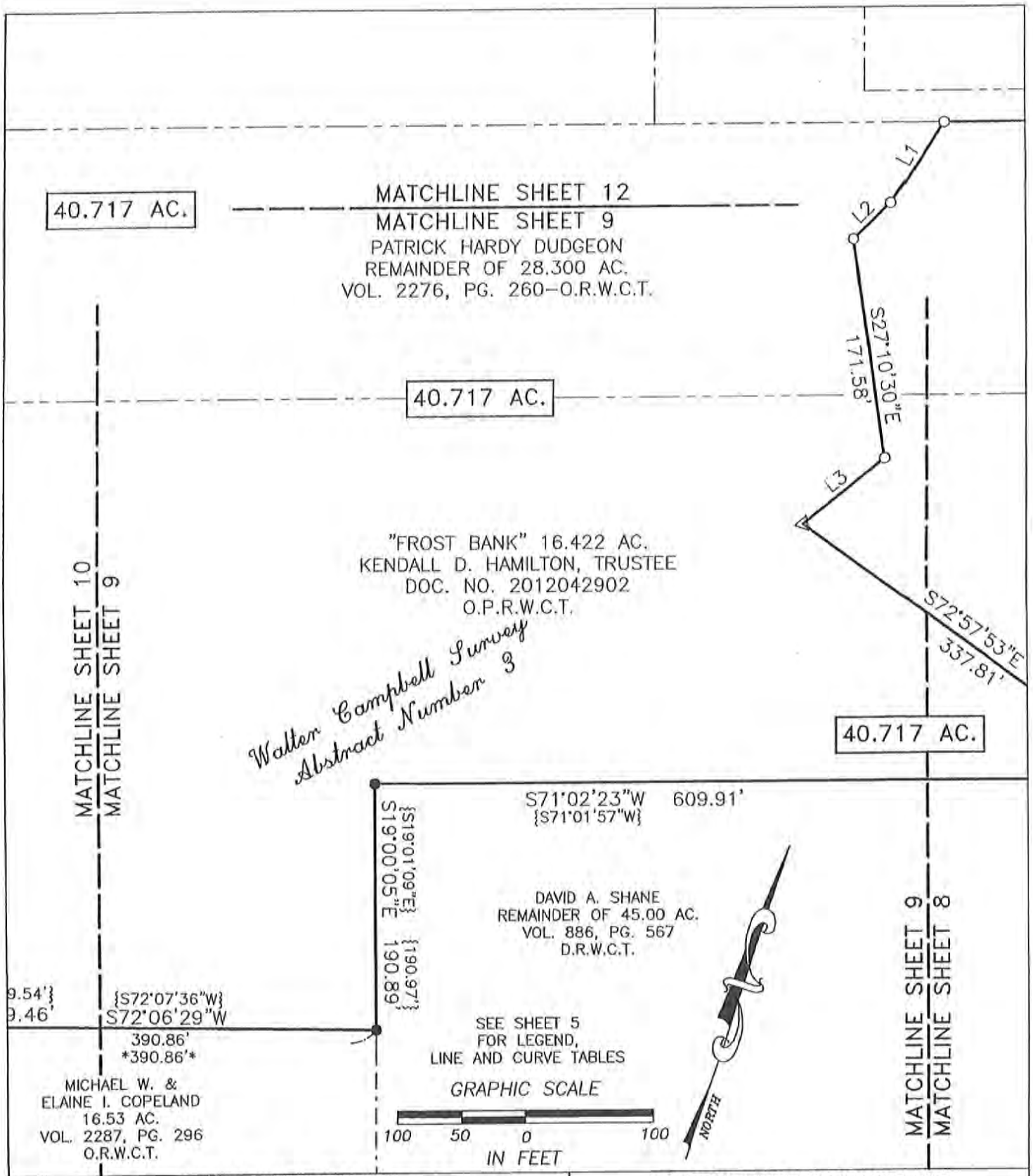

SKETCH TO ACCOMPANY FIELD NOTES
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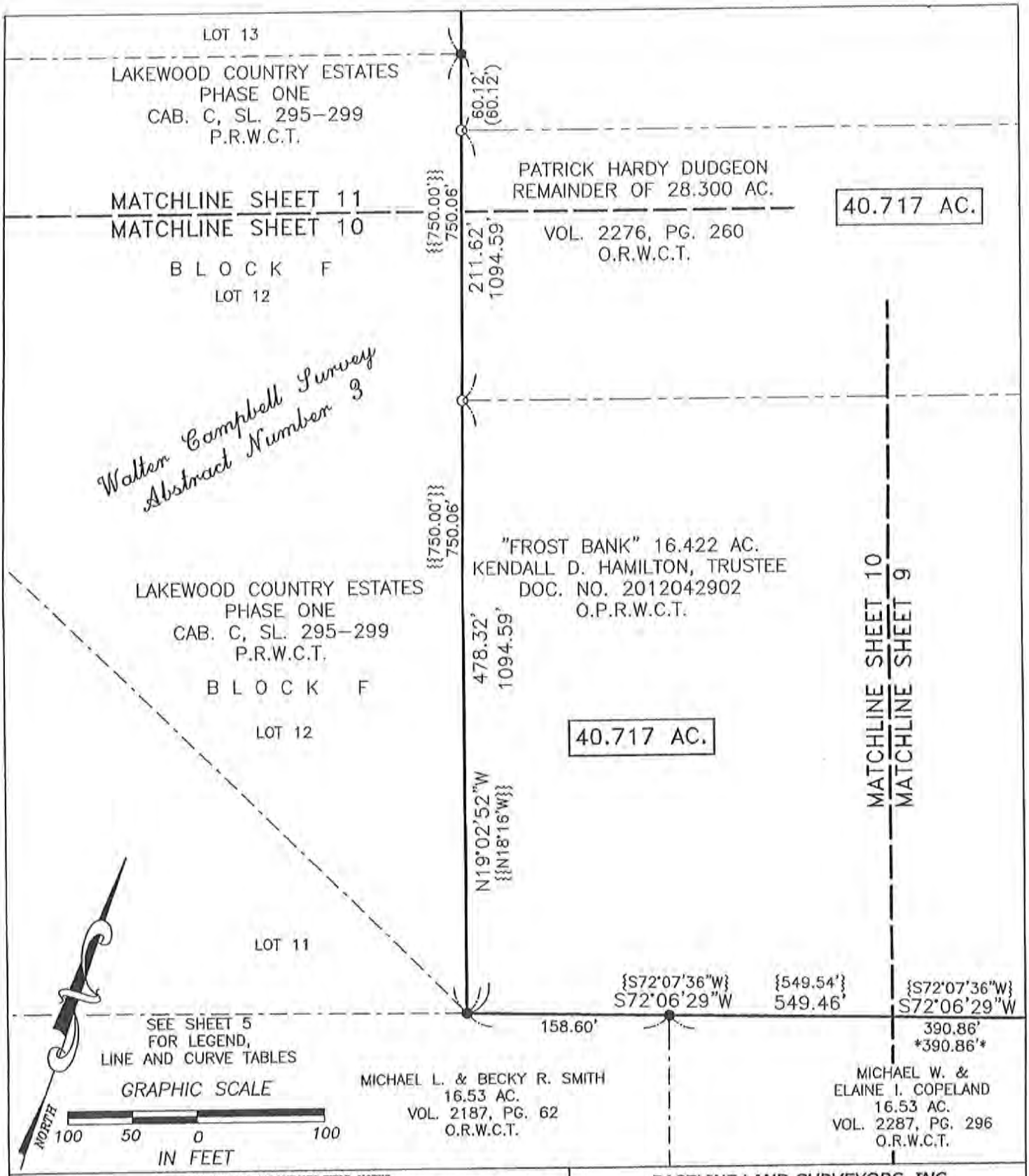

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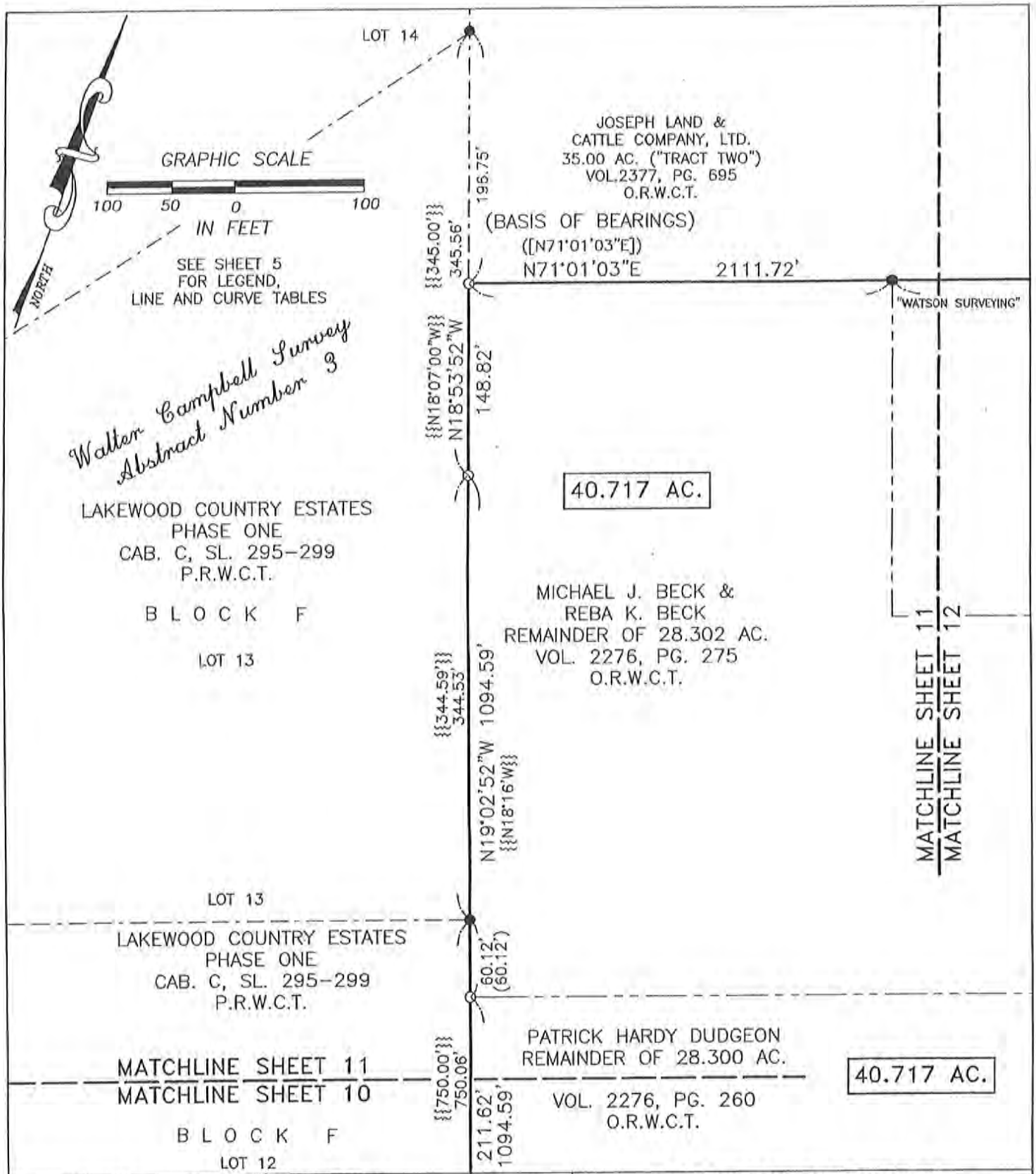

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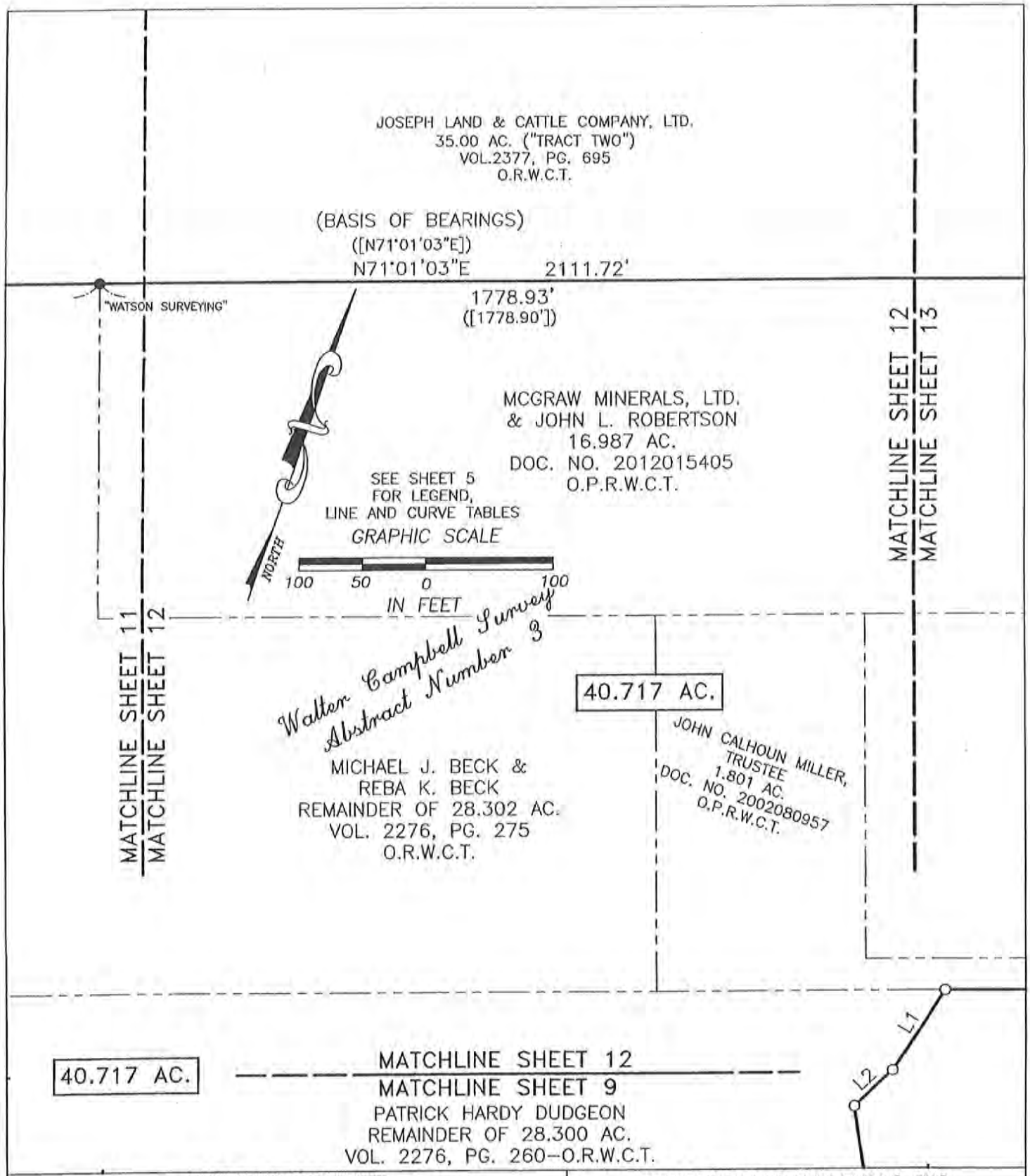

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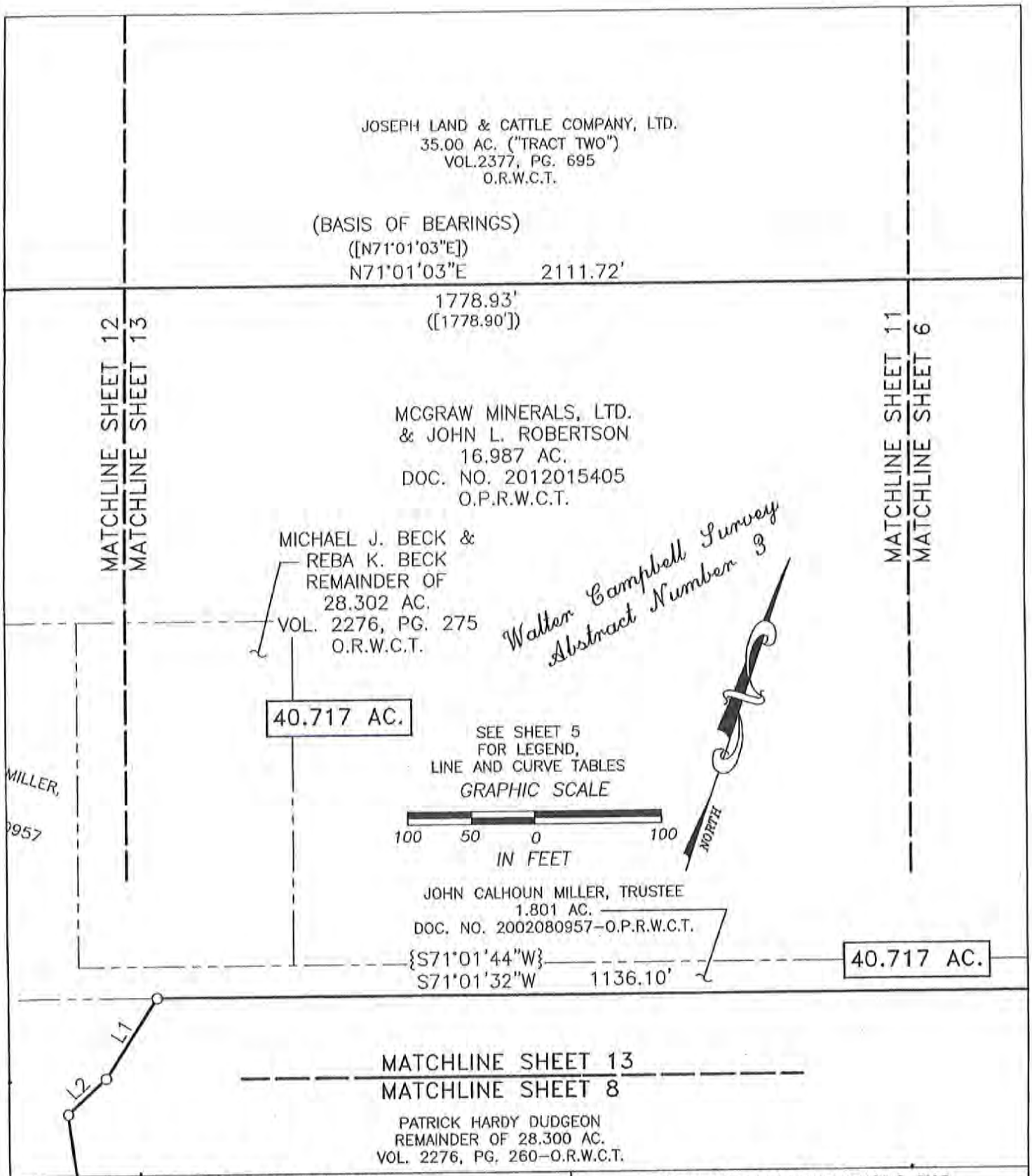

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AGENDA ITEM # 8

Executive Summary

November 21, 2013

Agenda Subject:	Zoning Case 13-Z-021: Hold a public hearing and consider action on the rezoning of seven parcels located 1225 CR 271 and 1255 CR 271, 1601 and 1515 E Woodview Drive; generally located 1,000 feet east from the northeast corner of the intersection of Hwy 183A and E. Woodview Drive; 66.12 acres more or less; Parcels #R031260, R031259, R432795, R432796, R031261, R433136, R031257. Currently, the property is zoned interim SFR-1-B (Single-Family Rural) and interim SFS-2-B (Single-Family Suburban). The property is proposed to be zoned SFC-2-A (Single Family Compact), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Joseph R. Hoover on behalf of Pearson, Samuel & Ida Nell Family Trust, BW & Carlene Pruett Family Trust & Samuel & Ida Nell Family Trust and Pruett BW Jr. Trust & Carlene Pruett Trust of the BW & Carlene Pruett Family Trust, BW & Carlene Pruett Family Trust & Samuel & IDA Nell Pearson Family Trust.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Proposed Zoning Map 4. Aerial Map 5. Letter of Intent 6. Ordinance
Prepared By:	Tom Yantis, AICP Development Services Director 11/12/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-021
1225 & 1255 CR 271
1601 & 1515 E Woodview Drive

GENERAL INFORMATION

Owner: Pearson, Samuel & Ida Nell Family Trust, BW & Carlene Pruett Family Trust & Samuel & Ida Nell Family Trust and Pruett BW Jr. Trust & Carlene Pruett Trust of the BW & Carlene Pruett Family Trust, BW & Carlene Pruett Family Trust & Samuel & IDA Nell Pearson Family Trust.

Current Zoning: Interim SFR-1-B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: SFC-2-A (Single Family Compact)

Size and Location: The property is generally located 1,000 feet east from the northeast corner of the intersection of Hwy 183A and E. Woodview Drive and is 66.12 acres more or less in size.

Staff Contact: Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFS-2-B LI-4-D HI-5-D	Undeveloped City Owned Property Developed Industrial Property Developed Industrial Property
EAST	SFR-1-B SFS-2-B	Established Single-Family Homes Proposed Zoning Case (13-Z-023)
SOUTH	SFS-2-B	Undeveloped Property Zoned for Single-Family Use
WEST	SFR-1-B SFS-2-B	Generations Church Life Church PAC (Premier Athletic Complex)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFC – SINGLE FAMILY COMPACT:

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

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

SITE COMPONENTS:

TYPE 2:

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

Intent:

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

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

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

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

ARCHITECTURAL COMPONENTS:

TYPE A:

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

Intent:

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

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

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

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Ensure the provision of a variety of housing types within the City that will meet the needs of all age, physical acuity, household size, and economic status.

ANALYSIS:

The subject property is currently zoned interim SFR-1-B (Single-Family Rural) and interim SFS-2-B (Single-Family Suburban). This property was part of a large involuntary annexation that was completed on January 17, 2013. The adjacent property to the north is zoned SFS-2-B (Single-Family Suburban) and is currently undeveloped and owned by the City. The properties to the north across RM 2243 are zoned LI-4-D (Light Industrial) district and HI-5-D (Heavy Industrial) district, and are currently established industrial uses. The properties to the east are also currently zoned interim SFR-1-B (Single-Family Rural) district and interim SFS-2-B (Single-Family Suburban) district. Some of the properties to the east also have a pending zone change case for the future development of a residential subdivision. The properties to the south are zoned interim SFS-2-B (Single-Family Suburban) and are largely undeveloped. The properties located to the west include interim SFR-1-B (Single-Family Rural) and interim SFS-2-B (Single-Family Suburban), and currently have the Generations Church, Life Church, and the Premiere Athletic Complex constructed on them. Additionally, Rouse High School is located to the southeast of this property within the interim SFR-1-B (Single-Family Rural) district.

The intent of this use component is to provide for the development of single-family detached dwellings on small lots. In addition, this use component is generally intended to offer a variety of housing opportunities and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

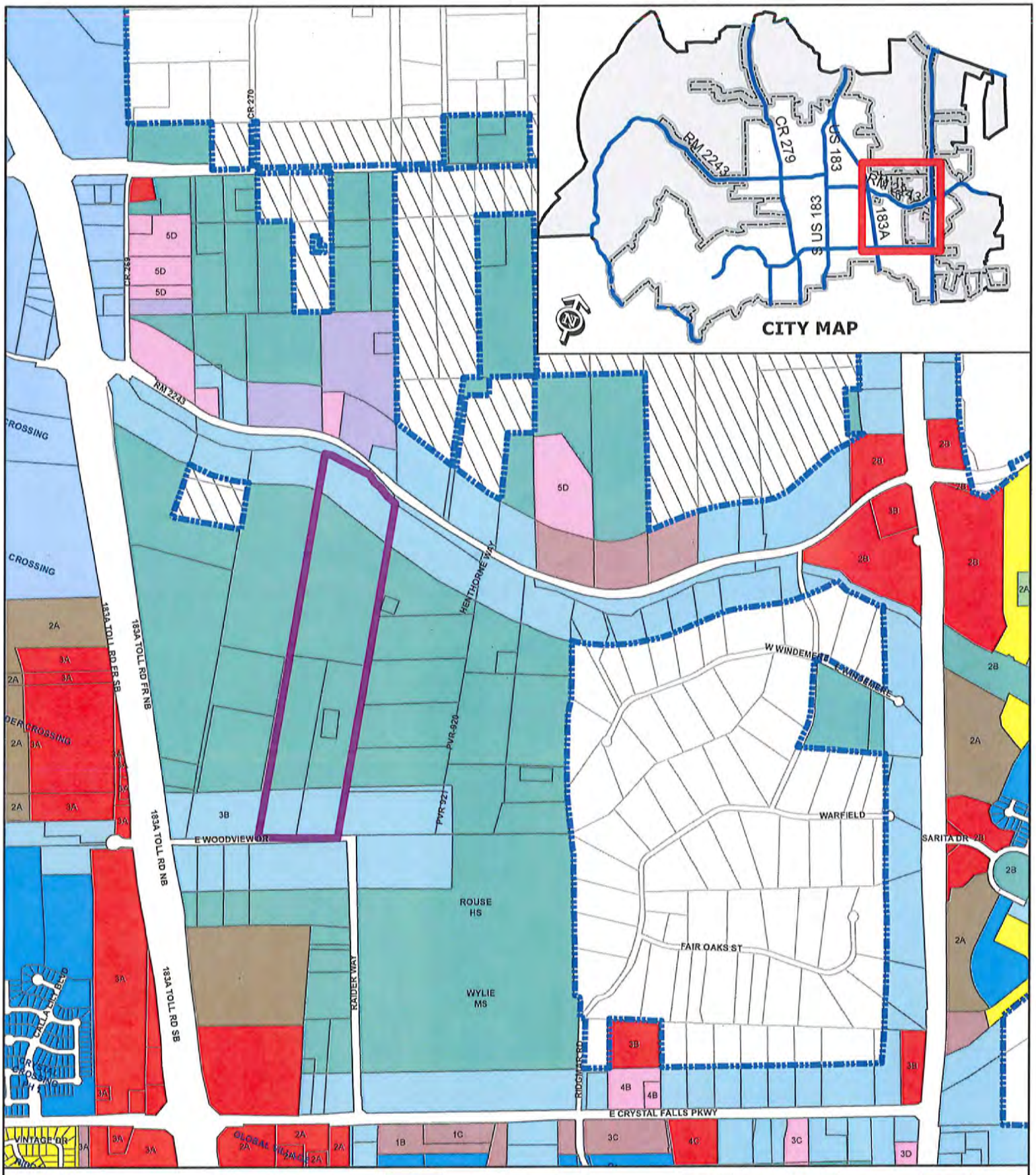
This use component includes following lot size minimums:

Use Component	Interior Lots			Corner Lots		
	Area	Width	Depth	Area	Width	Depth
SFC	5,500 sq. ft.	50'	105'	6,500 sq. ft.	60'	105'

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This property is partially located within a Community Center Node. The Community Center Node is a half mile radius and it encourages garden homes, condominiums, commercial/retail and employment within these nodes. These nodes would reflect the character of the surrounding neighborhoods and might have a more suburban feel.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFC-2-A (Single-Family Compact) district. The requested zoning would be appropriate at this location due to the proposed residential subdivision to the east and the development located to the southeast. The project would have minimal conflicts with the existing churches and athletic complex, and would be consistent with the existing zoning pattern. The proposed zoning request follows the intent statements of the Composite Zoning Ordinance.



ZONING CASE 13-Z-021

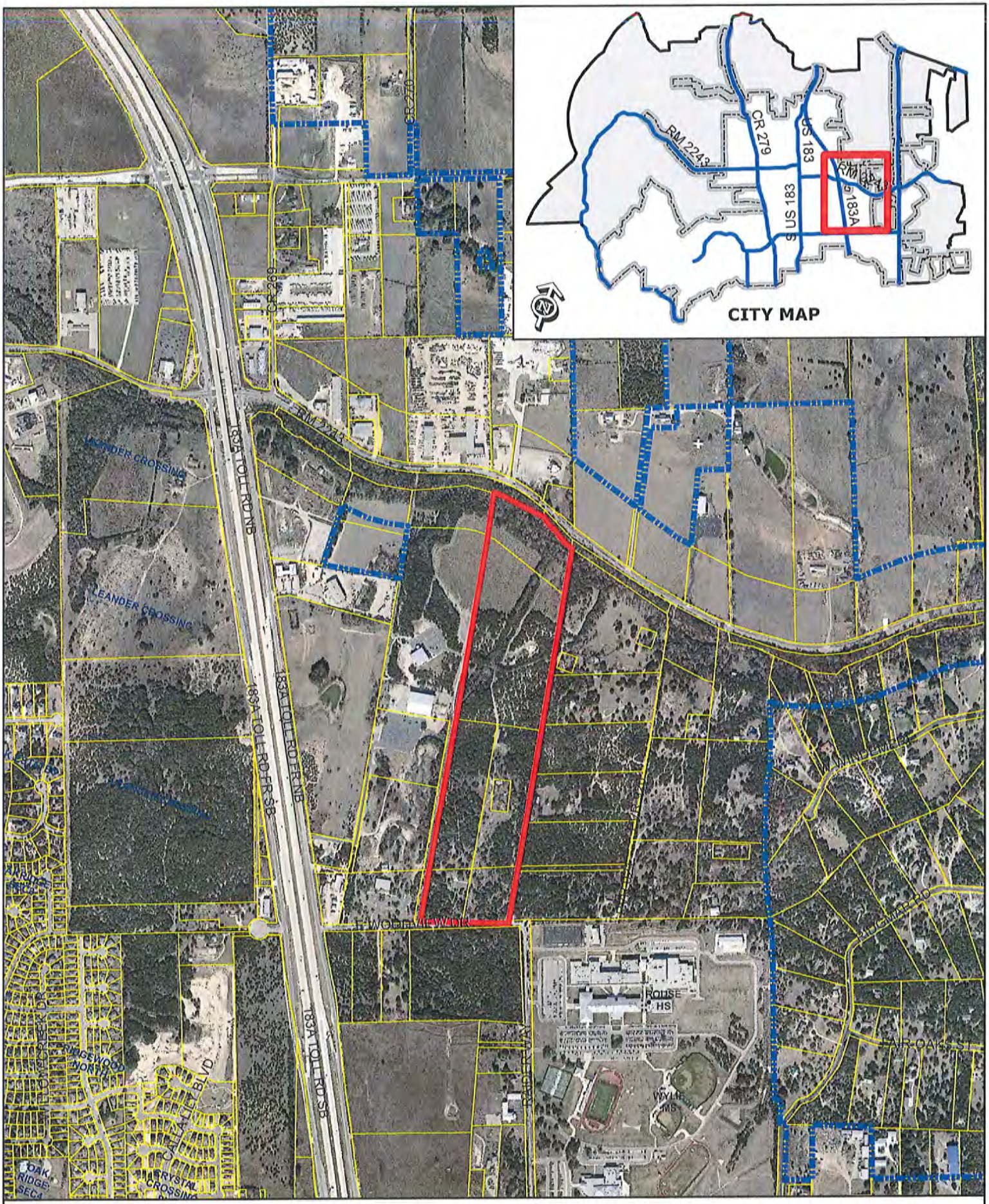
Attachment #2

Current Zoning Map
66 Acres CR 271

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

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

0 400 800
Feet



ZONING CASE 13-Z-021 Attachment #3

Aerial Exhibit - Approximate Boundaries
66 Acres CR 271

0 200
Feet

Subject Property
City Limits

ATTACHMENT 4

Letter of Intent Explaining Requested Zoning Change

The entire property, 66.12 acres, consists of four legal tracts of land with seven individual property ID numbers. Currently, the southern portion located long County Road 271 and the north portion along Brushy Creek is zoned Single-Family Suburban. The property has a zoning classification of Single-Family Rural in the middle of the property.

The applicant is requesting that the entire property be rezoned to SF-C-2-A. The average lots sizes will be 60 feet in width with a minimum depth of 115 feet equating to a minimum lot size of 6,900 square feet. A zoning classification of SF-U was considered although did not meet the minimum lot size due to the depth of the lots having to be 120 feet.

A number of homes sites, including the RidgeMar Landing subdivision, located in the area between US 183-A to the west and Ronald Reagan Boulevard to the east, Crystal Falls Parkway on the south and FM 2243 to the north, consist of lots of one acre or larger. The adjacent property located to the east of the 66.12 acres is in the preliminary stages of being developed as a gated community with lots having a minimum width of 70 feet. It is anticipated that these homes will have an average pricing of $350,000.00. Rezoning the 66.12 acres to SF-C-2-A will provide a diverse mixture of lot sizes for the area that are consistent with Leander's Comprehensive Plan. Home prices will average $300,000.00.

In summary, a rezoning of the property to SF-C-2-A will provide a good transition from existing lot sizes as well as those to be developed in the near future in this eastern quadrant of Leander.

Letter of Intent Explaining Requested Zoning Change

The entire property, 66.12 acres, consists of four legal tracts of land with seven individual property ID numbers. Currently, the southern portion located long County Road 271 and the north portion along Brushy Creek is zoned Single-Family Suburban. The property has a zoning classification of Single-Family Rural in the middle of the property.

The applicant is requesting that the entire property be rezoned to SF-C-1-A. The average lots sizes will be 60 feet in width with a minimum depth of 115 feet equating to a minimum lot size of 6,900 square feet. A zoning classification of SF-U was considered although did not meet the minimum lot size due to the depth of the lots having to be 120 feet.

A number of homes sites, including the RidgeMar Landing subdivision, located in the area between US 183-A to the west and Ronald Reagan Boulevard to the east, Crystal Falls Parkway on the south and FM 2243 to the north, consist of lots of one acre or larger. The adjacent property located to the east of the 66.12 acres is in the preliminary stages of being developed as a gated community with lots having a minimum width of 70 feet. It is anticipated that these homes will have an average pricing of $350,000.00. Rezoning the 66.12 acres to SF-C-1-A will provide a diverse mixture of lot sizes for the area that are consistent with Leander's Comprehensive Plan. Home prices will average $300,000.00.

In summary, a rezoning of the property to SF-C-1-A will provide a good transition from existing lot sizes as well as those to be developed in the near future in this eastern quadrant of Leander.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVEN PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO SFC-2-A (SINGLE-FAMILY COMPACT); 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 parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 66.12 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 1225 & 1255 CR 271 and 1601 & 1515 E. Woodview Drive, Leander, Texas; legally described as 66.12 acres out of the E.D. Harmon Survey, more particularly described in Document Numbers 2003027079, 2006055079, and 2006055078, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R031260, R031259, R432795, R432796, R031261, R433136, and R031257.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to SFC-2-A (Single-Family Compact).

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

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

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

PASSED AND APPROVED on First Reading this the 21st day of November, 2013.
FINALLY PASSED AND APPROVED on this the 5th day of December, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

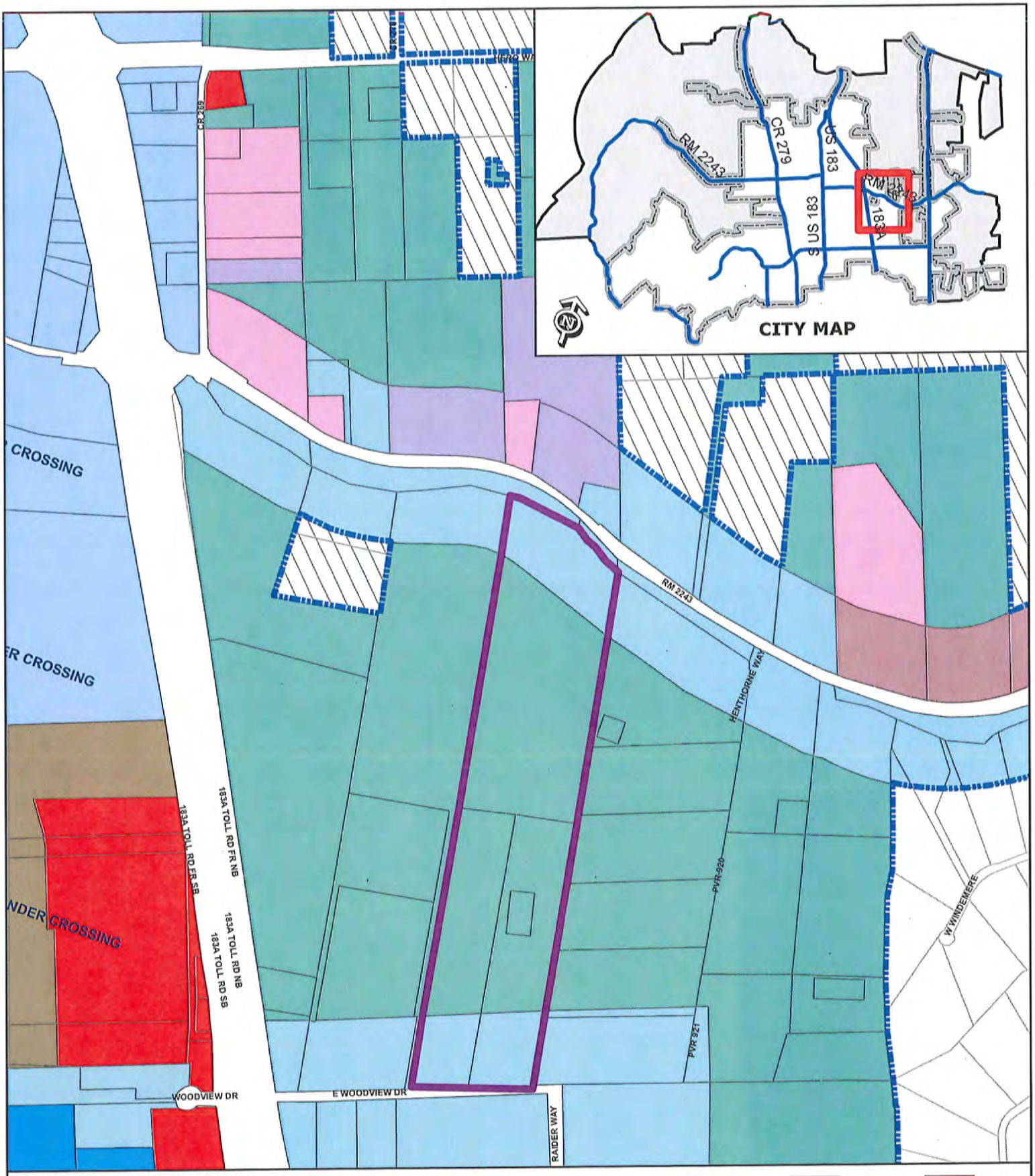


EXHIBIT A

Zoning Case
13-Z-021

66 Acres CR 271

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

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

0 200
Feet

AGENDA ITEM # 9

Executive Summary

November 21, 2013

Agenda Subject:	Zoning Case 13-Z-022: Hold a public hearing and consider action on the rezoning of a parcel located 100 Terry Lane, generally located at the southeast corner of the intersection of CR 279 and Terry Lane; 7.1 acres more or less; Parcel #R433342. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned LI-4-C (Light Industrial) and LI-5-C (Light Industrial); Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Kenneth L and Linda Bartlett on behalf Providence Motors LLC.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed Zoning Map 5. Letter of Intent 6. Letters from Neighborhood 7. Ordinance
Prepared By:	Tom Yantis, AICP Development Services Director 11/12/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-022
100 TERRY LANE

GENERAL INFORMATION

Owner: Providence Motors LLC.

Current Zoning: Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: LI-4-C (Light Industrial)
LI-5-C (Light Industrial)

Size and Location: The property is located at 100 Terry Lane, generally located at the southeast corner of the intersection of CR 279 and Terry Lane and is approximately 7.1 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFR-1-B	Undeveloped Property interim zoned for single-family rural uses
EAST	OCL	Large Lot Residential Properties located outside the City Limits
SOUTH	SFS-2-B	Single-Family Residential
WEST	SFR-1-B SFS-2-B	Undeveloped and Single-Family properties

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:

LI – LIGHT INDUSTRIAL:

Features: Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENTS:

TYPE 4 (non-residential only):

Features: Accessory buildings up to 60% of primary building; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display; substantial outdoor storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 4 site component is intended to be utilized in combination with GC, LI or HI components where appropriate for moderately intense outdoor site requirements and a need to utilize the outdoor site area for significant outdoor display, storage and accessory buildings and similar permitted uses.

(2) This site component is intended only for industrial or heavy commercial uses and may be utilized only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for future development that is compatible with existing residential neighborhoods.
- Establish high standards for development.

ANALYSIS:

The applicant is proposing LI-4-C along the front four hundred (400') feet adjacent to CR 279/Bagdad Road and LI-5-C on the remainder of the property. This property was annexed into the City on November 7, 2002 and was designated interim SFR-1-B until the property owner submitted a zoning application. The property to the east is not located within the City Limits and is currently developed as large lot residential properties. The property to the north is interim zoned SFR-1-B (Single-Family Rural) and is currently undeveloped. The property to the south is interim zoned SFS-2-B (Single-Family Suburban) and is currently developed for single-family. The property west is interim zoned SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban) and are currently undeveloped.

The proposed LI (Light Industrial) use component permits the development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. In addition, all of the uses permitted in the GC (General Commercial) use component are also permitted. Access should be provided by an industrial or commercial collector street.

The proposed Type 4 site component will permit the following:

- All Type 3 Standards (including outdoor fuel sales, carwash, overhead commercial doors)
- Unlimited outdoor display of merchandise
- Outdoor storage and container storage (60% of the gross floor area of the primary building)
- Accessory buildings / structures (60% of the gross floor area of the primary building)

- The combination of outdoor storage and accessory buildings / structures shall not exceed eighty percent (80%) of the gross floor area of the primary building / structure utilizing such.
- Outdoor animal boarding is permitted if combined with a GC or LI use component (required to be at least two hundred feet from any residential district unless such district is utilized for non-residential uses).
- Outdoor entertainment venues involving substantial outdoor facilities, unshielded stadium lighting, noise generation, outdoor amplified sound systems or similar conditions such as golf practice ranges open at night, sports stadiums, amusement parks, rodeo arenas, and similar facilities are permitted as well as minor outdoor facilities such as tennis and basketball courts, track facilities, recreational equipment, play fields, and other similar facilities.
- Accessory dwellings are permitted. Accessory dwellings shall contain a minimum of 400 square feet of living area and a maximum of 900 square feet of living area or 40% of the gross living area of the primary dwelling, whichever is greater. However, for lots greater than three acres in size, there is no limit to the size of the accessory dwelling.

The proposed Type 5 site component permits unlimited outdoor storage and display. This site component is intended for intense commercial and industrial projects that are located within industrial parks.

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This property is not located within a node, but it is situated between a Community Center node and a Neighborhood Center node.

STAFF RECOMMENDATION:

Staff recommends denial of the requested LI-4-C (Light Industrial) and LI-5-C (Light Industrial) districts. The subject property is currently located within a transitional area with a mixture of established residential uses and undeveloped properties. The Comprehensive Plan encourages more intense commercial and higher density projects at major intersections. Approving this request would be a departure from the Comprehensive Plan and would set a precedent for future zoning requests.

ZONING CASE 13-Z-022

Attachment #2

Current Zoning Map
100 Terry Lane

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

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

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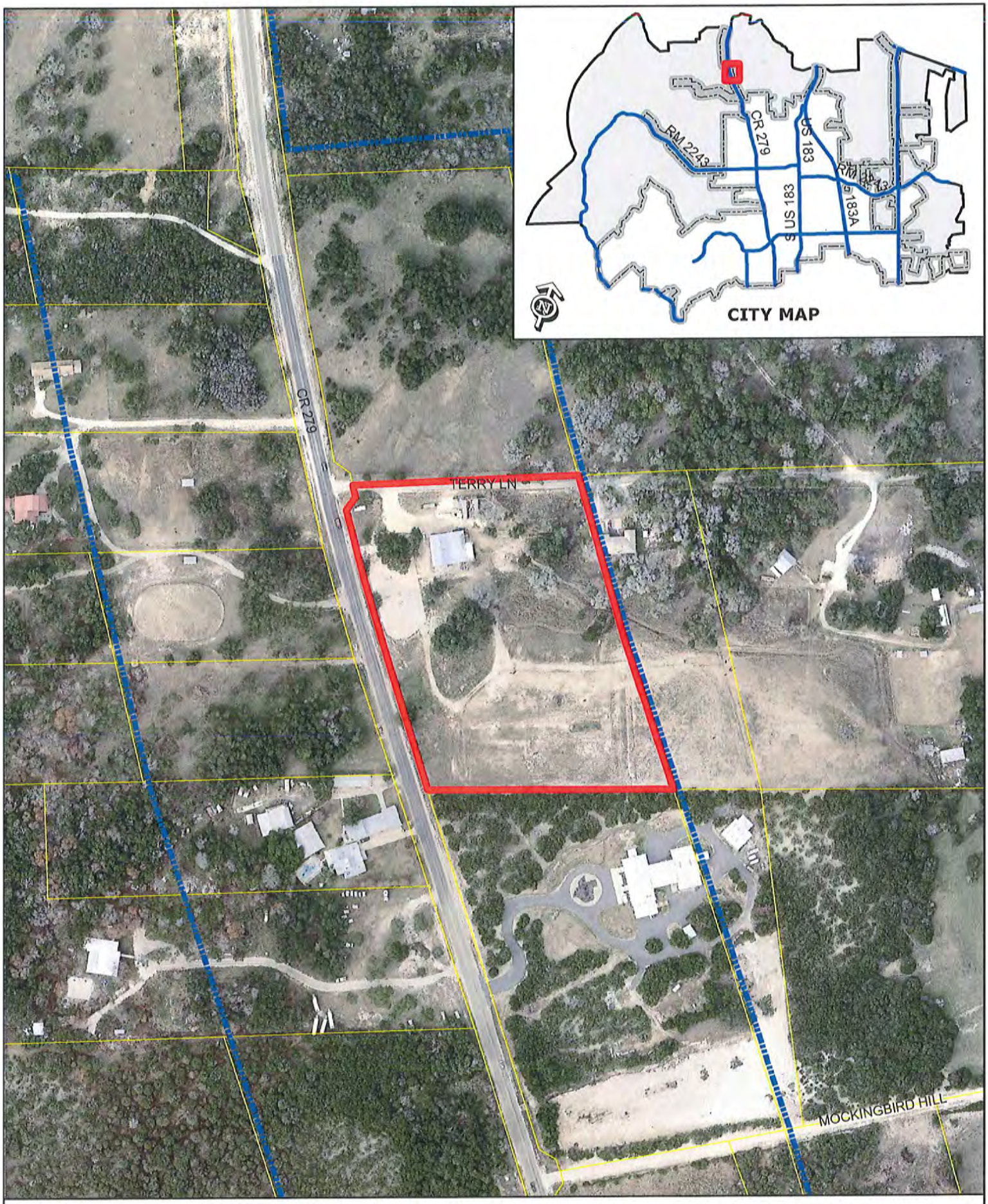
Feet

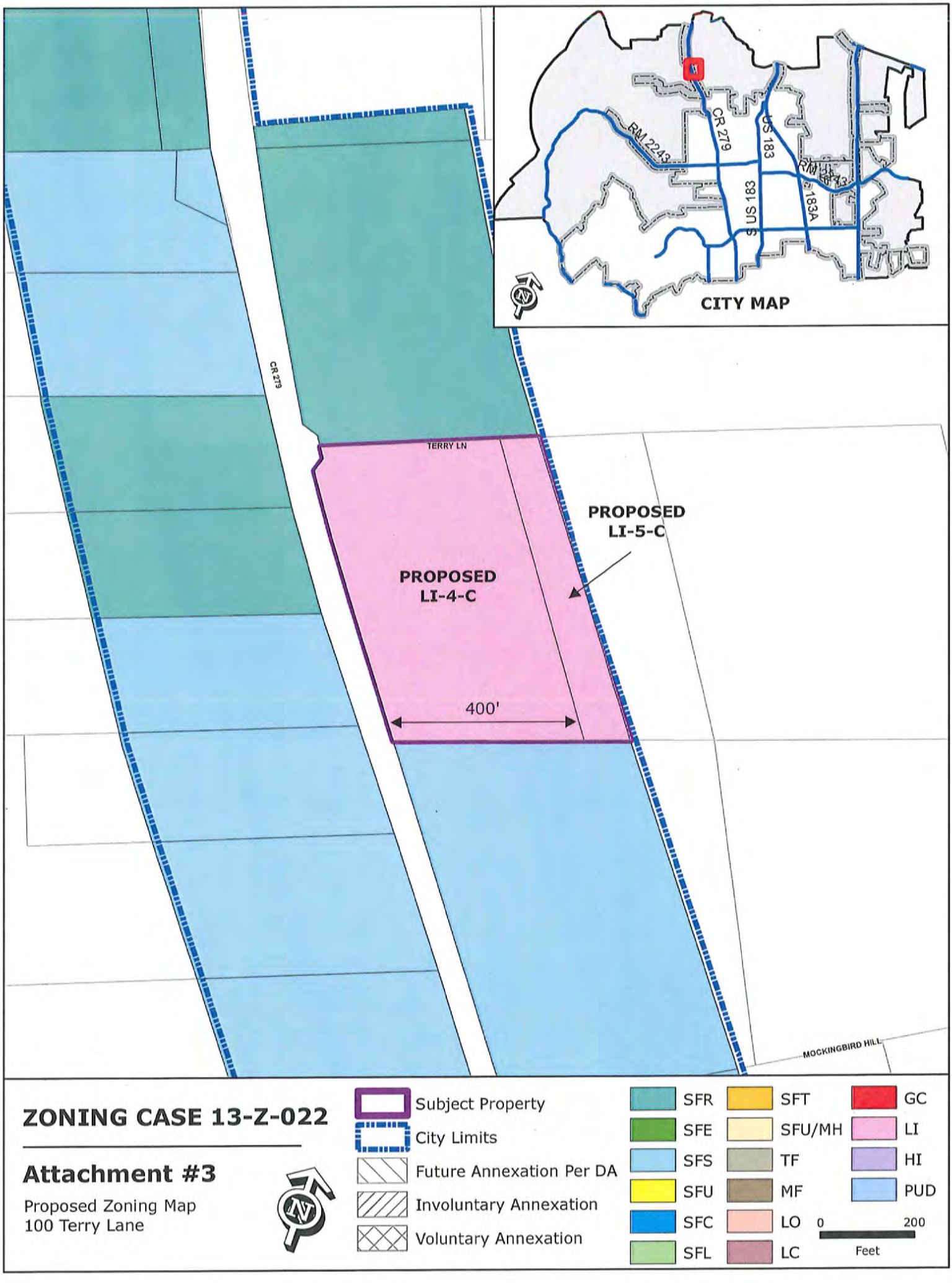


ZONING CASE 13-Z-022 Attachment #3

Aerial Exhibit - Approximate Boundaries
100 Terry Lane

0 200
Feet

Subject Property
City Limits


CITY MAP
RM 2243
CR 279
US 183
S US 183
SH 183A
CR 279
TERRY LN
PROPOSED
LI-5-C
PROPOSED
LI-4-C
400'
MOCKINGBIRD HILL
ZONING CASE 13-Z-022
Attachment #3
Proposed Zoning Map
100 Terry Lane
Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
SFR
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SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD
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Feet

ATTACHMENT 5

LETTER OF INTENT FOR ZONING CHANGE

OCTOBER 14, 2013

RE: 100 TERRY LANE, LEANDER TEXAS 78641

PARCEL # Aw0134 COCHRAN, C. SUR. ACRES 7.1

TO WHOM IT MAY CONCERN,

WE ARE REQUESTING A ZONING CHANGE TO LI-C-4 FOR THE FIRST 400 FEET FROM COUNTY ROAD 279 AND LI-C-5 FOR THE REMAINING FOOTAGE AT THE BACK OF THE PARCEL.

CURRENTLY THE PROPERTY IMPROVEMENTS ARE GRANDFATHERED. IT HAS BEEN USED AS A BOARDING STABLE FOR MANY YEARS PRIOR TO AND AFTER THE ANNEXATION BY THE CITY OF LEANDER. THE ZONING REQUEST TO SITE TYPE 4 AND 5 ALLOW ANIMAL BOARDING WHILE SITE TYPE 1-3 DO NOT, AND WE INTEND TO CONTINUE TO USE SOME OF THE PROPERTY FOR BOARDING. WHILE WE HAVE NO IMMEDIATE INTENT TO DEVELOP THE PROPERTY AT THIS TIME, WE ARE LOOKING AT THE FUTURE AND SEE THE NEED FOR SERVICES SUCH AS A CAR WASH, STORAGE / WAREHOUSE FACILITY, RV STORAGE, VETERINARY SERVICES, OR OTHER SERVICES ALONG THE CR 279 CORRIDOR THAT WILL BE ALLOWED UNDER OUR ZONING CHANGE REQUEST.

RESPECTFULLY YOURS,

KENNETH L. BARTLETT AND LINDA M. BARTLETT

ES Johnson
~~4051 CR 279~~ 4000 CR 279
Leander, TX 78641
512-755-5438

City of Leander
Planning and Zoning Commission
PO Box 319
Leander, TX 78646-0319

Subject: Rezoning Case #13-022
100 Terry Lane, Leander, TX 78641
From Rural Residential to Industrial

Dear Commission Members,

I live directly across the road from the subject property in Bagdad Estates on lot # 2.

I am opposed to the re-zoning of the subject property. An Industrial zoned property in the middle of and in front of my home is just not appropriate at this location.

Please deny this proposed zoning change and allow the property to remain as zoned, Rural Residential.

Respectfully yours,

Enoch Johnson
4000 CR 279
ES Johnson

Alynette & Chuck Farley
4050 CR 279
Leander, TX 78641
512-289-1578

November 3, 2013

City of Leander Planning and Zoning Commission
PO Box 319
Leander, TX 78646-0319

Subject: Zoning Case #13-Z-022, Rural Residential to Industrial
100 Terry Lane, Leander, TX 78641

We oppose the subject change in zoning to Industrial.

Correction to the letter that was sent by the city the subject property is not currently zoned **Interim SF-1-B** but was re-zoned after annexation and has been formally changed to **Single Family Rural**; allowing horses and residential use. This was done in compliance with the City of Leander's Composite Zoning Ordinance, and is shown on the city zoning map.

Our property is **OWNER-OCCUPIED** and is directly across the street from the subject lot. We also changed the zoning of our two lots, (#3 & 4 of Bagdad Estates) upon annexation from Interim R1 to **Single Family Rural** to comply with the city ordinance and its current developed use: a personal residence and a barn allowing horses, one per acre. We have horses.

In fact ALL properties around this lot are currently OWNER OCCUPIED single family homes on lots ranging from 5-20 acres. Placing an Industrial property **in the middle** of fully developed residential lots just NOT in keeping with intent of the City of Leander's Composite Zoning Ordinance. Terry Lane is a private road servicing two residences and is also the location of the school bus stop; elementary school age kids walk down Terry Lane to catch the bus at the corner of Bagdad Road (CR 279).

The current owners of the subject lot of are out of area investors, not-owner occupied: They have leased the house with a barn and it has been used as a horse training facility since their purchase approximately 6 years ago.

We do not want a truck or car repair shop, vehicle storage yard, or worse yet a **sexually oriented business** or **Hookah Lounge** next to our home or along a road that school age children walk to get the bus. All of which are uses allowed in the proposed zone LI-4-5 Industrial.

Please do not allow this zoning change, the zoning needs to remain as Single Family Rural.

Respectfully,

Alynette Farley, CR Farley

Alynette and Charles Farley

Robin Griffin

From: CLAY HOGE [redacted]
Sent: Monday, November 11, 2013 11:04 AM
To: Robin Griffin
Subject: Letter of opposition

To: Leander city Counsel,

This letter is to express our opposition to the proposal to designate land on Terry Lane to Light Industrial. We have lived at 200 Terry Lane since 1993. Last year our house burnt to the ground and we are approximately three quarters of the way finished with building a new one. We would have to enter our property right where the light industrial is proposed. The individual who owns the property at 100 Terry lane uses it for rental property, therefore would not have to put up with whatever is built/opened at that location. He has never resided there, so I see no reason why he would start now. My wife and I strongly oppose this proposal and would ask that you Disapprove it.

Thank you for your consideration of this matter,

Clay & Nancy Hoge
200 Terry Lane
Leander Tx. 78641

Phone: 512-461-6470

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVEN PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO LI-4-C (LIGHT INDUSTRIAL) AND LI-5-C (LIGHT INDUSTRIAL); 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 parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 7.1 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 100 Terry Lane, Leander, Texas; legally described as 7.1 acres out of the C. Cochran Survey, more particularly described in Document Number 2007040969, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R433342.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to LI-4-D (Light Industrial) for the first four hundred (400') feet from Bagdad Road and LI-5-C (Light Industrial) for the remaining property as shown in Exhibit A.

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

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

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

PASSED AND APPROVED on First Reading this the 21st day of November, 2013.
FINALLY PASSED AND APPROVED on this the 5th day of December, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

EXHIBIT A

Zoning Case 13-Z-022

100 Terry Lane

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

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

0 200
Feet

AGENDA ITEM # 10

Executive Summary

November 21, 2013

Agenda Subject:	Zoning Case 13-Z-023: Hold a public hearing and consider action on the rezoning of eleven parcels located 8761 and 8771 RM 2243, generally located ¾ of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243; 85.037 acres more or less; Parcels #R031304, R031369, R031370, R031371, R432798, R433132, R383410, R031305, R031368, R031303, R031302. Currently, the property is zoned interim SFR-1-B (Single-Family Rural) and interim SFS-2-B (Single Family Suburban) . The property is proposed to be zoned SFE-2-B (Single Family Estate) and SFU-2-B (Single Family Urban) Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Brian Birdwell on behalf of Weldon Stephen and Tammy Walker, and NK Land Investments LLC.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed Zoning Map 5. Letter of Intent 6. Ordinance
Prepared By:	Tom Yantis, AICP Development Services Director 10/23/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-023
8761 and 8771 RR 2243

GENERAL INFORMATION

Owner: Weldon Stephen Walker and Tammy Walker

Current Zoning: Interim SFR-1-B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: SFU-2-B (Single-Family Urban)
SFE-2-B (Single-Family Estate)

Size and Location: The property is generally located ¾ of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243; 85.037 acres more or less in size.

Staff Contact: Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFS-2-B SFR-1-B LC-2-B LI-5-D	The Ridge Fellowship Church The Ridge Fellowship Church Undeveloped Property zoned for Local Commercial Developed Industrial Property
EAST	SFS-2-B OCL	Undeveloped Property City ETJ with established homes (Ridgmar Landing)
SOUTH	SFS-2-B SFR-1-B	Rouse High School Rouse High School
WEST	SFR-1-B SFS-2-B	Undeveloped Residential Property

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFE – SINGLE FAMILY ESTATE:

Features: 12,000 sq. ft. lot min.; 1,600 sq. ft. living area min.

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

SFU – SINGLE FAMILY URBAN:

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

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

SITE COMPONENTS:

TYPE 2:

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

Intent:

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

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

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

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

ARCHITECTURAL COMPONENTS:

TYPE B:

Features: 85% masonry 1st floor, 50% overall; 4 or more architectural features.

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.

ANALYSIS:

The subject property is currently zoned interim SFR-1-B (Single-Family Rural) and interim SFS-2-B (Single-Family Suburban). This property was part of a large involuntary annexation that was completed on January 17, 2013. The properties to the north are zoned SFS-2-B (Single-Family Suburban) district and SFR-1-B (Single-Family Rural) district where The Ridge Fellowship Church is currently located; and LC-2-B (Local Commercial) district and LI-5-D (Light Industrial) district which are currently undeveloped. There is a proposed RV and boat storage facility planned for the LI-5-D portion of the property. The properties to the east include undeveloped interim SFS-2-B (Single-Family Suburan) zoning and property that is also located within the City ETJ. The properties within the City ETJ contain established large lot single family homes located in the Ridgmar Landing Subdivision. The properties to the south are zoned SFS-2-B (Single-Family Suburban) district and SFR-1-B (Single-Family Rural) district where Rouse High School is located. The properties located to the west include interim SFR-1-B (Single-Family Rural) district and interim SFS-2-B (Single-Family Suburban), and are currently slated for future residential development with a pending zoning change case.

The intent of the SFE use component is to provide for the development of single-family detached dwellings on large lots. This use component is proposed adjacent to the existing Ridgmar Landing neighborhood and will provide a transition to the proposed smaller lots to the west. In addition, the intent of the SFU use component is to provide for the development of single-family detached dwellings on moderate urban standard sized lots. The purpose of these two use components is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with large and moderate lot sizes.

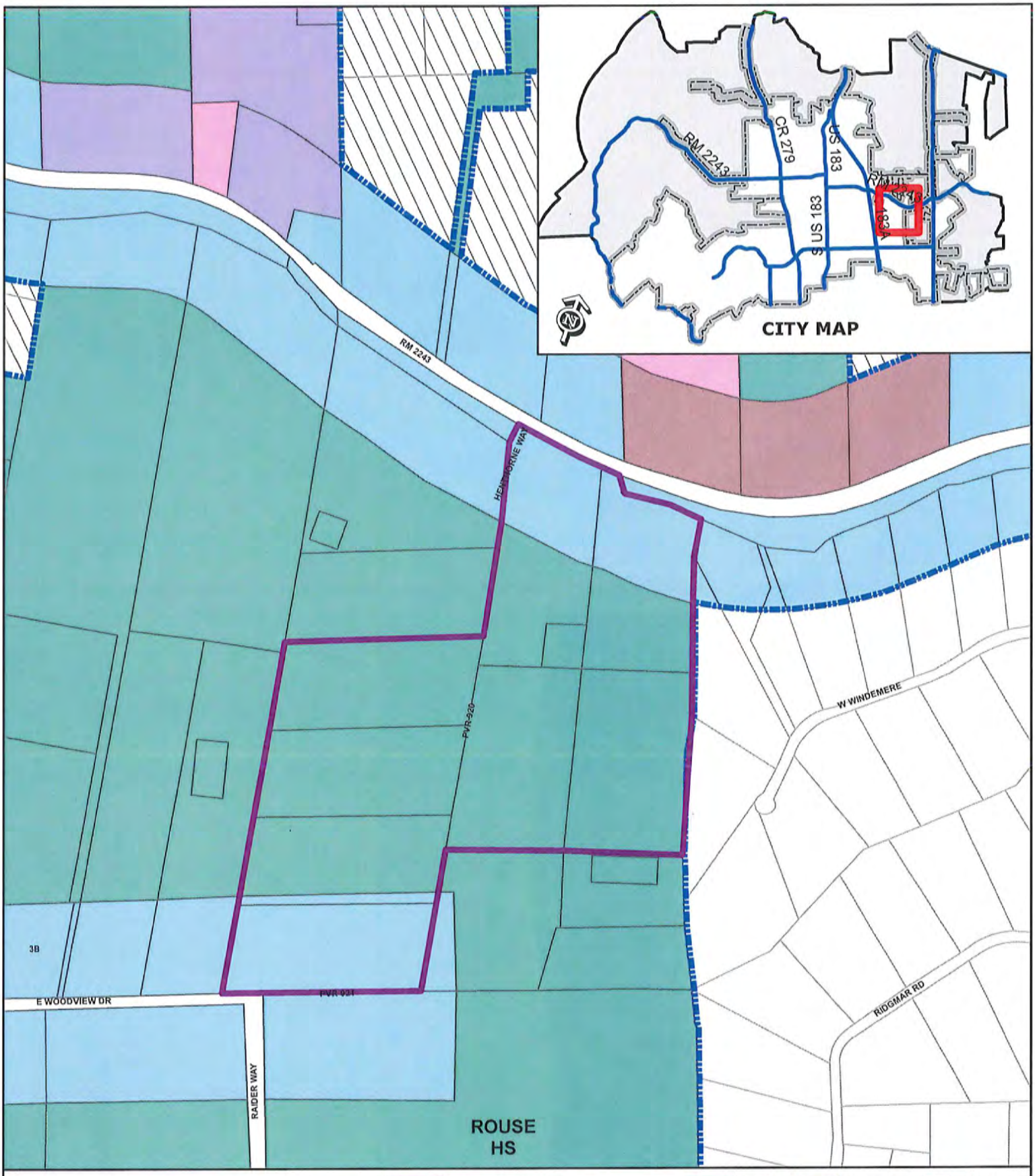
These use components includes following lot size minimums:

Use Component	Interior Lots			Corner Lots		
	Area	Width	Depth	Area	Width	Depth
SFU	7,200 sq. ft.	60'	110'	8,000 sq. ft.	70'	110'
SFE	12,000 sq. ft.	80'	120'	13,000 sq. ft	90'	120'

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. A portion of this property is located within a Neighborhood Center node, which encourages the location of basic retail services.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFU-2-B (Single-Family Suburban) district and SFE-2-B (Single-Family Estate) district. The requested zoning would be appropriate at this location due to the proposed residential subdivision to the west and the high school located to the south. The project would have minimal conflicts with the other existing uses, and would be consistent with the existing zoning pattern. The proposed zoning request follows the intent statements of the Composite Zoning Ordinance.



ZONING CASE 13-Z-023

Attachment #2

Current Zoning Map
Rouse Tract

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

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

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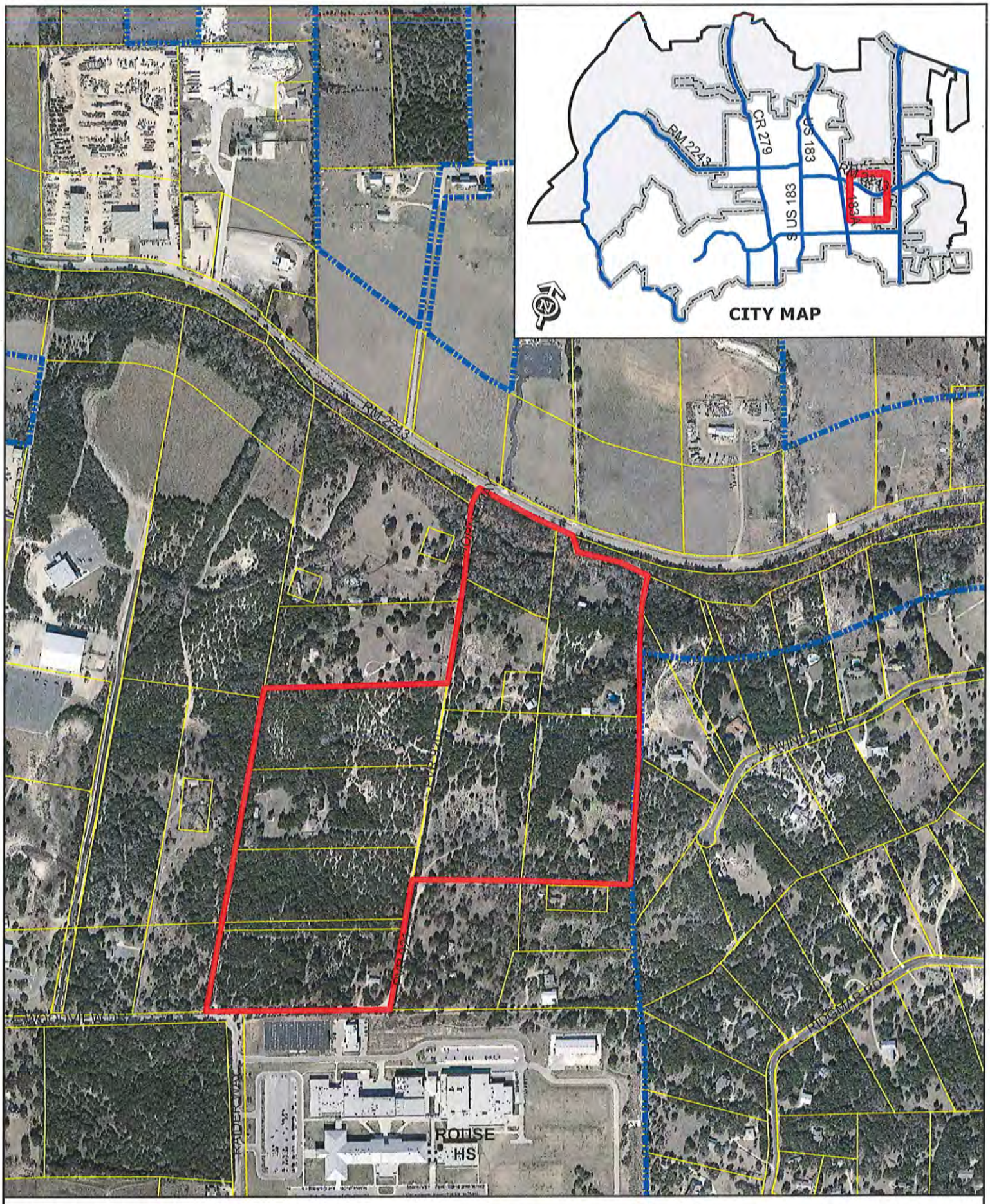
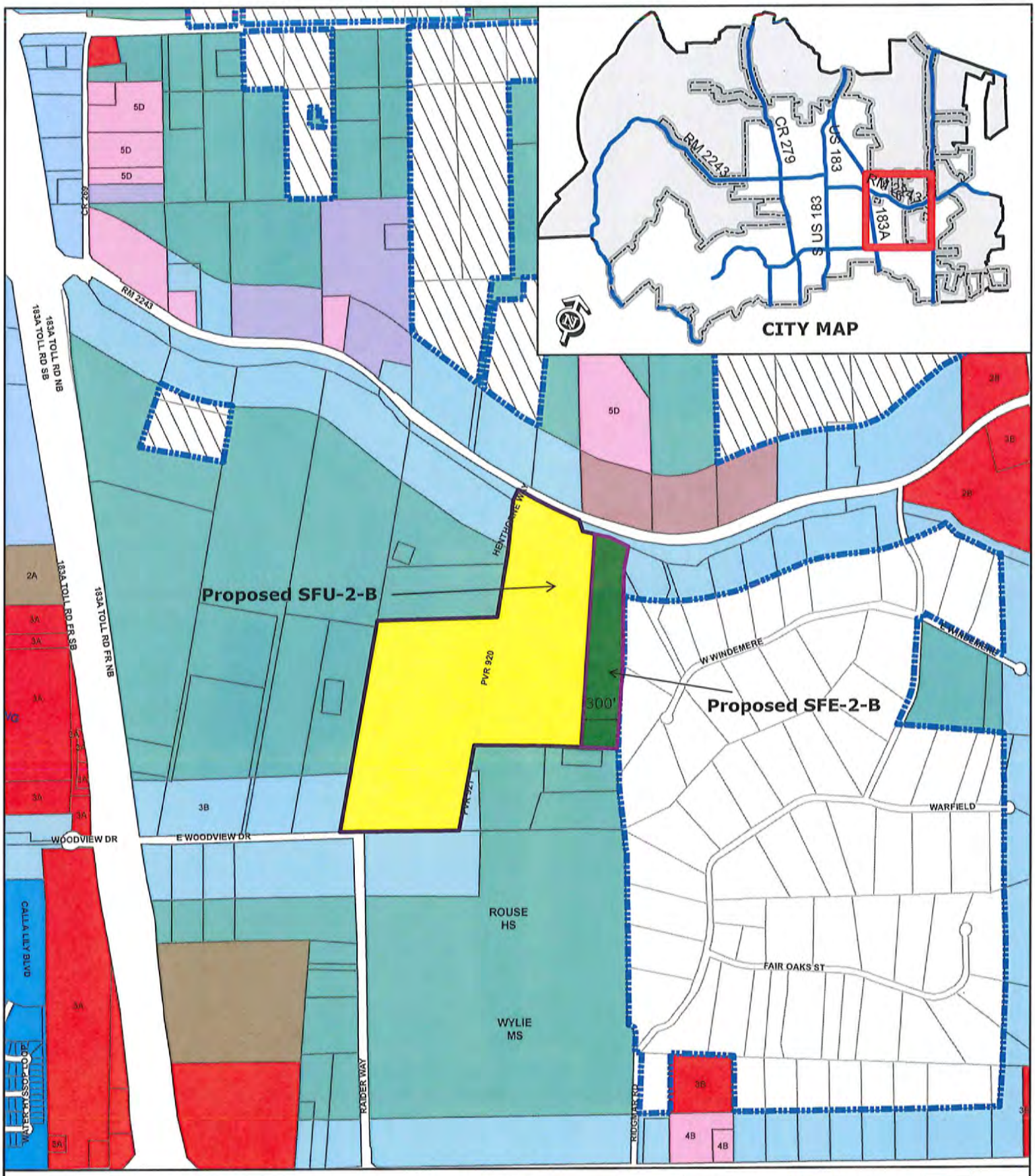


ZONING CASE 13-Z-023 Attachment #3

Aerial Exhibit - Approximate Boundaries
RM 2243

0 200
Feet

Subject Property
City Limits



ZONING CASE 13-Z-023

Attachment #4

Current Zoning Map
Rouse Tract

Subject Property

- Proposed SFE-2-B
- Proposed SFU-2-B
- City Limits
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

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

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Feet

ATTACHMENT 5

VISION 360

October 4, 2013

Ms. Robin Griffin
City of Leander Planning Department
104 North Brushy Street
Leander, TX 78646

Re: Rouse Tract Re-zoning

Dear Ms. Griffin,

Please accept this letter, along with the enclosed zoning change application, as our formal request to change the zoning on the Rouse Tract, comprised of a 75.28 acre tract owned by NK Land Investments, LLC and a 10.00 acre tract owned by Weldon Stephen Walker and Tammy Walker.

Currently, the property has SFR zoning on the majority of the property with the most northern and most southern portions of the property being zoned SFS, according to the City of Leander zoning map dated August 9, 2013.

We are requesting to change the zoning on the eastern 300 feet of the property to SFE which will provide a transition between the existing larger lots to the east and a higher density for the remaining Rouse tract of SFU. We believe that with Rouse High School located immediately to the south of the property and RM 2243 on the north end of the property with commercial zoning on the north side of the road, the proposed zoning is appropriate for the area.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Brian Birdwell
Authorized Agent

Phone (512) 394-6022
Fax (512) 394-6023

12809 Wooded Lake Ct
Austin, TX 78732-2391

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ELEVEN PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO SFE-2-B (SINGLE-FAMILY ESTATE) AND SFU-2-B (SINGLE-FAMILY URBAN); 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 parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 85.037 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 8761 & 8771 RM 2243, Leander, Texas; legally described as 85.037 acres out of the E.D. Harmon Survey, more particularly described in Document Numbers 1992013162, 2013088279, 2013088281, 2013088282, 2013088280, 2013088277, 2013088278, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R031304, R031369, R031370, R031371, R432798, R433132, R383410, R031305, R031368, R031303, and R031302.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to SFU-2-B (Single-Family Urban) and SFE-2-B (Single-Family Estate).

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

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

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

PASSED AND APPROVED on First Reading this the 21st day of November, 2013.
FINALLY PASSED AND APPROVED on this the 5th day of December, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

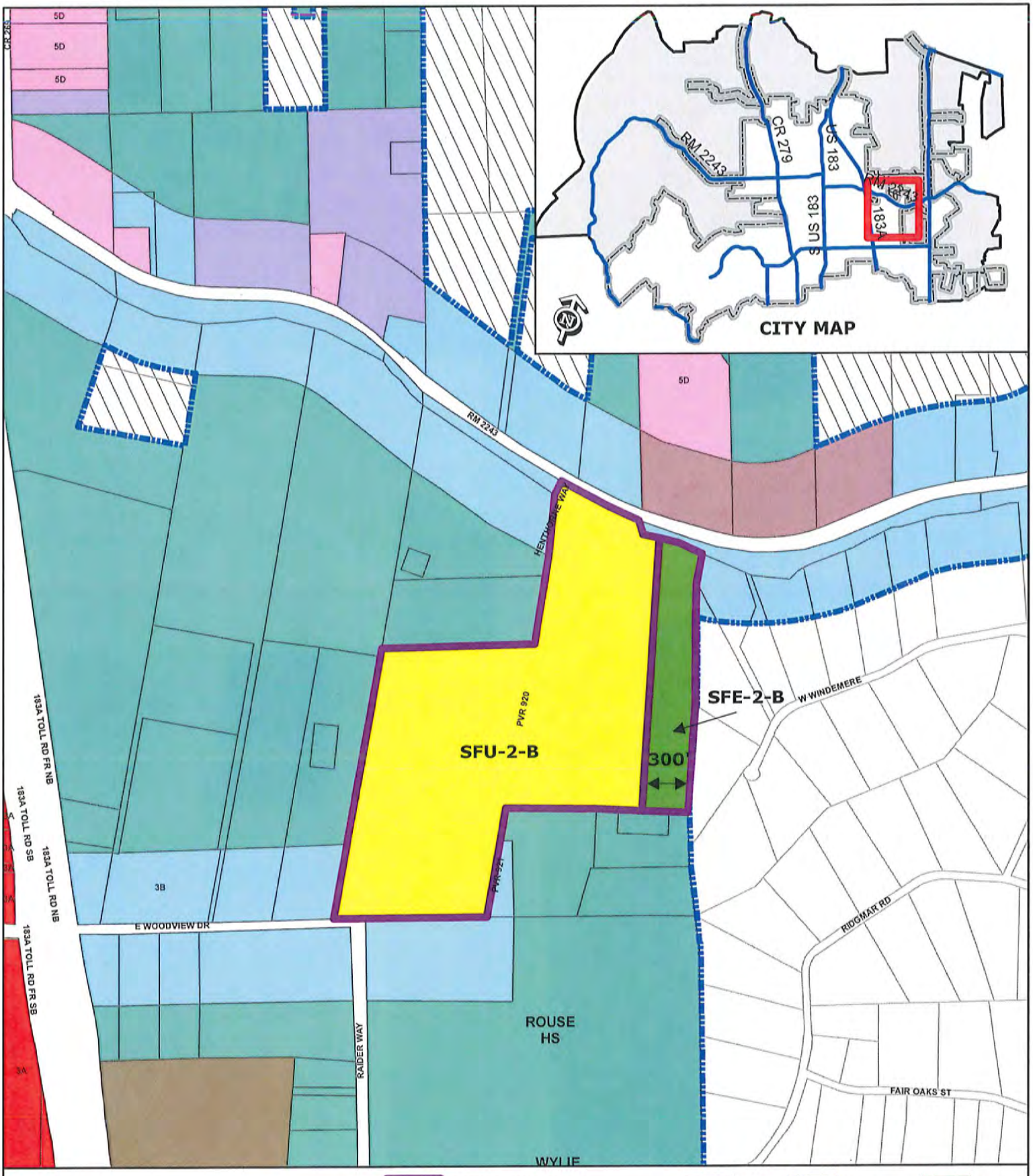


EXHIBIT A

Zoning Case 13-Z-023

Rouse Tract

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

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

0 200 Feet

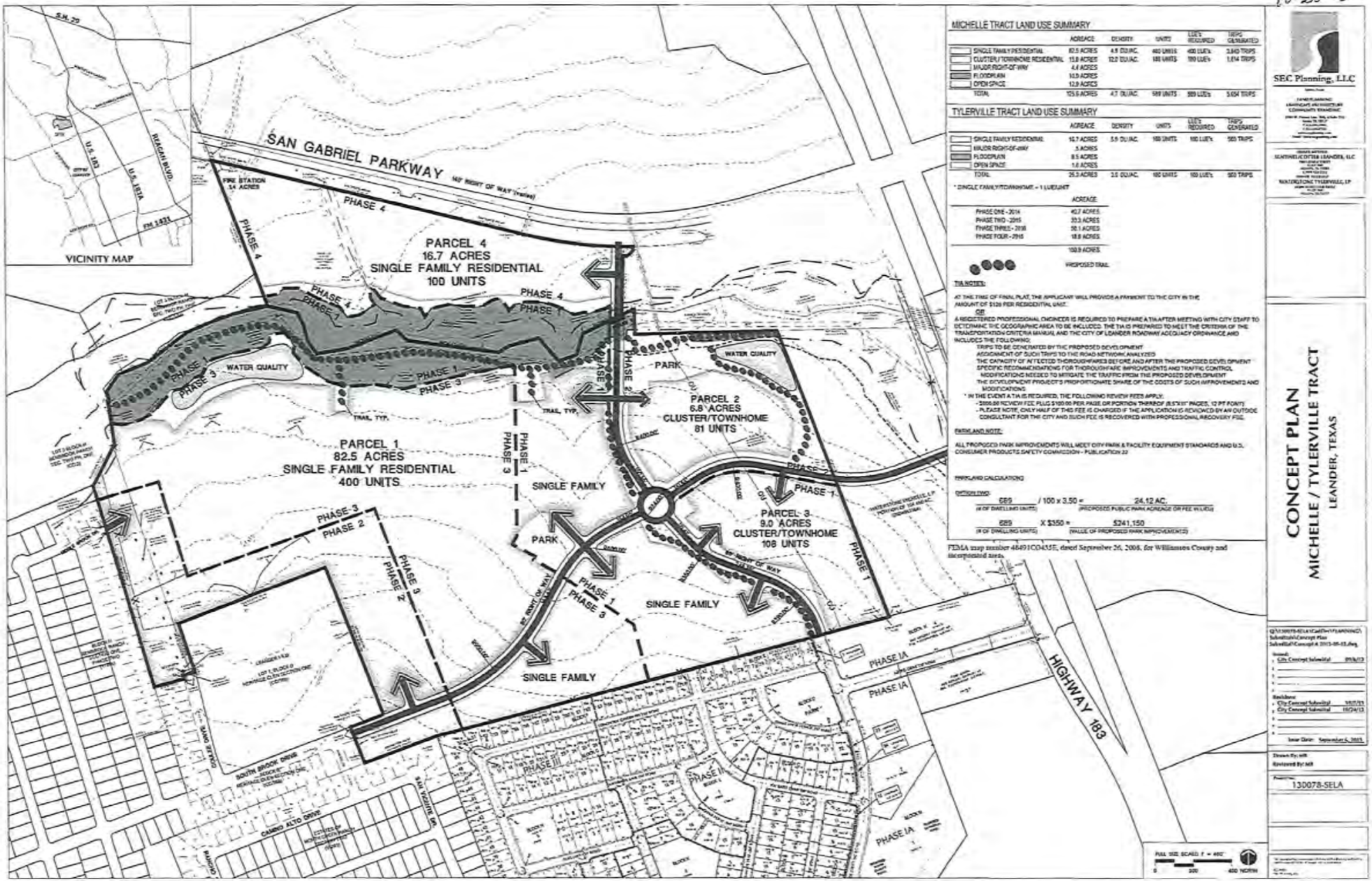
AGENDA ITEM # 11

Executive Summary

November 21, 2013

Agenda Subject:	Subdivision Case 13-TOD-S1-001: Hold a public hearing and consider action on Michelle/Tylerville/Oak Creek Subdivision Stage I/Concept Plan, for 150.9 acres more or less; WCAD Parcels R031720, R395875, and R031699, generally located to the southwest of the intersection of South San Gabriel Parkway and N US 183; Williamson County, Texas.
Background:	This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances that require approval of the Planning & Zoning Commission.
Origination:	Applicant: Mark Baker on behalf of Robert Wunsch (Waterstone Tylerville, LP) and Tom Rielly (Sentinel/Cotter Leander, LLC).
Financial Consideration:	None
Recommendation:	Staff recommends approval of the Stage I/Concept Plan. This concept plan includes 500 single family lots, 189 townhome lots, 14.5 acres of open space, and 18.5 acres of floodplain. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Concept Plan
Prepared By:	Tom Yantis, AICP Development Services Director 11/12/2013

10-25-13



MICHELLE TRACT LAND USE SUMMARY

	ACREAGE	DENSITY	UNITS	LUE's REQUIRED	TRIPS GENERATED
SINGLE FAMILY RESIDENTIAL	82.5 ACRES	4.9 DU/AC.	400 UNITS	400 LUE's	3,840 TRIPS
CLUSTER/ TOWNHOME RESIDENTIAL	15.8 ACRES	12.0 DU/AC.	189 UNITS	189 LUE's	1,814 TRIPS
MAJOR RIGHT-OF-WAY	4.4 ACRES				
FLOODPLAIN	10.9 ACRES				
OPEN SPACE	12.9 ACRES				
TOTAL	125.6 ACRES	4.7 DU/AC.	589 UNITS	589 LUE's	5,654 TRIPS

TYLERVILLE TRACT LAND USE SUMMARY

	ACREAGE	DENSITY	UNITS	LUE's REQUIRED	TRIPS GENERATED
SINGLE FAMILY RESIDENTIAL	16.7 ACRES	5.9 DU/AC.	100 UNITS	100 LUE's	960 TRIPS
MAJOR RIGHT-OF-WAY	.5 ACRES				
FLOODPLAIN	8.5 ACRES				
OPEN SPACE	1.0 ACRES				
TOTAL	26.5 ACRES	3.8 DU/AC.	100 UNITS	100 LUE's	960 TRIPS

* SINGLE FAMILY/TOWNHOME = 1 LUE/UNIT

	ACREAGE
PHASE ONE - 2014	40.7 ACRES
PHASE TWO - 2015	33.3 ACRES
PHASE THREE - 2016	50.1 ACRES
PHASE FOUR - 2016	18.8 ACRES
	152.9 ACRES

PROPOSED TRAIL

TIA NOTES:

AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN THE AMOUNT OF $120 PER RESIDENTIAL UNIT.

OR

A REGISTERED PROFESSIONAL ENGINEER IS REQUIRED TO PREPARE A TIA AFTER MEETING WITH CITY STAFF TO DETERMINE THE GEOGRAPHIC AREA TO BE INCLUDED. THE TIA IS PREPARED TO MEET THE CRITERIA OF THE TRANSPORTATION CRITERIA MANUAL AND THE CITY OF LEANDER ROADWAY ADEQUACY ORDINANCE AND INCLUDES THE FOLLOWING:

- TRIPS TO BE GENERATED BY THE PROPOSED DEVELOPMENT
- ASSIGNMENT OF SUCH TRIPS TO THE ROAD NETWORK ANALYZED
- THE CAPACITY OF AFFECTED THOROUGHFARES BEFORE AND AFTER THE PROPOSED DEVELOPMENT
- SPECIFIC RECOMMENDATIONS FOR THOROUGHFARE IMPROVEMENTS AND TRAFFIC CONTROL MODIFICATIONS NEEDED TO MITIGATE THE TRAFFIC FROM THE PROPOSED DEVELOPMENT
- THE DEVELOPMENT PROJECT'S PROPORTIONATE SHARE OF THE COSTS OF SUCH IMPROVEMENTS AND MODIFICATIONS

* IN THE EVENT A TIA IS REQUIRED, THE FOLLOWING REVIEW FEES APPLY:
- $2000.00 REVIEW FEE PLUS $100.00 PER PAGE OR PORTION THEREOF (8.5"X11" PAGES, 12 PT FONT)
- PLEASE NOTE, ONLY HALF OF THIS FEE IS CHARGED IF THE APPLICATION IS REVIEWED BY AN OUTSIDE CONSULTANT FOR THE CITY AND SUCH FEE IS RECOVERED WITH PROFESSIONAL/RECOVERY FEE.

PARK AND NOTE:

ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 22

PARKLAND CALCULATIONS

OPTION TWO:

689 (# OF DWELLING UNITS) / 100 x 3.50 = 24.12 AC. (PROPOSED PUBLIC PARK ACREAGE OR FEE IN LIEU)

689 (# OF DWELLING UNITS) X $350 = $241,150 (VALUE OF PROPOSED PARK IMPROVEMENTS)

FEMA map number 48491C0435E, dated September 26, 2008, for Williamson County and incorporated areas.

SEC Planning, LLC

OWNER:
SENTINEL CD TSB 1 LEANDER, LLC

WATERSTONE TYLERVILLE, LP

CONCEPT PLAN
MICHELLE / TYLERVILLE TRACT
LEANDER, TEXAS

Q:\130078-SELA\Cad\Civil\PLANNING\Submittals\Concept Plan Submittal\Concept 2013-09-05.dwg

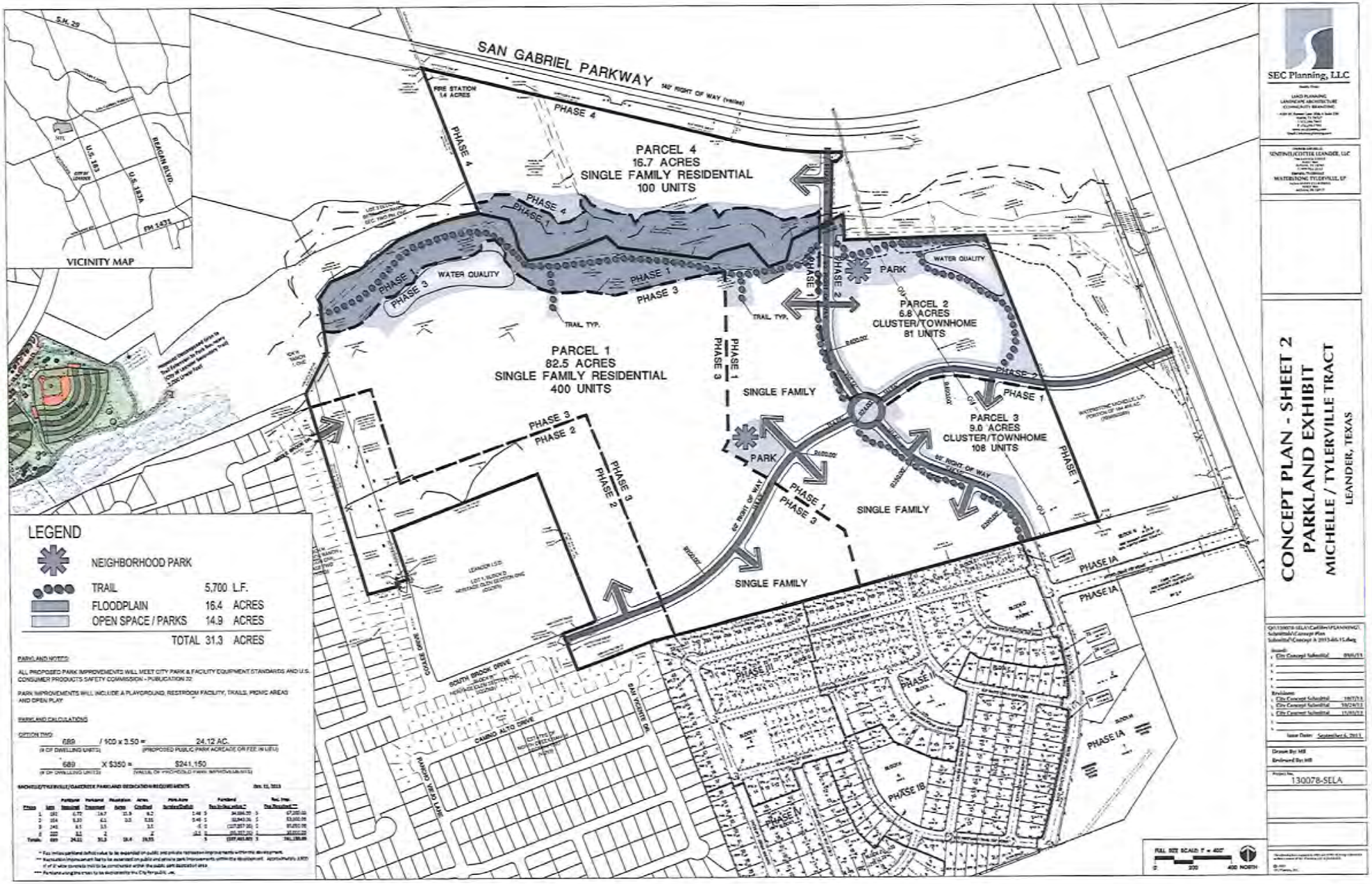
Issued:
- City Concept Submittal 09/6/13

Revisions:
- City Concept Submittal 10/7/13
- City Concept Submittal 10/24/13

Issue Date: September 6, 2013

Drawn By: MB
Reviewed By: MB

Project No.: 130078-SELA



SEC Planning, LLC

CONCEPT PLAN - SHEET 2
PARKLAND EXHIBIT
MICHELLE / TYLERVILLE TRACT
LEANDER, TEXAS

130078-SELA

Executive Summary

November 21, 2013

Agenda Subject: Consideration and action on a development agreement between the City of Leander and Waterstone Tylerville, LP for a 25.32 acre, more or less, tract, generally located south of San Gabriel Pkwy and west of U.S. 183 in the City of Leander, Williamson County, Texas.

Background: This property is located south of San Gabriel Pkwy west of U.S. 183 and is with the TOD. The property owner is currently in the process of selling the property and is requesting this development agreement to establish a fixed dollar obligation to satisfy the City's requirement for boundary street improvements.

The development agreement covers the following key points:

1. Provides for the Developer to pay $500 per dwelling unit to satisfy the City's requirements for boundary street improvements for San Gabriel Pkwy only.
2. Provides a limit of no more than four dwelling units per acre.
3. Requires that a Concept Plan for the property must be submitted within five years.
4. Allows for the agreement to be assigned without further Council action to the current buyer that has the property under contract for purchase.

Origination: City Staff

Financial Consideration: None.

Recommendation: Staff recommends approval of the development agreement.

Attachments: 1. Development Agreement and Exhibits

Prepared By: Tom Yantis, AICP
Development Services Director 11/12/2013

DEVELOPMENT AGREEMENT
TO ESTABLISH ROADWAY ADEQUACY PAYMENTS

This Development Agreement to Establish Roadway Adequacy Payments (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"), **Waterstone Tylerville, LP**, 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. The Developer wishes to provide for a fee in lieu of making certain boundary street improvements related to San Gabriel Parkway for that certain 25.319, more or less, acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). The City is agreeable to accepting a fee in lieu of boundary street improvements for San Gabriel Parkway under the terms and conditions set forth in this Agreement. The benefits to the Parties set forth in this Article 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. Applicability. The Roadway Adequacy Fee (defined in Section 4) may be made to satisfy right-of-way dedications, and improvements that may be required by the City's development regulations to be made to or with respect to San Gabriel Parkway due to the development of the Property. The Roadway Adequacy Fee does not satisfy the Developer obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements (defined in Section 4) for San Gabriel Parkway.

Section 3. Term; Termination.

(a) The term of this Agreement shall be five (5) 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 subject to the notice and cure provisions in Section 6; and provided further that, if Developer does not submit and obtain the City's approval of a concept plan for the Property within five (5) years of the Effective Date, the City may terminate this Agreement.

Section 4. Roadway Adequacy Fee. Section 10.03.003(c), of the City's Code of Ordinances (the "Code") requires the Developer to make right-of-way dedications and improvements for streets located adjacent to the proposed development (the "Boundary Street Improvements"). In lieu of performing the Boundary Street Improvements for San Gabriel Parkway, the Developer may elect to pay (and the City shall accept) a fee in lieu of performing the Boundary Street Improvements in the amount of $500.00 per dwelling unit (the "Roadway Adequacy Fee") to satisfy the Developer's obligation to make Boundary Street Improvements to San Gabriel Parkway as required by Section 10.03.003(c) of the Code. The number of dwelling units used to calculate the Roadway Adequacy

Fee shall be based upon the number of dwelling units shown in the preliminary plat for the Property accepted by City staff as administratively complete. The Roadway Adequacy Fee shall be paid at the time that the Developer submits the final plat application for the Property to the City. It shall be a condition of approval of the final plat for the Property that the Roadway Adequacy Fee has been paid. Further, the following conditions must be met in order for the City to accept the Roadway Adequacy Fee in satisfaction of the Boundary Street Improvements: a) a concept plan for the property must be filed within five (5) years of the Effective Date; b) the preliminary plat must be for development of the Property as a single family residential subdivision that does not exceed four (4) dwelling units per acre; c) the final plat must be administratively complete and compliant with applicable City ordinances, subject to approved variances; and 4) the Property must be in compliance with all applicable City ordinances, subject to approved variances.

Section 5. Assignment of Commitments and Obligations. The City Council approves assignment of this Agreement to Sentinel/Cotter Leander, LLC, a Texas limited liability company, provided that said assignee agrees in writing to be bound by the terms and conditions of this Agreement, and the City Manager may execute an assignment to said assignee. Thereafter, 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.

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:

Waterstone Tylerville, LP
Attn: Robert Wunsch
10500 Avery Club Drive
Austin, Texas 78717

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. Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. 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.

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

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

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

_____
Notary Public, State of Texas

(SEAL)

DEVELOPER:

Waterstone Tylerville, L.P., a Texas limited partnership

By Sand Hills Management Company, L.L.C., a Texas limited liability company, Its General Partner

By: _____
Name: Robert D. Wunsch
Title: President

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 14th day of November, 2013, by Robert D. Wunsch, President of Sand Hills Management Company, L.L.C., a Texas limited liability company, General Partner of Waterstone Tylerville, L.P., a Texas limited partnership, on behalf of said corporation.

_____
Notary Public, State of Texas

(SEAL)

FRED NAGEL
Notary Public, State of Texas
My Commission Expires
June 06, 2016

EXHIBIT "A"

Description of Property

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
Office: 512-443-1724
Fax: 512-389-0943
3500 McCall Lane
Austin, Texas 78744

25.319 AC.
WATERSTONE TYLERVILLE, L.P.

A DESCRIPTION OF 25.319 ACRES (APPROXIMATELY 1,102,883 SQ. FT.) IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 107.928 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE, L.P. IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 5, 2004 AND RECORDED IN DOCUMENT NO. 2004063370 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 25.319 ACRES BEING MORE PARTICULLARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set in the west line of the said 107.928 acre tract, being also in the south right-of-way line of San Gabriel Parkway (right-of-way width varies) as described in Document No. 2005011119 of the Official Public Records of Williamson County, Texas, and being in the east line of a 34.705 acre tract described in Document No. 2005006808 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found for the northwest corner of the 107.928 acre tract bears North 20°44'42" West, a distance of 453.14 feet;

THENCE with the south line of San Gabriel Parkway, over and across the 107.928 acre tract, the following four (4) courses and distances:

1. South 77°11'17" East, a distance of 206.16 feet to a 1/2" rebar with ZWA cap found;

2. South 76°33'22" East, a distance of 999.84 feet to a 1/2" rebar with ZWA cap found;

3. South 76°10'25" East, a distance of 306.57 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar found with an illegible cap found bears South 06°04'20" West, a distance of 0.38 feet;

4. With a curve to the left, having a radius of 2150.00 feet, a delta angle of 14°13'24", an arc length of 533.72 feet, and a chord which bears South 83°17'07" East, a distance of 532.35 feet to a 1/2" rebar with Chaparral cap set;

THENCE continuing over and across the 107.928 acre tract, the following two (4) courses and distances:

1. South 00°24'10" East, a distance of 20.00 feet to a 1/2" rebar with Chaparral cap set;

2. South 46°02'48" West, a distance of 35.85 feet to a 1/2" rebar with Chaparral cap set;

3. North 88°14'47" West, a distance of 20.00 feet to a 1/2" rebar with Chaparral cap set;

4. South 01°45'13" West, a distance of 284.57 feet to a calculated point in the south line of the 107.928 acre tract, being also the north line of a 164.466 acre tract described in Document No. 2004063368 of the Official Public Records of Williamson County, Texas, being also an agreed boundary line described in Volume 1455, Page 296 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found in the common line of the 107.928 acre tract and the 164.466 acre tract, and being in the west line of a 3.150 acre tract described in Document No. 2000053933 of the Official Public Records of Williamson County, Texas bears North 63°51'43" East, a distance of 55.17 feet, and South 86°45'17" East, a distance of 11.33 feet for the northwest corner of the 3.150 acre tract, and South 00°45'28" East, a distance of 22.26 feet;

THENCE with the south line of the 107.928 acre tract, being also the north line of the 164.466 acre tract, being also the agreed boundary line, and being the center of Brushy Creek, the following fourteen (14) courses and distances:

1. South 63°51'43" West, a distance of 205.44 feet to a calculated point;

2. South 16°32'43" West, a distance of 105.29 feet to a calculated point;

3. South 70°10'43" West, a distance of 89.94 feet to a calculated point;

4. North 39°53'17" West, a distance of 143.77 feet to a calculated point;

5. South 75°34'43" West, a distance of 148.11 feet to a calculated point;

6. South 57°03'43" West, a distance of 58.81 feet to a calculated point;

7. North 82°30'17" West, a distance of 435.20 feet to a calculated point;

8. North 46°59'17" West, a distance of 75.24 feet to a calculated point;

9. South 69°06'43" West, a distance of 245.27 feet to a calculated point;

10. South 80°03'43" West, a distance of 151.16 feet to a calculated point;

11. North 35°10'17" West, a distance of 76.69 feet to a calculated point;

12. North 13°32'17" West, a distance of 73.80 feet to a calculated point;

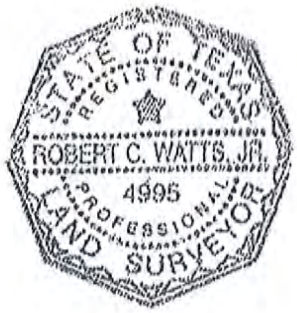
13. North 25°33'17" West, a distance of 69.71 feet to a calculated point;

14. North 77°13'17" West, a distance of 144.19 feet to a calculated point for the southwest corner of the 107.928 acre tract, being also the southeast corner of Lot 3, Block H, Benbrook Ranch Section Two, Phase One, a subdivision of record in Cabinet CC, Slide 3 of the Plat Records of Williamson County, Texas;

THENCE North 20°44'42" West, with the west line of the 107.928 acre tract, being also the east line of Lot 3, Block H, and being the east line of the 34.705 acre tract, at 55.92 feet passing a 1/2" rebar found, and continuing for a total distance of 747.56 feet to the **POINT OF BEGINNING,** containing 25.319 acres of land, more or less.

Surveyed on the ground September 12, 2013. Bearing basis is Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Survey Drawing No. 143-033-BASE.

Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



9-19-13

AGENDA ITEM # 13

Executive Summary

November 21, 2013

Agenda Subject:	Consideration of a License Agreement for the installation of irrigation within the City right-of-way for the along the south side of Sonny Drive and the north Side of Peregrine Way in the Connelly's Crossing Subdivision.
Background:	The DDC Merritt Legacy has requested a license agreement to allow them to install and maintain the irrigation within City rights-of-way.
Origination:	Applicant: Colby Denison, DDC Merritt Legacy
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 11/12/2013

LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas ("the City" or "Licensor"), and DDC Merritt Legacy, Ltd., a Texas limited partnership, ("Licensee") enter into this License Agreement ("Agreement") on this the 29th day of October, 2013, 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 the Connelly's Crossing Subdivision Phase 1A, Lot 1(the "Subdivision") located in the rights-of-way of the City of Leander, Leander, Williamson County, Texas being:: permanent irrigation and landscaping; 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.

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

DDC Merritt Legacy, Ltd.
Attn: Colby Denison
1904 W. 35th Street
Austin, TX 78703

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 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, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION. (a) 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.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance obligations for the Improvements must have been assigned to the HOA; and the HOA must have a binding, continuing responsibility for the maintenance and operation of the Improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance

obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the Improvements, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement; provided that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and 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.

(Remainder of Page intentionally left blank)

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

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: Kent Cagle
Title: City Manager

LICENSEE: _____
DDC Merritt Legacy, Ltd., a Texas limited partnership
By: DDC Merritt Legacy GP, LLC, a Texas limited liability company, its general partner
By: DDC Operation, LLC, A Texas limited liability company, its sole member

By: _____
Name: Colby Denison, member

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 TRAVIS §

This instrument was acknowledged before me on this the 29th day of October, 2013, by Colby Denison, member of DDC Operations, LLC, a Texas limited liability company, sole member of DDC Merritt Legacy GP, LLC, a Texas limited liability company, general partner of DDC Merritt Legacy, Ltd., a Texas limited partnership, on behalf of said entity.

_____
Notary Public - State of Texas

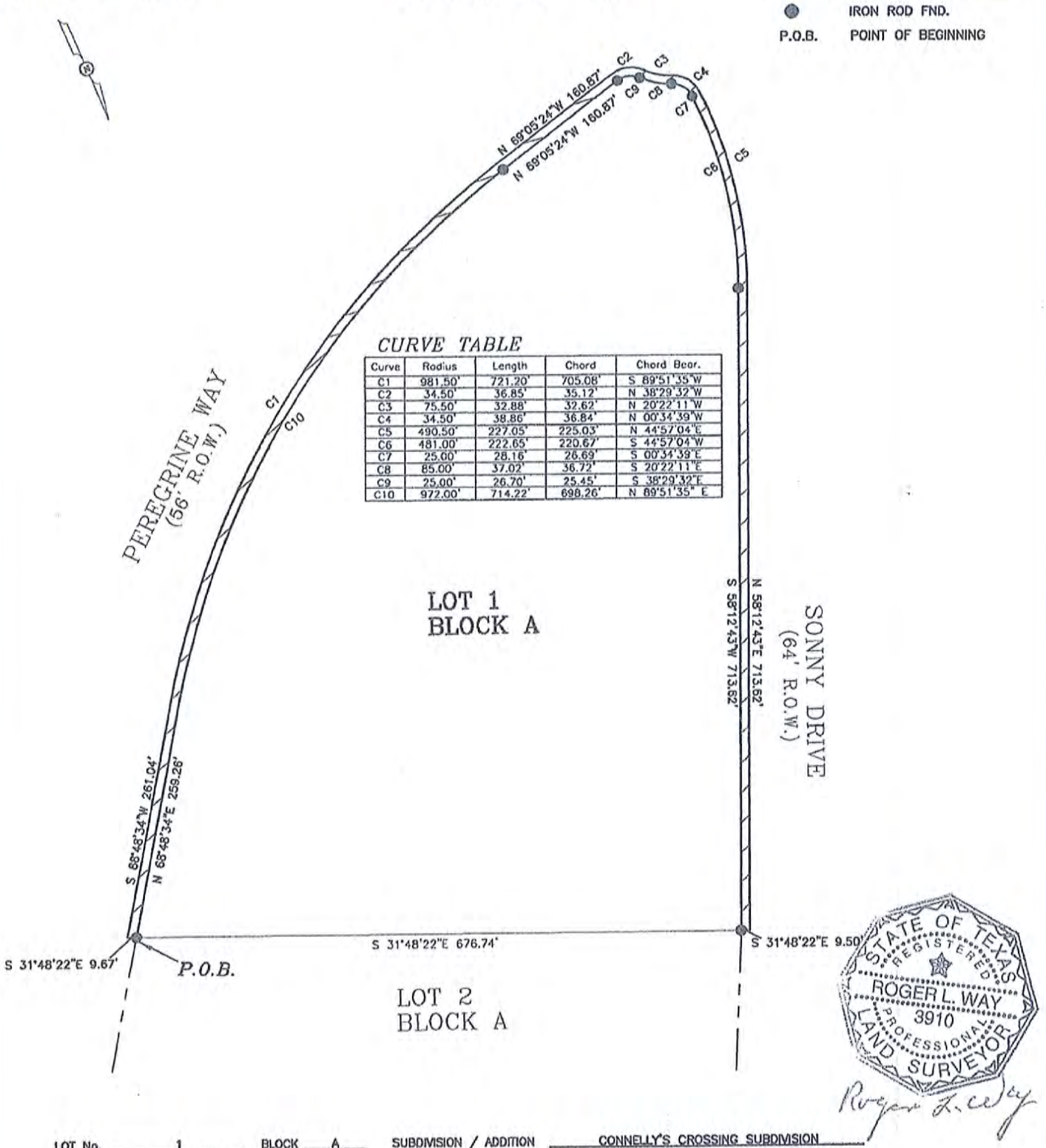
NOTARY PUBLIC STATE OF TEXAS
INA K SPOKAS
My Commission Expires
May 20, 2016

SCALE: 1"=150'

EXHIBIT "A"

LEGEND

- ● IRON ROD FND.
- P.O.B. POINT OF BEGINNING



CURVE TABLE

Curve	Radius	Length	Chord	Chord Bear.
C1	981.50'	721.20'	705.08'	S 89°51'35"W
C2	34.50'	36.85'	35.12'	N 38°29'32"W
C3	75.50'	32.88'	32.62'	N 20°22'11"W
C4	34.50'	38.86'	36.84'	N 00°34'39"W
C5	490.50'	227.05'	225.03'	N 44°57'04"E
C6	481.00'	222.65'	220.67'	S 44°57'04"W
C7	25.00'	28.16'	26.69'	S 00°34'39"E
C8	85.00'	37.02'	36.72'	S 20°22'11"E
C9	25.00'	26.70'	25.45'	S 38°29'32"E
C10	972.00'	714.22'	698.26'	N 89°51'35" E

STATE OF TEXAS
REGISTERED
ROGER L. WAY
3910
PROFESSIONAL
LAND SURVEYOR

Roger L. Way

LOT No. 1 BLOCK A
SECTION ____ PHASE 1A
WILLIAMSON COUNTY, TEXAS
CITY LEANDER

SUBDIVISION / ADDITION CONNELLY'S CROSSING SUBDIVISION
Book ____ Page(s) ____ Cabinet ____ PLAT RECORDS
Volume ____ Slide ____
Document No. 2012084407 Official Public Records of Williamson County, Texas
Reference: DENNISON DEVELOPMENT

ALL POINTS SURVEYING
1714 FORTVIEW ROAD - SUITE 200
AUSTIN TX. 78704
TELE.: (512) 440-0071 - FAX: (512) 440-0100
FIRM LICENSE # 10118000

SURVEY DATE: 10-21-13
Job No. 10823913

F#:
EXHIBIT "A"

LICENSE AGREEMENT FOR IRRIGATION

BEING A LICENSE AGREEMENT FOR IRRIGATION, AND BEING 9.5 FEET WIDE IMMEDIATELY ADJACENT TO THE OUTER PERIMETER OF LOT 1, BLOCK A OF CONNELY'S CROSSING SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2012084407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAID LICENSE AGREEMENT BOUNDARY BEING MORE PARTICURLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AS FOLLOWS:

BEGINNING at a ½" iron rod for the northeast corner of said Lot 1, same being the southeast corner of Lot 2, Block A of said subdivision and being on the westerly right-of-way line (56' ROW) of Peregrine Drive;

THENCE S 31° 48' 22" E 9.67 feet to the back of curb line of Peregrine Drive,

THENCE along said back of curb line parallel to and 9.5 feet perpendicularly distant from the boundary line of said Lot 1, and said westerly right-of-way line of Peregrine Drive the following six (6) courses and distances to a calculated point at the terminus of each course.

1) S 68° 48' 34" W 261.04 feet to the point of curvature of a curve to the right (concave to the northwest)
2) Along said curve having the following elements a central angle of 42° 06' 02" , a radius of 981.50 feet and an arc length of 721.20 feet the chord of which bears S 89° 51' 35" W a distance of 705.08 feet;
3) N 69° 05' 24" W 160.87 feet to the point of curvature of a curve to the right (concave to the north)
4) Along said curve having the following elements a central angle of 61° 11' 35", a radius of 34.50 feet and an arc length of 36.85 feet the chord of which bears N 38° 29' 32" W a distance of 35.12 feet to the point of curvature of a reverse curve to the left (concave to the southwest)
5) Along said curve having the following elements a central angle of 24° 57' 04" a radius of 75.50 feet and an arc length of 32.88 feet the chord of which bears N 20° 22' 11" W a distance of 32.62 feet, to the point of curvature of a curve to the right (concave to the southeast), and
6) Along said curve having the following elements a central angle of 64° 31' 52", a radius of 34.50 feet and an arc length of 38.86 feet the chord of which bears N 00° 34' 39" W a distance of 36.84 feet to the point of intersection with a 9.50 foot offset to the east right-of-way line of Sonny Drive (64'ROW)

THENCE along the said 9.50 foot offset line the following two (2) courses and distances to a calculated point at the terminus of each course.

1) along a curve to the right (concave to the east) having the following elements a central angle of 26° 31' 18", a radius of 490.50 and an arc length of 227.05 feet the chord of which bears N 44° 57' 04" E a distance of 225.03 feet, and
2) N 58° 12' 43" E 713.62 feet

THENCE S 31° 48' 22" E, through said right-of-way, a distance of 9.50 feet to a ½" iron rod found for the northwest corner of said Lot 1, same being the southwest corner of said Lot 2 and being the northeast corner of this license agreement, from this point the point of beginning bears S 31° 48' 22" E a distance of 676.74 feet;

THENCE along the boundary line of said Lot 1, same being the right of-ways of said roads the following nine (9) courses and distances to a 1/2" iron rod found at the terminus of each course.

1) S 58° 12' 43" W 713.62 feet to the beginning of a curve to the left (concave to the east)
2) along said curve having the following elements a central angle of 26° 31' 18", a radius of 481. 00 feet and an arc length of 222.65 feet, the chord of which bears S 44° 57' 04" W a distance of 220.67 feet to the point of curvature of a curve to the left (concave to the east)
3) along said curve (concave to the east) having the following elements a central angle of 64° 31' 52", a radius of 25.00 feet and an arc length of 28.16 feet the chord of which bears S 00° 34' 39" E a distance of 26.69 feet to the point of curvature of a curve to the right (concave to the southwest)
4) along said curve having the following elements a central angle of 24° 57' 04", a radius of 85.00 and an arc length of 37.02 feet, the chord of which bears S 20° 22' 11" E a distance of 36.72 feet to the point of curvature of a reverse curve to the left; (concave to the north);
5) along said curve having the following elements a central angle of 61° 11' 35", a radius of 25.00 feet and an arc length of 26.70 feet the chord of which bears S 38° 29' 32" E a distance of 25.50 feet
6) S 69° 05' 24" E 160.87 feet, to the point of curvature of a curve to the left (concave to the north)
7) along said curve having the following elements a central angle of 42° 06' 02", a radius of 972.00 feet and an arc l length of 714.22 feet, the chord of which bears N 89° 51' 35" E a distance of 698.26 feet to the point of tangency;
8) N 68° 48' 34" E, 259.26 feet to the **POINT OF BEGINNING** and containing 84163 square feet of land, more or less.

This description is based upon an on the ground title survey of the above said Lot 1, by All Points Surveying dated April 14th, 2012.

This metes and bounds description is to accompany an illustration map of same date.

Roger L. Way

ROGER L. WAY
R.P.L.S. No. 3910
JOB No. 10B23913

10/21/13
Date

ALL POINTS SURVEYING
1714 Fortview Road, Suite 200, Austin, TX 78704
Telephone: (512) 440-0071 Fax: (512) 440-0199

Client#: 93292 14DDCMER

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2013

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:	
Wortham Insurance & Risk Mgt 221 West 6th St #1400 Austin, TX 78701 512 453-0031	PHONE (A/C, No, Ext): 512 453-0031	FAX (A/C, No): 512-453-0041
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED DDC Merritt Legacy, Ltd. 1904 W. 35th Austin, TX 78703	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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			ENP0164915	10/19/2012	12/31/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			ENP0164915	10/19/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP0164915	10/19/2012	12/31/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Leander
104 N. Brushy St.
Leander, TX 78646

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

Rob Bridges

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14SGT

AGENDA ITEM # 14

Executive Summary

November 21, 2013

Council Agenda Subject: An ordinance of the City of Leander, Texas, annexing 32.68 acres of land, more or less, located in Travis County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Background: The Resolution setting the two public hearings for October 17, 2013 and October 24, 2013 was approved by City Council on September 5, 2013. The first public hearing was held on October 17, 2013 and the second public hearing was held on October 24, 2013. The second reading and final reading of the annexation ordinance is scheduled for December 5, 2013. This is an involuntary annexation to provide necessary transportation connections to existing and planned development in the Grand Mesa at Crystal Falls subdivision.

Origination: City of Leander

Recommendation: Staff recommends that Council conduct the first reading of the annexation ordinance.

Attachments: Ordinance with exhibits

Prepared by: Tom Yantis, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 32.68 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property, being in excess of 1,000 feet in width, is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code,* the City extended a written offer to enter a development agreement with applicable landowner(s);

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> (1) All that certain parcel or tract of land containing 32.68 acres, more or less, located in Travis County, Texas, generally described as a 1,001 foot strip of land beginning at the south end of County Road 290 and including all or a portion of the following properties as identified by their Travis Central Appraisal District identification numbers as 770825, 765121, 467239, 819084, 353651, 447964 and being more particularly described and shown in Exhibit "A" attached hereto.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 5. That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 6. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. 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, Tex.*

Gov't. Code.

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

_____
Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

Exhibit "A"

Property Description: Map

EXHIBIT "B"

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof ;

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. Upon acceptance of the

water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a preexisting water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to a water service provider.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a preexisting septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to wastewater service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

City Of Leander, Texas
Proposed Annexation
Exhibit A
CR 290
CR 290
TCAD ID:
770825
TCAD ID:
765121
TCAD ID:
467239
TCAD ID:
819084
TCAD ID:
353651
TCAD ID:
447964
CR 290
0 100 200
Feet
TCAD Parcel Boundaries
Area Being Annexed
City of Leander - City Limits

AGENDA ITEM # 15

Executive Summary

November 21, 2013

Council Agenda Subject: Consideration and action on annexation agreements for three properties, Travis Central Appraisal District parcel numbers 770825, 765121, and 467239, which are currently subject to the City's unilateral annexation process along the extension of CR 290 in Travis County, Texas.

Background: The Council passed a resolution beginning the unilateral annexation process for an area along the southern extension of CR 290 in Travis County on September 5, 2013. The first public hearing was held on October 17, 2013 and the second public hearing was held on October 24, 2013.

Staff has been working with the property owners subject to the unilateral annexation to negotiate an agreement that would provide for the property owners to petition for voluntary annexation of an area of land that includes only the necessary right-of-way and utility easements for the CR 290 extension instead of the 1,001 foot strip required by State law for unilateral annexations.

The staff and property owners have negotiated the agreements attached which provide for the property owners to petition for voluntary annexation in exchange for the City agreeing to cause a water line to be constructed to provide water service and fire hydrants to the three properties. In addition, two property owners have agreed to continue their current uses (residential) in exchange for the City agreeing not to annex the remainder of their property for a period of 10 years. The third property owner's agreement does not include that provision.

The water line will be constructed by Lookout Development Group according to the terms of a development agreement approved by the City Council on November 7, 2013.

Origination: City of Leander

Recommendation: Staff recommends approval of the three annexation agreements.

Attachments: Agreements with exhibits

Prepared by: Tom Yantis, Director of Development Services

STATE OF TEXAS §
COUNTY OF TRAVIS §

ANNEXATION AGREEMENT

This Annexation Agreement is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, the City and the Owner have reached an agreement to voluntarily annex the portion of the Property more particularly shown and described in Exhibit B incorporated herein for all purposes (the "Annexation Property") on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Annexation. The Owner agrees to the annexation of the Annexation Property into the City. A petition executed by the Owner requesting that the City annex the Annexation Property is attached hereto as Exhibit "C", and the municipal services plan for such annexation is attached hereto as Exhibit "D". Owner accepts the municipal services plan as good, sufficient and acceptable. Owner will not be required to pay any application fee related to the submission of the annexation petition.

Section 2. City's Obligations. In consideration of the Owner's agreement to request and support annexation of the Annexation Property into the City, the City covenants and agrees to the following:

(a) The speed limit on the portion of County Road 290 ("CR 290") within the city limits abutting the Property will be posted at thirty (30) miles per hour or less.

(b) The City will construct, or cause to be constructed, a twelve (12) inch water line to the Property along the route generally shown in Exhibit E attached hereto an incorporated herein for all purposes. The water line will be completed within four (4) months of the Effective Date. The City will install a 5/8" meter (the "Meter") at the Property on the east side of CR 290 at a location agreed upon by the parties, and will install three fire hydrants on the east side of CR 290 at the locations designated in the construction plans approved by the City and as generally shown in Exhibit E.

(c) The City will provide water utility service to the Property through the Meter, subject to payment of all fees required by City ordinances, including but not limited to water rates and security deposits, and subject to the requirements of the City's utility ordinances, regulations and policies as amended from time to time; provided that the City has entered

into an agreement with Lookout Development Group, LP in which Lookout Development Group, LP will pay the water impact fee for the Property, which will satisfy the requirement that Owner pay a water impact fee to receive water service to the Property. The Owner will not be prohibited from using water on a portion of the Property solely because the Property is not located in the city limits.

(d) Travis County Emergency Services District #1 (the "ESD") may use the fire hydrants described in Section 2(b) if responding to an emergency on the Property or neighboring properties within the ESD's service area.

(e) No street lights are currently proposed for CR 290 in front of the Property and will not be placed there unless required for traffic safety.

(f) The City will notify the Owner prior to conducting any construction activities on the Annexation Property.

Section. 3. Right-of-way Dedication. The Owner acknowledges and agrees that the Annexed Property is subject to that certain Easement Agreement recorded in Volume 12902, Page 948, Official Public Records of Travis County, Texas (the "Easement"), under which the Grantee under the Easement, and Grantee's successors and assigns (which is currently Lookout Development Group, LP), have the right to grant the City one or more easements for right-of-way, drainage, and/or utilities within the Easement without joinder of the Grantor under the Easement. The Owner consents to the conveyance of easements to the City by the Lookout Development Group, LP under the terms of the Easement.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 5. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 6. Notice. A copy of the notices required by this Agreement to be sent to the City shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
100 W. Center Street
Leander, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Philip R. Hamilton
1047 County Road 290
Leander, Texas 78641

Section 7. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement in the form set forth in Exhibit F shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 10. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regarding to conflict of laws.

Section 14. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Entered into this ____ day of _____, 2013.

Owner (s)

_____

Philip R. Hamilton

City of Leander, Texas

_____

Christopher Fielder, Mayor

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Philip R. Hamilton, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A 12.346 acre parcel out of the SS Evans Survey No. 501 also known as TCAD Parcel ID 467239 and more particularly described in a Warranty Deed recorded in document 2001060263 in the official public records of Travis County, Texas.

EXHIBIT "B"

Annexation Property

A 0.92 acre, more or less, strip along the western boundary of the Property and including all of the land within the Property boundary described in that certain easement agreement recorded in Volume 12902 Page 1948 of the official public records of Travis County, Texas.

The annexation property is graphically depicted in the attached map.

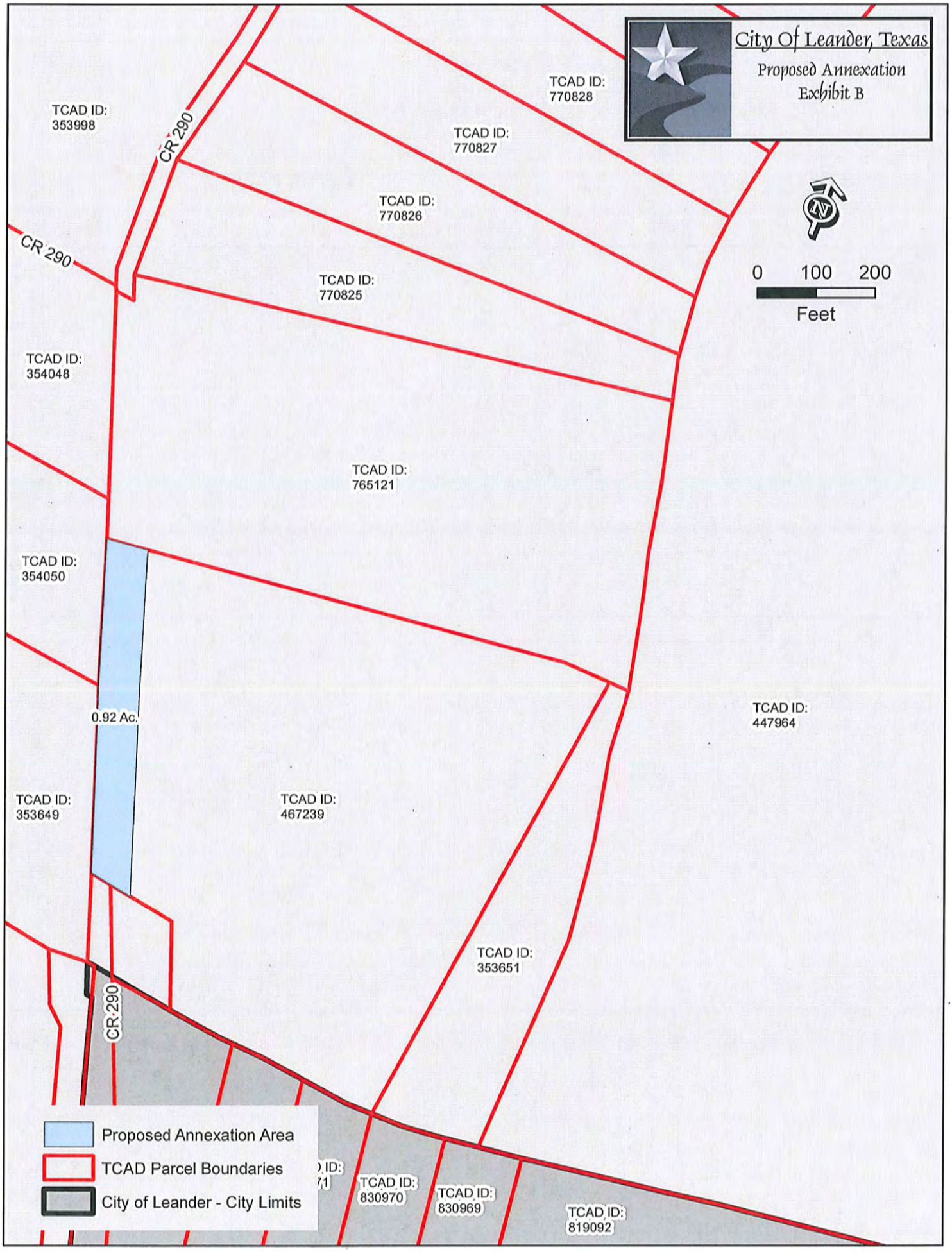

City Of Leander, Texas
Proposed Annexation
Exhibit B
0 100 200
Feet
TCAD ID: 353998
CR 290
TCAD ID: 770828
TCAD ID: 770827
TCAD ID: 770826
CR 290
TCAD ID: 770825
TCAD ID: 354048
TCAD ID: 765121
TCAD ID: 354050
0.92 Ac.
TCAD ID: 447964
TCAD ID: 353649
TCAD ID: 467239
TCAD ID: 353651
CR 290
TCAD ID: 830970
TCAD ID: 830969
TCAD ID: 819092
Proposed Annexation Area
TCAD Parcel Boundaries
City of Leander - City Limits

EXHIBIT "C"

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> All that certain tract or parcel of land, located in Travis County, Texas, being 0.92 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and

adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2013, with the City Secretary of the City of Leander, Travis County, Texas.

Petitioners:

_____

Name: Philip R. Hamilton

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Philip R. Hamilton, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of_____ 2013.

(SEAL)

_____

Notary Public-State of Texas

EXHIBIT "D"

MUNICPAL SERVICES PLAN FOR THE PROPERTY

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, the owner of the subject property, or owner's authorized agent (the "Owner"), has requested annexation of the subject property and *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following service will be provided to the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and services.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned ""SFR-1-B" with the intent to rezone the property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the property at future times in response to requests submitted by the landowners or authorized city staff.

I. Library service: Service by present personnel, equipment, and facilities within the City.

J. Storm Water Management: Owner/developer will provide storm water system as necessary at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance of the system by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) The City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The property owner or developer shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except that the Owners shall not be required to construct the water line, fire hydrant, or meter (the "Water Facilities") described in Section 2(b) of that certain Annexation Agreement between the property owner and the City dated _____, 2013. (the "Annexation Agreement"). Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City, provided that the property owner will not be required to pay the cost of construction of the Water Facilities. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) The City will provide wastewater service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The property owner or developer shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, subject to and except as provided within the terms, conditions and requirements of the Development Agreement, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: The Water Facilities. All capital improvements, except for the Water Facilities, shall be funded and paid for by the developer or the property owner.

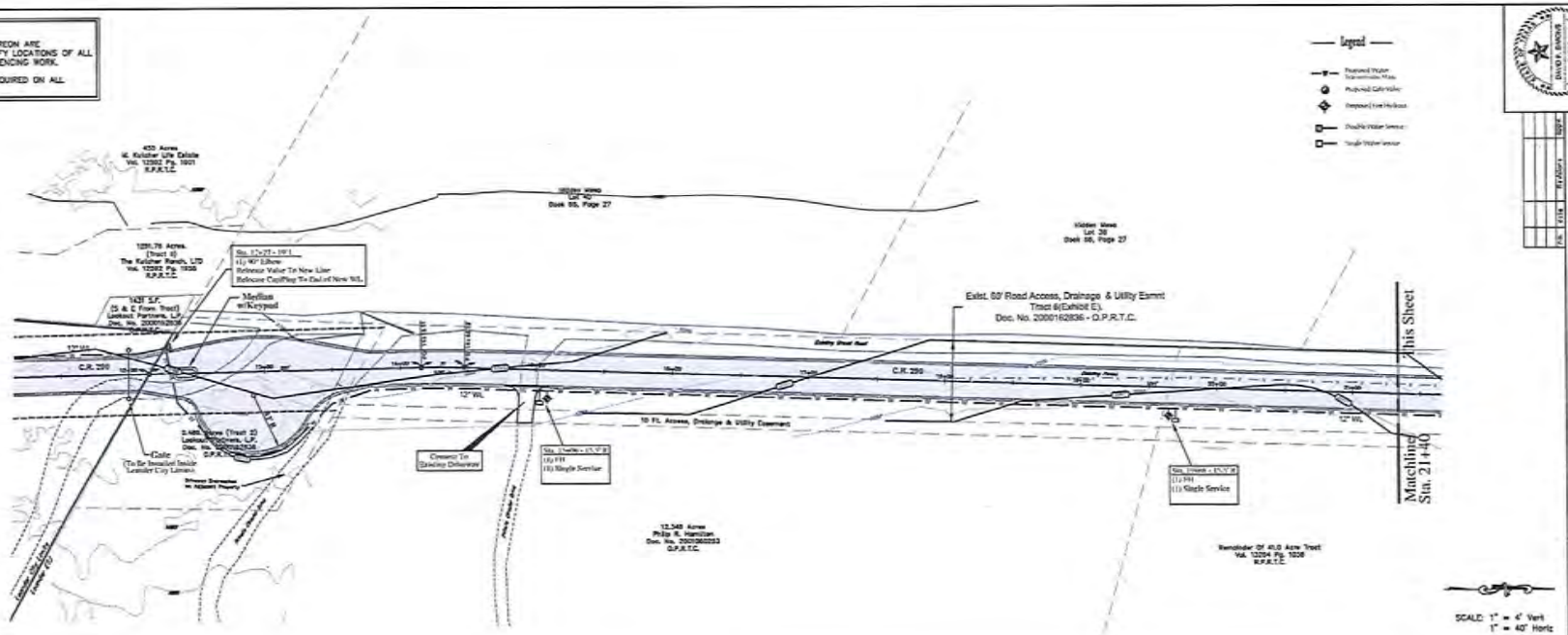
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

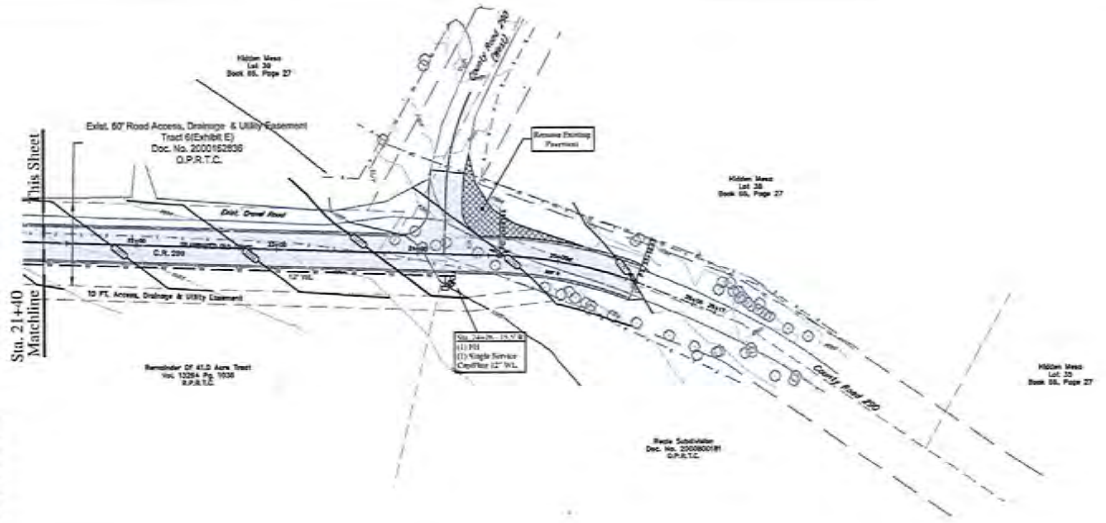
(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

EXHIBIT "E"
Water Line and Fire Hydrant Exhibit

NOTES:

1. EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
2. EROSION CONTROL MATTING WILL BE REQUIRED ON ALL DISTURBED SLOPES STEEPER THAN 3:1.





GRAND MESA - SEC. 7

ESTIMATED QUANTITIES - WATER - CR 290	
12" PVC (C-900)	1,265 L.F.
12" GATE VALVES w/BOX	1 (Exist. Relocated)
12" 90° ELBOW	1
12" CAP/PLUG	1 (Exist-Relocated)
FIRE HYDRANTS w/Lead	3
FH MARKERS	3
SINGLE SERVICE METER	3
DOUBLE SERVICE METER	0

Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel (512) 259-3942 Fax (512) 259-1018
TEXAS REGISTERED ENGINEERING FIRM F-4760

GRAND MESA @ CRYSTAL FALLS - SEC. 7A
IMPROVEMENTS

C.R. 290 - Waterline Plan

THE LOOKOUT GROUP, INC.

SCALE: AS NOTED DWN: JJD DESIGN: SDM DATE: AUG 2013
DWG. NO. AS NOTED JOB NO. 197-058-20

Sheet No. 1 of 1

EXHIBIT "F"

MEMORANDUM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Whereas, Philip R. Hamilton (the "Owner"), and the City of Leander (the "City"), entered into an Annexation Agreement dated _____, 20_____, (the "Agreement");

Whereas, Owner owns or intends to acquire the Property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

Whereas, recording the entire Agreement in the real property records of Travis County is impractical and needlessly burdensome; and

Whereas, the Parties agree to file this Memorandum of Agreement ("Memorandum") to comply with statutory filing requirements;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Travis County, Texas, for the purpose of giving notice to all persons that:

(1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.

(2) The Owner and its successors and assigns are required to perform as agreed and provided in the Agreement as well as all other applicable rules, regulations and codes of the City.

Executed and filed this the _____ day of _____, 2013.

By:_____
Name: Philip R. Hamilton
Title: Owner

By:_____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kent Cagle, City Manager of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of 20__.

(SEAL) _____
Notary Public-State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Philip R. Hamilton, Owner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

_____
(SEAL) Notary Public-State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

ANNEXATION AGREEMENT

This Annexation Agreement is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, the City has begun the process to unilaterally annex Property; and

WHEREAS, the City and the Owner have reached an agreement to voluntarily annex the portion of the Property more particularly shown and described in Exhibit B incorporated herein for all purposes (the "Annexation Property") on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Annexation. The City agrees that the Property, save and except the Annexation Property, shall remain in the City's extraterritorial jurisdiction (the "ETJ Property") and the City shall discontinue the pending annexation proceedings as to the ETJ Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement. The Owner agrees to the annexation of the Annexation Property into the City. A petition executed by the Owner requesting that the City annex the Annexation Property is attached hereto as Exhibit "C", and the municipal services plan for such annexation is attached hereto as Exhibit "D". Owner accepts the municipal services plan as good, sufficient and acceptable. Owner will not be required to pay any application fee related to the submission of the annexation petition.

Section 2. City's Obligations. In consideration of the Owner's agreements set forth in Section 3, the City covenants and agrees to the following:

(a) The speed limit on the portion of County Road 290 ("CR 290") within the city limits abutting the Property will be posted at thirty (30) miles per hour or less.

(b) The City will construct, or cause to be constructed, a twelve (12) inch water line to the Property along the route generally shown in Exhibit E attached hereto an incorporated herein for all purposes. The water line will be completed within four (4) months of the Effective Date. The City will install a 5/8" meter (the "Meter") at the Property on the east side of CR 290 at a location agreed upon by the parties, and will install three fire hydrants on the east side of CR 290 at the locations designated in the construction plans approved by the City and as generally shown in Exhibit E.

(c) The City will provide water utility service to the Property through the Meter, subject to payment of all fees required by City ordinances, including but not limited to water rates and security deposits, and subject to the requirements of the City's utility ordinances, regulations and policies as amended from time to time; provided that the City has entered into an agreement with Lookout Development Group, LP in which Lookout Development Group, LP will pay the water impact fee for the Property, which will satisfy the requirement that Owner pay a water impact fee to receive water service to the Property. The Owner will not be prohibited from using water on a portion of the Property solely because the Property is not located in the city limits.

(d) Travis County Emergency Services District #1 (the "ESD") may use the fire hydrants described in Section 2(b) if responding to an emergency on the Property or neighboring properties within the ESD's service area.

(e) No street lights are currently proposed for CR 290 in front of the Property and will not be placed there unless required for traffic safety.

(f) The City will notify the Owner prior to conducting any construction activities on the Annexation Property.

Section 3. Owner's Obligations. In consideration of the City's agreement not to annex the ETJ Property and as a condition of the ETJ Property remaining in the City's ETJ, as well as the other consideration set forth in Section 2, the value and sufficiency of which is hereby acknowledged and accepted, the Owner covenants and agrees to the following:

(a) The Owner shall use the Property only for single family residential use, light agriculture as allowed in the City's Single-Family Rural zoning district, and/or a home based business, as defined by the City's zoning regulations.

(b) The Owner shall not subdivide the ETJ Property, or file for approval of a subdivision plat, site plan, or related development document for the ETJ Property with Travis County or the City until the ETJ Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the ETJ Property that requires a building permit until the ETJ Property is annexed into and zoned by the City, except those buildings or structures authorized by Section 3(a). Accessory structures authorized under the Single Family Rural (District "SFR") and buildings or structures that are related to and necessary for the use of the ETJ Property as authorized under Section 3(a) are allowed; provided that no more than one single family home may be built on the Property.

(d) Owner shall request and cooperate to accomplish the annexation of the Annexation Property into the City by submitting an executed annexation petition

to the City using the forms attached hereto as Exhibits C and D (the "Municipal Services Plan") at the time the Owner signs this Agreement. Owner accepts the municipal services plan as good, sufficient and acceptable.

Section 4. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the ETJ Property, and the ETJ Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 3), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

(2) The Owner's failure to comply with Section 3.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 4(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section. 5. Right-of-way Dedication. The Owner acknowledges and agrees that the Annexed Property is subject to that certain Easement Agreement recorded in Volume 12902, Page 948, Official Public Records of Travis County, Texas (the "Easement"), under which the Grantee under the Easement, and Grantee's successors and assigns (which is currently Lookout Development Group, LP), have the right to grant the City one or more easements for right-of-way, drainage, and/or utilities within the Easement without joinder of the Grantor under the Easement. The Owner consents to the conveyance of easements to the City by the Lookout Development Group, LP under the terms of the Easement.

Section 6. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by

the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
100 W. Center Street
Leander, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

Thomas A. and Jennifer D. Rochelle
1043 CR 290
Leander, Texas 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement in the form set forth in Exhibit F shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 3 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regarding to conflict of laws.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2013.

Owner (s)

_____
Thomas A. Rochelle

_____
Jennifer D. Rochelle

City of Leander, Texas

_____
Christopher Fielder, Mayor

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Thomas A. Rochelle, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Jennifer D. Rochelle, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

A 10 acre parcel out of the SS Evans Survey No. 501 also known as Travis Central Appraisal District Parcel ID 765121 and more particularly described in a General Warranty Deed recorded in document 2011053313 in the official public records of Travis County, Texas.

EXHIBIT "B"

Annexation Property

A 0.70 acre, more or less, strip along the western boundary of the Property and including all of the land within the Property boundary described in that certain easement agreement recorded in Volume 12902 Page 1948 of the official public records of Travis County, Texas.

The annexation property is graphically depicted in the attached map.

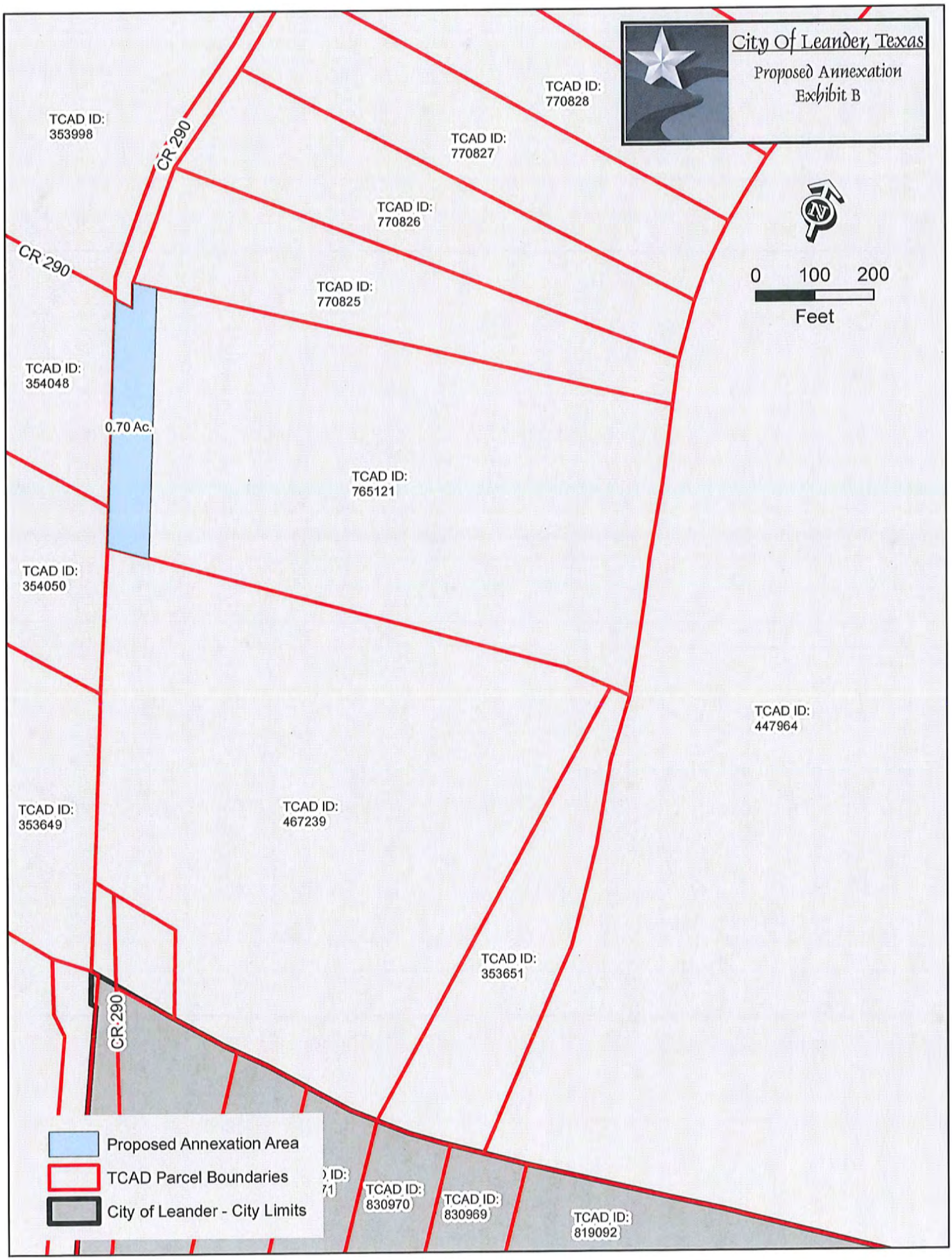

City Of Leander, Texas
Proposed Annexation
Exhibit B
TCAD ID: 353998
CR 290
TCAD ID: 770828
TCAD ID: 770827
TCAD ID: 770826
CR 290
TCAD ID: 770825
TCAD ID: 354048
0.70 Ac.
TCAD ID: 765121
TCAD ID: 354050
TCAD ID: 447964
TCAD ID: 353649
TCAD ID: 467239
TCAD ID: 353651
CR 290
TCAD ID: 830970
TCAD ID: 830969
TCAD ID: 819092
0 100 200
Feet
Proposed Annexation Area
TCAD Parcel Boundaries
City of Leander - City Limits

EXHIBIT "C"

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> All that certain tract or parcel of land, located in Travis County, Texas, being 0.70 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and

adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2013, with the City Secretary of the City of Leander, Travis County, Texas.

Petitioners:

_____
Name: Thomas A. Rochelle

_____
Name: Jennifer D. Rochelle

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Thomas A. Rochelle, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of_____2013.

(SEAL)

_____
Notary Public-State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jennifer D. Rochelle, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2013.

(SEAL)

_____
Notary Public-State of Texas

EXHIBIT "D"

MUNICPAL SERVICES PLAN FOR THE PROPERTY

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, the owner of the subject property, or owner's authorized agent (the "Owner"), has requested annexation of the subject property and *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following service will be provided to the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and services.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned ""SFR-1-B" with the intent to rezone the property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the property at future times in response to requests submitted by the landowners or authorized city staff.

I. Library service: Service by present personnel, equipment, and facilities within the City.

J. Storm Water Management: Owner/developer will provide storm water system as necessary at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance of the system by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) The City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The property owner or developer shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except that the Owners shall not be required to construct the water line, fire hydrant, or meter (the "Water Facilities") described in Section 2(b) of that certain Annexation Agreement between the property owner and the City dated _____, 2013. (the "Annexation Agreement"). Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City, provided that the property owner will not be required to pay the cost of construction of the Water Facilities. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) The City will provide wastewater service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The property owner or developer shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, subject to and except as provided within the terms, conditions and requirements of the Development Agreement, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: The Water Facilities. All capital improvements, except for the Water Facilities, shall be funded and paid for by the developer or the property owner.

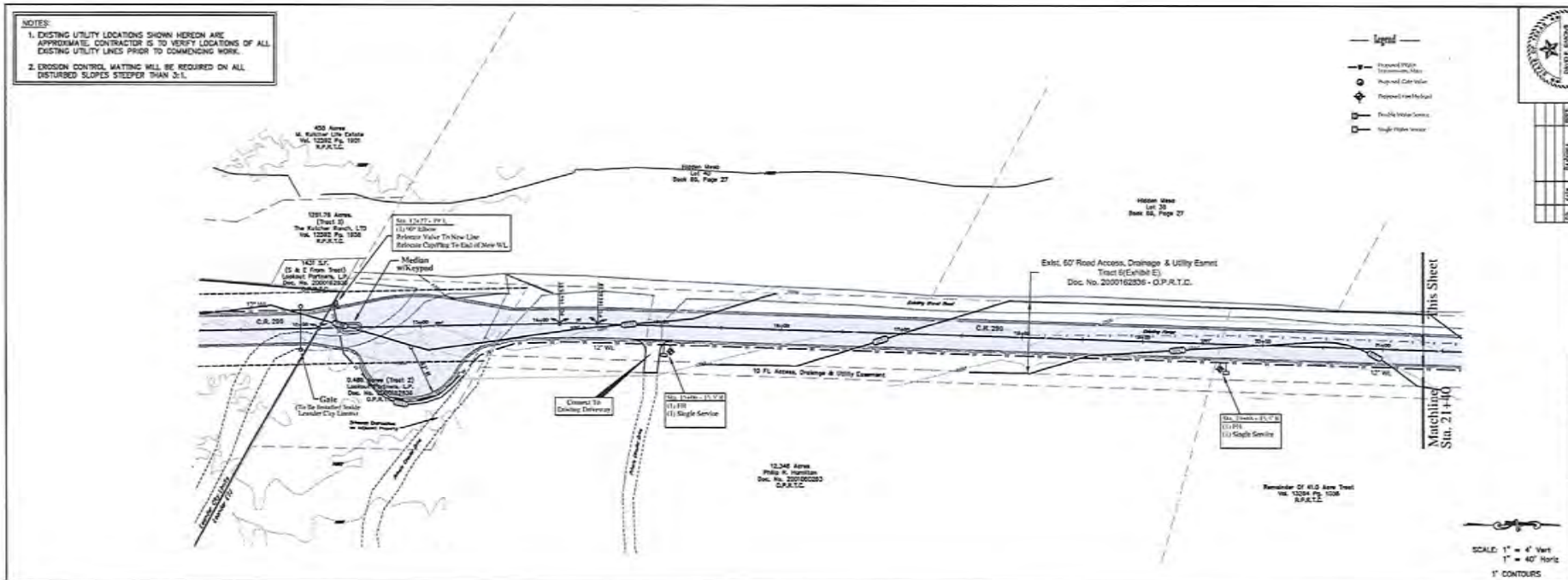
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

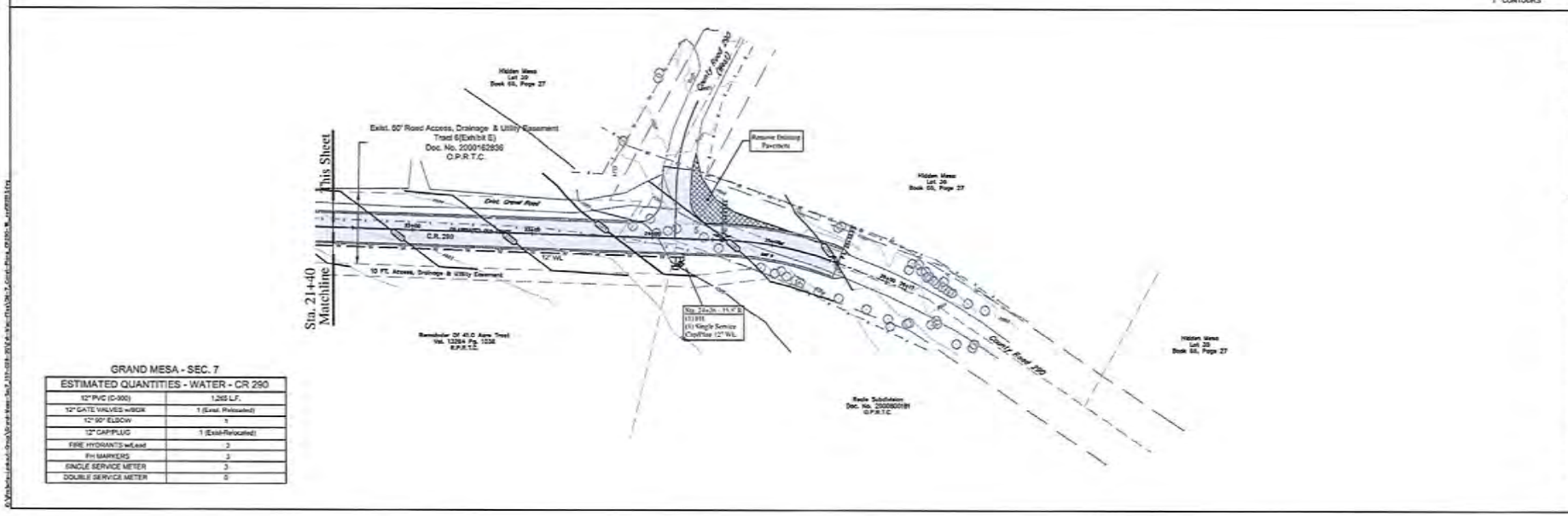
(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

EXHIBIT "E"
Water Line and Fire Hydrant Exhibit

NOTES:

1. EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
2. EROSION CONTROL MATTING WILL BE REQUIRED ON ALL DISTURBED SLOPES STEEPER THAN 3:1.





GRAND MESA - SEC. 7

ESTIMATED QUANTITIES - WATER - CR 290	
12" PVC (C-900)	1,265 L.F.
12" GATE VALVES w/BOX	1 (Exist. Relocated)
12" 90° ELBOW	1
12" CAP/PLUG	1 (Exist-Relocated)
FIRE HYDRANTS w/Lead	3
FH MARKERS	3
SINGLE SERVICE METER	3
DOUBLE SERVICE METER	0

Jay Engineering Company, Inc.
P.O. Box 1220
Lakeway, Texas 78648-1220
Tel (512) 258-3002 Fax (512) 258-8016
TEXAS REGISTERED ENGINEERING FIRM F-4160

GRAND MESA @ CRYSTAL FALLS - SEC. 7A
IMPROVEMENTS

C.R. 290 - Waterline Plan

THE LOOKOUT GROUP, INC.

SCALE: AS NOTED DWN: JJD DESIGN: SJM DATE: AUG 2013
DWG. NO. AS NOTED JOB NO. 151-028-20

Sheet No. 1 of 1

EXHIBIT "F"

MEMORANDUM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Whereas, Thomas A. Rochelle and Jennifer D. Rochelle (the "Owner"), and the City of Leander (the "City"), entered into an Annexation Agreement dated _____, 20_____, (the "Agreement");

Whereas, Owner owns or intends to acquire the Property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

Whereas, recording the entire Agreement in the real property records of Travis County is impractical and needlessly burdensome; and

Whereas, the Parties agree to file this Memorandum of Agreement ("Memorandum") to comply with statutory filing requirements;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Travis County, Texas, for the purpose of giving notice to all persons that:

(1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.

(2) The Owner and its successors and assigns are required to perform as agreed and provided in the Agreement as well as all other applicable rules, regulations and codes of the City.

Executed and filed this the _____ day of _____, 2013.

By:_____
Name: Thomas A. Rochelle

By:_____
Name: Jennifer D. Rochelle

By:_____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kent Cagle, City Manager of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of_____ 20__.

(SEAL) _____
Notary Public-State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Thomas A. Rochelle, Owner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL) _____
Notary Public-State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jennifer D. Rochelle, Owner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL) _____
Notary Public-State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

ANNEXATION AGREEMENT

This Annexation Agreement is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, the City has begun the process to unilaterally annex Property; and

WHEREAS, the City and the Owner have reached an agreement to voluntarily annex the portion of the Property more particularly shown and described in Exhibit B incorporated herein for all purposes (the "Annexation Property") on the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Annexation. The City agrees that the Property, save and except the Annexation Property, shall remain in the City's extraterritorial jurisdiction (the "ETJ Property") and the City shall discontinue the pending annexation proceedings as to the ETJ Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement. The Owner agrees to the annexation of the Annexation Property into the City. A petition executed by the Owner requesting that the City annex the Annexation Property is attached hereto as Exhibit "C", and the municipal services plan for such annexation is attached hereto as Exhibit "D". Owner accepts the municipal services plan as good, sufficient and acceptable. Owner will not be required to pay any application fee related to the submission of the annexation petition.

Section 2. City's Obligations. In consideration of the Owner's agreements set forth in Section 3, the City covenants and agrees to the following:

(a) The speed limit on the portion of County Road 290 ("CR 290") within the city limits abutting the Property will be posted at thirty (30) miles per hour or less.

(b) The City will construct, or cause to be constructed, a twelve (12) inch water line to the Property along the route generally shown in Exhibit E attached hereto and incorporated herein for all purposes. The water line will be completed within four (4) months of the Effective Date. The City will install a 5/8" meter (the "Meter") at the Property on the east side of CR 290 at a location agreed upon by the parties, and will install three fire hydrants on the east side of CR 290 at the locations designated in the construction plans approved by the City and as generally shown in Exhibit E.

(c) The City will provide water utility service to the Property through the Meter, subject to payment of all fees required by City ordinances, including but not limited to water rates and security deposits, and subject to the requirements of the City's utility ordinances, regulations and policies as amended from time to time; provided that the City has entered into an agreement with Lookout Development Group, LP in which Lookout Development Group, LP will pay the water impact fee for the Property, which will satisfy the requirement that Owner pay a water impact fee to receive water service to the Property. The Owner will not be prohibited from using water on a portion of the Property solely because the Property is not located in the city limits.

(d) Travis County Emergency Services District #1 (the "ESD") may use the fire hydrants described in Section 2(b) if responding to an emergency on the Property or neighboring properties within the ESD's service area.

(e) No street lights are currently proposed for CR 290 in front of the Property and will not be placed there unless required for traffic safety.

(f) The City will notify the Owner prior to conducting any construction activities on the Annexation Property.

Section 3. Owner's Obligations. In consideration of the City's agreement not to annex the ETJ Property and as a condition of the ETJ Property remaining in the City's ETJ, as well as the other consideration set forth in Section 2, the value and sufficiency of which is hereby acknowledged and accepted, the Owner covenants and agrees to the following:

(a) The Owner shall use the Property only for single family residential use, light agriculture as allowed in the City's Single-Family Rural zoning district, and/or a home based business, as defined by the City's zoning regulations.

(b) The Owner shall not subdivide the ETJ Property, or file for approval of a subdivision plat, site plan, or related development document for the ETJ Property with Travis County or the City until the ETJ Property is annexed into and zoned by the City; provided that the Owner may combine the Property with the property abutting the Property's north boundary without violating this Section 3(b).

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the ETJ Property that requires a building permit until the ETJ Property is annexed into and zoned by the City, except those buildings or structures authorized by Section 3(a). Accessory structures authorized under the Single Family Rural (District "SFR") and buildings or structures that are related to and necessary for the use of the ETJ Property as authorized under Section 3(a) are allowed; provided that no more than one single family home may be built on the Property.

(d) Owner shall request and cooperate to accomplish the annexation of the

Annexation Property into the City by submitting an executed annexation petition to the City using the forms attached hereto as Exhibits C and D (the "Municipal Services Plan") at the time the Owner signs this Agreement. Owner accepts the municipal services plan as good, sufficient and acceptable.

Section 4. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the ETJ Property, and the ETJ Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit (excluding building permit applications for construction of a new single family residence or additions to an existing single family residence authorized to be located on the Property under Section 3), or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

(2) The Owner's failure to comply with Section 3.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 4(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section. 5. Right-of-way Dedication. The Owner acknowledges and agrees that the Annexed Property is subject to that certain Easement Agreement recorded in Volume 12902, Page 948, Official Public Records of Travis County, Texas (the "Easement"), under which the Grantee under the Easement, and Grantee's successors and assigns (which is currently Lookout Development Group, LP), have the right to grant the City one or more easements for right-of-way, drainage, and/or utilities within the Easement without joinder of the Grantor under the Easement. The Owner consents to the conveyance of easements to the City by the Lookout Development Group, LP under the terms of the Easement. The Owner further agrees to dedicate the Property to the City using a form substantially similar to that set forth in Exhibit F within ten (10) days following the date of second reading of the ordinance annexing the Property.

Section 6. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
100 W. Center Street
Leander, Texas 78640

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Gregory and Dominique Endicott
404 Lone Star Drive
Cedar Park, TX 78613

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement in the form set forth in Exhibit G shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 3 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regarding to conflict of laws.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2013.

Owner (s)

_____

Gregory Loren Endicott

_____

Dominique Cecere Endicott

City of Leander, Texas

_____
Christopher Fielder, Mayor

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Gregory Loren Endicott, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Dominique Cecere Endicott, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2013.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

Lot 5, Block A, Reale Subdivision, located in Travis County, Texas, being more particularly described in the instrument recorded under Document Number 2013050430TR, Official Public Records of Travis County, Texas, also known as Travis Central Appraisal District Parcel ID 770825

EXHIBIT "B"

Annexation Property

A 0.05 acre, more or less, area in the southwestern corner of the Property and including all of the land within the Property boundary described in that certain easement agreement recorded in Volume 12902 Page 1948 of the official public records of Travis County, Texas.

The annexation property is graphically depicted in the attached map.

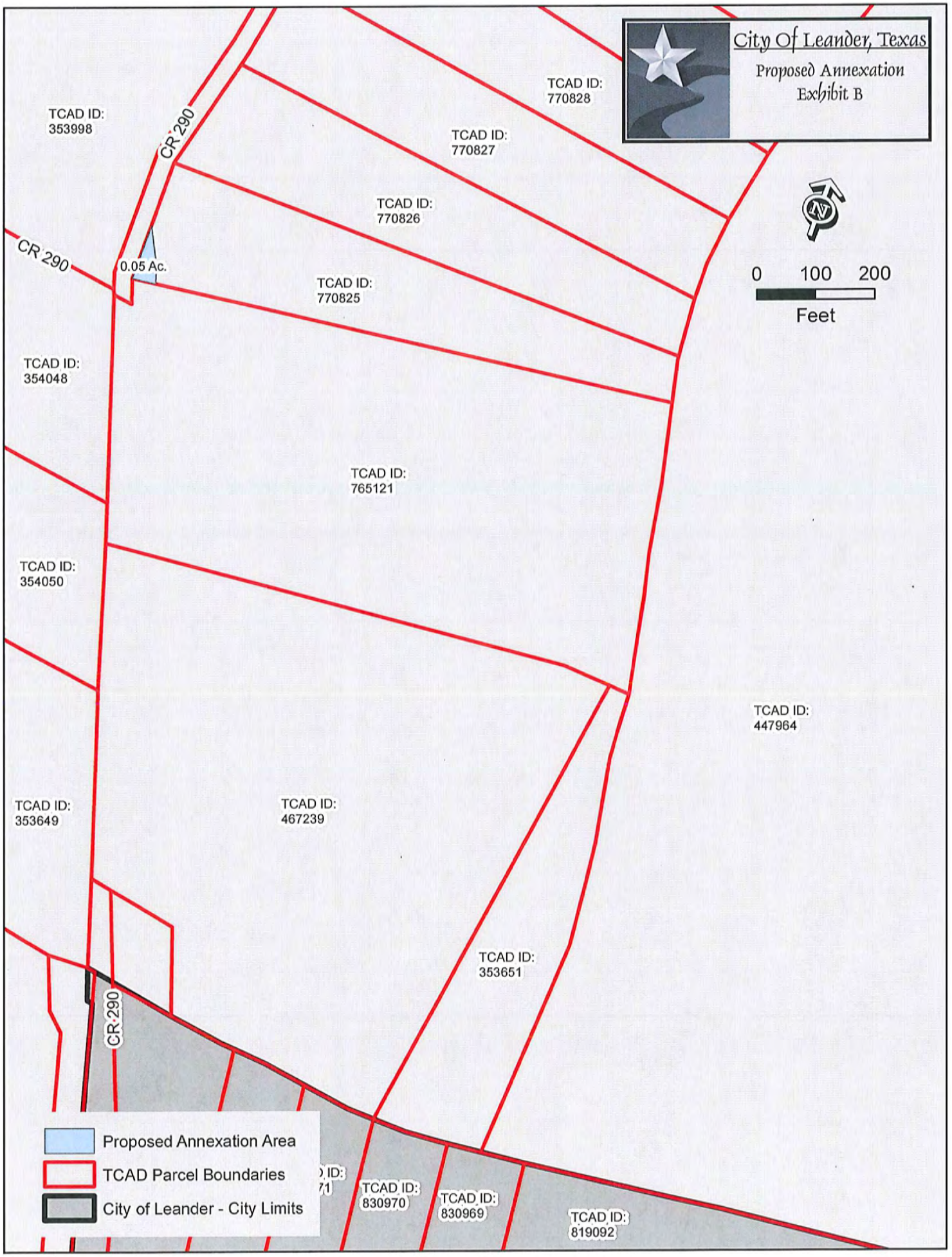

City Of Leander, Texas
Proposed Annexation
Exhibit B
TCAD ID: 353998
CR 290
TCAD ID: 770828
TCAD ID: 770827
TCAD ID: 770826
CR 290
0.05 Ac.
TCAD ID: 770825
0
100
200
Feet
TCAD ID: 354048
TCAD ID: 765121
TCAD ID: 354050
TCAD ID: 447964
TCAD ID: 353649
TCAD ID: 467239
TCAD ID: 353651
CR 290
Proposed Annexation Area
TCAD Parcel Boundaries
City of Leander - City Limits
TCAD ID: 830970
TCAD ID: 830969
TCAD ID: 819092

EXHIBIT "C"

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Travis County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Request and Petition:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

> All that certain tract or parcel of land, located in Travis County, Texas, being 0.05 acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and

adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2013, with the City Secretary of the City of Leander, Travis County, Texas.

Petitioners:

_____
Gregory Loren Endicott

_____
Dominique Cecere Endicott

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gregory Loren Endicott, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2013.

(SEAL)

_____
Notary Public-State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dominique Cecere Endicott, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2013.

(SEAL)

_____
Notary Public-State of Texas

EXHIBIT "D"

MUNICPAL SERVICES PLAN FOR THE PROPERTY

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, the owner of the subject property, or owner's authorized agent (the "Owner"), has requested annexation of the subject property and *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following service will be provided to the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and services.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned ""SFR-1-B" with the intent to rezone the property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the property at future times in response to requests submitted by the landowners or authorized city staff.

I. Library service: Service by present personnel, equipment, and facilities within the City.

J. Storm Water Management: Owner/developer will provide storm water system as necessary at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance of the system by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) The City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The property owner or developer shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except that the Owners shall not be required to construct the water line, fire hydrant, or meter (the "Water Facilities") described in Section 2(b) of that certain Annexation Agreement between the property owner and the City dated _____, 2013. (the "Annexation Agreement"). Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City, provided that the property owner will not be required to pay the cost of construction of the Water Facilities. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) The City will provide wastewater service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The property owner or developer shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, subject to and except as provided within the terms, conditions and requirements of the Development Agreement, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: The Water Facilities. All capital improvements, except for the Water Facilities, shall be funded and paid for by the developer or the property owner.

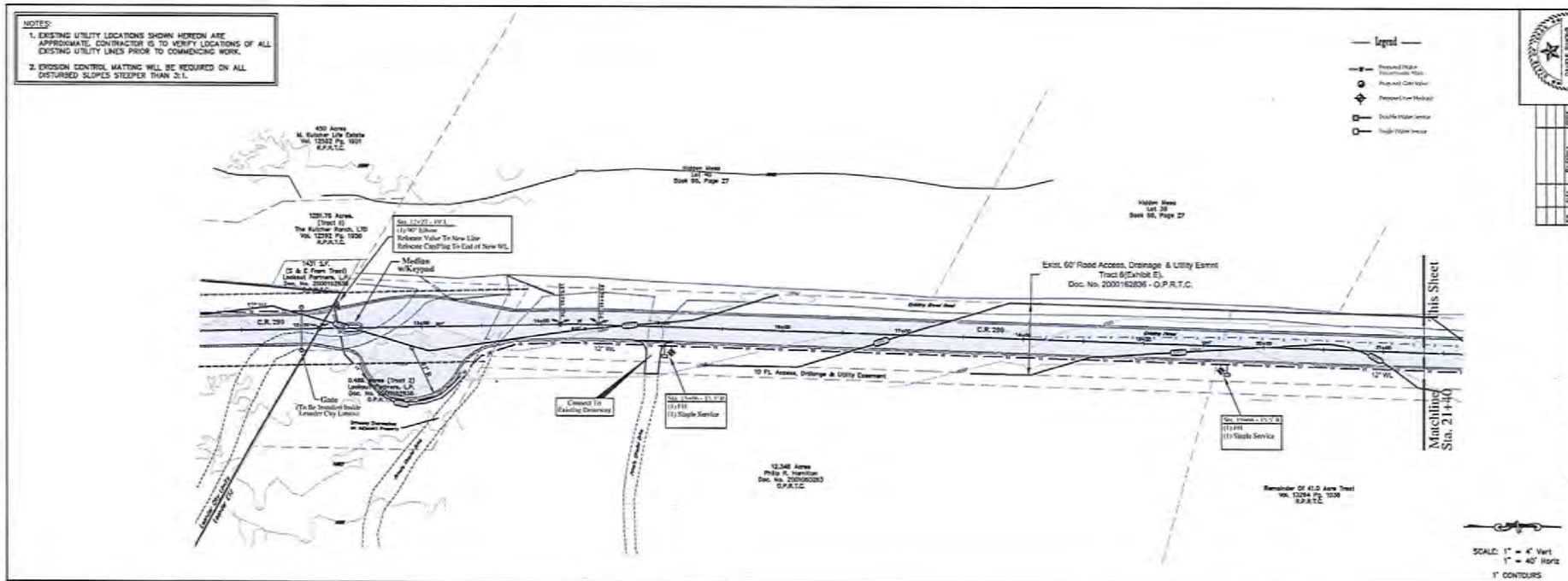
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

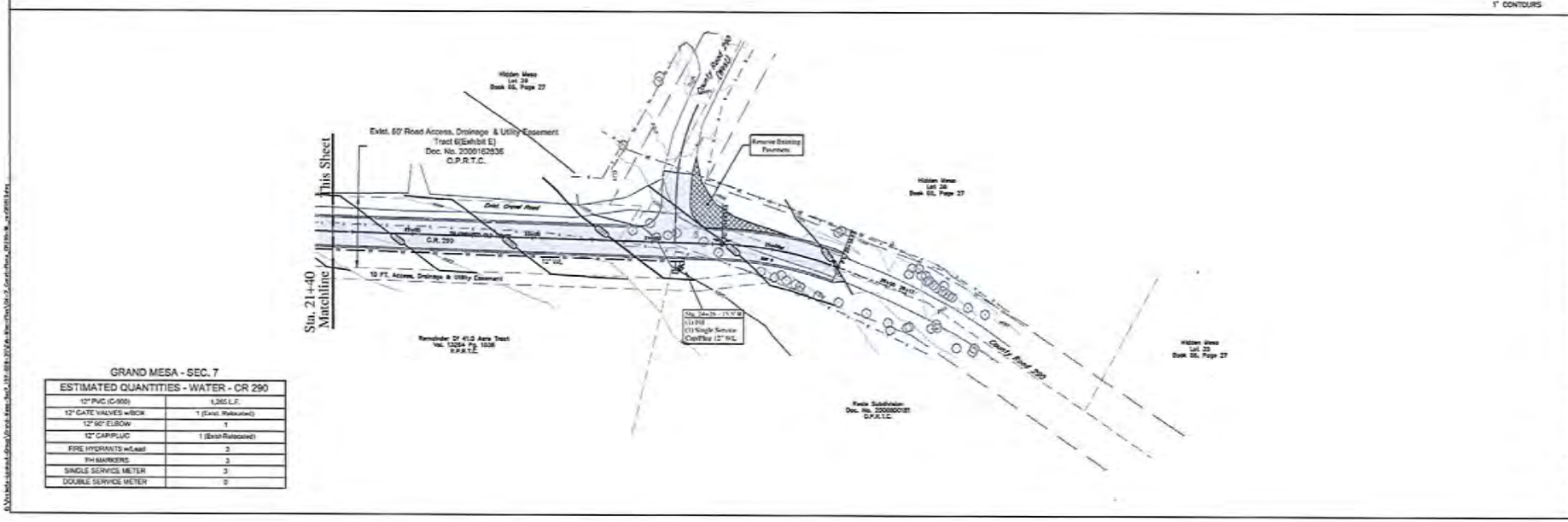
(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

EXHIBIT "E"
Water Line and Fire Hydrant Exhibit

NOTES:

1. EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
2. EROSION CONTROL MATTING WILL BE REQUIRED ON ALL DISTURBED SLOPES STEEPER THAN 3:1.





GRAND MESA - SEC. 7

ESTIMATED QUANTITIES - WATER - CR 290	
12" PVC (C-900)	1,265 L.F.
12" GATE VALVES w/BOX	1 (Exist. Relocated)
12" 90° ELBOW	1
12" CAP/PLUG	1 (Exist-Relocated)
FIRE HYDRANTS w/Lead	3
PH MARKERS	3
SINGLE SERVICE METER	3
DOUBLE SERVICE METER	0

DAVID P. SIMONS
94008
7/12/2013

No.	Date	Revisions	Sign

Jay Engineering Company, Inc.
P.O. Box 1220
Lakeside, Texas 76108-1220
Tel: (512) 259-3882 Fax: (512) 259-8016
TEXAS REGISTERED ENGINEERING FIRM F-4785

GRAND MESA @ CRYSTAL FALLS - SEC. 7A
IMPROVEMENTS

C.R. 290 - Waterline Plan

THE LOOKOUT GROUP, INC.

SCALE: AS NOTED DWN: AB DESIGN: SDK DATE: AUG 2013
DWG. NO. AS NOTED JOB NO. 157-018-20

Sheet No. 1 of 1

EXHIBIT "F"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That Gregory Loren Endicott and Dominique Cecere Endicott, individually, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, to Grantor cash in hand paid by **The City of Leander, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **Grantee**, all that certain lot, tract or parcel of land known and described as follows:

All that certain parcel or tract of land being 0.05 acres, more or less, located in Travis County, Texas, as more particularly described in metes and bounds in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein as if fully transcribed herein (the "Property"), together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to any and all rights of Grantor in and to all roads alleys, easements, streets and ways adjacent to the Property.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Leander, Texas**, its successors and assigns forever, and Grantor does hereby bind their successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Leander, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantors, but not otherwise.

EXECUTED at _____, _____ County, Texas, this the ___ day of _____ 2013.

_____
Gregory Loren Endicott, Grantor

_____
Dominique Cecere Endicott, Grantor

Mailing Address: 404 Lone Star Drive
Cedar Park, TX 78613

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gregory Loren Endicott, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of 2013.

_____
Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dominique Cecere Endicott, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 2013.

_____
Notary Public-State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS (Grantee):

_____
Christopher Fielder, Mayor
Mailing Address: P.O. Box 319
Leander, Williamson County, Texas 78641

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christopher Fielder, Mayor, City of Leander, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 2013.

_____
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Texas 78641

EXHIBIT "G"

MEMORANDUM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Whereas, Gregory Loren Endicott and Dominique Cecere Endicott (the "Owner"), and the City of Leander (the "City"), entered into an Annexation Agreement dated _____, 20_____, (the "Agreement");

Whereas, Owner owns or intends to acquire the Property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

Whereas, recording the entire Agreement in the real property records of Travis County is impractical and needlessly burdensome; and

Whereas, the Parties agree to file this Memorandum of Agreement ("Memorandum") to comply with statutory filing requirements;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Travis County, Texas, for the purpose of giving notice to all persons that:

(1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.

(2) The Owner and its successors and assigns are required to perform as agreed and provided in the Agreement as well as all other applicable rules, regulations and codes of the City.

Executed and filed this the _____ day of _____, 2013.

By:_____
Name: Gregory Loren Endicott

By:_____
Name: Dominique Cecere Endicott

By:_____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gregory Loren Endicott, Owner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____day of _____ 20__.

_____

(SEAL) Notary Public-State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dominique Cecere Endicott, Owner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____day of _____ 20__.

_____

(SEAL) Notary Public-State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kent Cagle, City Manager of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 20__.

(SEAL) _____
Notary Public-State of Texas

AGENDA ITEM # 16

Executive Summary

November 21, 2013

Council Agenda Subject: Consideration of Task Order KFA-21 with K. Friese & Associates, Inc., for professional services for Ronald Reagan Boulevard 24-inch Water Line Extension.

Background: Task Order KFA-21 provides for professional services for the design, advertising, bidding, and construction services for approximately 7,800 linear feet of 24-inch water transmission line along Reagan Boulevard from the northwest corner of Reagan's Overlook Subdivision to the southeast corner of the Wedemeyer property. Compensation for this work is a combination of a lump sum amount of $82,462.00 and time and materials not to exceed $ 94,291.00, for a combined total of $176,753.00.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: $176,753.00 from Utility Fund Reserves to be reimbursed by the Water Impact Fee Fund, GL # TBD.

Recommendation: Staff requests authorization of the City Manager to negotiate and execute Task Order-KFA-21.

Attachments: Draft Task Order KFA-21 and Scope of Services with supporting documents.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. KFA-21

This will constitute authorization by the City of Leander, Texas (Owner), for K Friese & Associates, Inc., Austin, Texas (Engineer), to proceed with the following described engineering services.

RONALD REAGAN BOULEVARD 24-INCH WATERLINE EXTENSION

A. PROJECT DESCRIPTION

The City of Leander has requested that KFA perform the design of the Ronald Reagan 42-inch Waterline. The proposed waterline will be approximately 7,800 LF.

B. SCOPE OF SERVICES

KFA will provide design services as described in the attached "Scope of Services."

C. DELIVERABLES

KFA will provide deliverables as described in the attached scope of services.

D. BASIS OF COMPENSATION

The total compensation for the Ronald Reagan Waterline shall be on a partially lump sum basis of $82,462.00 and on a time and materials basis not to exceed $94,291.00 without prior authorization from the Owner. For a total authorization amount of $176,753.00. A Manpower/Budget Estimate is attached. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 6 months. Bid and Construction phase services are anticipated to take 12 months.

KFA will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 18 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

K FRIESE & ASSOCIATES, INC.

By _____
Karen A. Friese, P.E.
President

Attest _____

Date _____

SCOPE OF SERVICES
RONALD REAGAN BOULEVARD 24-INCH WATERLINE EXTENSION

The Ronald Reagan Boulevard 24-inch Waterline Extension consists of approximately 7,800 linear feet of potable water main to be installed within the right-of-way of Ronald Reagan Boulevard. At its southern end it will tie to a currently under construction 24-inch main that is being built as part of the Reagan's Overlook offsite improvements. The line will extend to the north and terminate near the proposed entrance driveway of the Wedemeyer property development. The line will be required to cross the S. San Gabriel River, currently proposed to be installed via open cut methods.

The Scope and Fee has been divided into "Time and Material" tasks and "Lump Sum" tasks.

PHASE I - DESIGN AND BID PHASE (LUMP SUM TASKS)

1. Project Management/Administration – This task includes monitoring budgets and schedules, communications, and other tasks directly associated with the project.

2. Project Design Meetings – KFA will prepare for and attend meetings with City of Leander staff to kick off the project (1 kick off meeting) and to review plan and specification submittals at the 30%, 75% and 100% design levels (3 review meetings).

3. Route Analysis: The general route for the pipeline will be as described above. The final alignment will be determined taking into account USACE permitting, existing utilities, options for crossing the S. San Gabriel River, possible cultural resource sites, and possible endangered species site impacts will also be evaluated to determine the final route.

4. Utility Research: Coordinate with utility companies to identify the location of existing utilities along the route.

5. Plan Preparation – For purposes of this proposal, it is assumed that the main will be approximately 7,800 linear feet long. Once the horizontal alignment has been finalized, KFA will develop construction plans, contract documents and technical specifications. Construction plans will include notes, plan and profile sheets, erosion and sedimentation controls, tree protection, and traffic control. Additionally, plans will include connection to the existing City of Leander water system and a storm water pollution prevention plan (SWPPP).

6. Technical specifications will be prepared for the project and KFA will coordinate with the City of Leander to incorporate front end and contract documents.

7. KFA will provide 30%, 75%, and 100% submittals to the City of Leander for review and comment. Submittals will include 3 sets of drawings and contract documents and technical specifications as they are developed. Each submittal will also include an updated project cost estimate. The final submittal will include one full size set of reproducible construction plans and complete set of contract

documents and technical specifications and one electronic set of construction plans, contract documents and technical specifications.

8. Develop construction cost estimates for the project at each plan submittal.

9. Quality Assurance/Quality Control – The QA/QC task includes review of the work at various stages of progress as well as review of all materials to be submitted.

10. Permitting - For purposes of this proposal, it is assumed that the final alignment will be able to be permitted under the Nation Wide Permit 12 with the USACE.

    a. As the proposed project alignment crosses the floodplain of the S. San Gabriel River, KFA will obtain the necessary Floodplain Permit.
    b. KFA will submit plans and specifications to TCEQ documenting the project and address any comments or requests for additional information typically necessary for construction approval.

11. KFA will prepare a Final Design Report documenting the rationale for pipeline design and alignment selection and the Cultural Resources Survey.

12. KFA will assist the City of Leander during the Bid Phase with contract document distribution, conducting the pre-bid conference and bid opening, and providing assistance throughout the bidding process. Services during the bid phase will include:

    a. Attend pre-bid conference. KFA will attend the pre-bid conference document any questions and any responses provided at the meeting, and issue a follow-up addendum if necessary.
    b. Interpret plans and specifications and draft addenda, as necessary, for issuance by the City of Leander. One (1) addendum has been assumed for budgeting purposes.
    c. Attend bid-opening, prepare bid tabulation and issue a recommendation for award. KFA will attend the public bid opening. After receipt of bids, KFA will tabulate the bids in unit price format. KFA will evaluate the bids for responsiveness, meet with the low bidder if necessary, and issue a recommendation of award to the City of Leander.

PHASE I - DESIGN AND BID PHASE (TIME & MATERIALS TASKS)

1. Impact Fee Update - This task includes KFA time for updating impact fee calculations as requested by the City as it relates to this project.

2. Environmental Services (Atkins)
    a. Jurisdictional Waters Delineation
    b. Threatened and Endangered Species Assessment
    c. Cultural and Historic Resources Assessment
    d. Texas Historical Commission (THC) Coordination

3. Geotechnical Engineering Services (Fugro):

a. Field Investigation – Fugro will perform up to nine borings at depths of twenty feet each.
b. Laboratory Testing – Fugro will perform laboratory tests to classify soil strata and evaluate plasticity
c. Engineering Report – Fugro will draft a geotechnical engineering report that will include boring locations, general subsurface conditions, bore logs, trench safety discussion, groundwater conditions and recommendations for earthwork.

4. Design Survey (Inland):
    a. Topographic Survey – Inland Geodetics will establish horizontal and vertical control and perform a detailed topographic route survey for the entire proposed alignment for a width of 75-feet including trees 8-inches in diameter and larger, manhole inverts and visible utilities in the area. Inland will prepare CADD files with a digital terrain model processed with 1 foot contours. No easements are anticipated or included.

PHASE II - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)

1. KFA will assist the City of Leander with contract administration during the construction phase of the project. We understand the City of Leander will provide required construction inspection services, and have assumed that the construction duration will be approximately 6 months. KFA's services will include:

    a. Construction plan reproduction and distribution. KFA will incorporate addenda items in the construction plans as appropriate and reproduce and distribute the documents.
    b. Attend pre-construction conference. KFA will attend a pre-construction conference with the City of Leander, Contractor, and other parties as appropriate, and prepare the meeting minutes.
    c. Attend regular construction meetings. KFA will attend regular construction meetings with the City of Leander, Contractor, and other parties as appropriate, including preparing the meeting minutes. For budgeting purposes we have assumed 8 meetings.
    d. Site Visits. KFA will visit the site (8 visits) to check the progress of the work and verify general conformance with the project plans and technical specifications.
    e. Submittal Review. KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.
    f. Pay Estimate Review. KFA will review the Contractor's pay estimates after approval by the City of Leander's on-site Inspector and make recommendations for payment.
    g. Preparation of Change Orders. KFA will review all Contractor's requests for Change Orders and prepare Change Orders as appropriate. For budgeting purposes we have assumed two (2) change orders.

h. Provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Four (4) RFI's have been assumed.
i. Contract Close-out. KFA will attend a final project walk-thru, document "punch list items", and issue an Engineer's Concurrence for Project Acceptance letter. KFA will also notify TCEQ and other jurisdictional agencies of project completion.
j. Record Drawings. KFA will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Leander with one set of reproducible record drawings and provide one set of record drawings in electronic format.

KFA MANPOWER/BUDGET ESTIMATE
RONALD REAGAN BLVD. 24-INCH WATERLINE EXTENSION

		Task	Principal Hours	Project Manager Hours	EIT Hours	CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
Lump Sum - Phase I - Design & Bid Phase												
1		Project Management/Administration	4	16			8	28	$3,702			$3,702
2		Project Design Meetings (4)		16	12			28	$3,600		$400	$4,000
3		Route Analysis - Finalize Alignment		4	4	8		16	$1,740		$100	$1,840
4		Utility Research		2	12	4		18	$1,830			$1,830
5		Plan Preparation (30 Sheets)		60	156	180		396	$40,896			$40,896
6		Technical Specifications		16	32		16	64	$6,508			$6,508
7		30%, 75%, 100% Submittals		3	12	24	6	45	$4,214		$500	$4,714
8		Construction Cost Estimates		4	12	6		22	$2,322			$2,322
9		QA/QC of Contract Documents	20					20	$3,800			$3,800
10		Permitting	0	8	16	12	0	36	$3,876		$100	$3,976
	a	*Floodplain Permitting*		*4*	*8*	*4*		*16*	*$1,752*		*$50*	*$1,802*
	b	*TCEQ Permitting*		*4*	*8*	*8*		*20*	*$2,124*		*$50*	*$2,174*
11		Final Design Report		8	16	8	8	40	$3,998		$100	$4,098
12		Bid Phase Services	0	16	16	4	6	42	$4,727		$50	$4,777
	a	*Pre-Bid Conference*		*8*	*4*			*12*	*$1,608*			*$1,608*
	b	*Contractor Questions and Addenda (1)*		*4*	*4*	*4*	*4*	*16*	*$1,615*		*$50*	*$1,665*
	c	*Bid Opening, Tabulation, & Recommendation*		*4*	*8*		*2*	*14*	*$1,504*			*$1,504*
		Lump Sum Totals	**24**	**153**	**288**	**246**	**44**	**755**	**$81,212**	**$0**	**$1,250**	**$82,462**
T & M - Phase I - Design & Bid Phase												
1		Impact Fee Update		16	32	8		56	$6,264			$6,264
2		Environmental Services (Atkins)		4	2	2		8	$990	$8,975		$9,965
3		Geotechnical Investigation (Fugro)		4	2	2		8	$990	$14,665		$15,655
4		Design Survey (Inland)		4	4	4		12	$1,368	$24,315		$25,683
		Subtotal Phase I	**0**	**28**	**40**	**16**	**0**	**84**	**$9,612**	**$47,955**	**$0**	**$57,567**
T & M - Phase II - Construction Phase												
1		Construction Phase Services	0	116	152	30	8	306	$35,624		$1,100	$36,724
	a	*Construction Plan Reproduction and Distribution*		*2*		*4*	*8*	*14*	*$1,172*			*$1,172*
	b	*Pre-Construction Conference*		*6*	*4*	*2*		*12*	*$1,488*			*$1,488*
	c	*Construction Meetings (8)*		*24*	*24*			*48*	*$5,976*		*$600*	*$6,576*
	d	*Site Visits (8)*		*24*	*24*			*48*	*$5,976*		*$300*	*$6,276*
	e	*Submittal Review*		*16*	*48*			*64*	*$7,056*			*$7,056*
	f	*Pay Estimate Review (9)*		*12*	*12*			*24*	*$2,988*			*$2,988*
	g	*Change Orders (2)*		*8*	*8*	*8*		*24*	*$2,736*			*$2,736*
	h	*RFI's (4)*		*12*	*12*			*24*	*$2,988*			*$2,988*
	i	*Contract Close-out*		*8*	*12*			*20*	*$2,376*			*$2,376*
	j	*Record Drawings*		*4*	*8*	*16*		*28*	*$2,868*		*$200*	*$3,068*
		Subtotal Phase II	**0**	**116**	**152**	**30**	**8**	**306**	**$35,624**	**$0**	**$1,100**	**$36,724**
		T & M Project Totals	**0**	**144**	**192**	**46**	**8**	**390**	**$45,236**	**$47,955**	**$1,100**	**$94,291**
											Total Project Budget =	**$176,753**

INLAND GEODETICS, LP
PROFESSIONAL LAND SURVEYORS

1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200
512-238-1251 fax

24 August 2013
22 October 2013 (revised)

Dale Murphy, P.E.
KFriese & Associates, Inc.
1120 S. Capital of Texas Hwy.
City View 2, Ste: 100
Austin TX, 78746

RE: City of Leander- Ronald Reagan Waterline Extension Project

Mr. Murphy:

Inland Geodetics, LP (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project. Our proposal is to generate topographic design data for the City of Leander Water Line Extension Project along and within the right-of-way of Ronald Reagan Boulevard. The area will encompass a detailed route survey of the proposed alignment and will proceed from 4000' south of the San Gabriel River to 4500' north thereof crossing from the east sided of the ROW to the west at the river. This alignment is delineated by an exhibit sent by email 18 August 2013 by Dale Murphy and a field reconn at the project site and is considered the basis for this proposal. Below is a specific list of our proposed Scope of Services and estimated costs.

SCOPE OF SERVICES

A. Right of Entry

1. Inland assumes the affected owners have been contacted requesting access for surveying operations, and that right-of-entry has been secured. Any special conditions or request must be forwarded to our office before operations begin.

B. Right-of-Way Schematic

1. Inland will perform sufficient deed research and field surveying to utilize the gathered information to depict the existing Ronald Reagan Blvd. ROW within the project files.

C. Primary Control and Field Topographic Survey

1. Inland shall generate, recover and verify existing horizontal and vertical primary control. Additionally we shall establish or densify secondary control as needed for the length of this project. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights and projected through the length of the project
2. Inland will perform differential level loops to develop a benchmark vertical control system at approximately 1000 foot intervals.
3. Inland will place a "One Call" request for utility locations within the area of the survey and locate any markings made within a reasonable time frame of the survey. Additional trips to site to collect utility markings made at a later date will be considered reason to seek additional compensation.
4. Collect spot elevations and grade breaks along the project route (approx. 75' wide corridor) including driveways, visible utilities, drainage features, trees and any improvements within the defined area including defining the edges of pavement for Ronald Reagan Blvd. Additionally, geotechnical boreholes will be located with X,Y,Z values (assumes 6 sites). Inland will generate a 1 foot contour interval DTM file of the project area and deliver a Autocad dwg, XML, and point ASCII file.

The estimated Lump Sum fee for the above services: **$ 24,315.00**

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts. Inland will require a tax exemption certificate from KFriese and Associates issued by the City of Leander for the purchase of taxable goods and services on this project (boundary determination components).

Best Regards,

M. Stephen Truesdale, RPLS, LSLS
Principal/Co-owner
Inland Geodetics, LLC

FUGRO CONSULTANTS, INC.

8613 Cross Park Drive
Austin, Texas 78754
Phone: 512-977-1800
Fax: 512-973-9966

K Friese & Associates, Inc.
1120 South Capital of Texas Highway
City View 2, Suite 100
Austin, Texas 78746

Proposal No. 04.30131057
October 24, 2013

Attention: Mr. Dale Murphy, P.E.

Proposal for Geotechnical Investigation
Ronald Reagan Waterline Extension
Leander, Texas

Fugro Consultants, Inc. (Fugro) is pleased to be selected to provide geotechnical engineering services for the above referenced project. The project will consist of about 7,800 linear ft of new 24-inch diameter waterline to be installed along the easement of Ronald Reagan Boulevard. The waterline will be installed using conventional open-cut techniques. It is anticipated that the waterline will be on the order of 10 to 15 ft deep.

The project will include field, laboratory and engineering phases. The following sections of this proposal include the scope of our services in these study phases, a cost estimate, an estimated schedule, and proposed terms and conditions.

Field Investigation

According to published geologic mapping and nearby boring data, the alignment is likely underlain by weathered remnants and limestone of the Keys Valley Marl and Comanche Peak members of the Fredericksburg Group. As requested, Fugro will drill borings at approximate 1,000 ft intervals along the alignment, and a boring on either side of San Gabriel River. A total of nine (9) borings will be drilled to the 20 ft depth. Total drilling footage will be about 180 feet.

Borings will be staked and utilities located prior to drill rig mobilization. Cohesive soil will be sampled using seamless push tube samplers, while granular or near rock-like materials will be sampled and tested using the Standard Penetrations Test (SPT). Limestone which is encountered will be cored continuously to allow for limestone characterization and laboratory

testing. Completed open boreholes will be backfilled with a cuttings-bentonite mixture. Groundwater measurements will be made at the time of boring.

Laboratory Testing

Laboratory tests (natural water content determinations, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and to evaluate plasticity and shrink/swell potential. Unconfined compression tests will be conducted on selected intact soil and/or rock specimens to evaluate the compressive strength of the subsurface strata. Soluble sulfates, chlorides, pH, and box resistivity testing is proposed for use by others in evaluating soil corrosivity.

Engineering Report

Engineering analyses of the results of the field and laboratory data will be made to develop selected geotechnical parameters for waterline installation. Specifically, the report will include the following:

1. General subsurface conditions, discussion of site geology, boring logs with descriptions of strata and laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Discussion of excavation potential;
4. General discussion of OSHA trench safety for preliminary cost estimation purposes (actual design, installation and performance of trench excavation safety systems are the responsibility of the contractor);
5. Discussion of anticipated groundwater conditions and potential effect on proposed construction; and
6. Recommendations for earthwork including pipe bedding and backfilling procedures.

An electronic (PDF) copy and four hard copies of the report will be submitted unless otherwise requested. The undersigned will manage this project.

Cost Estimate

Based on the scope of work outlined above and the attached Fee Schedule G-2012, our estimated fee is presented on Attachment 1. The estimated fee is based on the following:

1. Boring locations within the R.O.W. will be accessible with truck-mounted drilling equipment and that no site clearing, grading, permitting, or traffic control will be required for access.
2. The presence of any on-site utilities will be made known to us. We will notify the Utility Protection Center (Texas One-Call) at least 72 hours prior to mobilization to the site.
3. Right of Entry for truck mounted drill rig and support vehicles will be obtained by others.
4. The actual boring locations will be marked in the field after drilling for others to obtain locations and elevations. We will obtain latitude and longitude coordinates of the boring location using a hand-held GPS device.
5. The engineering services provided for herein do not include preparation of a Geotechnical Baseline Report (GBR).

The estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the estimated maximum fee will not be exceeded without the client's prior authorization. Required additions to the above scope of services would be invoiced in accordance with the attached fee schedule.

Schedule

Weather and site conditions permitting, field operations can start within about one week after formal authorization to proceed. Borings will take about three working days to complete. Under normal circumstances, laboratory testing and report preparation will take an additional 3 to 4 weeks to complete. We will keep you informed of our findings as they become available.

Terms and Conditions

Fees for field work, laboratory testing, and report preparation are outlined in Schedule G-2012. Schedule 40.01 describes general contractual conditions including identification of client, on-site responsibilities and risks, warranty, invoicing procedures, and record and sample maintenance. Schedules G-2012 and 40.01 are attached to this proposal.

The following statement is required by Fugro's Insurance Company. Fugro's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

* * *

To indicate acceptance of this proposal, please have the signature block below signed by a duly authorized representative of the client, and return one copy to us for our files.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call us if we can be of any additional assistance.

Sincerely,

FUGRO CONSULTANTS, INC
TBPE Firm Registration No. F-299

Yanfeng Li, P.E.
Project Manager

Peter H. Bush, P.E.
Vice President

YL/lt(w/g/p/2013/04.30131057)

Attachments
Attachment 1
Schedule 40.01
Fee Schedule G-2012

CLIENT:

_____
Firm Name

_____
Authorizing Signature

_____
Typed Name & Title

_____
Date

Attachment 1 - Cost Estimate
Geotechnical Investigation
Ronald Reagan Waterline Extension
Leander, Texas

1. Soil Borings - Geotechnical		Quantity	Unit	Rate	Subtotal
	Coordination, one-call, supervision of clearing, staking of borings, field logging				
1.1.1	Mobilization / Demobilization	50	mile	$5.00	$250.00
1.3.1	Drilling and Sampling - Soil	45	feet	$16.00	$720.00
1.4	Standard Penetration Tests	9	each	$23.00	$207.00
1.5	TxDOT Cone Penetration Tests	0	each	$28.00	$0.00
1.6.1	Rock Coring (soft rock)	135	feet	$24.50	$3,307.50
1.6.2	Rock Coring (hard rock)	0	feet	$32.00	$0.00
1.9	Hourly Charges for Site Moving, Difficult Access	1	hr	$175.00	$175.00
1.12	Clearing of Trees/Brush for Access	0	day	$2,000.00	$0.00
1.18	Plugging Boreholes	180	feet	$8.00	$1,440.00
3.7	Graduate Engineer	4	hour	$95.00	$380.00
3.9	Logger	30	hour	$65.00	$1,950.00
				Subtotal	**$8,429.50**

2. Laboratory Investigation		Quantity	Unit	Rate	Subtotal
2.1	Moisture Contents	7	each	$15.00	$105.00
2.2	Atterberg Limit Determinations	7	each	$65.00	$455.00
2.6	Sieve Analysis	7	each	$65.00	$455.00
2.12	Unconfined Compression Tests, Soil	2	each	$55.00	$110.00
2.12	Unconfined Compression Tests, Rock	9	each	$60.00	$540.00
2.22	Soluble Sulfate, Chlorides, pH, Box Resistivity	2	suite	$500.00	$1,000.00
				Subtotal	**$2,665.00**

3. Technical Services		Quantity	Unit	Rate	Subtotal
	Logging, Laboratory Assignment, Drafting and Report Preparation				
3.7	Graduate Engineer	6	hour	$95.00	$570.00
3.9	Drafting	6	hour	$65.00	$390.00
3.10	Word Processing	2	hour	$55.00	$110.00
				Subtotal	**$1,070.00**

4. Engineering Services - Geotechnical Report		Quantity	Unit	Rate	Subtotal
3.3	Project Manager	10	hour	$155.00	$1,550.00
3.7	Graduate Engineer	10	hour	$95.00	$950.00
				Subtotal	**$2,500.00**

Total Estimated Cost	**$14,664.50**

GENERAL CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement
CLIENT as used herein is the entity who authorizes performance of services by Fugro Consultants, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro Consultants, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).
2. On-site Responsibilities and Risks
2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.
2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.
2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.
2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.
3. Standard of Care
3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.
4. **Limitation of Remedies**
To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of $50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved. .
5. Invoices and Payment
At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.
6. Data, Records, Work Product and Report(s), and Samples
Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.
7. Indemnification
FUGRO and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.
8. Consequential Damages
Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.
9. Biological Pollutants
FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.
10. Acceptance of Agreement
These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.
11. Termination of Contract
CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**		
1.1.	Mobilization and demobilization, per mobilization:		
1.1.1	Drill truck, water truck and crew	$	5.00/mile
1.1.2	All-terrain drill rig and crew		Upon Request
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling:		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	16.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler	$	32.00/foot
1.4.	Standard penetration tests	$	23.00/each
1.5.	TxDOT cone penetration tests	$	29.00/each
1.6.	Rock coring, NQ or similar core barrel:		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	26.00/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	32.00/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	14.00/foot
1.7.2	Rock	$	22.00/foot
1.8.	Casing of boreholes	$	18.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	175.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost + 15%
1.11.	Materials for piezometers, grouting, etc.		Cost + 15%
1.12.	Surveying or other outside contractors		Cost + 15%
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	135.00/night
1.15.	High-pressure steam cleaner	$	400.00/day
1.16.	OVA meter		Upon Request
1.17.	Steel drums for drill cuttings (delivered)	$	65.00/each
1.18.	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19.	Cone penetrometer testing	$	3,450.00/day

2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each
2.2.	Plastic and liquid limits	$	65.00/each
2.3.	Free swell test	$	115.00/each
2.4.	Pressure swell test	$	150.00/each
2.5.	Uniaxial pressure-strain test	$	75.00/each
2.6.	Sieve analysis (Nos. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	55.00/each
2.12.	Unconfined compression test, rock	$	60.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	65.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	210.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	210.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	210.00/each
2.17.	California Bearing Ratio (CBR)	$	225.00/point
2.18.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	325.00/each
2.20.	Specific gravity	$	65.00/each
2.21.	Volumetric shrinkage	$	90.00/each
2.22.	Soluble Sulfates (TEX-145-E)	$	80.00/each
2.23.	Chemical and analytical testing by outside laboratory		Cost + 15%
3.	**Engineering and Technical Personnel**		
3.1.	Senior Consultant/Project Principal	$	180.00/hour
3.2.	Senior Project Manager	$	165.00/hour
3.3.	Project Manager	$	155.00/hour
3.4.	Project Engineer	$	135.00/hour
3.5.	Laboratory Manager	$	135.00/hour
3.6.	Project Geologist	$	125.00/hour
3.7.	Graduate Professional	$	95.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	65.00/hour
3.10.	Word Processor	$	55.00/hour
4.	**Report Reproduction and Miscellaneous**		
4.1.	Outside services, printing, reproduction, etc.		Cost + 15%
4.2.	Outside technical assistance		Cost + 15%
4.3.	Transportation	$	0.60/mile

Rates for other tests and services quoted on request.

ATKINS

Atkins North America, Inc.
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

Telephone: +1.512.327.6840
Fax: +1.512.327.2453

www.atkinsglobal.com/northamerica

October 28, 2013

Mr. Dale Murphy, P.E.
K Friese & Associates
1120 S. Capital of Texas Highway, City View 2, Suite 100
Austin, Texas 78746

RE: Scope of Work and Cost Estimate for Environmental and Cultural Resources Services for a new 24" water line for the City of Leander in Williamson County, Texas. (Attachment A)

Dear Mr. Murphy,

Atkins is pleased to provide a scope of work and cost estimate to perform an assessment of threatened and endangered species, potentially-regulated Waters of the U.S., including wetlands (under Section 404 of the Clean Water Act), and cultural and historical resources associated with the construction of a proposed 24" water line in Williamson County, Texas. Based on information provided by K Friese & Associates, Atkins understands that the area of interest involves a 6,650-linear foot project area along the intersection of Ronald Reagan Boulevard and the San Gabriel River in Williamson County, TX.

If a portion of this proposal does not meet your needs, or if those needs have changed, Atkins is prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by K Friese & Associates, as well as adjustments to the estimated fee.

The purpose of this assessment is to determine the presence of sensitive or protected ecological resources, Section 404 jurisdictional Waters of the U.S., and cultural or historic resources. The following describes the services Atkins proposes to provide.

SCOPE OF WORK

Task 1: Threatened and Endangered Species Assessment

Atkins will conduct a threatened and endangered (T&E) species habitat assessment, general vegetation community assessment, and desktop mapping of the subject site. The assessment will evaluate the likely presence or absence of suitable habitat for state or federally-listed sensitive resources. To develop information pertaining to previously documented T&E species and/or their associated habitat on the project site, we propose to complete the scope of services outlined below.

- Atkins will review natural resource database accounts to determine any previously documented T&E plant and animal species that are known to occur in or near the project area.
- Atkins will review state and federal lists to identify any T&E plant and animal species that have the potential to occur within the project area.
- Atkins will perform a one-day, limited field analysis to evaluate the area for habitat characteristics described as suitable for T&E species, or otherwise protected resources.

Presence/absences surveys for T&E species are not included in this scope of services, but can be provided upon K Friese & Associates' request. If T&E species or suitable habitat are identified, or if other evidence suggesting these species may be present is discovered, focused protocol-level surveys may be provided under separate scope of work and negotiated fee.

- Atkins will identify the proximity of the project site to known protected resources, such as state or federal lands, wildlife management areas, sensitive migration corridors, or designated critical habitat.
- Based upon the information gathered during this assessment, Atkins will prepare a report to document study methods, findings, and provide a discussion of possible permitting needs. The information collected will be evaluated in view of the proposed land use and existing federal and state regulations. This report will also make recommendations to create applicable recommendations for impact avoidance. The information gathered in this assessment will be compiled with the information from the associated environmental services and evaluated within the context of the overall project development.
- The estimated total time for Task-1 completion is approximately two weeks, depending upon agency response.

Task 2: Jurisdictional Wetlands and/or Waters of the United States Assessment

Atkins proposes to evaluate the project site for the presence of potential jurisdictional Waters of the U.S., including wetlands and other waterbodies, as defined in Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, Technical Report Y87-1, and other applicable reports or memoranda. The focus of this task is to map the regulated limits of the San Gabriel River and identify applicable permitting constraints associated with an open-cut pipeline crossing of the river. This task will also identify the presence or absence of other potentially jurisdictional waterbodies and establish their need for permitting. All aquatic features observed on readily available map resources, and those observed during a one-day site visit, will be evaluated for potential jurisdiction. Should wetlands be present, formal delineation per the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual would be performed. To develop information pertaining to the presence of jurisdictional waters within the project site, we propose to complete the scope of services outlined below.

- Atkins will review the Natural Resources Conservation Service (NRCS) soil survey maps to identify the presence of known hydric soils on or near the project site.
- Atkins will review the National Hydrologic Data (NHD) to evaluate the hydrologic features within the project site.
- Atkins will review the United States Geological Survey (USGS) 7.5-minute topographic maps, recent aerial photographs, and associated National Wetlands Inventory (NWI) maps to evaluate the potential for Waters of the U.S.
- Atkins will review Federal Emergency Management Agency (FEMA) floodplain maps to evaluate the potential for construction within mapped floodplains.
- Atkins will conduct a one-day site visit of the project site, during which readily observed streams and potentially jurisdictional waterbodies will be identified and characterized. If wetlands or jurisdictional features are identified, Atkins would delineate the features using a handheld handheld Trimble® GPS unit and digitally overlay the information onto USGS quadrangle maps and aerial photographs. The total spatial coverage of the waterbodies would be quantified and tabulated to establish impact avoidance buffer zones, properly report and permit potential impacts, and report the total acreage of wetlands currently under jurisdiction.

- Based on the results of this assessment, Atkins will provide a written report describing the presence or absence of jurisdictional waterbodies within the project site boundaries. This report will also make recommendations to create applicable measures for impact avoidance and/or requisite permitting. The information gathered in this assessment will be compiled with the information from the associated environmental services and evaluated within the context of the overall project development.
- The estimated total time for Task-2 completion is approximately two weeks, depending upon the availability of seasonal limitations to wetland surveys (i.e. vegetative growth (bloom) periods and non-typical rainfall), and agency response.

Task 3: Cultural and Historic Resources Assessment

Based on a preliminary review of available records Atkins was unable to identify resources indicating that the Ronald Reagan Boulevard right of way had been previously surveyed for cultural resources. Given that the project is fairly recent this is unexpected. Because Atkins was unable to determine previous clearance for the area, the following is broken into two phases; a desktop review and a field study. The field study would only be necessary if the desktop review indicates that the project area has not been previously surveyed and cleared.

Atkins archeologists will conduct a desktop review utilizing the Texas Historical Commission's (THC) online Archeological Site Atlas and the maps and records of the Texas Archeological Research Laboratory (TARL). The THC Archeological Site Atlas and TARL records will be utilized to identify any previously recorded archeological sites, archaeological investigations, historic maps of the vicinity, and sources concerning the prehistoric and historic background of the region. Following completion of the records/literature search, Atkins will prepare a letter with the results of the desktop review, including maps showing the location of recorded sites and previous investigations, for submission to the THC for their comment. If the THC determines that field work is necessary for all or portions of the project alignment the process described below will be implemented. Fees associated with this first phase of desktop review are provided separate from potential field study costs.

If the area has not been previously surveyed and cleared by the THC, Atkins proposes to conduct an intensive archaeological survey of the proposed right of way. The right of way will be surveyed following the Archeological Survey Standards outlined by the THC. A Texas Antiquities Permit will be obtained for this work. The work will be conducted within an existing right of way that is owned by the Texas Department of Transportation (TxDOT). TxDOT will be listed as the landowner on the Antiquities Permit but will not be a signatory of the document.

The right of way will be surveyed along a single pedestrian transect augmented with judgmentally placed shovel tests at intervals averaging 100 meters. All shovel tests will be excavated to pre-holocene substrates or as deep as is feasible, up to 80 centimeters below ground surface. The sediment removed from shovel tests will be screened through ¼ inch mesh. Clay dominated sediments will be sorted by hand. All artifacts recovered from shovel tests will be recorded on Atkins shovel test forms. Temporally diagnostic artifacts will be returned to the Atkins archeological laboratory for analysis and preparation for curation. All shovel tests will be backfilled upon completion. All shovel tests will be recorded on Atkins shovel test forms. The location of each shovel test will be acquired with a hand held GPS device.

All archaeological sites identified within the right of way will be recorded on a TexSite form and submitted to the TARL. The limits of each site within the right of way will be determined through shovel testing in a cruciform pattern. Site boundaries will be established by two culturally sterile shovel tests. All sites will be photo documented and a site sketch map will be drawn to scale.

At the conclusion of the survey a draft report of investigations will be produced and submitted for client review. At the request of the client the draft report of investigations will be submitted to the THC for review. A final report of investigations will be produced following the recommendations of the THC.

- Atkins will conduct a pre field file and records review to identify previously recorded sites and surveys within the project area utilizing the THC's on-line Atlas data base and the records at TARL.
- Field and laboratory generated documents will be curated at TARL.
- TexSite forms will be submitted to TARL for trinomial number.

The cost below includes a cost for the desktop review and a cost for the field studies to provide a worst-case scenario cost estimate. If field studies are not necessary, the total fee would be reduced by the estimated fee for that effort.

ASSUMPTIONS

- K Friese & Associates will provide Atkins with maps of the proposed project site and any additional work areas portraying accurate boundaries.
- K Friese & Associates will provide any necessary property access outside of the Ronald Reagan Boulevard right-of-way to Atkins personnel to complete the field assessment.
- Atkins is not performing focused flora or fauna surveys as part of this scope of services. No protocol-level surveys will be completed under this scope of services.
- No agency consultation will be initiated under this scope of services other than the U.S. Fish and Wildlife Service, Texas Parks and Wildlife Department, and Texas Historical Commission to request additional information and concurrence of existing conditions.
- Atkins will provide two hardcopies and one electronic copy of the final report, in portable document format (PDF) including necessary shapefiles, to K Friese & Associates following the completion of the proposed assessment services.

COST ESTIMATE AND SCHEDULE

Atkins anticipates commencement of the work upon receiving a written authorization to proceed. Atkins will provide a final assessment report containing the findings of the assessments approximately two weeks from the date of written authorization to proceed and receipt of property access information if necessary. Atkins will perform the described scope of services on a Time and Materials basis in accordance with a Professional Services Agreement. As previously noted, the following cost estimate provides two scenarios for Task 3 (Cultural and Historic Resources); one with a field study and one without. The estimated cost for the proposed services is described below:

Task 1: Threatened and Endangered Species Assessment	$ 3,000
Task 2: Jurisdictional Wetlands and/or Waters of the United States Assessment	$ 3,675
Task 3 (Desktop Review): Cultural and Historic Resources Review	$ 2,300
Task 3 (Field Study): Cultural Resources Field Study (only if necessary)	$ 9,050
Project Total (With Cultural Field Study):	**$18,025**
Project Total (No Cultural Field Study):	**$ 8,975**

We trust this proposal is in accordance with your requirements. If acceptable, this proposal can be attached to Atkins' Professional Services Agreement, which can serve as the agreement between our organizations. A copy of Atkins' Professional Services Agreement is available to you upon request.

Mr. Dale Murphy

ATKINS

Atkins appreciates the opportunity to provide this proposal for environmental services and we look forward to assisting you with this project. Please contact me by telephone at (512) 342-3359 or by email at jeremy.henson@atkinsglobal.com or Angela Bulger by telephone at (512) 342-3388 or by email at angela.bulger@atkinsglobal.com at your earliest convenience if you have any questions or comments concerning this scope of work or associated cost estimate.

Sincerely,
Atkins

Jeremy D. Henson, CE
Senior Ecologist

Client signature of approval Date

cc: Angela Bulger

AGENDA ITEM # 17

Executive Summary
November 21, 2013

Agenda Subject: Consider designating an official newspaper of record

Background: On October 7, 2010 the City Council designated the Cedar Park/Leander Statesman as the official newspaper of the City. The Cedar Park/Leander Statesman is no longer in circulation as of October 30, 2013. According to the Local Government Code, public notices must be published in a designated official newspaper of general circulation within the City.
The newspapers that meet the requirement are the Austin American Statesman and the Hill Country News. The Austin American Statesman requires a paid subscription to receive the newspaper. The Hill Country News is a free publication delivered once weekly to all homes in Leander and Cedar Park. From past experience, the Hill Country News is a more affordable newspaper for publication of public and legal notices.

Origination: City Secretary

Recommendation: Staff would recommend designating the Hill Country News as the official newspaper.

Attachments: Certification information from the Austin American Statesman and Hill Country News

Prepared by: Debbie Haile, TRMC, City Secretary

Circulation 2013

HILL COUNTRY NEWS
Cedar Park/Leander

ZIP CODE	TOWN	QUANTITY OF SUBS	RACK SALES	TMC (where applicable)
78613	CEDAR PARK	15	150	13100
78641	LEANDER	68	120	3800
78645	JONESTOWN	18	30	
78750	AUSTIN	7	5	
78729	AUSTIN		5	
78717	AUSTIN		5	
78681	ROUND ROCK	25		
78759	AUSTIN			
787XX	AUSTIN MISC.	30		
786XX	CENTRAL TX MISC.	45		
	OFFICE COPIES	17	110	
	SUBTOTALS	225	425	16900
Updated January 2013		TOTAL ALL COPIES		17,550

STATE ZIP Code		OH's #1-1-12 Estimate	Sun: Austin American-Statesman: Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Verified	Total	Avg. Proj. Circ.	Sun: Shopping Today: Home Delivery & Mail	Single Copy Sales	Business/ Traveler	Total Paid	Verified	Total	Avg. Proj. Circ.	Total Sun Total Circ.	Total Sun Avg. Proj. Total Circ.	Hshld. Cov.
TEXAS (Cont'd)																			
78132	New Braunfels	7,679	26	70		96		96	88								96	88	1.1%
78133	Canyon Lake	7,122	1	25		26		26	24								26	24	0.3%
78155	Seguin	16,542	57	57		114		114	105								114	105	0.6%
78602	Bastrop	9,365	1,140	761	7	1,908	83	1,991	1,832								1,991	1,832	19.6%
78605	Bertam	1,801	190	72		262		262	241								262	241	13.4%
78606	Blanco	2,050	19	62		81		81	75								81	75	3.7%
78609	Buchanan Dam	1,047	71	40		111		111	102								111	102	9.7%
78610	Buda	8,360	1,568	435		2,003	3	2,006	1,846								2,006	1,846	22.1%
78611	Burnet	5,191	727	226	10	963	33	996	917								996	917	17.7%
78612	Cedar Creek	3,919	517	511		1,028		1,028	946								1,028	946	24.1%
78613	Cedar Park	23,941	4,115	1,225	14	5,354	245	5,599	5,152					6,897	6,897	5,904	12,496	11,056	46.2%
78615	Coupland	491	62	18		80		80	74								80	74	15.1%
78616	Dale	2,591	161	40		201		201	185								201	185	7.1%
78617	Del Valle	5,514	336	249		585	119	704	648								704	648	11.8%
78619	Driftwood	1,181	275	18		293		293	270								293	270	22.9%
78620	Dripping Springs	5,529	1,210	588		1,798	4	1,802	1,658								1,802	1,658	30.0%
78621	Elgin	7,743	884	388		1,272	1	1,273	1,171								1,273	1,171	15.1%
78624	Fredericksburg	9,641	189	149		338	2	340	313								340	313	3.2%
78626	Georgetown	8,919	1,037	462	20	1,519	92	1,611	1,482								1,611	1,482	16.6%
78628	Georgetown	10,815	2,424	869		3,293	24	3,317	3,052								3,317	3,052	28.2%
78629	Gonzales	4,556	92	94		186		186	171								186	171	3.8%
78633	Georgetown	9,250	3,693	119		3,812	3	3,815	3,511								3,815	3,511	38.0%
78634	Hutto	7,773	771	287	55	1,113	19	1,132	1,042								1,132	1,042	13.4%
78636	Johnson City	1,621	129	92		221		221	203								221	203	12.5%
78639	Kingsland	3,312	482	130		612		612	563								612	563	17.0%
78640	Kyle	13,952	1,273	527		1,800	5	1,805	1,661								1,805	1,661	11.9%
78641	Leander	17,088	2,247	585		2,832	11	2,843	2,616					1,770	1,770	1,515	4,613	4,131	24.2%
78642	Liberty Hill	3,586	584	175		759	10	769	708					324	324	277	1,093	985	27.5%
78643	Llano	2,628	340	167	5	512		512	471								512	471	17.9%
78644	Lockhart	5,729	659	424		1,083	13	1,096	1,009								1,096	1,009	17.6%
78645	Lago Vista	4,373	932	170		1,102		1,102	1,014								1,102	1,014	23.2%
78648	Luling	2,860	195	151		346		346	318								346	318	11.1%
78650	Mc Dade	529	114	29		143		143	132								143	132	25.0%
78652	Manchaca	1,556	435	100		535	42	577	531								577	531	34.1%
78653	Manor	5,578	550	239		789		789	726								789	726	13.0%
78654	Marble Falls	7,079	1,064	344	10	1,418	63	1,481	1,363								1,481	1,363	19.3%
78655	Martindale	903	69	6		75		75	69								75	69	7.6%

AGENDA ITEM # 18

Executive Summary
November 21, 2013

Agenda Subject: Consider vote on Official Ballot for Williamson Central Appraisal District Board of Directors

Background: At the October 24, 2013 meeting the City Council voted unanimously to nominate Cecilia Crowley to be placed on the ballot for the WCAD Board of Directors. Attached is the official ballot for 2013. The City of Leander has 70 votes to cast. These votes can be cast under one person or they can be divided among several candidates.

Origination: City Secretary

Recommendation: N/A

Attachments: Official Ballot

Prepared by: Debbie Haile, TRMC, City Secretary

Williamson Central Appraisal District

Board of Directors Nominees

Official Ballot 2013

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates name.

ENTITY City of Leander NUMBER OF VOTES 70

CHADWELL, CHARLES _____

CROWLEY, CECILIA _____

GIBBS, HARRY _____

HONEYCUTT, RUFUS _____

HUNT, DEBORAH _____

ATTEST:

_____
Signature

_____
Date

AGENDA ITEM # 19

Executive Summary

November 21, 2013

Agenda Subject: Consider an Ordinance calling for a Runoff Election to be held on December 17, 2013 to fill Place 4, unexpired term

Background: The City of Leander held a Special Election on November 5, 2013 to elect Council Member for Place 4, unexpired term. No candidate received a majority vote of over 50%, calling for a run-off between Ron Abruzzese and Jerry Perez. The Run-off election will be held on December 17, 2013 with early voting starting on December 2, 2013 and ending on December 13, 2013.

Origination: Williamson County Elections Administrator

Financial Consideration: n/a

Recommendation: Approval of Ordinance calling for a Run-off Election

Attachments: Ordinance

Prepared by: Debbie Haile, TRMC, City Secretary

ORDINANCE NO.

AN ORDINANCE ORDERING, ESTABLISHING PROCEDURES, AND SETTING THE DATE FOR A RUN-OFF ELECTION FOR COUNCILMEMBER, PLACE 4 UNEXPIRED TERM; PROVIDING FOR THE APPROVAL OF ELECTION JUDGES AND VOTING CLERKS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on November 5, 2013 a Special election was held for the election of Councilmember, Place 4 (unexpired term);

WHEREAS, the *Tex. Elec. Code* is applicable to said election and this Ordinance establishes procedures consistent with the Code, and designates the date and voting place for the run-off election;

WHEREAS, the City has contracted with the Williamson County Elections Administrator to conduct the City's run-off election, pursuant to *Chapter 31, Tex. Elec. Code,* and *Chapter 791, Tex. Gov't Code* (the "Election Services Agreement) for both Williamson and Travis County;

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

Section 1. Run-off Election. A run-off election for Councilmember, Place 4 (unexpired term), shall be held on Tuesday, December 17, 2013, to elect a Councilmember to serve the unexpired term for Place 4. The candidates' names appearing on the ballot for the run-off election shall be the names of the two candidates receiving the highest and second highest number of votes cast at the November 5, 2013 election for the Councilmember Place 4, unexpired term

Section 2. Conformance with General and Special Election. The general processes and procedures, and the procedures for approving election judges, early voting clerks, etc. shall be and remain as approved for the general and special election, except as required by the Tex. Elec. Code and as follows:

(a) Ballots. Electronic voting machines will be used exclusively.

(b) Notice of Election. Notice of the election shall be given in the manner as provided in the *Tex. Elec. Code* and the *City Charter* for run-off elections. A notice containing a substantial copy of this Ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid polling place not later than the fifteenth (15th) day before the election, and by publishing a Notice of Election at least one time not earlier than the thirtieth (30th) day or later than the tenth (10th) day prior to said election day, in a newspaper in general circulation in the City.

(c) Election Precinct and Polling Places. There shall be one election precinct for the election, which shall contain and include all the geographic area within the City. The polling place for such election precinct shall be the Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m.

(d) Early Voting. Jason Barnett, Williamson County Elections Administrator, is hereby appointed Clerk for Early Voting and Election Officer for said election. Williamson County shall conduct the election for both Williamson County and Travis County registered voters. Early Voting for the election shall be at the Georgetown Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, Texas and at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas, according to the following schedule: Monday, December 2, 2013 through Friday, December 13, 2013, from 8:00 a.m. to 5:00 p.m. with no Sunday voting on December 8, 2013; and Thursday, December 12, 2013 and Friday, December 13, 2013 from 7:00 a.m. to 7:00 p.m.

Applications for ballot by mail shall be mailed to: Jason Barnett, Early Voting Clerk, P.O. Box 209, Georgetown, Texas 78627; or delivered to: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, Texas 78626. Both Early Voting and Election Day Voting shall be conducted by electronic machines except for mailed or provisional ballots.

Section 3. General. The run-off election shall be held and conducted by the Williamson County Elections Administrator in accordance with the *Tex. Elec. Code*, this Ordinance, the Election Services Agreement and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Election Officer is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council within the time required by law.

Section 4. Effective Date. This Ordinance shall be effective upon the date set forth below.

Section 5. Open Meetings. It is 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 *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this the 21st day of November, 2013.

City of Leander **Attest:**

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary