WORKSESSION
AND
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ December 5, 2013 at 6:00 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

WORKSESSION: *(City Council will break at 7:00 p.m. for the Regular Council Meeting and reconvene back into the work session if needed at the conclusion of the meeting)*

1. Open Worksession
2. Roll Call
3. Discuss Public Improvement Districts and provide direction to staff regarding two proposals for the creation of Public Improvement Districts for new residential developments
4. Close Worksession

REGULAR CITY COUNCIL MEETING:

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
5. Update from Williamson County Children's Advocacy Center from Brenda Staples
   Sponsored by Mayor Fielder
6. Update from Bill Pohl on the retail development, as previously discussed in worksession

CONSENT AGENDA: ACTION

7 Approval of the minutes: Special Meeting: November 18, 2013
Regular Meeting: November 21, 2013

8. Second Reading of an Ordinance on Zoning Case #13-Z-020: amending Ordinance #05-018, the Composite Zoning Ordinance for 14801 and 14751 Ronald Reagan Blvd., Leander, Williamson County, Texas

9. Second Reading of an Ordinance on Zoning Case #13-Z-021: amending Ordinance #05-018, the Composite Zoning Ordinance for seven parcels located at 1225 CR 271 and 1255 CR 271, 1601 and 1515 Woodview Drive, Leander, Williamson County, Texas

10. Second Reading of an Ordinance 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

PUBLIC HEARING: ACTION

11. **a. Public Hearing** on Zoning Case #13-Z-024: Consider a zoning change for 1.62 acres, more or less, for a tract of land located on the SE corner of Bagdad Road and Municipal Drive from LC-2-B, Local Commercial to LC-3-B, Local Commercial, Leander, Williamson County, Texas
The applicant has withdrawn their application for this zoning case

REGULAR AGENDA

12. An Ordinance of the City of Leander, Texas, annexing 2.17 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

13. Consider a License Agreement for the installation of landscaping, irrigation, and maintenance within the City right-of-way for the Pecan Creek Subdivision

14. Consider a License Agreement for the installation of landscaping, irrigation, lighting, signage, fencing and maintenance within the City right-of-way for the Connelly's Crossing Subdivision

15. Consider a Development Agreement between the City of Leander and Palmera Ridge Development, Inc. for 197.55 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas

16. Consider an Ordinance consenting to the creation of the Palmera Ridge municipal utility district for 197.55 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd., within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas

17. Consider a Facilities Agreement between the City and Palmera Ridge Development, Inc. for facilities related to the Palmera Ridge Municipal Utility District comprising 197.55 acres, more or less, northwest of the intersection of Hero Way and Ronald Reagan Blvd. within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas

18. Consider a Contract with M. Arthur Gensler & Associates, Inc. (Gensler) for marketing consulting services for the City of Leander Transit Oriented Development District (TOD)

19. Consider an ordinance establishing a No Through Trucks Zone on County Road 290 and amending the definition of "Trucks"

20. Consider Award of Construction Contract for the Leander Water Tower Streetscape Improvements Project

21. Consider Award Bid for purchase of Police pursuit and City department fleet vehicles from the following vendors: Meador Dodge Chrysler Jeep (Fort Worth, TX), Griffith Ford (Seguin, TX), Randall Reed's Prestige Ford (Garland, TX), and BuyBoard Cooperative Purchasing per Solicitation #S13-019

22. Consider appointments to the Veterans Park Committee, Economic Development Committee, Parks & Recreation Advisory Board and Library Foundation Board

23. Council Members Closing Statements

24. 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 modification and equal access to communication will be provided upon request. **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 27th day of November, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

WORKSESSION AGENDA ITEM # 3

Executive Summary

December 5, 2013

Council Agenda Subject: Workshop to discuss public improvement districts and provide direction to staff regarding two proposals for the creation of public improvement districts for new residential developments.

Background: City staff has received requests from two developers to create public improvement districts on their properties to help finance public improvements associated with the development of their property.

This workshop is intended to allow the developers' consultants and the City's consultants to provide the City Council with information about how public improvement districts operate, eligible project costs, and the differences between PIDs and other special districts.

Staff is seeking direction from Council on the advisability of allowing the creation of PIDs for the proposed projects and for general criteria related to the City's consideration of the formation of PIDs in the future.

Origination: Staff

Recommendation: This is a discussion item and there is not staff recommendation at this time.

Attachments: Introduction to Public Improvement Districts Power Point
Tom Pollan – PID Presentation

Prepared by: Tom Yantis, Director of Development Service

AN INTRODUCTION TO PUBLIC IMPROVEMENT DISTRICTS

For the City of Leander

December 5, 2013

Thomas M. Pollan

Bickerstaff Heath Delgado Acosta LLP

What is a Public Improvement District?

It is a special purpose district authorized under Chapter 372, Texas Local Government Code, often referred to as a "PID".

It is a designated area where property owners pay a special assessment for improvements in the area.

Must be formed by a city or a county.

Formation depends on a petition from the property owners

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Two Types of PID Projects

Used by a city to improve an existing area

Used by developers to bring infrastructure into a new development

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A PID is an economic development tool.

A vehicle for a developer to obtain a source of funds for infrastructure from property assessments upon property located within the project.

Where PID is used to finance infrastructure, the Developer does not have to encumber its own funds for these purposes.

City will issue bonds backed solely by the PID assessments. Not a tax obligation of the City.

PID bond proceeds are held by a trustee to ensure proper use.

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Public Improvement District = Special Purpose District:

- Not a political subdivision of the state, county or municipality
- No separate taxing authority
- Property owners submit a petition requesting their property be designated as a PID and request local government action to form the district by resolution
- Establishes an assessment to be levied on benefited property and request local government action to levy assessments only on PID owner's property
- Only property in the PID impacted. No other property effected
- PID financed projects must become property of the City or other public entity

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Examples of Improvements/Benefits

- Water, Sewer & Storm Drain Facilities
- Parks, Landscaping, Hiking, Bike Trails & Art
- Streets, Sidewalks, and "Streetscaping"
- Parking, Transit & Transportation Systems
- Libraries, Recreational Amenities & Cultural Facilities
- Purchase of easements, greenbelts or wetlands
- Offsite requirements for road access, sewer line extensions, water distribution systems
- Services, including Public Safety, Public Health, Recreation & Cultural Enhancements

For a detailed list – See Section 272.003, Local Government Code

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Developer/landowners petition the city to create the PID.

If the city agrees to create the PID, the city will then be asked to impose assessments on the property within the PID.

In undeveloped areas, since all of the property is owned or controlled by the developer, there should be no controversy when the assessments are established.

As the developer sells lots within the project, the purchasers will become responsible for the payment of the assessments.

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Creation of the PID

A petition is submitted to the City Secretary signed by the owners of more than 50% of the taxable real property of the area to encompass the proposed PID

Record owners of real property liable for assessment under the proposal who

(A) constitute more than 50% of all record owners with property that will be liable for assessment, or

(B) own taxable real property that constitutes more than 50% of the area of all taxable real property that will be liable for assessment.

Note: Normally, the developer will own all of the property that will be proposed to encompass the PID. Ideally, the city should be involved before a petition is presented so that the petition that is presented is one where the concerns of the city have been resolved in advance.

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THE PETITION

The petition for the establishment of a PID must state:

- the general nature of the proposed improvement;
- the estimated cost of the improvement;
- the boundaries of the proposed assessment district;
- the proposed method of assessment, which may specify included or excluded classes of assessable property;
- the proposed apportionment of cost between the public improvement district and the municipality or county as a whole;
- whether the management of the district is to be by the municipality or county, the private sector, or a partnership between the municipality or county and the private sector;
- that the persons signing the petition request or concur with the establishment of the district; and
- that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

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FINDINGS ON THE PROPOSED IMPROVEMENT

If a petition meets the statutory requirements, the City Council **may** make findings by resolution as to

1) the advisability of the proposed improvement,
2) the estimated cost, the method of assessment, and
3) the apportionment of cost between the proposed improvement district and the city as a whole.

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ADVISORY BODY

After receiving a petition, the City Council may appoint an advisory body with the responsibility of developing and recommending an improvement plan to the City Council.

The composition of the advisory body must include:

1) owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and
2) record owners of real property liable for assessment under the proposal who:
   (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or
   (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

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FEASIBILITY REPORT

The City Council will need to obtain a feasibility report to determine whether

1) an improvement should be made as proposed by petition or otherwise or
2) whether the improvement should be made in combination with other improvements authorized under the PID legislation.

The City Council may also require that a preliminary estimate of the cost of the improvement or combination of improvements be made.

For the purpose of determining the feasibility and desirability of an improvement district, the City Council may take other preliminary steps before the hearing, before establishing a PID, or before entering into a contract.

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NOTICE OF HEARING

Notice of the hearing must be published in the newspaper. The final publication of notice must be made before the 15th day before the date of the hearing.

The notice must state:

1. the time and place of the hearing;
2. the general nature of the proposed improvement;
3. the estimated cost of the improvement;
4. the boundaries of the proposed assessment district;
5. the proposed method of assessment; and
6. the proposed apportionment of cost between the PID and the City as a whole.

Written notice containing this information must be mailed before the 15th day before the date of the hearing addressed to "Property Owner" and mailed to the current address of the owner, as reflected on tax rolls, of property subject to assessment under the proposed PID.

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THE HEARING

The City Council must hold a hearing in order to establish a PID and the proposed improvements be financed with PID revenues.

Based on the hearing, the City Council will need to make certain findings by resolution as to:

1. the advisability of the improvement;
2. the nature of the improvement;
3. the estimated cost of the improvement;
4. the boundaries of the PID;
5. the method of assessment; and
6. the apportionment of costs between the PID and the City as a whole.

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IMPROVEMENT ORDER

There is a six-month period after the date of the final adjournment of the hearing.

During this time, the City Council may authorize a PID if, by majority of all members of the City Council vote to adopt a resolution authorizing the PID in accordance with its finding as to the advisability of the improvement.

The authorization takes effect when it has been published one time in a newspaper.

Note: Actual construction of an improvement may not begin until after the 20th day after the date the authorization takes effect. Construction may not begin if a valid protest is filed during the 20-day period.

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SERVICE PLAN

An ongoing service plan must be prepared and presented to the City Council for review and approval.

The Service Plan is prepared by either the advisory body or another entity assigned by the City Council to prepare the plan if there is no advisory body.

The plan must cover a period of at least five years.

The plan must also define the annual indebtedness and the projected costs for improvements.

The plan must be reviewed and updated annually to determine the annual budget for improvements.

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ASSESSMENT PLAN

An assessment plan must be included in the annual service plan.

The City is responsible for payment of assessments against exempt municipal property in the PID.

Payment of assessments by other exempt jurisdictions must be established by contract.

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DETERMINATION OF ASSESSMENT

The City Council must apportion the cost of an improvement to be assessed against property in the PID.

The apportionment must be made on the basis of special benefits accruing to the property because of the improvement.

The cost of an improvement may be assessed:

(1) equally per front foot or square foot;
(2) according to the value of the property as determined by the City Council , with or without regard to improvements on the property; or
(3) in any other manner that results in imposing equal shares of the cost on property similarly benefitted.

The City Council may establish by ordinance:

(1) reasonable classifications and formulas for the apportionment of the cost between the municipality or county and the area to be assessed; and
(2) the methods of assessing the special benefits for various classes of improvements.

The amount of assessment for each property owner may be adjusted following the annual review of the service plan.

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ASSESSMENT ROLL

After the total cost of an improvement is determined, the City Council shall prepare a proposed assessment roll.

The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the City.

The City Council then files the proposed assessment roll with the City Secretary.

The proposed assessment roll is subject to public inspection.

The City Secretary is required to publish notice of the City Council's intention to consider the proposed assessments at a public hearing.

Notice must be published in the newspaper before the 10th day before the date of the hearing.

City Secretary must also mail the notice to the owners of property liable for assessment and to a notice of the hearing.

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NOTICE REQUIREMENTS-ASSESSMENT ROLL

The notice must state:

(1) the date, time, and place of the hearing;
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(3) the cost of the improvement;
(4) the boundaries of the assessment district; and
(5) that written or oral objections will be considered at the hearing.

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LEVY OF ASSESSMENT

At or on the adjournment of the hearing on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment.

The City Council may amend a proposed assessment on any parcel.

After all objections have been heard and the City Council has passed on the objections, the City Council then passes an ordinance or order to levy the assessment as a special assessment on the property.

The ordinance shall specify the method of payment of the assessment.

The ordinance may defer an assessment until a specified date.

The ordinance may provide that assessments be paid in periodic installments, at an interest rate and for a period approved by the City Council.

Installments must be in amounts necessary to meet annual costs for improvements and must continue for:

(1) the period necessary to retire the indebtedness on the improvements; or
(2) the period approved by the governing body for the payment of the installments.

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ADDITIONAL ISSUES REGARDING ASSESSMENTS

City may contract with another taxing authority or appraisal district relating to the collection of the assessments

Assessments bear interest at the rate specified by the City Council that may not be greater than ½ of 1% higher than the interest rate for the bonds

The assessment, with interest and the expense of collection if incurred is the responsibility of the owners of the property

The lien is superior to all other liens except for liens of the state, county, school district or city

Assessments may be enforced in the same manner as an ad valorem tax lien

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PID BONDS

After the PID is established and the assessments are established, the City will issue PID Revenue Bonds.

These will be no recourse to the City.

No taxes are pledged.

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PRACTICAL CONSIDERATIONS

For a residential PID, will the cost of the assessments make the houses less marketable than other developments?

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PRACTICAL CONSIDERATIONS

Will the City foreclose on delinquent assessments?

Will the City contract with it tax collection firm to collect delinquent assessments

Will foreclosures pose political problems for the City and its elected officials?

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AN INTRODUCTION TO PUBLIC IMPROVEMENT DISTRICTS

For the City of Leander

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The ordinance may defer an assessment until a specified date.

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(3) the period approved by the governing body for the payment of the installments.

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ADDITIONAL ISSUES REGARDING ASSESSMENTS

City may contract with another taxing authority or appraisal district relating to the collection of the assessments

Assessments bear interest at the rate specified by the City Council that may not be greater than ½ of 1% higher than the interest rate for the bonds

The assessment, with interest and the expense of collection if incurred is the responsibility of the owners of the property

The lien is superior to all other liens except for liens of the state, county, school district or city

Assessments may be enforced in the same manner as an ad valorem tax lien

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PID BONDS

After the PID is established and the assessments are established, the City will issue PID Revenue Bonds.

These will be no recourse to the City.

No taxes are pledged.

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PRACTICAL CONSIDERATIONS

For a residential PID, will the cost of the assessments make the houses less marketable than other developments?

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PRACTICAL CONSIDERATIONS

Will the City foreclose on delinquent assessments?

Will the City contract with it tax collection firm to collect delinquent assessments

Will foreclosures pose political problems for the City and its elected officials?

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AN INTRODUCTION TO PUBLIC IMPROVEMENT DISTRICTS

For the City of Leander

December 5, 2013

Thomas M. Pollan

Bickerstaff Heath Delgado Acosta LLP

MINUTES
SPECIAL MEETING
LEANDER CITY COUNCIL
Canvassing of November 5, 2013
Special Election Results

Monday ~ November 18, 2013
6:00 PM

Pat Bryson Municipal Hall ~ 201 N. Brushy Street
Leander, Texas

Notice is hereby given of a possible Quorum of the Leander City Council attending the canvassing of the November 5, 2013 Special Election Results.

Consideration and Possible Action on the following items:

1. Roll Call
   Mayor Fielder opened the meeting at 6:00 p.m.
   In attendance: Council Members Navarrette, Council Member Garcia, Mayor Pro Tem Dishongh and Mayor Fielder.
   Absent: Council Member Lynch, Council Member Cantwell and Council Member Siebold

2. Canvassing of the Election Results of the November 5, 2013 Special Election.
   Motion made by Council Member Garcia to approve the Resolution canvassing the Results. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

3. Adjourn
   With there being no further business, the meeting adjourned at 6:02 p.m.

Attest:

Christopher Fielder, Mayor

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 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
Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
Council Member Lynch delivered the invocation

2. Roll Call
All present

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
Steve Bosak, Parks and Recreation Director gave council the details on the Annual Christmas Parade. Pat Womack, Director of Public Works gave an update on Crystal Falls Parkway and Wayne Watts, City Engineer updated council on E. Crystal Falls Parkway construction

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

5. Recognition of Eagle Scout Paxton Layman and presentation of certificate
Sponsored by Mayor Fielder
Mayor Fielder recognized Paxton Layman on his achievement of Eagle Scout and presented him with a certificate from the City

CONSENT AGENDA: ACTION

6 Approval of the minutes: November 7, 2013
Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Cantwell. Motion passes, all voting "aye"

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
Tom Yantis, Director of Development Services explained

Josef Hall 112 Forest Trail – spoke in favor of the zoning

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

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
Tom Yantis, Director of Development Services explained

No speakers

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

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
Tom Yantis, Director of Development Services explained

Alynette Farley 4050 County Road 279 – spoke against the zoning
Terry MacConnell 300 Terry Lane – spoke against the zoning
Gloria DeSantiago 300 Terry Lane – spoke against the zoning
Eric Hoge 200 Terry Lane – spoke against the zoning
Darrell R. Wood 201 Mockingbird Hill Road - spoke against the zoning

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
Motion made by Council Member Cantwell to deny the zoning change. Second by Council Member Siebold. Motion passes, all voting "aye"

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
Tom Yantis, Director of Development Services explained

No speakers

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
Motion made by Mayor Pro Tem Dishongh to approve SFU-2-A as recommended by Planning & Zoning Commission. Second by Council Member Cantwell. Motion passes, all voting "aye"

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)
Tom Yantis, Director of Development Services explained

No speakers

b. **Action** on Subdivision Case #13-TOD-S1-001: Michelle/Tylerville/Oak Creek Subdivision Stage1/Concept Plan, Williamson County, Texas
Motion made by Council Member Siebold to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

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
Tom Yantis, Director of Development Services explained

Motion made by Council Member Siebold to approve with the stipulation that a sidewalk be built along San Gabriel Parkway when the subdivision is built. Second by Council Member Lynch. Motion passes, all voting "aye"

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
Tom Yantis, Director of Development Services explained

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

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.
Tom Yantis, Director of Development Services explained
Wayne Watts, City Engineer updated council on traffic counts on County Road 290

Motion made by Council Member Cantwell to approve with the gate not being open until "load Bearing" restriction signs or "no through trucks" signs installed. Second by Council Member Siebold. Motion passes, all voting "aye"

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.
Tom Yantis, Director of Development Services explained

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

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

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

17. Consider designating an official newspaper of record
Kent Cagle, City Manager explained

Motion made by Council Member Cantwell to assign the Hill Country News as the official newspaper. Second by Council Member Navarrette. Motion passes, 6 to 1 with Mayor Fielder voting against

18. Consider vote on Official Ballot for Williamson Central Appraisal District Board of Directors
Kent Cagle, City Manager explained

Motion made by Council Member Navarrette to give 70 votes to Cecilia Crowley. Second by Council Member Cantwell. Motion passes, all voting "aye"

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

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

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

21. Adjournment
With there being no further business, the meeting adjourned at 8:14 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

Executive Summary

December 05, 2013

Agenda Subject:	Zoning Case 13-Z-020: Second reading 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 final 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 unanimously recommended approval at the November 14, 2013 meeting. The City Council unanimously approved the Planning & Zoning Commission recommendation at the November 21, 2013 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 11/25/2013

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.

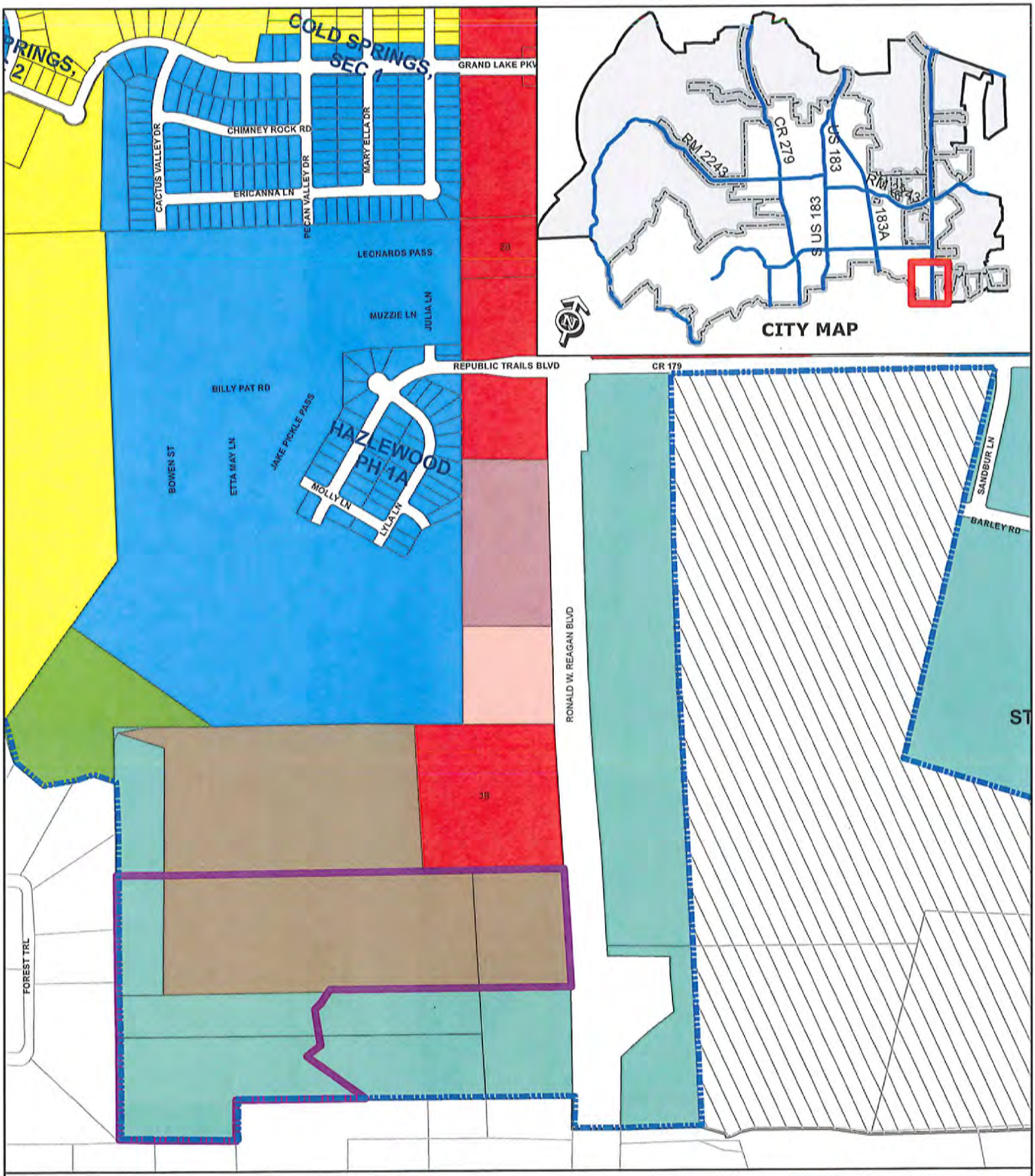
A PUD district is an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium style residential development with limits to the permitted density. The applicant is proposing Type A Architectural Standards, preserving 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

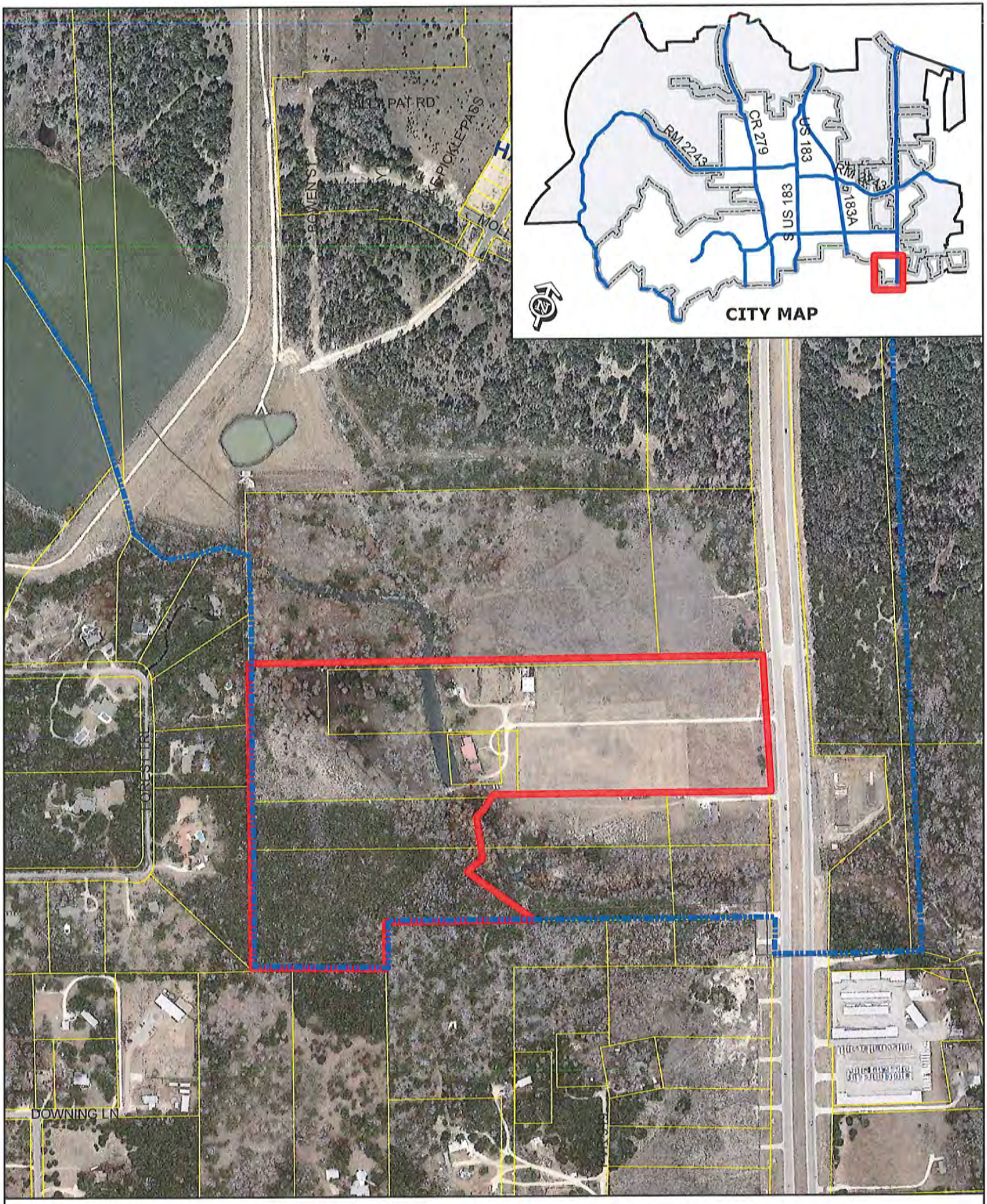
Attachment #2

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.

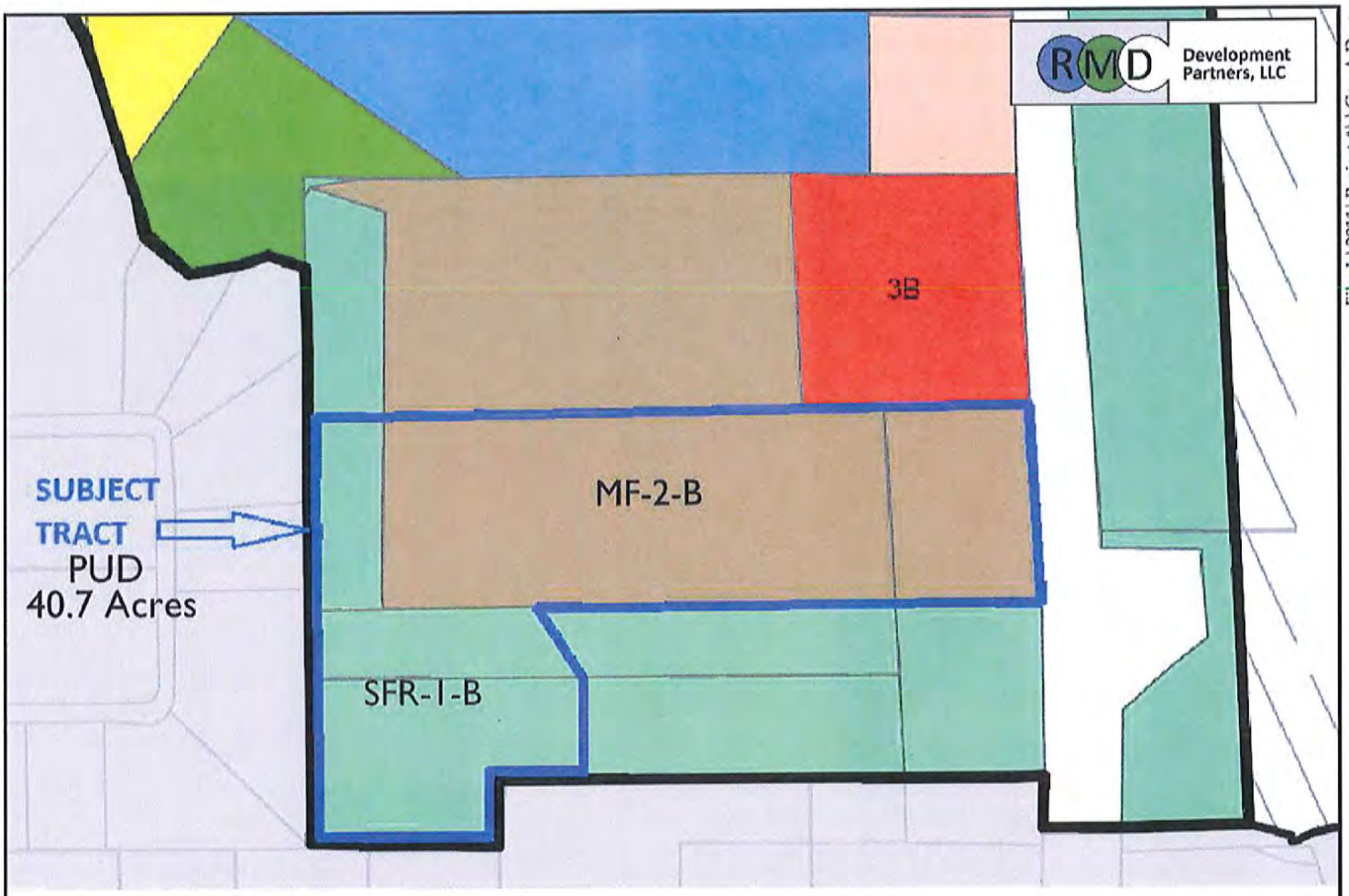
9. LIGHTING:All street lighting will meet minimum requirements for dark-sky compliance, in accordance with the Texas Section of the International Dark-Sky Association.

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)

RVL

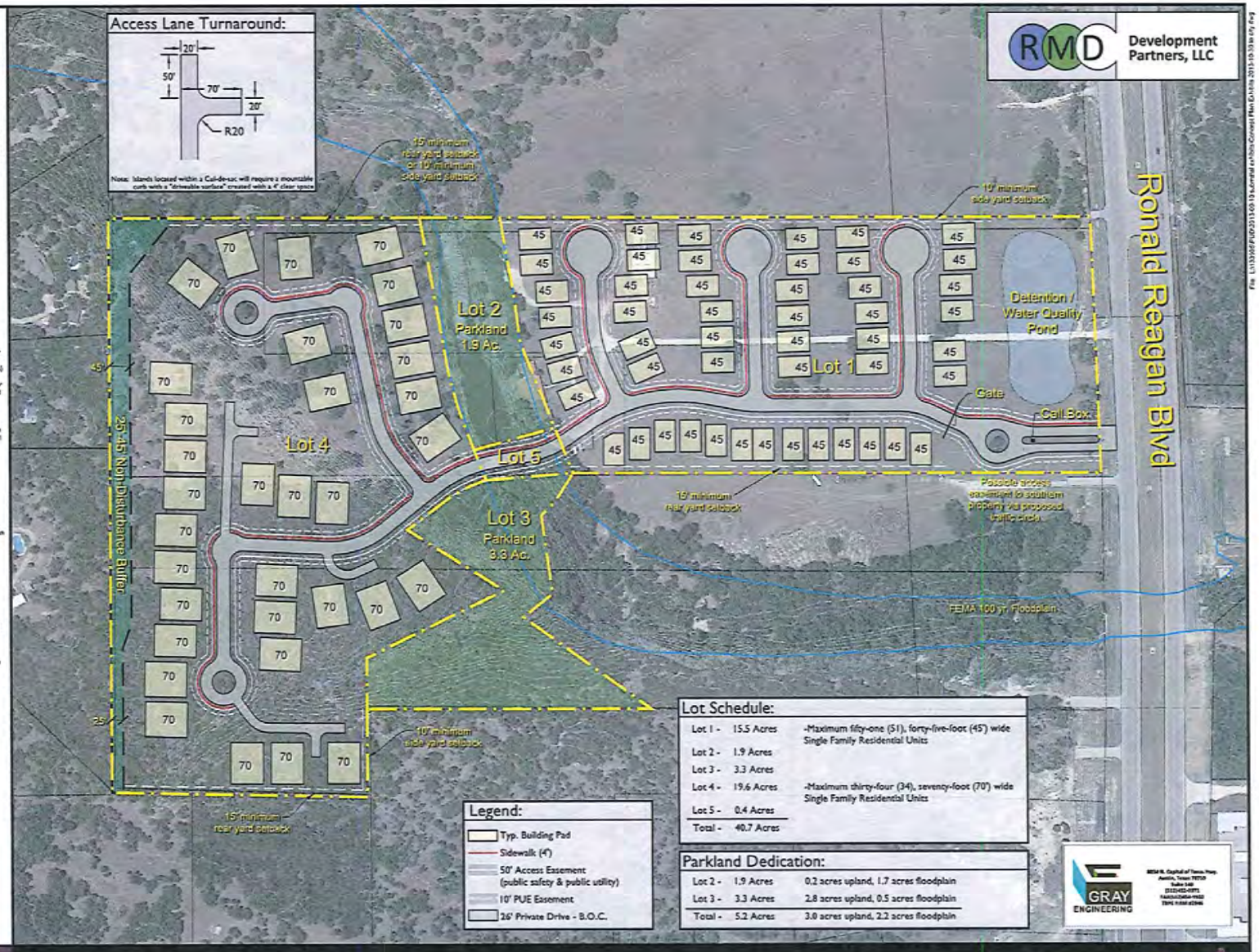
DATE : 09-10-2013

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 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 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 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 2.975 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.
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 to the entire western property line, as noted in the PUD Plan exhibit "B". A six-foot (6') tall Sim-Tek 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 at 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 street location 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 20-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

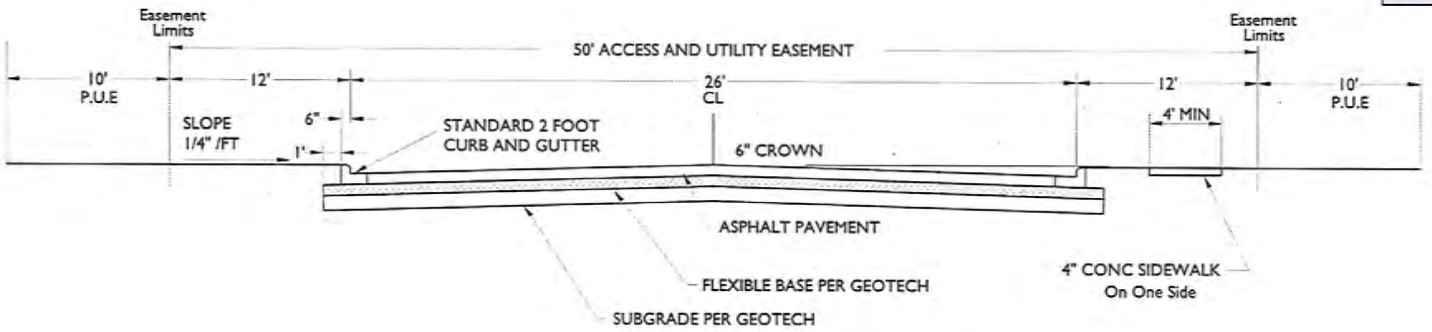
REVISIONS :
1. 10-23-2013
2. 10-31-2013

NORTH

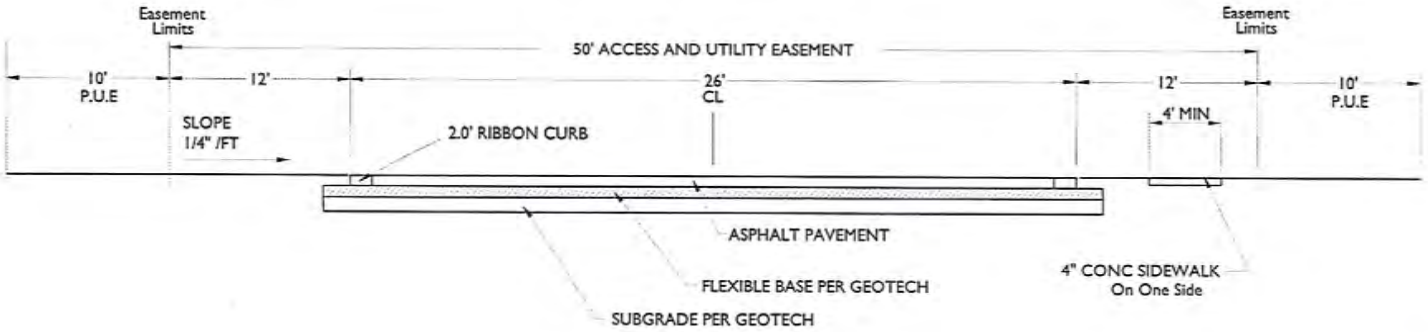
2' Contour Interval

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0332 Fax: (512) 480-0617
www.rvlplanning.com
rvl planning • landscape architecture

RMD Development Partners, LLC



CURB AND GUTTER STREET SECTION



RIBBON CURB STREET SECTION

GRAY ENGINEERING

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
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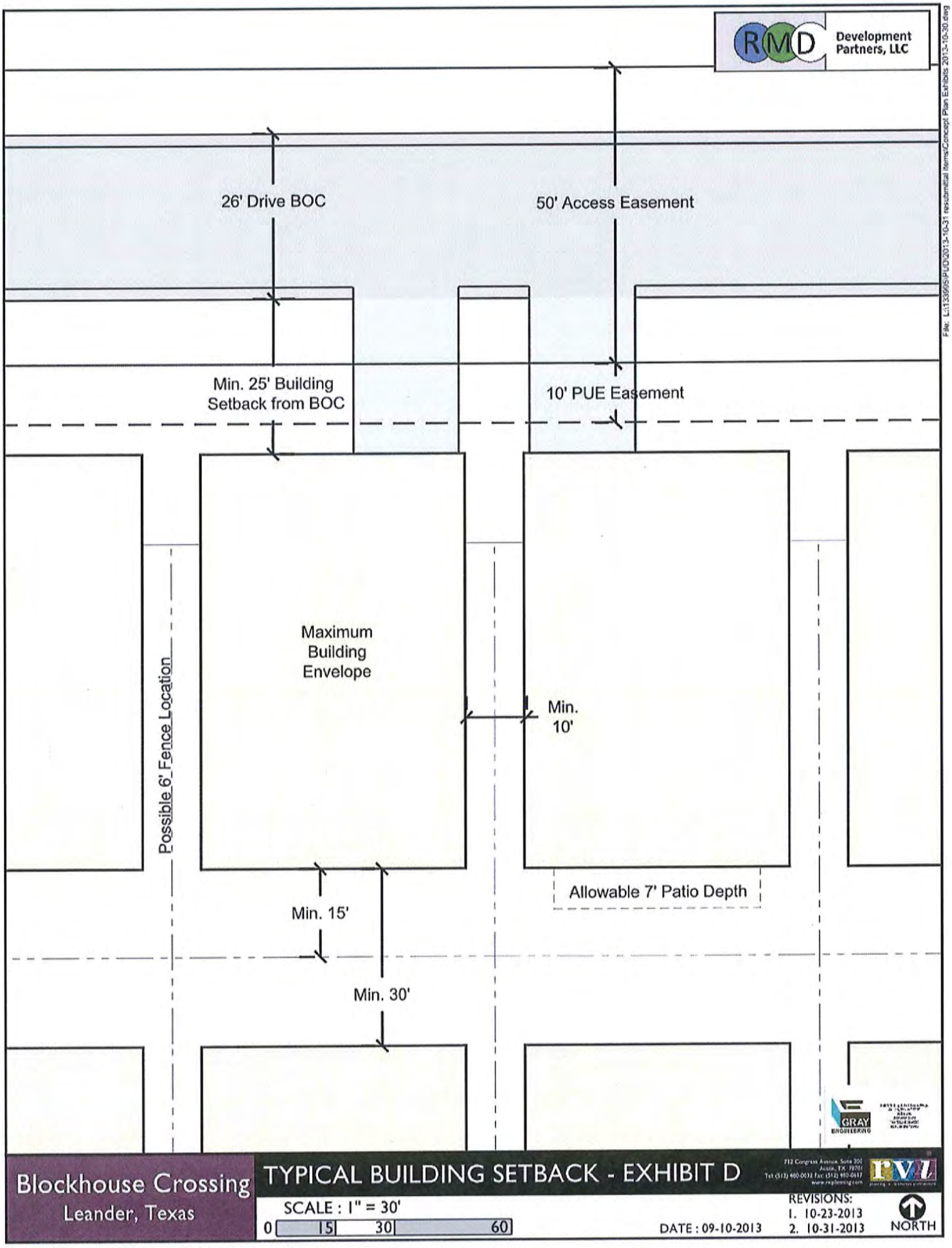
rvl planning + landscape architecture


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

ATTACHMENT 5

RMD Development Partners, LLC

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:

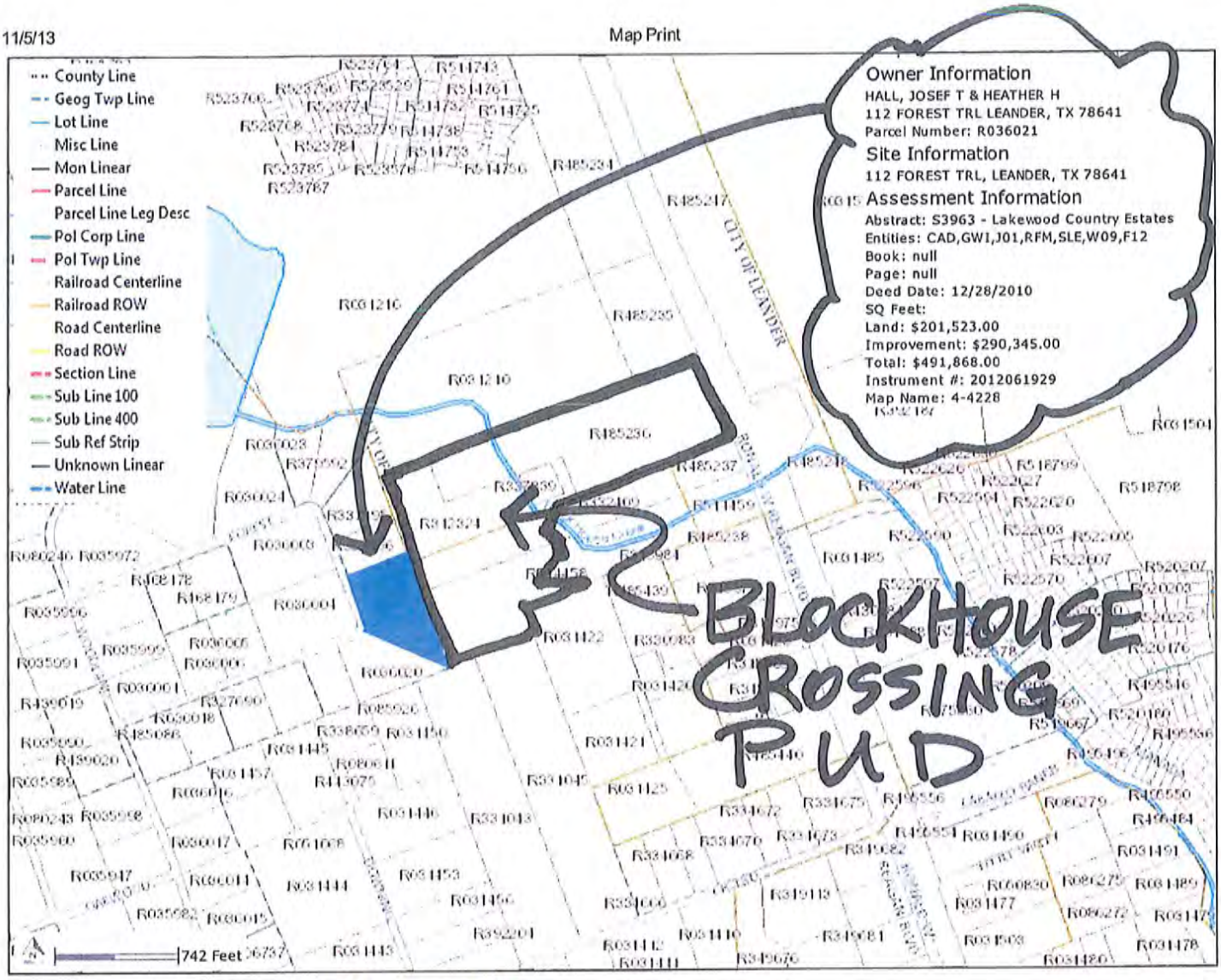
I'm writing to express my support for the PUD zoning application for Blockhouse Crossing, on Ronald Reagan Boulevard.

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
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,

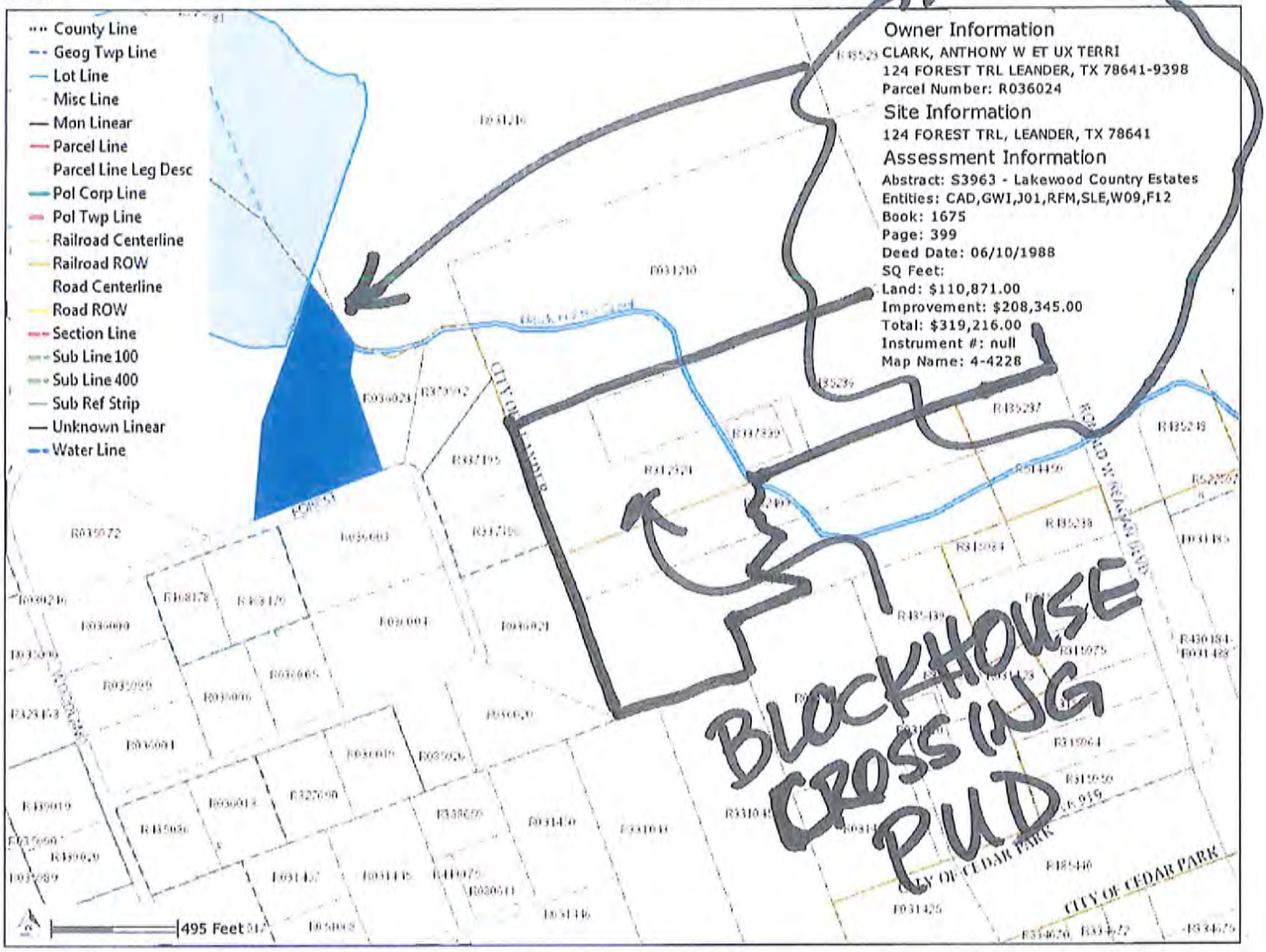
As president of Lakewood Country Estates Landowners Association (LCELA), I would like to thank you for the considerable time you have spent with residents in our neighborhood addressing questions and concerns that will affect these neighboring properties. Your willingness to be upfront and transparent 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.

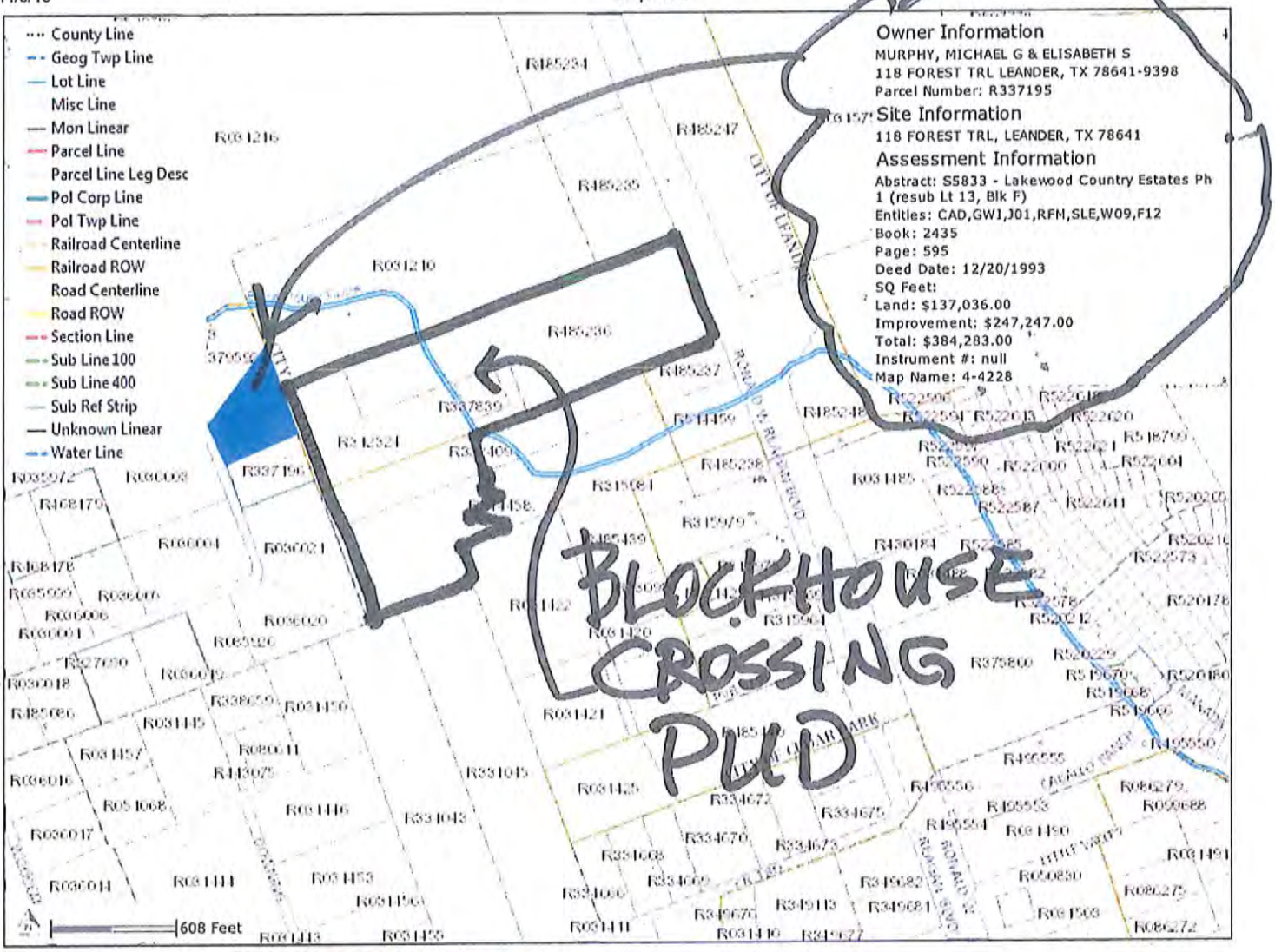
Best regards,

Tony Clark, LCELA President
124 Forest Trail, Leander

Michael Murphy
118 Forest Trail, Leander



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



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.

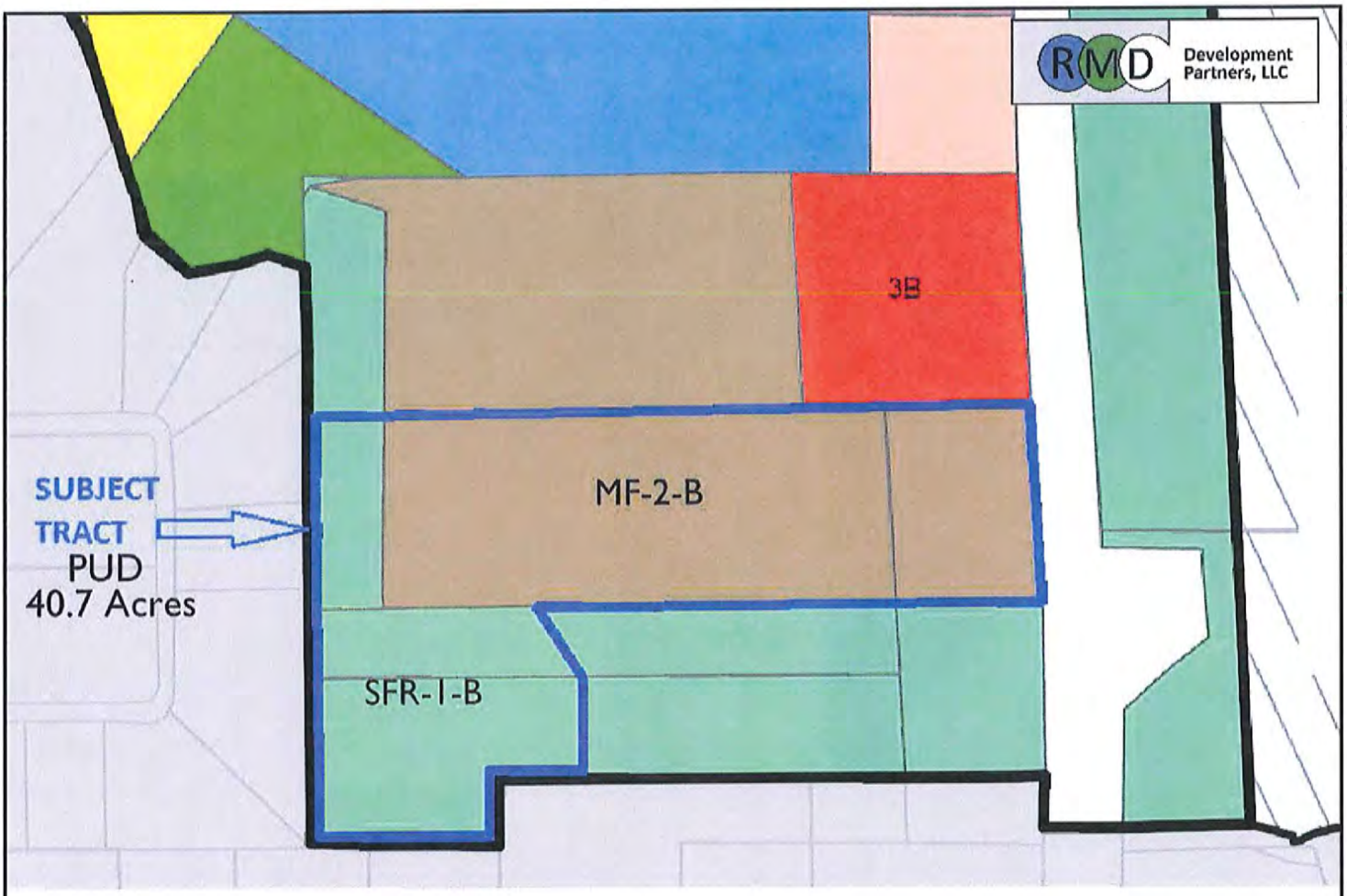
9. LIGHTING:All street lighting will meet minimum requirements for dark-sky compliance, in accordance with the Texas Section of the International Dark-Sky Association.

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 320
Austin, TX 78701
Tel: (512) 480-0102 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 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.
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   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%
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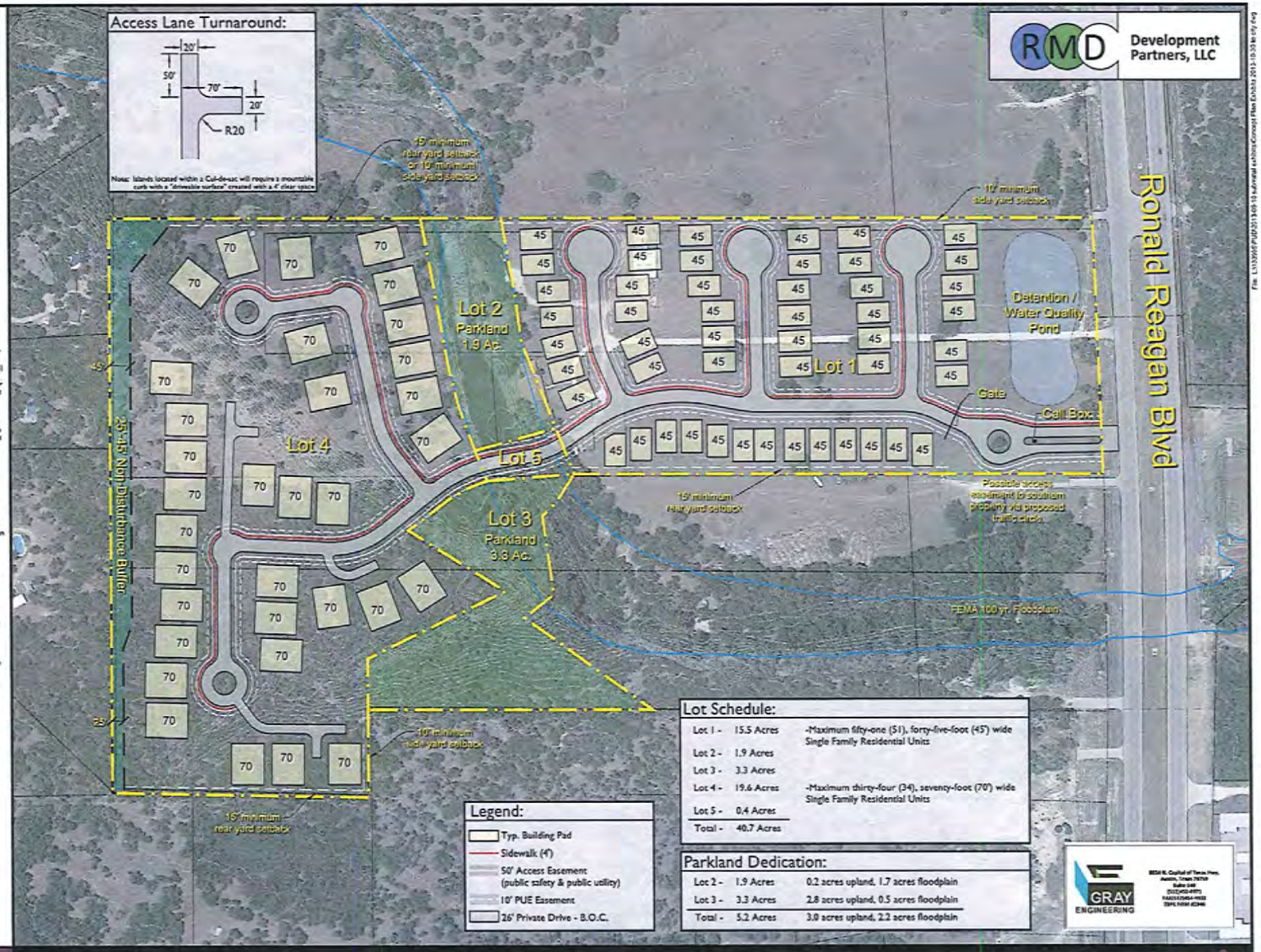


Blockhouse Crossing

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

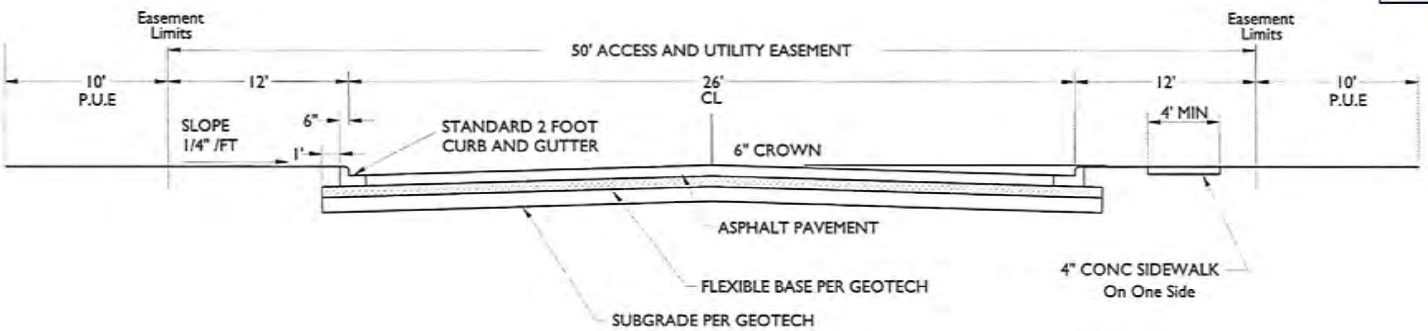
2' Contour Interval

712 Congress Avenue, Suite 200
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0417
www.rvlplanning.com
rvl planning + landscape architecture

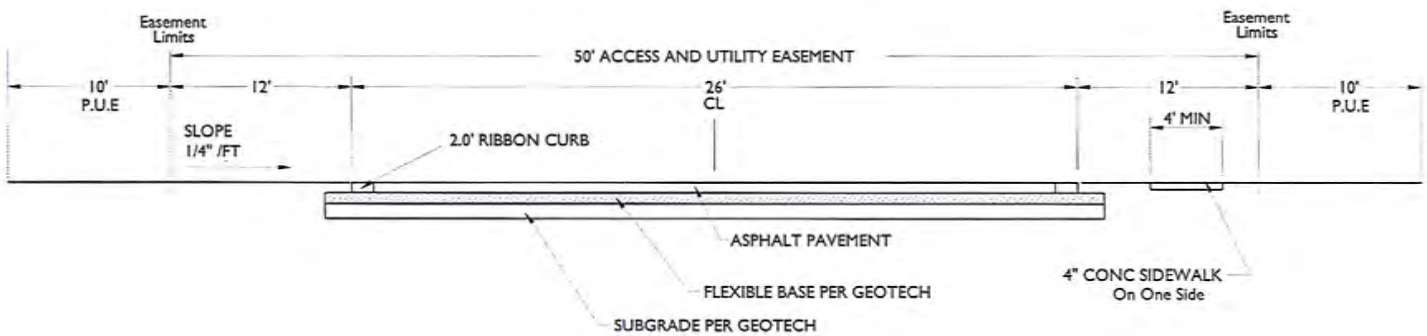
All information contained regarding this property is from sources deemed reliable. However, RVI has not made an independent investigation of these sources and no warranty or representation is made by RVI as to the accuracy thereof and same is subjected subject to errors, omissions, land classifications,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

File: L:\13\0045-PUD\2013-09-19 submittal set\Exhibits\Concept Plan Exhibits 2013-10-30 ch (1).dwg

RMD Development Partners, LLC



CURB AND GUTTER STREET SECTION



RIBBON CURB STREET SECTION

GRAY ENGINEERING

Blockhouse Crossing

Leander, Texas

TYPICAL ACCESS EASEMENT SECTIONS - EXHIBIT C

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

REVISIONS :
1. 10-23-2013
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Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
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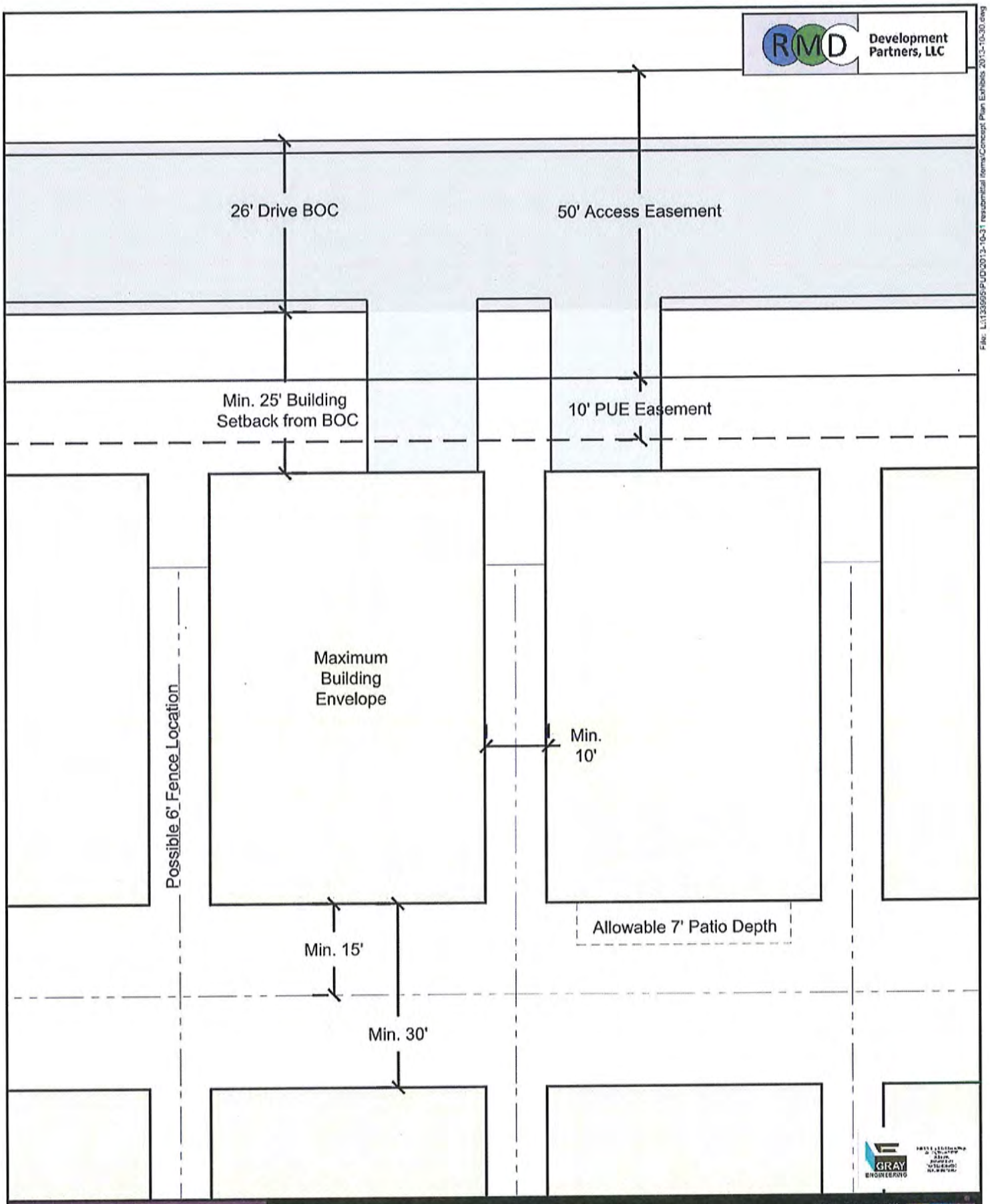

Blockhouse Crossing
Leander, Texas

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

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Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
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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.

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

STATE OF TEXAS
REGISTERED
RONNIE WALLACE
5222
PROFESSIONAL
LAND SURVEYOR

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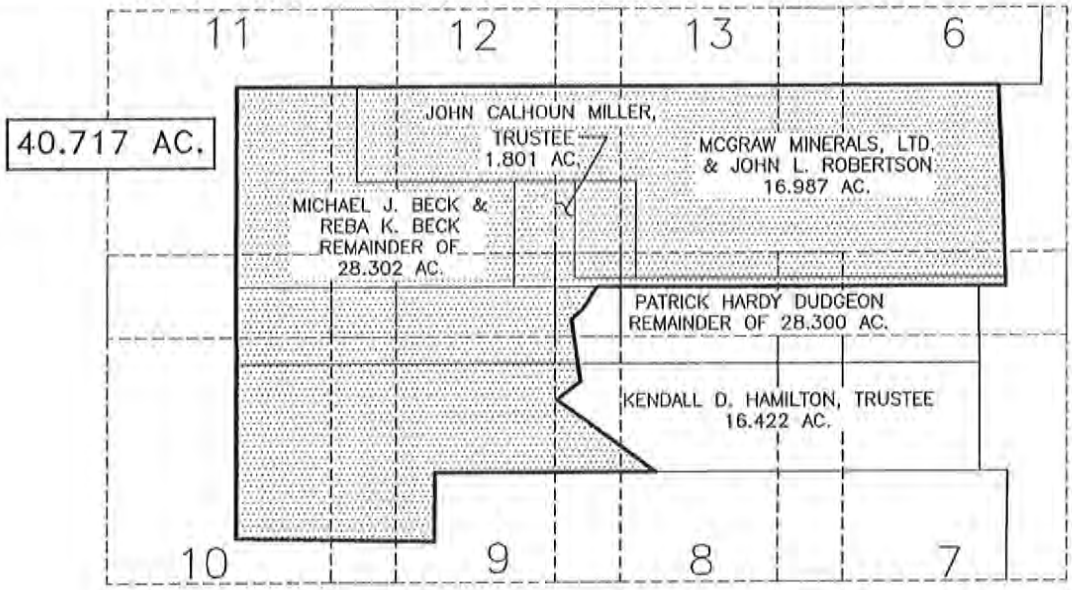

LEGEND

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 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

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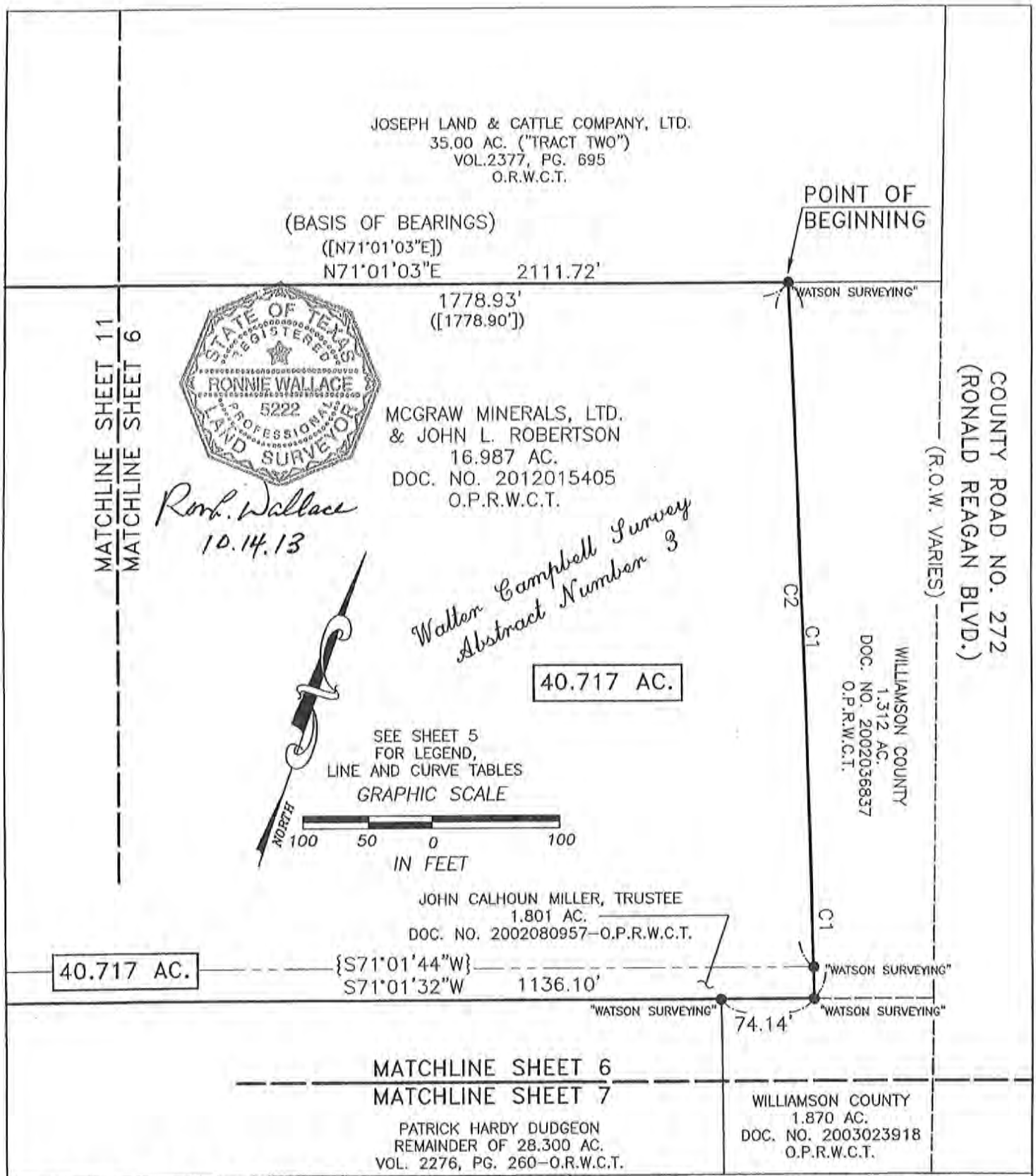

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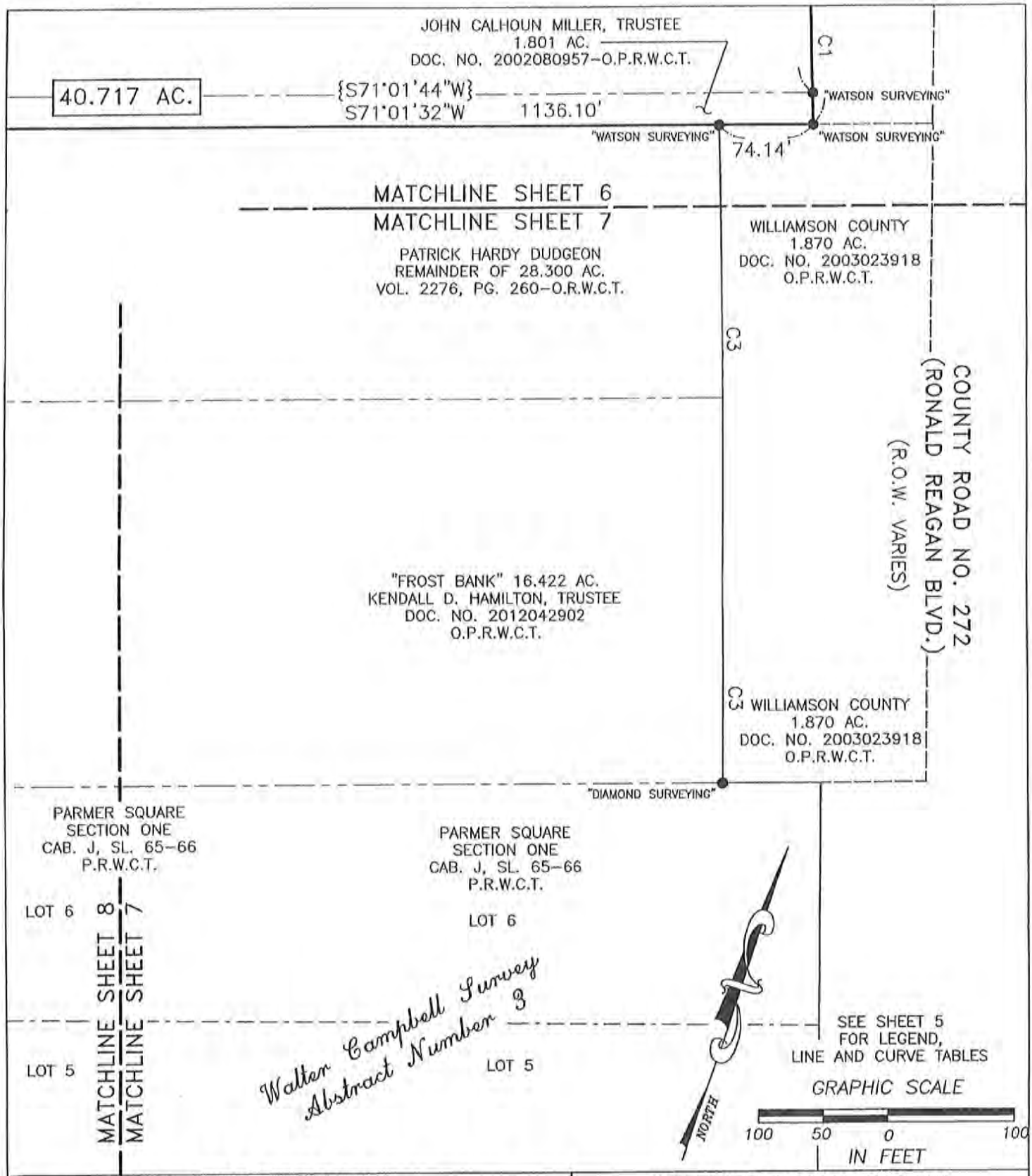

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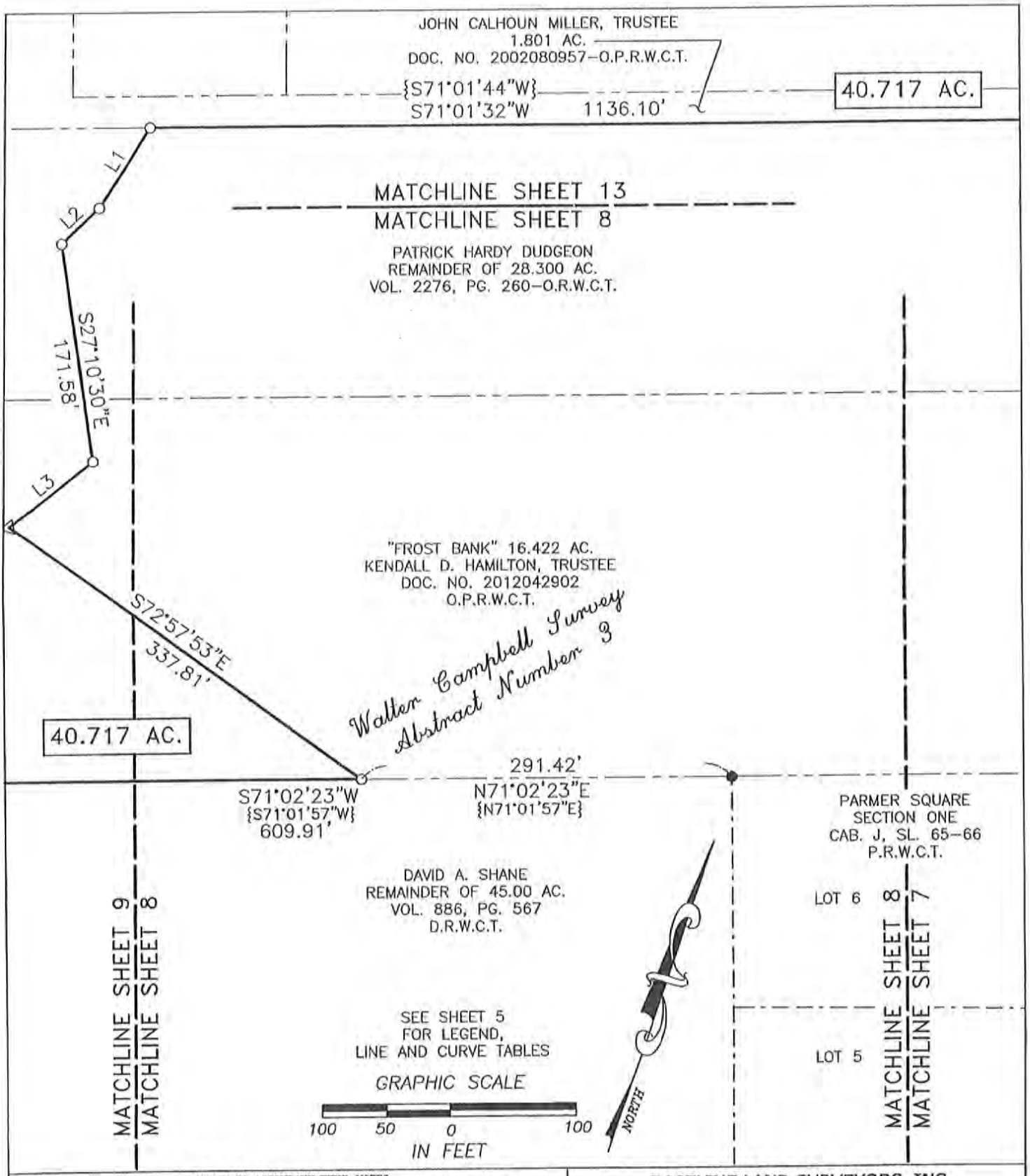

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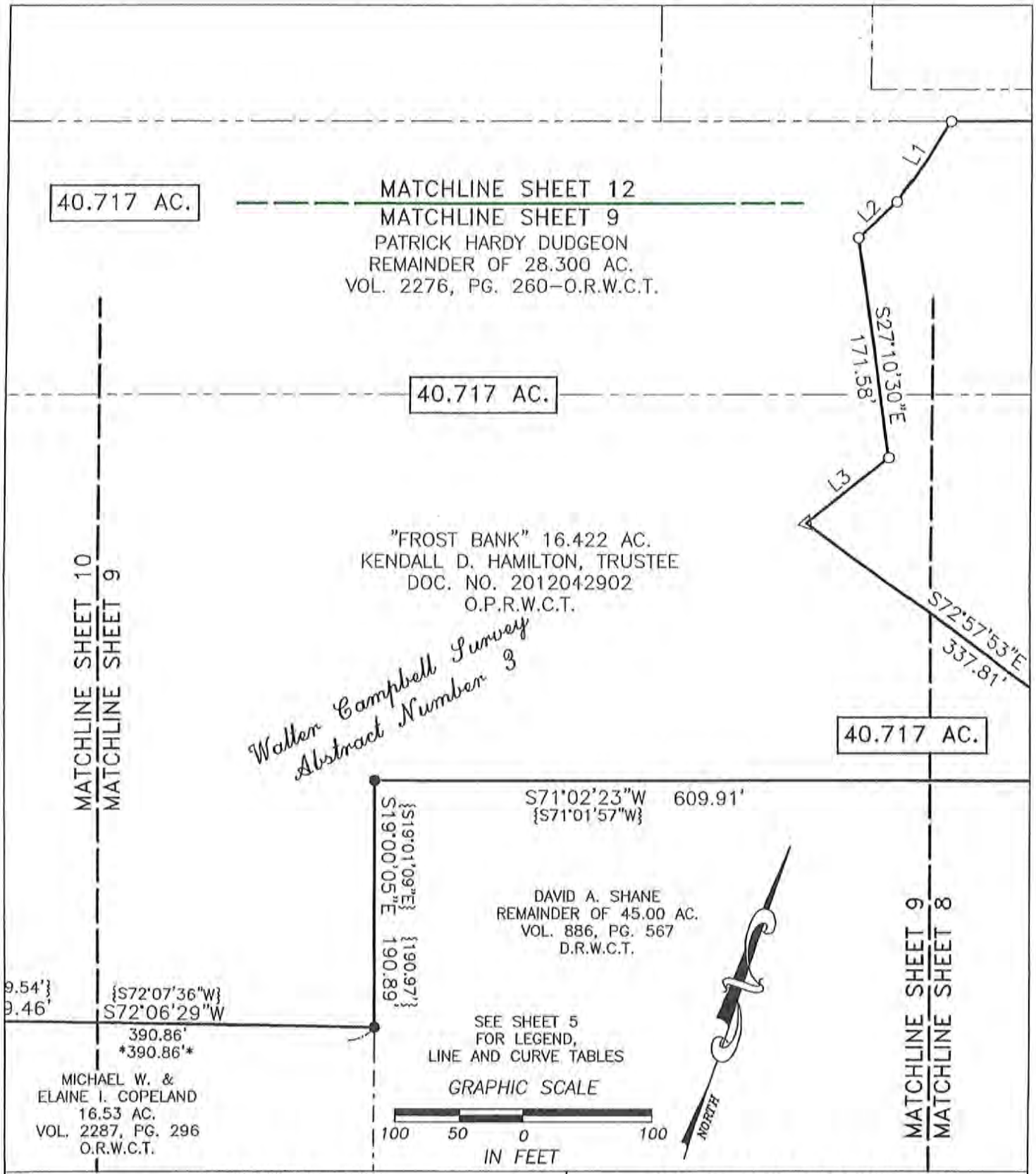

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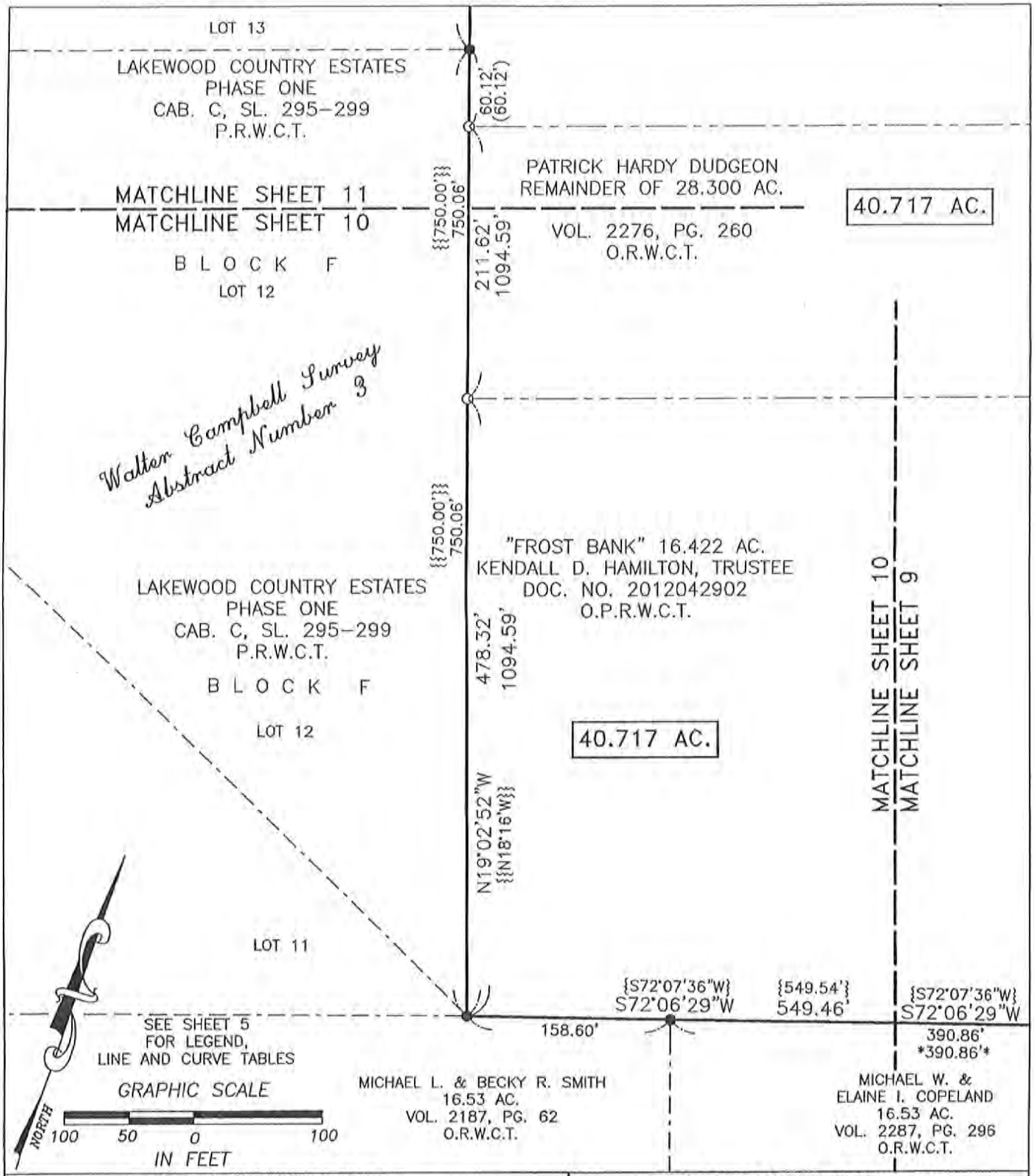

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OF 40.717 ACRES OUT OF THE WALTER CAMPBELL SURVEY, ABSTRACT NUMBER 3 IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF FIVE TRACTS: "TRACT 1" BEING A 16.067 ACRE TRACT OF LAND CONVEYED TO MCGRAW MINERALS, LTD. AND JOHN L. ROBERTSON BY INSTRUMENT OF 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 1.501 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 6" 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

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
ron-baseline@austin.rr.com

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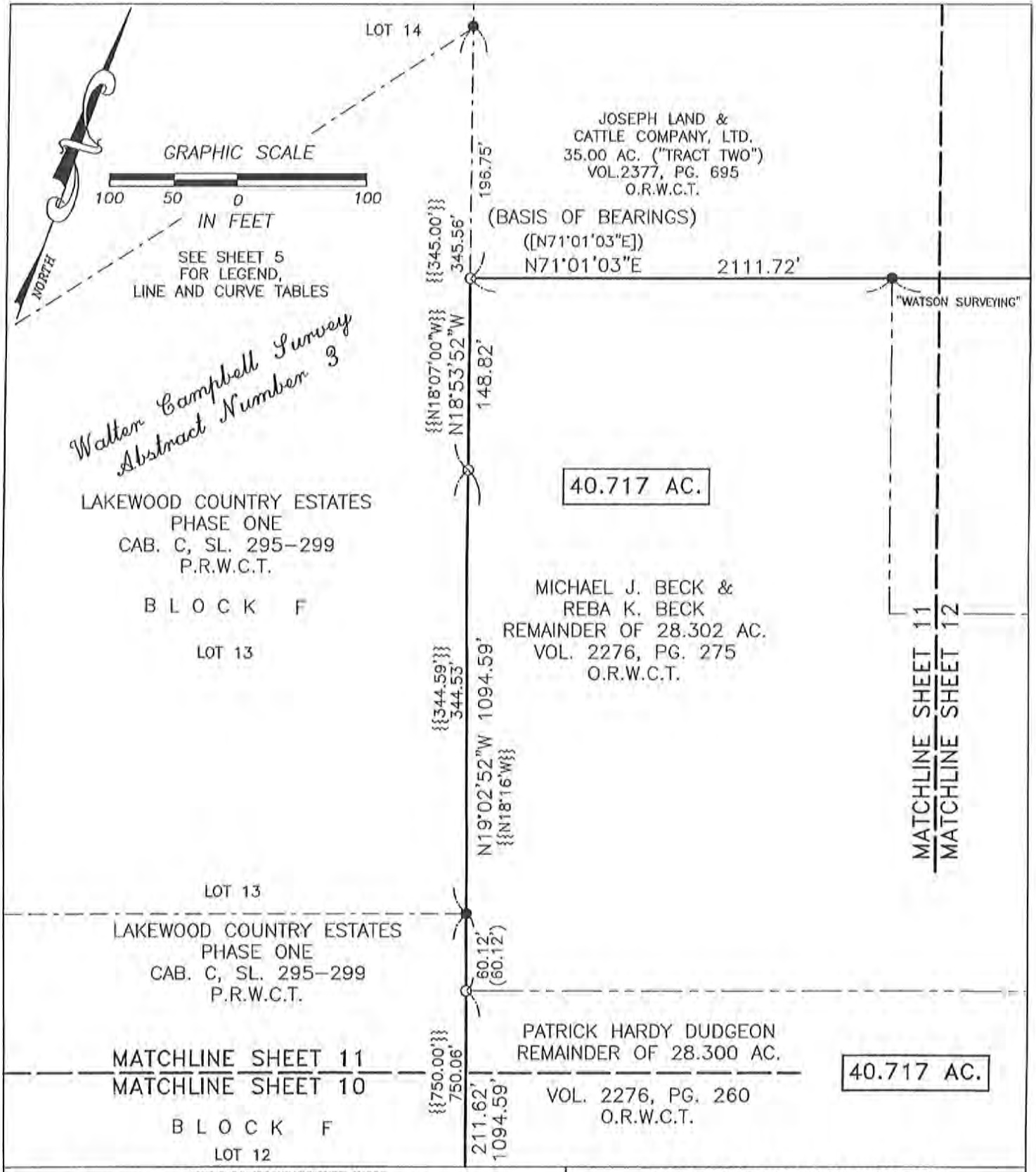

SKETCH TO ACCOMPANY FIELD NOTES
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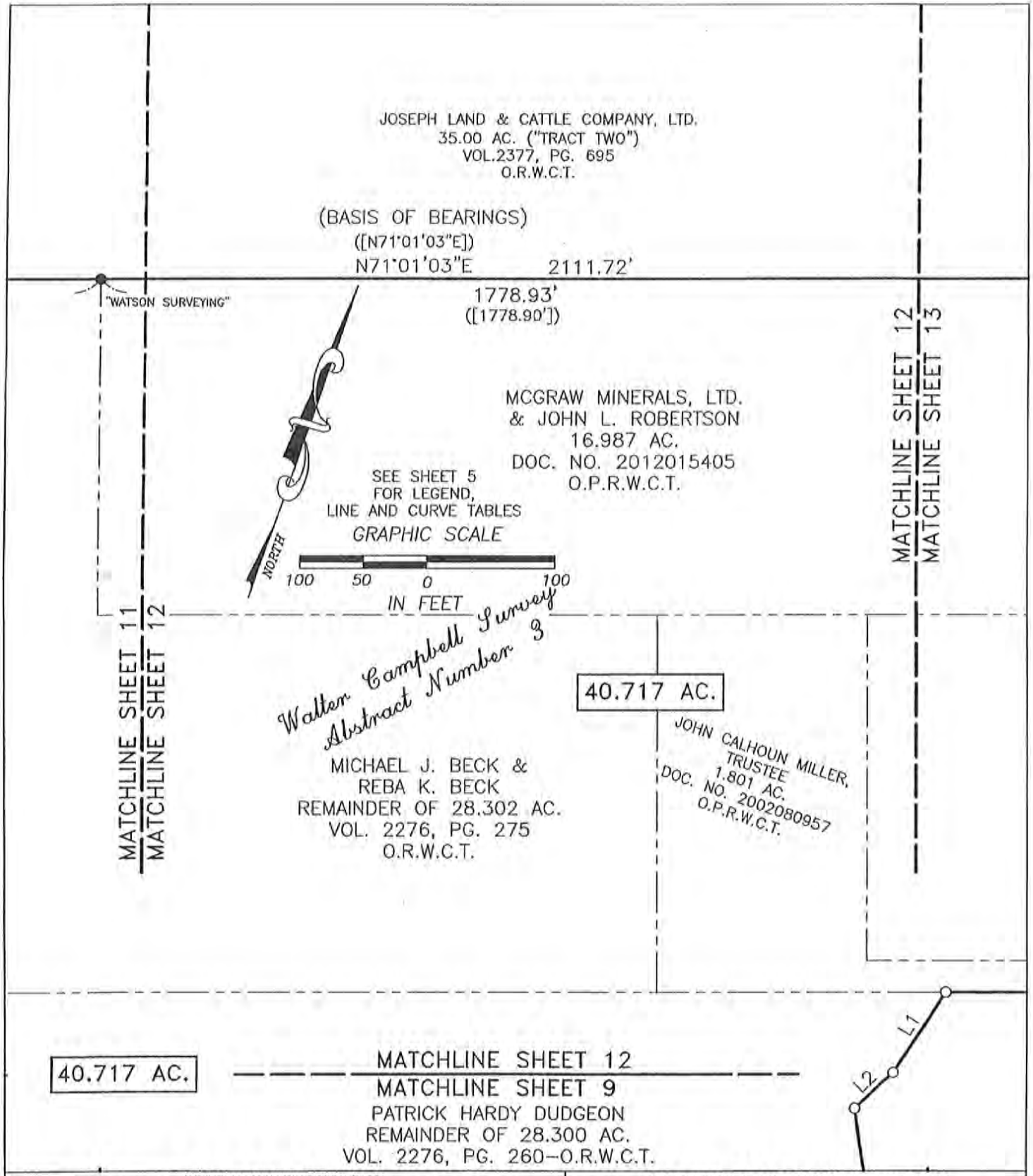

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OF 40.717 ACRES OUT OF THE WALTER CAMPBELL SURVEY, ABSTRACT NUMBER 3 IN WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF FIVE TRACTS: "TRACT 1" BEING A 16.987 ACRE TRACT OF LAND CONVEYED TO MCGRAW MINERALS, LTD. AND JOHN L. ROBERTSON BY INSTRUMENT OF 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

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Job No.		Snapshot: SY-M&B	12 of 13
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Date: 10/14/13	Checked By: JSL	Drawn By: RLW	

JOSEPH LAND & CATTLE COMPANY, LTD.
35.00 AC. ("TRACT TWO")
VOL.2377, PG. 695
O.R.W.C.T.

(BASIS OF BEARINGS)
([N71°01'03"E])
N71°01'03"E 2111.72'

1778.93'
([1778.90'])

MATCHLINE SHEET 12
MATCHLINE SHEET 13

MATCHLINE SHEET 11
MATCHLINE SHEET 6

MCGRAW MINERALS, LTD.
& JOHN L. ROBERTSON
16.987 AC.
DOC. NO. 2012015405
O.P.R.W.C.T.

MICHAEL J. BECK &
REBA K. BECK
REMAINDER OF
28.302 AC.
VOL. 2276, PG. 275
O.R.W.C.T.

Walter Campbell Survey
Abstract Number 3

40.717 AC.

SEE SHEET 5
FOR LEGEND,
LINE AND CURVE TABLES

GRAPHIC SCALE
100 50 0 100
IN FEET

NORTH

MILLER,
0957

JOHN CALHOUN MILLER, TRUSTEE
1.801 AC.
DOC. NO. 2002080957-O.P.R.W.C.T.

{S71°01'44"W}
S71°01'32"W 1136.10'

40.717 AC.

L1
L2

MATCHLINE SHEET 13
MATCHLINE SHEET 8

PATRICK HARDY DUDGEON
REMAINDER OF 28.300 AC.
VOL. 2276, PG. 260-O.R.W.C.T.

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 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

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Job No.		Snapshot: SY-M&B	13 of 13
Scale (Hor.): 1"=100'		Scale (Vert.):	
Date: 10/14/13	Checked By: JSL	Drawn By: RLW	

Executive Summary

December 05, 2013

Agenda Subject:	Zoning Case 13-Z-021: Second reading 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 final 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 unanimously recommended approval at the November 14, 2013 meeting. The City Council unanimously approved the Planning & Zoning Commission recommendation at the November 21, 2013 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 11/25/2013

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.

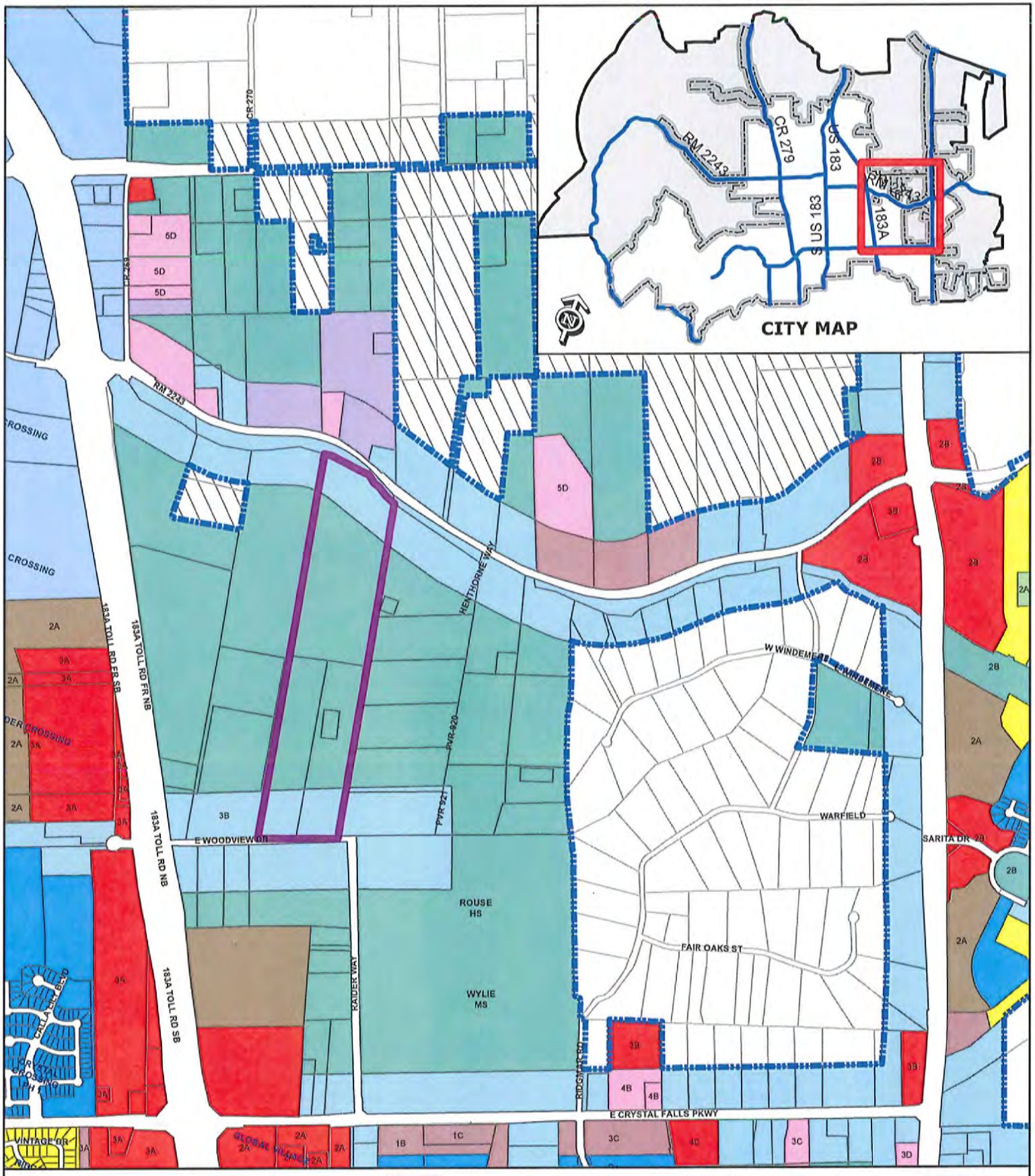
This use component includes following lot size minimums:

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

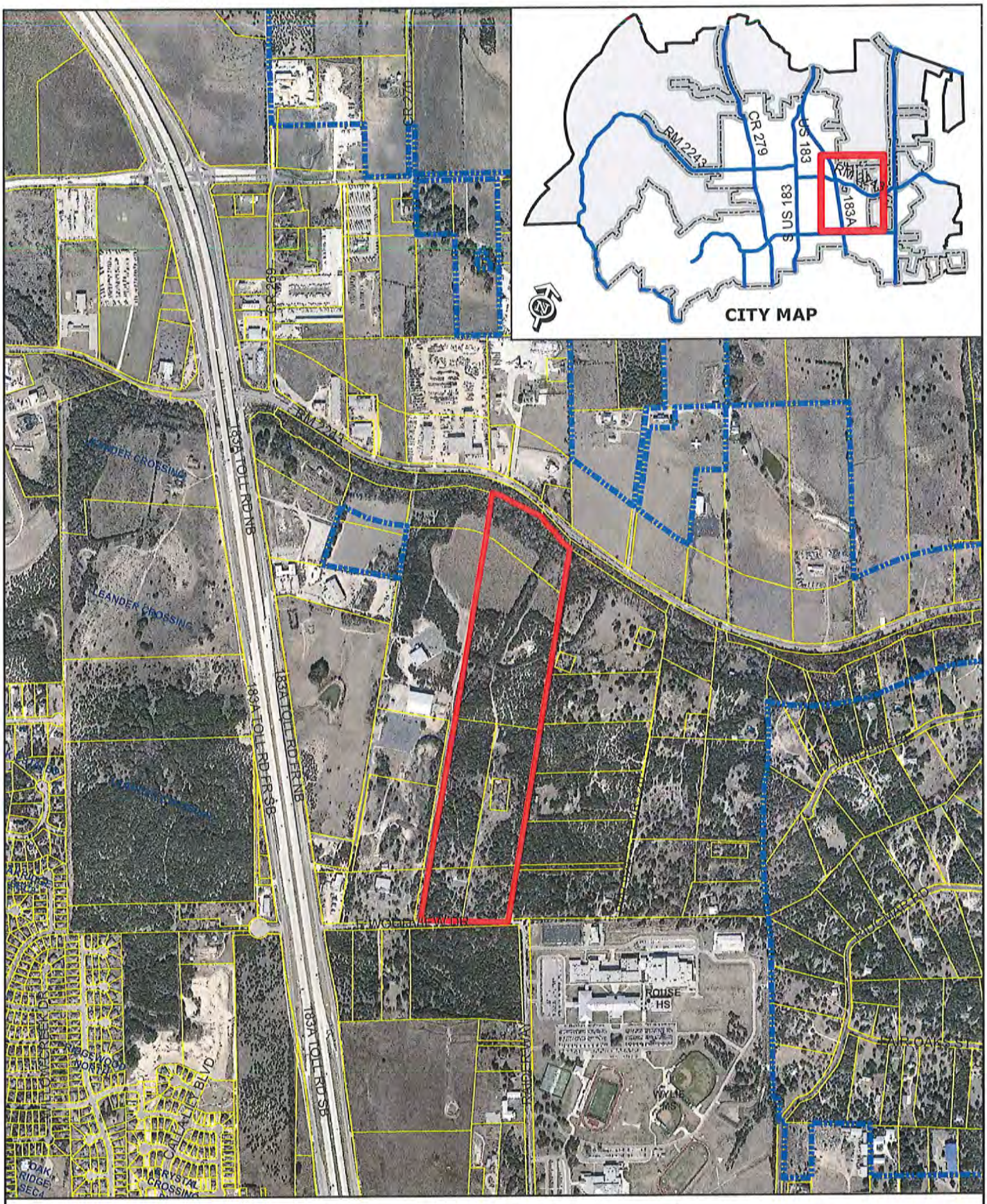
Attachment #2

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

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~~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-~~1~~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-~~1~~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

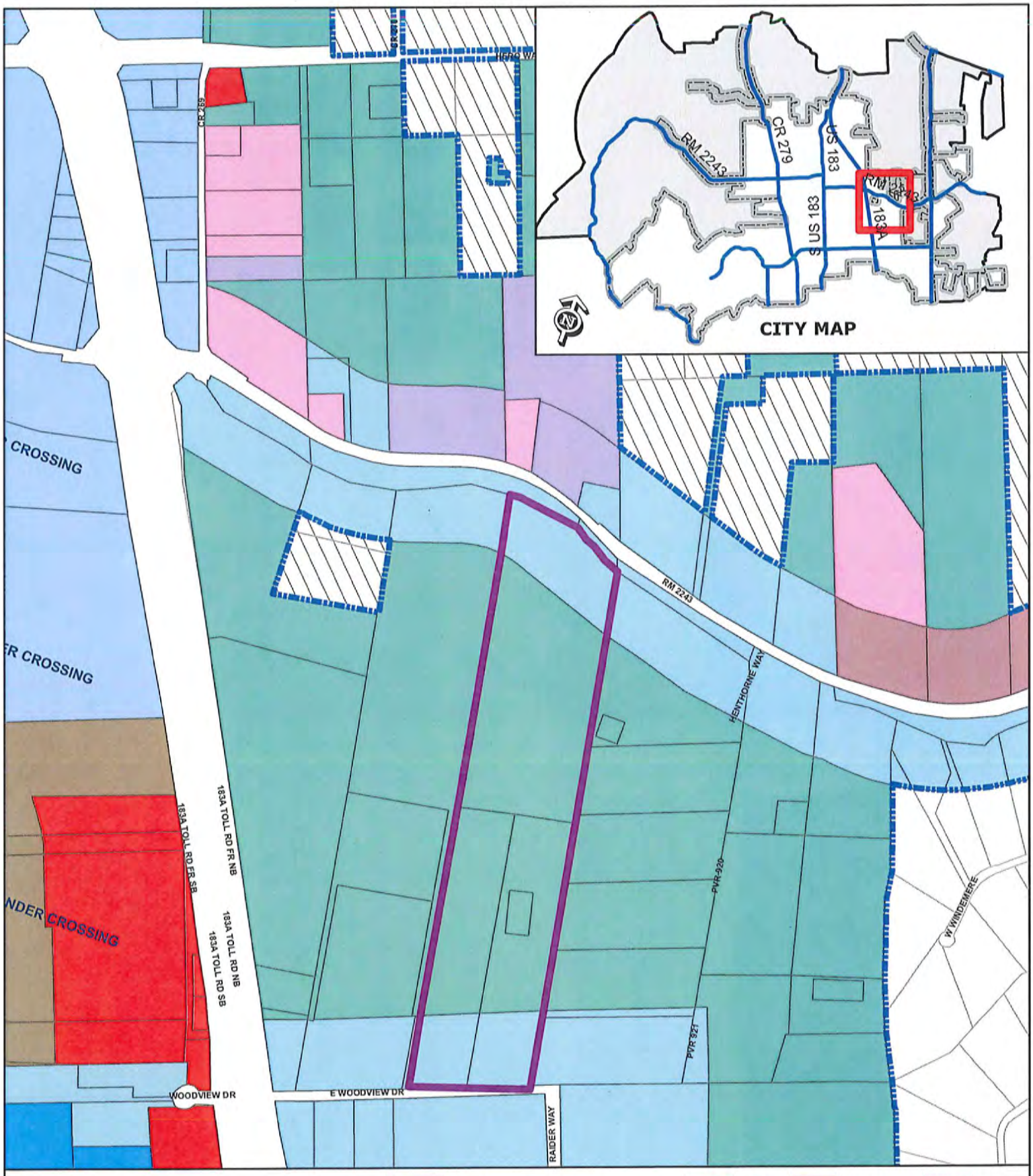


EXHIBIT A

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

Executive Summary

December 05, 2013

Agenda Subject:	Zoning Case 13-Z-023: Second reading 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 final 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 unanimously recommended approval SFE-2-A (Single-Family Estate) SFU-2-A (Single-Family Urban) at the November 14, 2013 meeting. The City Council unanimously approved the Planning & Zoning Commission recommendation.
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 11/25/2013

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.

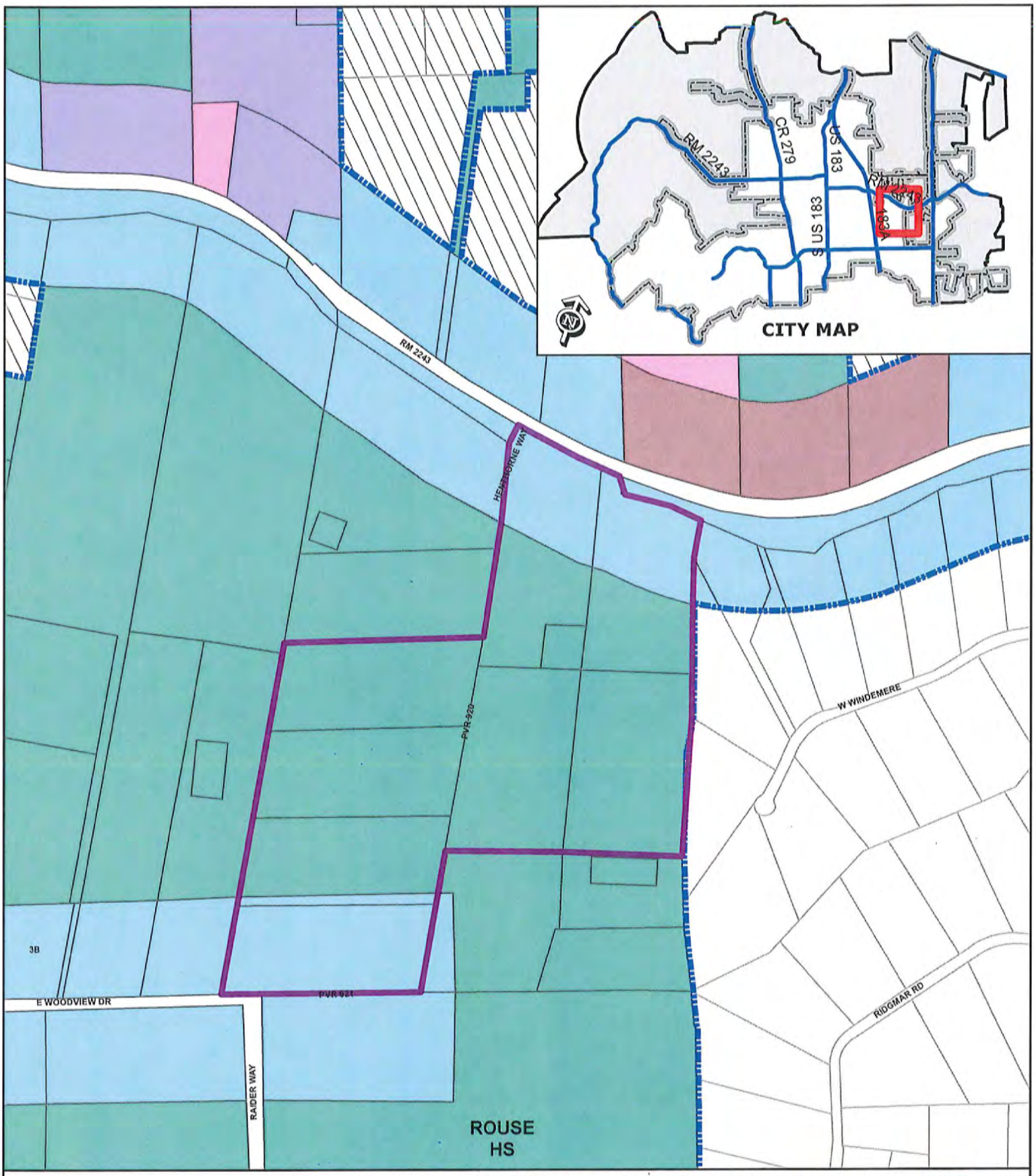
These use components includes following lot size minimums:

Use	Interior Lots			Corner Lots		
Component	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

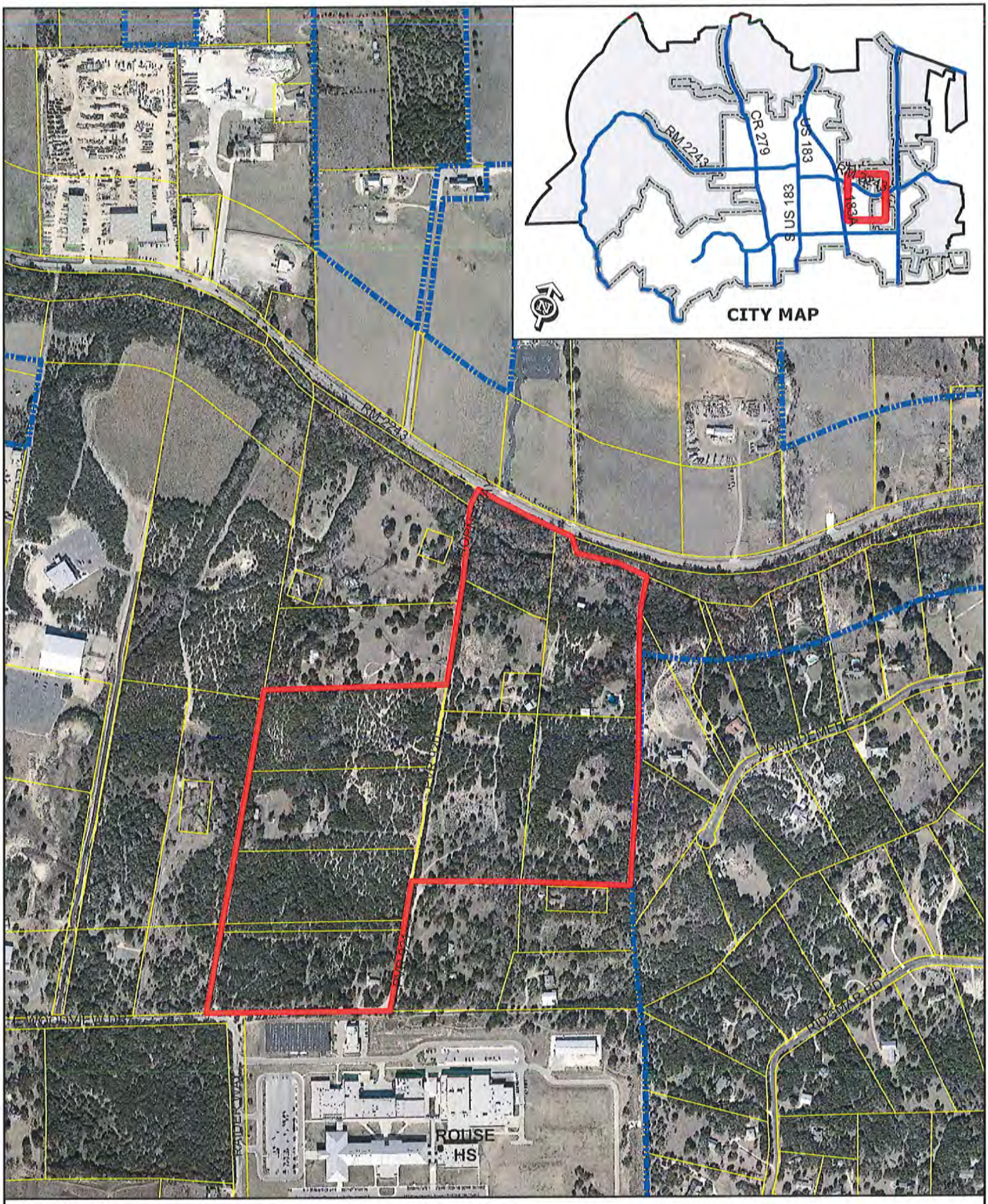
Attachment #2

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

0 200 400
Feet

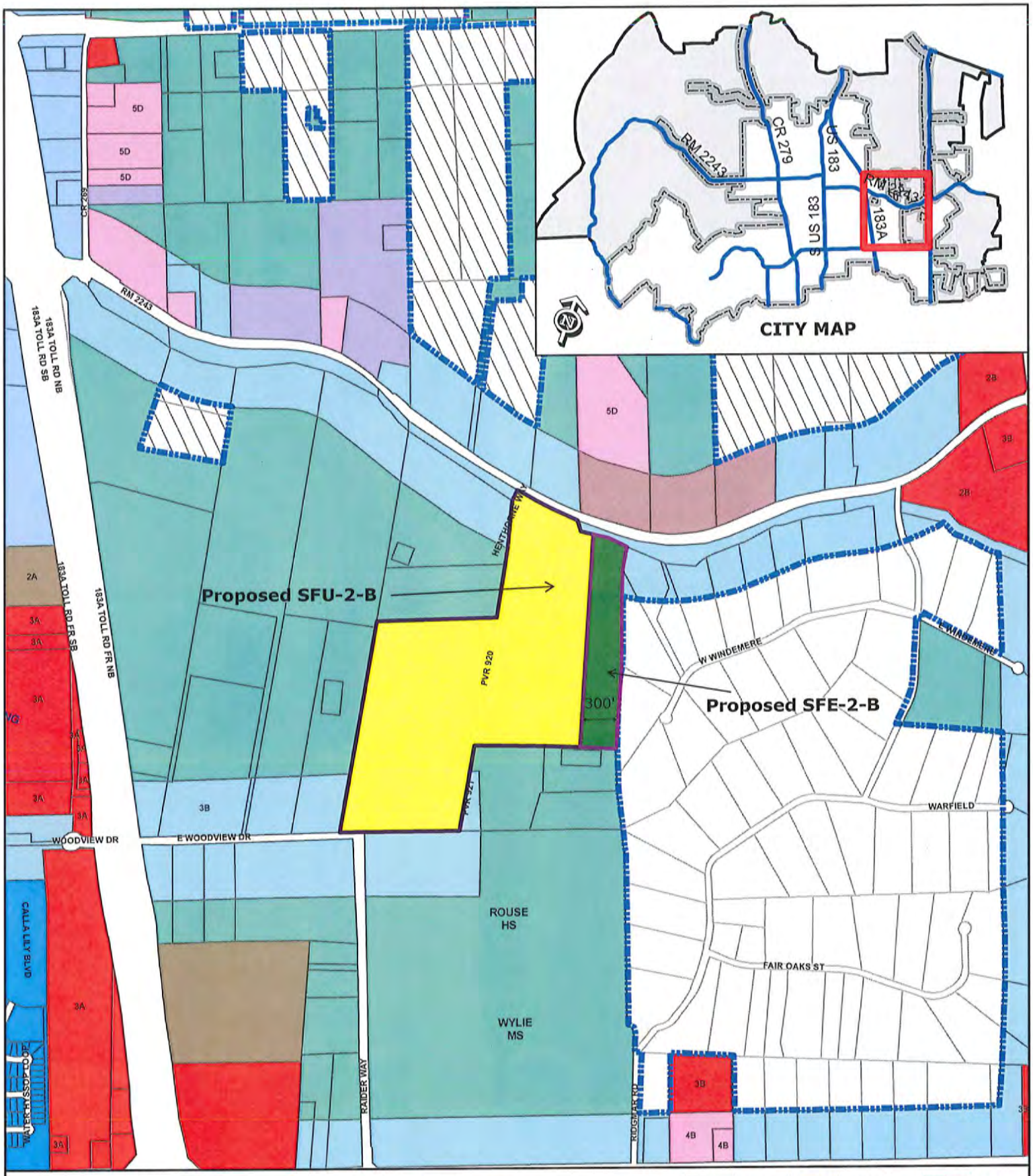


ZONING CASE 13-Z-023 Attachment #3

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	

0 200400
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-A (SINGLE-FAMILY ESTATE) AND SFU-2-A (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-A (Single-Family Urban) and SFE-2-A (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

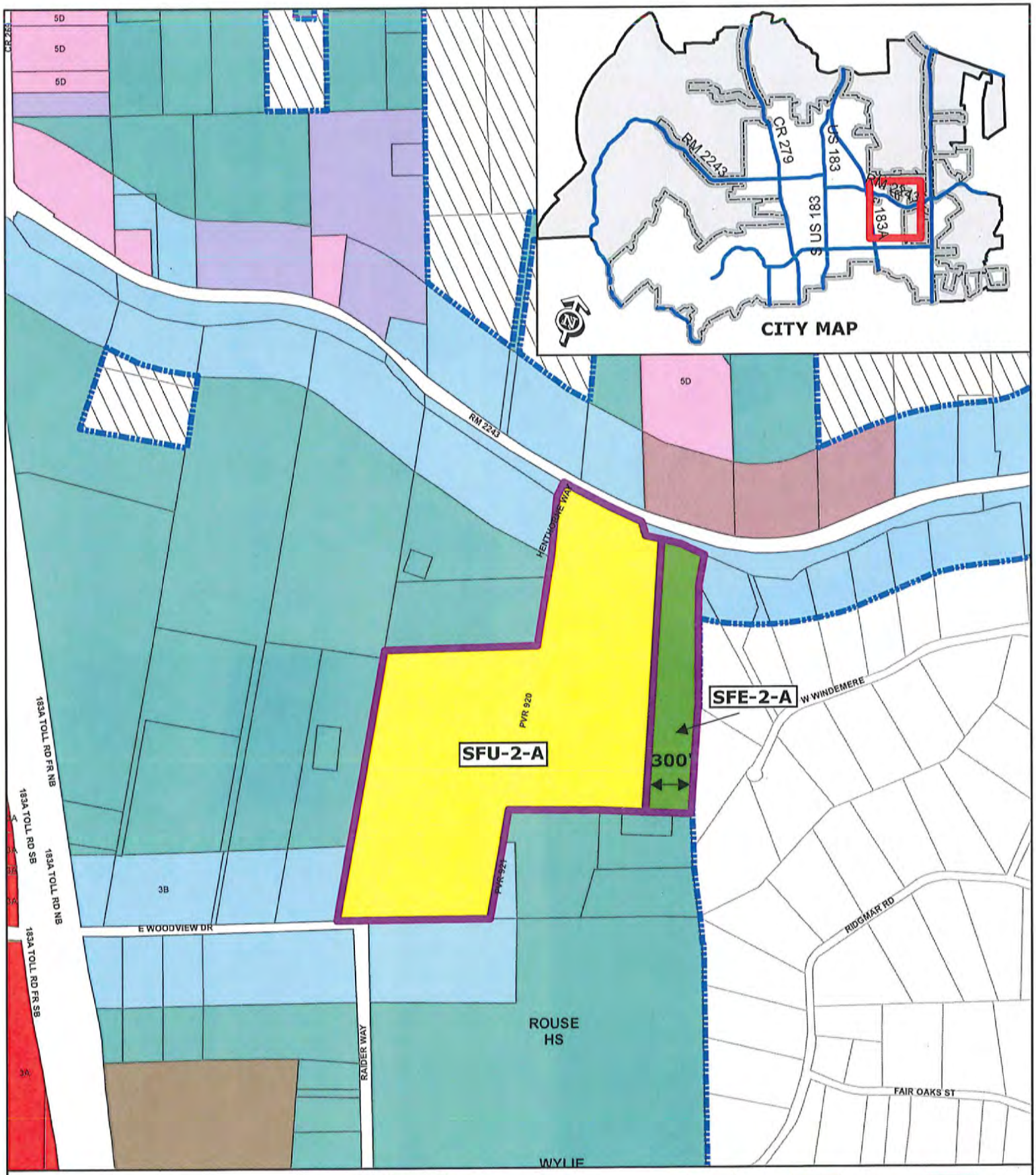


EXHIBIT A

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

Executive Summary

December 05, 2013

Agenda Subject:	Zoning Case #13-Z-024: Hold a public hearing and consider action on the rezoning of a tract of land located on the SE corner of Bagdad Road and Municipal Drive, 1.62 acres more or less out of the AW0006, Harmon. E.D. Survey; Parcel #R519006. Currently, the property is zoned LC-2-B (Local Commercial). The property is proposed to be zoned LC-3-B (Local Commercial). Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Jim Bechtol, (BWM Group) on behalf of Sherrie A Mciver, Emmet Hawkes Jr., Sally Ochsner, and Cynthia Hawkes.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The applicant withdrew this request.
Attachments:	1. Letter Requesting Withdrawal
Prepared By:	Tom Yantis, AICP Development Services Director 11/26/2013

Robin Griffin

From: Philip Wanke [pwanke@placedesigners.com]
Sent: Tuesday, November 26, 2013 9:22 AM
To: Robin Griffin
Cc: Tom Yantis; emmetjhawkes@msn.com; hawkesco@cox.net; doug@premasgroup.com; Jim Bechtol
Subject: City of Leander Zoning Case #13-Z-024

Mrs. Griffin,

As authorized agent for zoning case #13-Z-024, we withdraw this request effective immediately.

Should you have any questions please do not hesitate to contact me.
Also, if you would, please confirm receipt of this email.

Thank You

PHILIP WANKE ASLA | CLARB
Principal
Planning | Landscape Architecture | Architecture

102 East Main Street | Round Rock, TX 78664
42 Rochester Street | Scottsville, NY 14546

O: [512] 238 8912 x 203 | M: [512] 577 9290 | W: www.bwmgrp.com

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Executive Summary

December 5, 2013

Council Agenda Subject: An ordinance of the City of Leander, Texas, annexing 2.17 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 first reading of the annexation ordinance was conducted on November 21, 2013.

This annexation proceeding began as a unilateral (involuntary) annexation, however the City negotiated annexation agreements with the property owners and those agreements were approved on November 21, 2013. As a part of the agreements, the property owners have petitioned for voluntary annexation of a portion of their property which includes up to a 70 foot wide strip which follows an existing road and utility easement from the southern boundary of CR 290 to the Grand Mesa at Crystal Falls subdivision. The second reading of the ordinance has been modified to reduce the area being annexed to the area included in the voluntary annexation petitions.

Origination: City of Leander

Recommendation: Staff recommends that Council conduct the second and final reading of the annexation ordinance.

Attachments:

1. Ordinance with exhibits
2. Petition for Voluntary Annexation - Parcel ID 819084
3. Annexation Agreement with Petition - Parcel ID 467239
4. Annexation Agreement with Petition - Parcel ID 765121
5. Annexation Agreement with Petition - Parcel ID 770825

Prepared by: Tom Yantis, Director of Development Service

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 2.17 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING SERVICE PLANS FOR THE ANNEXED AREAS; 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 properties more particularly described herein (the "subject property");

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

WHEREAS, subsequent to the City Council's institution of proceedings for the annexation of the subject property, the owners of the subject property have requested voluntary annexation

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 and some the subject property owners have entered into Annexation Agreements approved by the City Council on November 21, 2013

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 Plans attached hereto as Exhibits "B" and "C".

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 2.17 acres, more or less, located in Travis County, Texas, beginning approximately 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 819084, 467239, 765121 and 770825 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 Plans submitted herewith are hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibits "B" and "C".

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 Exhibits "B" and "C", 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

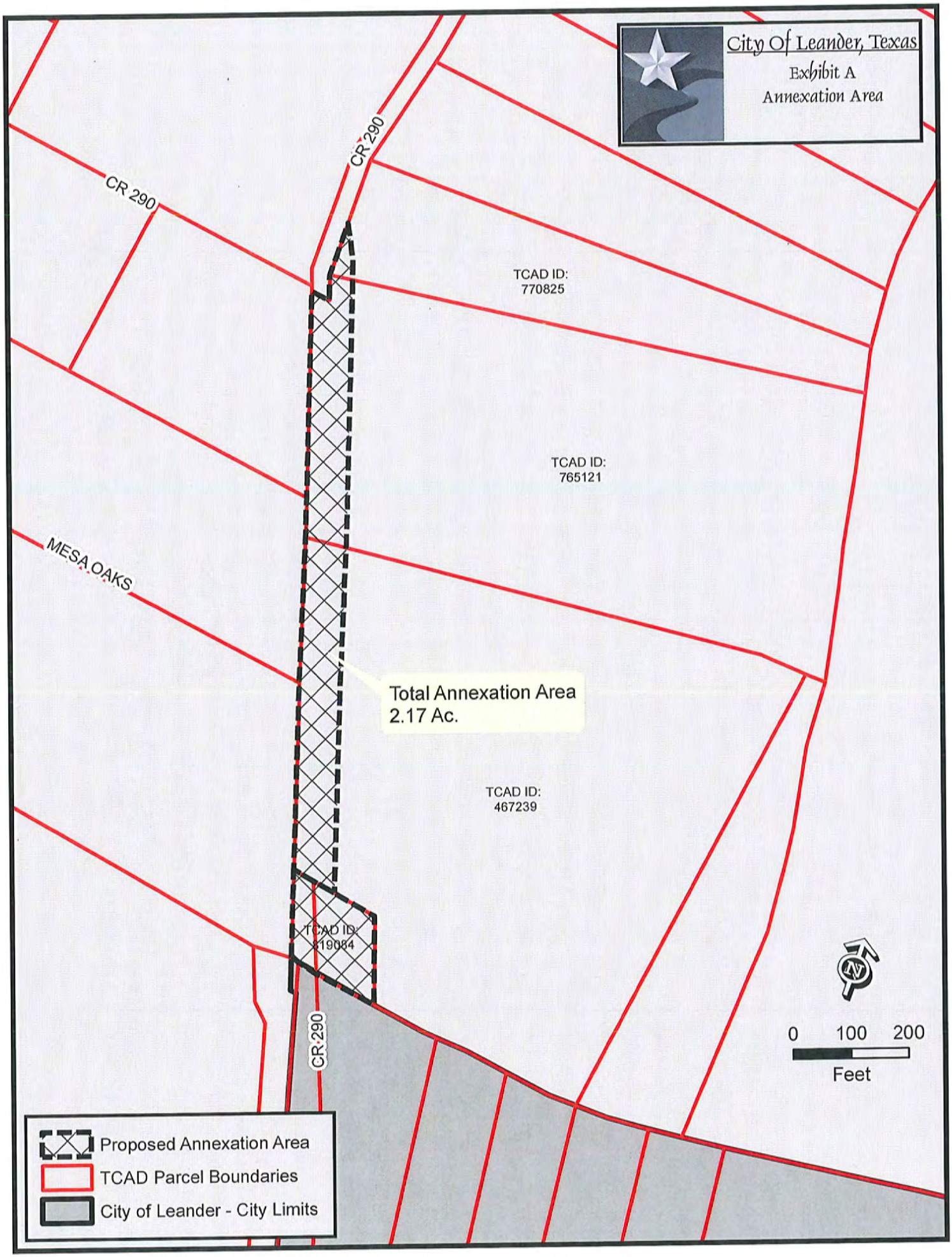

City Of Leander, Texas
Exhibit A
Annexation Area
CR 290
CR 290
CR 290
MESA OAKS
TCAD ID:
770825
TCAD ID:
765121
TCAD ID:
467239
TCAD ID:
819084
Total Annexation Area
2.17 Ac.
0 100 200
Feet
Proposed Annexation Area
TCAD Parcel Boundaries
City of Leander - City Limits

EXHIBIT "B"

(APPLICABLE TO THE PARCEL OF LAND IDENTIFIED IN EXHIBIT "A" AS TCAD ID: 819084)

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, *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;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; 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 City agrees to provide the following services for 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 service.

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 subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(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) 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. 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 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 properties' owner requests and is able to connect to the City's water utility system.

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. 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 in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a 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 owner requests and is able to connect to the City's wastewater utility system.

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, 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 property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(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 "C"

(APPLICABLE TO THE PARCELS OF LAND IDENTIFIED IN EXHIBIT "A" AS TCAD ID'S: 467239, 765121 AND 770825)

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.

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 Petition and Request:

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 being 0.486 acres, more or less, located in Travis County, Texas, and being more particularly shown and described in the 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 14 day of November 2013, with the City Secretary of the City of Leander, Texas.

Petitioner: The Lookout Development Group, LP, The Lookout Group, Inc., its general partner

By: _____

Name: William R. Hinckley

Title: President

STATE OF TEXAS §

§

COUNTY OF Harris §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared William R. Hinckley, President, The Lookout Group, Inc., ~~the~~ General partner of The Lookout Development Group, LP and 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 14th day of November 2013.

(SEAL)

Sharee S. Robertson

Notary Public - State of Texas

SHAREE S. ROBERTSON
My Commission Expires
December 15, 2013

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY

THE LOOKOUT GROUP

2370 Rice Blvd., Suite 200
Houston, Texas 77005
713.524.5263
Fax: 713.524.2807

July 3, 2013

Ms. Robin Griffin
Planner, City of Leander
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319
Fax (512) 528-2729

Re: Request for Voluntary Annexation- CR290

Dear Ms. Griffin:

The Lookout Development Group respectfully requests voluntary annexation by the City of Leander for the .486 acre tract included in this package. The .486 acre tract is located immediately north of the current City limit line at the proposed extension of CR290 which will connect Grand Mesa 7 to CR290. The closest address to this tract is 2529 High Lonesome which is located on a private street inside the Grand Mesa 7 at Crystal Falls subdivision. As of the date of this letter the Travis County Tax ID is 819084. Please note this Tax ID includes all of the property in Grand Mesa 7 (209.115 acres) which is already part of the City of Leander. It appears that the Travis County Appraisal District has not yet assigned new Tax ID numbers to reflect the subdivision and recorded plat for Grand Mesa 7. The Lookout Development Group, as the owners of the .486 acre tract, voluntarily requests the City of Leander to annex the .486 acre tract included in this package.

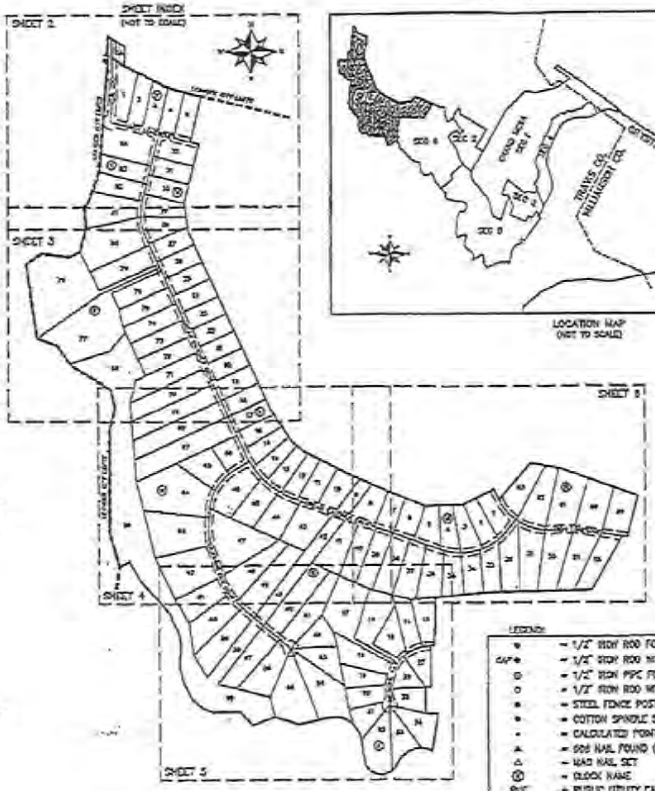
You can reach me at (512)260-2066 or mike@mycrystalfalls.com if you have any questions.

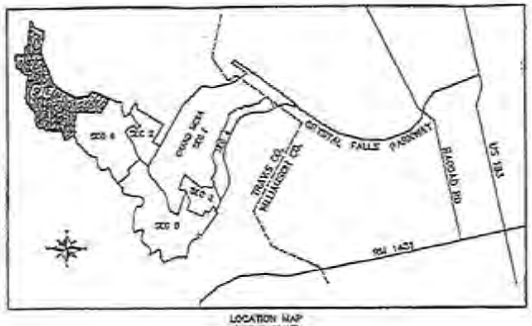
Regards,

Michael Siefert, P.E.
Vice President of Construction
The Lookout Development Group, Inc.

2013 00054

FINAL PLAT OF
GRAND MESA AT CRYSTAL FALLS II,
SECTION 7





LOCATION MAP
(NOT TO SCALE)

LEGEND

●	= 1/2" IRON ROD FOUND
CAP●	= 1/2" IRON ROD WITH CAP FOUND
⊙	= 1/2" IRON PIPE FOUND
○	= 1/2" IRON ROD WITH CAP CAP SET
■	= STEEL FENCE POST
●	= COTTON SPINDLE SET (UNLESS NOTED)
•	= CALCULATED POINT
▲	= 60D NAIL FOUND (UNLESS NOTED)
△	= MAG NAIL SET
(X)	= CLOCK NAME
PUE	= PUBLIC UTILITY EASEMENT
PSE	= PUBLIC SAFETY EASEMENT
DE	= DRAINAGE EASEMENT
WE	= WATER LINE EASEMENT
WQZE	= WATER QUALITY ZONE EASEMENT
MFFE	= MINIMUM FINISH FLOOR ELEVATION
[illegible]	= LOT AREA IN SQUARE FEET
[illegible]	= UNITS OF WATER

OWNER AND DEVELOPER:
LOONEY DEVELOPMENT GROUP, LP.
2320 PINE DRIVE/ROAD, SUITE-200
HOUSTON, TEXAS 77002

SURVEYOR:
C&R SURVEYING, LLC
1805 GUADA DRIVE
AUSTIN, TEXAS 78733

ENGINEER:
JAY ENGINEERING CO., INC.
P. O. BOX 1220
LEANDER, TEXAS 78646

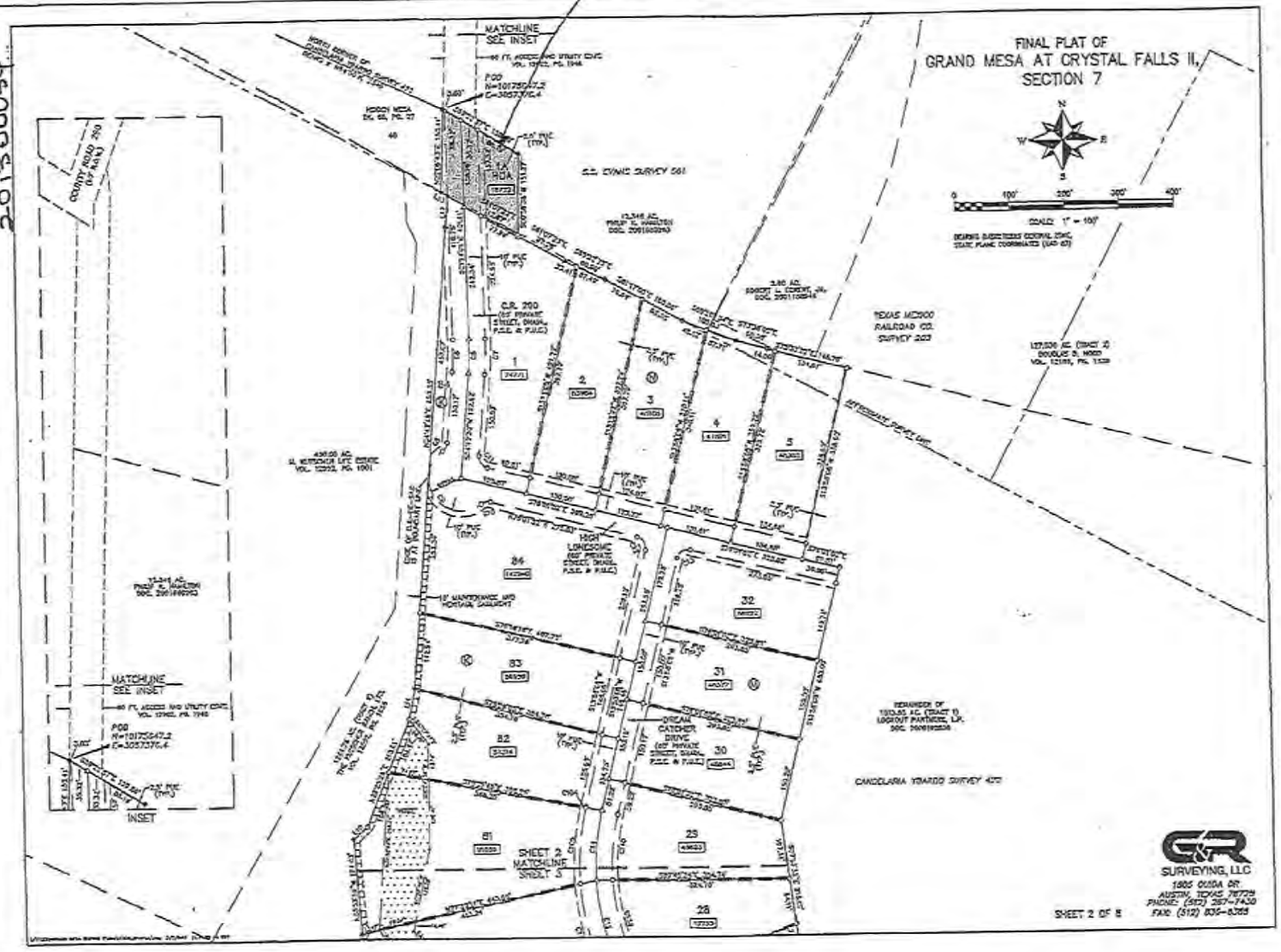
SUBMITTAL DATE: JANUARY 17, 2013
TOTAL AREA OF THIS PLAT: 20.104 ACRES
TOTAL NUMBER OF LOTS: 105
RESIDENTIAL: 101
PARK/POND: 4

LINEAR FEET OF NEW STREETS (PRIVATE):
NEW LONGEST: 1,320
BREAK CATCHER DRIVE: 1,135
LAKEWOOD SUD CONTROL: 1,000
MERIDIAN: 1,140.963
C.R. 270: 457
TOTAL: 5,052

C&R SURVEYING, LLC
1805 GUADA DR.
AUSTIN, TEXAS 78733
PHONE: (512) 267-7400
FAX: (512) 638-6355

SHEET 1 OF 8

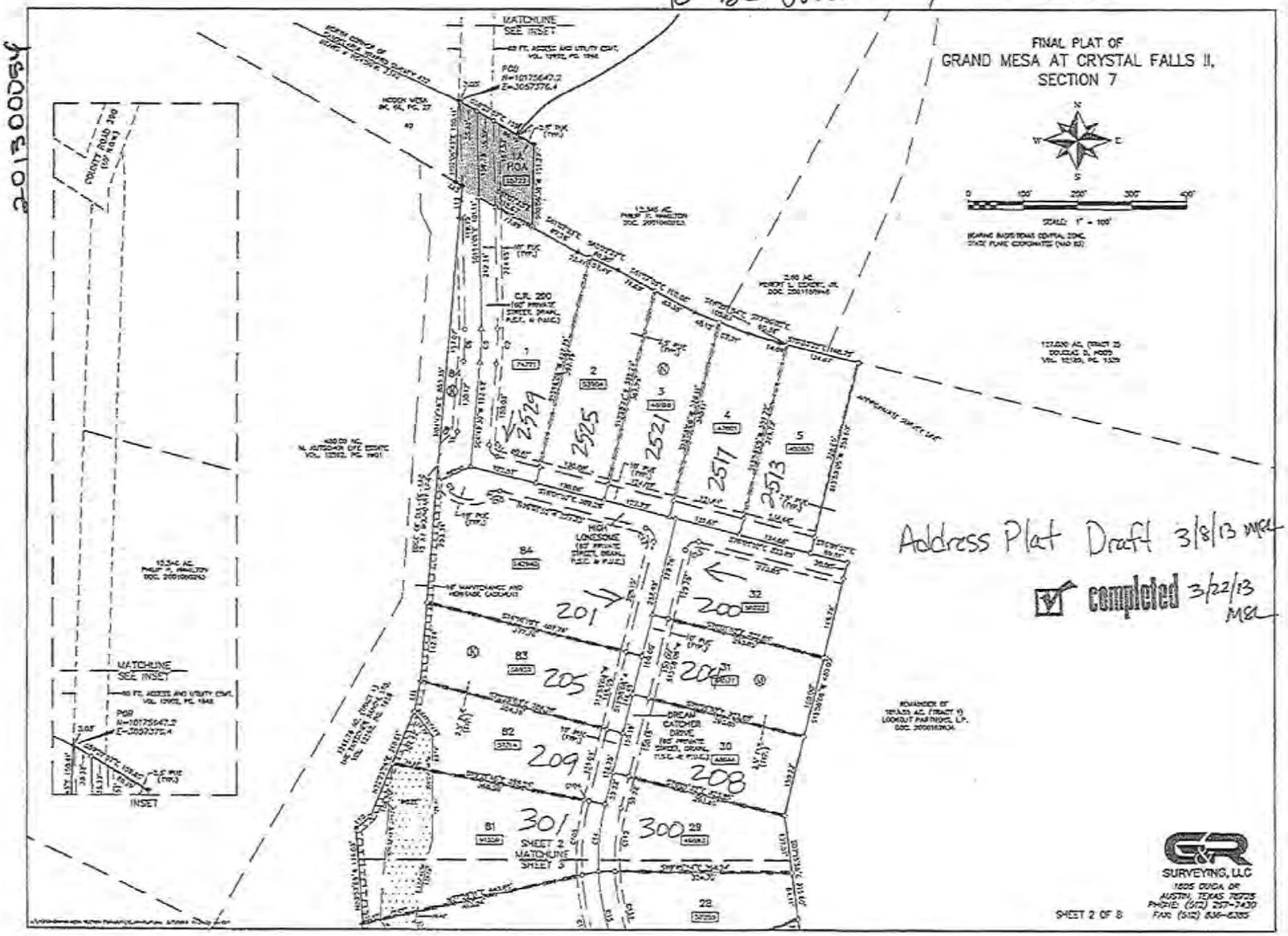
To be Voluntarily Annexed



2013000054

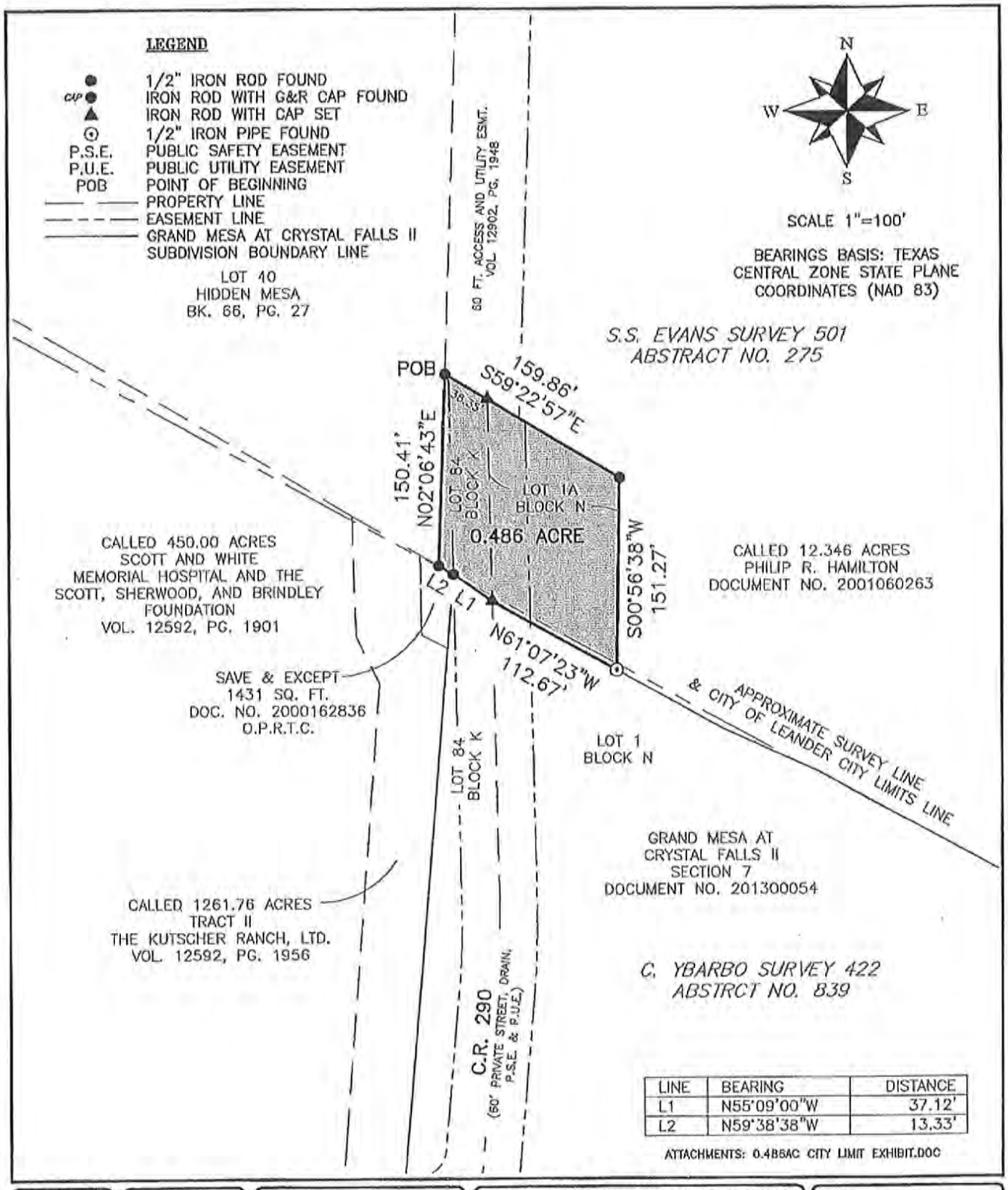
To be voluntarily Annexed

2013000054



Address Plat Draft 3/8/13 MSL

completed 3/22/13 MSL



LINE	BEARING	DISTANCE
L1	N55°09'00"W	37.12'
L2	N59°38'38"W	13.33'

ATTACHMENTS: 0.486AC CITY LIMIT EXHIBIT.DOC

SHEET	EXHIBIT	PLOTTING SCALE: 1" = 100'	0.486 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE S.S. EVANS SURVEY 501, ABSTRACT NO. 275, BEING A PORTION OF LOT 84, BLOCK K, GRAND MESA AT CRYSTAL FALLS II, SECTION 7, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300054 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF LOT 1A OF SAID GRAND MESA AT CRYSTAL FALLS II, SECTION 7	G&R SURVEYING, LLC 1605 QUIDA DR. AUSTIN, TEXAS 78728 PHONE: (512) 267-7430 FAX: (512) 836-8385
1 / 1		DRAWN BY: G.R.L.		
		REVIEWED BY: P.Mc.		
		PROJECT NO: 11232		
		FILE: L:\11232\DWG\GR-CITY LIMIT EXHIBIT		
		DATE: MAY 24, 2013		

LOOKOUT DEVELOPMENT GROUP, L.P.
CITY LIMIT EXHIBIT
0.486 ACRES

DESCRIPTION OF 0.486 ACRES OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE S.S. EVANS SURVEY 501, ABSTRACT NO. 275, BEING A PORTION OF LOT 84, BLOCK K, GRAND MESA AT CRYSTAL FALLS II, SECTION 7, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201300054 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF LOT 1A, BLOCK N OF SAID GRAND MESA AT CRYSTAL FALLS II, SECTION 7; SAID 0.486 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found in the east line of Lot 40, Hidden Mesa, a subdivision of record in Book 66, Page 27 of the Plat Records of Travis County, Texas, at the southwest corner of a 12.346 acre tract of land described in a deed of record to Philip R. Hamilton in Document No. 2001060263 of said official public records, at the southwest corner of a 60 foot access and utility easement of record in Volume 12902, Page 1948 of the Real Property Records of Travis County, Texas, for the northwest corner of said Lot 84, Block K and the herein described tract;

THENCE S59°22'57"E, with the northerly line of the herein described tract, in part with the northerly line of said Lot 84, in part with the northerly line of said Lot 1A, in part with the southerly line of said 60 foot access and utility easement, and in part with the southerly line of said Hamilton tract, at a distance of 38.35 feet passing a mag nail found at the centerline of a 60 foot private street, drain, public safety, and public utility easement, for the northeast corner of said Lot 84 and northwest corner of said Lot 1A, and continuing with the northerly line of said Lot 1A for a total distance of 159.86 feet for the northeast corner of said Lot 1A and the herein described tract;

THENCE S00°56'38"W, with the easterly line of the herein described tract and continuing with the south line of said Hamilton tract, a distance of 151.27 feet to a 1/2" iron pipe found in the northerly line of Lot 1, Block N of said Grand Mesa at Crystal Fall II, Section 7 for an angle corner of said Hamilton tract and for the southeast corner of said Lot 1A and the herein described tract;

THENCE N61°07'23"W, with the northerly line of said Lot 1 and with the southerly line of said Lot 1A and the herein described tract, a distance of 112.67 feet to mag nail found at the centerline of said 60 foot private street, drain, public safety, and public utility easement, same being in the easterly line of said Lot 84, for the northwest corner of said Lot 1 and southwest corner of said Lot 1A;

THENCE continuing with the southerly line of the herein described tract in the following two courses:

1. N55°09'00"W, into and across said Lot 84, a distance of 37.12 feet to an iron rod found for the northeast corner of a 1431 square foot tract of land described as a Save & Except in a deed of record in Document No. 2000162836 of said official public records,
2. N59°38'38"W, with the northerly line of said Save & Except tract and with the southerly line of said Lot 84, a distance of 13.33 feet to an iron rod found for the southeast corner of said Lot 40, Hidden Mesa, for an angle corner of said Lot 84 and the southwest corner of the herein described tract;

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

THENCE N02°06'43"E, with the westerly line of said Lot 84 and the easterly line of said Lot 40, Hidden Mesa, a distance of 150.41 feet to the POINT OF BEGINNING and containing an area of 0.486 acre of land, more or less.

Phillip L. McLaughlin Date
Registered Professional Land Surveyor
State of Texas No. 5300

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

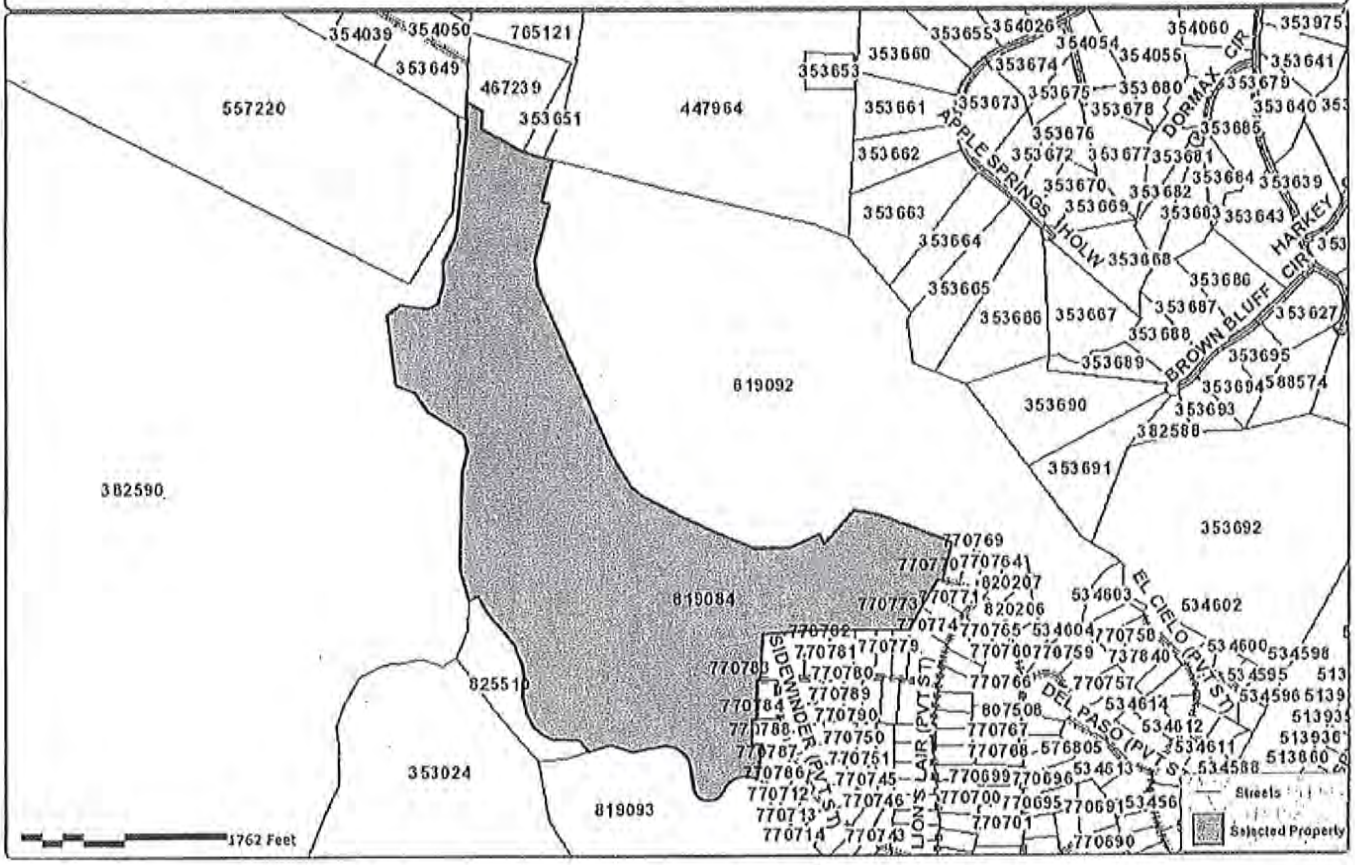
P.Mc/c.h.

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 11232
ATTACHMENTS: 11232_GR-CITY LIMIT EXHIBIT.dwg

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

Travis CAD - Map of Property ID 819084 for Year 2013



Property Details

Account

Property ID: 819084
Geo ID: 0509570253
Type: Real
Legal Description: ABS 2199 SUR 175 MCKINNEY & WILLIAMS & VAR SURS ACR 209.115 (1-D-1)

Location

Situs Address: NAMELESS RD TX 78641
Neighborhood: Land Region 145
Mapsco: 341S
Jurisdictions: 0A, 03, 2J, 6F, 68, 69

Owner

Owner Name: LOOKOUT DEVELOPMENT GROUP LP
Mailing Address: , 2370 RICE BLVD STE 200, HOUSTON, TX 77005-2644

Property

Appraised Value: $50,053.00

http://propaccess.traviscad.org/Map/View/Map/1/819084/2013

powered by: PropertyACCESS www.trueautomation.com

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Exhibit "B"

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, *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;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; 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 City agrees to provide the following services for 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 service.

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 subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(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) 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. 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 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 properties' owner requests and is able to connect to the City's water utility system.

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. 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 in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a 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 owner requests and is able to connect to the City's wastewater utility system.

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, 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 property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(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.

Executive Summary

December 05, 2013

Agenda Subject:	Consideration of a License Agreement for the installation of landscaping, irrigation, and maintenance within the City right-of-way for the Pecan Creek Subdivision.
Background:	The Pecan Creek developer has requested a license agreement to allow them to install and maintain the landscaping and irrigation within City right-of-way (Journey Parkway) at the entrances to their neighborhood.
Origination:	Applicant: Chris Lynch, Gehan Homes.
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 11/25/2013

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 the Pecan Creek (Leander) Homeowners Association, Inc., a Texas non-profit corporation, ("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 Pecan Creek Subdivision (the "Subdivision") located in the rights-of-way of Journey Parkway, Leander, Williamson County, Texas being: landscaping, irrigation, and maintenance; 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	**Licensor Address**
Pecan Creek (Leander) Homeowners Association, Inc. 3815 S. Capital of Texas Hwy Barton Creek Plaza III, Ste. 275 Austin, TX 78704	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 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.

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

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: Kent Cagle
Title: City Manager

LICENSEE: PECAN CREEK (LEANDER) HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: R. Chris Lynch
Title: Registered Agent

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

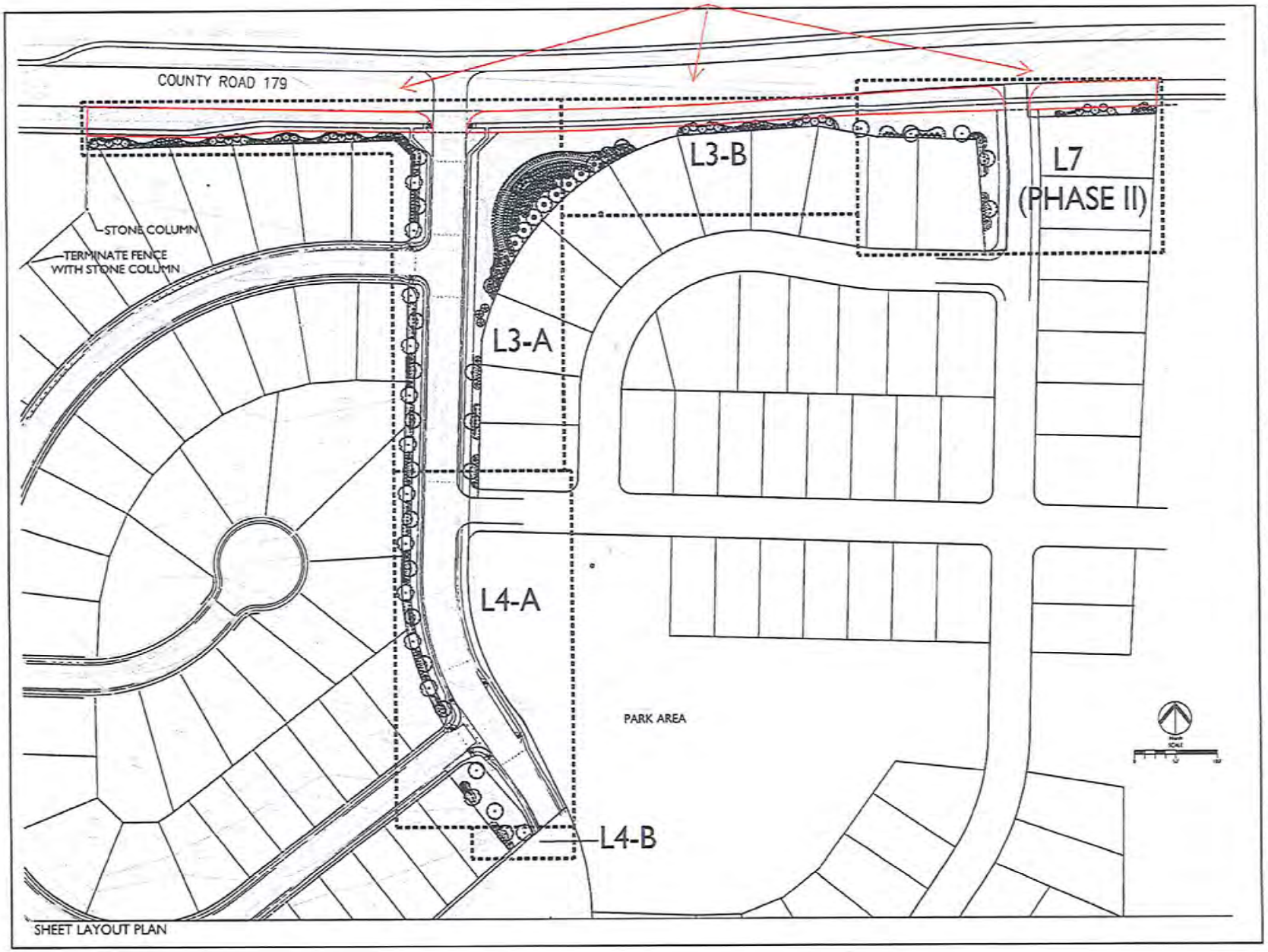
THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 4th day of November, 2013, by Chris Lynch, Registered Agent of the Corporation, on behalf of said entity.

Marysa Daniel

Notary Public - State of Texas

MARYSA DANIEL
MY COMMISSION EXPIRES
December 9, 2013



LARSON BURNS SMITH

Exhibit "A"

PROFESSIONAL SEAL

SHEET KEY PLAN

PROJECT NAME:
PECAN CREEK
PHASE I

LOCATION:
COUNTY ROAD 179 &
PECAN CREEK DR.
LEANDER, TEXAS

Gehan HOMES

OWNER:
GEHAN HOMES
BARTON CREEK PLAZA III
3815 SOUTH CAPITAL OF
TEXAS HIGHWAY, SUITE 275
AUSTIN, TEXAS 78704

DRAWN BY: JC
REVIEWED BY: SJL
DATE: April 29, 2013

ISSUE DATES OR REVISIONS

SHEET TITLE:
SHEET LAYOUT PLAN

L2
of
8

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2013

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
Brady, Chapman, Holland & Associates
10055 West Gulf Bank
Houston TX 77040

CONTACT NAME:
PHONE (A/C, No, Ext): 713-688-1500 FAX (A/C, No): 713-688-7967
E-MAIL ADDRESS: ecerts@bch-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Co.	20230
INSURER B : Navigators Ins. Co. (Crump Ins.)	42307
INSURER C : Continental Casualty Company (IAG)	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PECANCREEK
Pecan Creek (Leander) Homeowners Association, Inc.
c/o Planned Community Management, Inc.
25060 Summit Drive, Suite 113A
Austin TX 78728

COVERAGES CERTIFICATE NUMBER: 2114114687 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	Y	N	CLP9573933	11/5/2013	11/1/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y	N	CLP9573933	11/5/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	N	N	HO13EXC794120IV	11/5/2013	11/1/2014	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WC9588153	11/8/2013	11/8/2014	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Directors & Officers	N	N	0598931710	11/5/2013	11/1/2014	$1,000,000	$1,000
A	Property	N	N	CLP9573933	11/5/2013	11/1/2014	$50,000	$1,000*

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

*Property Deductible - $1,000 except 1% with $2,500 Minimum Wind & Hail
Replacement Cost applies to Common Area Property
Blanket Additional Insured Any Person or Organization where Required by Written Contract Form No. is 8-1932 12 07

CERTIFICATE HOLDER

City of Leander
Attention: City Manager
P.O. Box 319
Leander TX 78641

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jeff Brady

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Executive Summary

December 05, 2013

Agenda Subject:	Consideration of a License Agreement for the installation of landscaping, irrigation, lighting, signage, fencing, and maintenance within the City right-of-way for the Connelly's Crossing Subdivision.
Background:	The Connelly's Crossing developer has requested a license agreement to allow them to install and maintain the landscaping, irrigation, lighting, signage, and fencing that are within City rights-of-way at the entrances to their neighborhood.
Origination:	Applicant: Blake Rue, Rue Investments.
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 11/25/2013

LICENSE AGREEMENT

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas ("the City"), and Oryx Holdings, LLC a Texas limited liability company, (the "Licensee"), enter into this License Agreement ("Agreement") on this the _____ day of _____, 2013, upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the property, located within the right-of-way of Sonny Drive and Bagdad Road at the front entry of Connelly's Crossing subdivision ("Front Entry"), shown on **Exhibit "A"** and also within the right of way at Sonny Drive and Peregrine Street at the traffic circle ("Traffic Circle"), shown on **Exhibit "B"** attached hereto and incorporated herein (the "Licensed Property"), for the following purposes only: (1) the installation of landscaping and decorative hardscape improvements to include an entry monument sign and fencing ("Landscaping"); (2) the installation of an irrigation system for portions of the Landscaping; (3) the installation of landscape lighting; and, (4) the repair, maintenance and replacement of the Landscaping, irrigation system and landscape lighting, within right-of-way of Licensed Property. The Landscaping, irrigation, and landscape lighting are sometimes collectively referred to herein as (the "Improvements").

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

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

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

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

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

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

any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's right or duties with respect to the licensed property; (b) protecting person or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than $500,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductible state in the policy. A true copy of each such policy shall be delivered to the City Manger of City on or before the Licensee's use or occupancy of the licensed property.

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

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

VI. CONDITIONS. A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

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

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

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address	**City Address**
Oryx Holdings, LLC Attn: Blake A. Rue 2905 San Gabriel, Suite #209 Austin, Texas 78705	City of Leander Attn: City Manager P.O. Box 319 Leander, Texas 78646-0319

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminated the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. Any and all Improvements installed by Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION. A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made for the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

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

2. Use of the licensed property becomes necessary for a public purpose;

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

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

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

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

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

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

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

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

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

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. 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 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 the assignee's 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.

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

LICENSOR: CITY OF LEANDER

By:_____
Name: Kent Cagle
Title: City Manager

LICENSEE: ORYX HOLDINGS, LLC
A TEXAS LIMITED LIABILITY COMPANY

_____
By: Blake A. Rue, Managing Member

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ___ the day of_____ , 2013, by Blake Rue, managing member of Oryx Holdings, LLC, a Texas limited liability company.

_____
Notary Public - State of Texas

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

EXHIBIT A

("Front Entry")

EXHIBIT B

("Traffic Circle")

ORYXD-1 OP ID: EA

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/13

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
Shepard Walton King Ins. Group
121 W. Pecan
McAllen, TX 78501
Kirk Ashy

956-682-2841
956-630-4015

CONTACT NAME: Erika Alanis
PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: ealanis@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Essex Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Oryx Development, LLC; Leander 2243 Investment, LLC; DBB Old Reliance, LLC; Oryx Holdings, LLC; Oryx Compliance, LLC
Blake A. Rue
P.O. Box 302663
Austin, TX 78703

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	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY	X		3380187	11/20/13	11/20/14	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Excluded
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Leander is listed as additional insured per form MEGL0090911

CERTIFICATE HOLDER

CITYLEA

City of Leander
Attn: City Manager
PO BOX 319
Leander, TX 78646-0319

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

Chris Noalan

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CABINET BB Slide 388 Doc# 2006047897

Leander Library Sonny Drive Extention

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Anthony Johnson, ACTING FOR AND THROUGH THE CITY OF LEANDER, BEING THE SOLE OWNER OF THAT CERTAIN 0.795-ACRE TRACT OF LAND OUT OF AND A PART OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, SITUATED IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT No. 2005016845 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "LEANDER LIBRARY SONNY DRIVE EXTENSION" PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE INCORPORATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ALL EASEMENTS, STREETS AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. I HEREBY ACKNOWLEDGE THAT I AM THE SOLE OWNER OF THIS PROPERTY AND DO HEREBY STATE THAT THERE ARE NO LIENHOLDERS OF ANY UNPAID DEBT FOR WHICH THIS PROPERTY REPRESENTS COLLATERAL ON ANY LOAN.

Witness my hand this day of 20__

Anthony Johnson
City of Leander
200 West Willis
Leander, Texas 78641

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

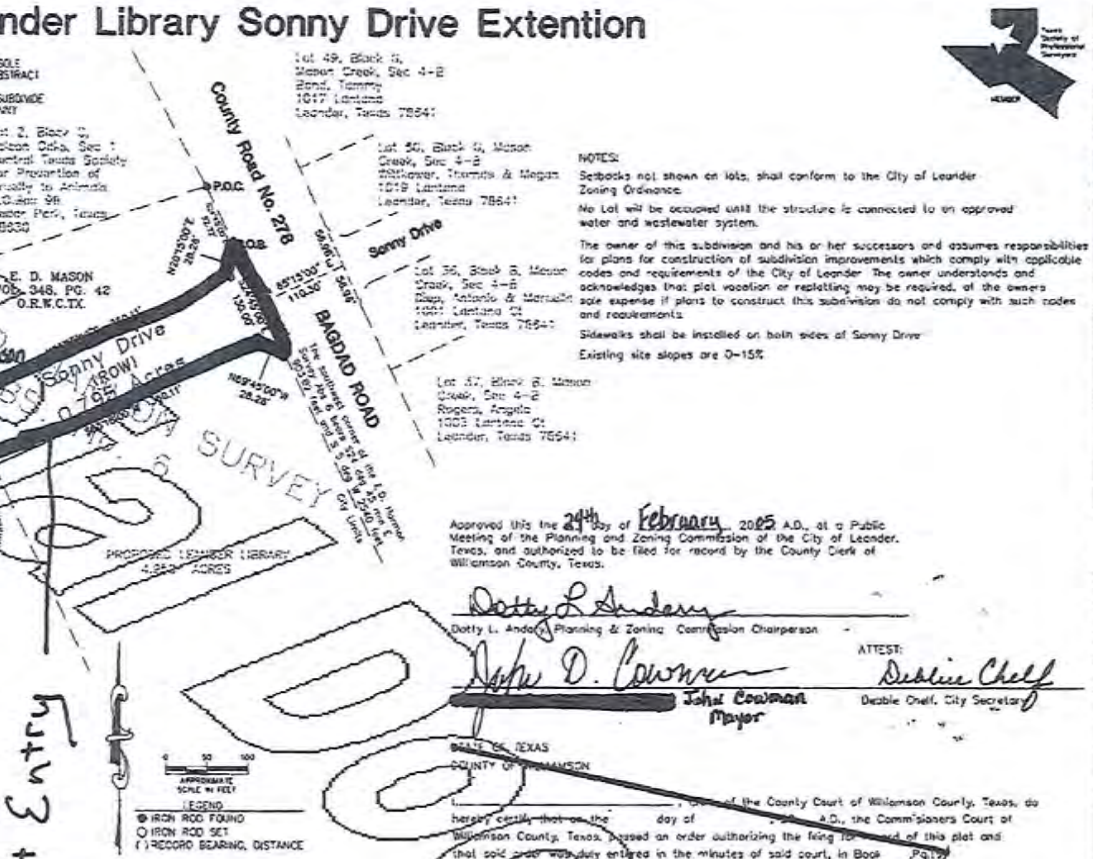
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Anthony Johnson KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 4th DAY OF April 20 05 A.D.

Debra Kay Haile
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

Debra Kay Haile MY COMMISSION EXPIRES ON 9/22/08
PRINTED NAME OF NOTARY

DEBRA KAY HAILE NOTARY PUBLIC STATE OF TEXAS COMM. EXP. 09-22-08



NOTES:

Setbacks not shown on lots, shall conform to the City of Leander Zoning Ordinance.

No Lot will be occupied until the structure is connected to an approved water and wastewater system.

The owner of this subdivision and his or her successors and assumes responsibilities for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Leander. The owner understands and acknowledges that plat vacation or replatting may be required, at the owners sole expense if plans to construct this subdivision do not comply with such codes and requirements.

Sidewalks shall be installed on both sides of Sonny Drive

Existing site slopes are 0-15%

METES AND BOUNDS DESCRIPTION

BEING 0.795 ACRES OF LAND SITUATED IN THE ELIJAH D. HARMON SURVEY ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE LAND CONVEYED TO E. D. MASON IN VOLUME 348, PAGE 42 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH;

COMMENCING at a iron rod found in the westerly Right-Of-Way, R.O.W., line of County Road No. 278, also known as Bagdad Road, being the southeast corner of Lot 2, Block "G", Falcon Oaks, Section One, a subdivision of record in Cabinet E, Slide 132 of the Plat Records of Williamson County, Texas; being a northeast corner of said Mason Tract;

THENCE S 24°45'00" E, with the westerly R.O.W. line of Bagdad Road, being a easterly line of said Mason Tract, a distance of 92.32 feet to a iron rod set for the POINT OF BEGINNING, being the northeast corner hereof;

THENCE S 24°45'00" E, continuing with the westerly R.O.W. line of Bagdad Road, being a easterly line of said Mason Tract a distance of 130.00 feet to a iron rod set for the eastern most corner hereof, from which an iron rod found bears S 24°45'00" E, a distance of 905.82 feet for the northeast corner of Lot C, Block "F", Mason Creek, Section Three-A, a subdivision of record in Cabinet F, Slide 97 of the Plat Records of Williamson County, Texas, being a southeast corner of said Mason Tract;

THENCE traversing said Mason Tract the following five (5) courses and distances:
1.) N 65°45'00" W, a distance of 26.28 feet to a iron rod set,
2.) S 65°15'00" W, a distance of 360.11 feet to a iron rod set for the southwest corner hereof,
3.) N 24°45'00" E, a distance of 50.00 feet to a iron rod set for the western most corner hereof,
4.) N 65°15'00" E, a distance of 360.11 feet to a iron rod set, and
5.) N 22°15'00" E, a distance of 26.26 feet to the POINT OF BEGINNING and containing 0.795 acres of land more or less.

NO PORTION OF THE SURVEY SHOWN HEREON LIES WITHIN THE LIMITS OF ANY FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 48491C0214 C DATED 9/27/91, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

All easements of record are shown or noted on the plat (as found on the title policy or discovered with a title search prepared in conjunction with the most recent purchase) and this plat complies with the Leander Subdivision Ordinance.

This is to certify that I am authorized to practice the profession of Surveying in the State of Texas; that I prepared/reviewed the plan/plat submitted herewith; that all information shown thereon is accurate and correct to the best of my knowledge as related to the Surveying portions thereof.

Steve Womack 3/31/05
Steve Womack
3DS, Inc.
P.O. Box 850
Liberty Hill, Texas 78642

STATE OF TEXAS REGISTERED STEVEN W. WOMACK 5025 PROFESSIONAL LAND SURVEYOR

Approved this the 24th day of February, 2005 A.D., at a Public Meeting of the Planning and Zoning Commission of the City of Leander, Texas, and authorized to be filed for record by the County Clerk of Williamson County, Texas.

Dotty L. Anderson
Dotty L. Anderson, Planning & Zoning Commission Chairperson

John D. Cowman
John Cowman
Mayor

ATTEST:
Debbie Chelf
Debbie Chelf, City Secretary

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, _____, Clerk of the County Court of Williamson County, Texas, do hereby certify that on the day of A.D., the Commissioners Court of Williamson County, Texas, passed an order authorizing the filing for record of this plat and that said order was duly entered in the minutes of said court, in Book Pg.(s)
Witness my hand and seal of office this day of 20__

By
Deputy

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Nancy E. Rister, Clerk of Williamson County, Texas, do hereby certify that the foregoing instrument of writing and its certification of authentication was filed for record in my office on the 8th day of June, 2006 at 1:50 o'clock P.M., and duly recorded on the 12th day of June, 2006 at 10:00 o'clock A.M., plat records of said county and state in Plat Book BB Pg(s) 388. Witness my hand and seal of office this 12th day of June 2006

Karen Miller
Deputy

Filed for record at 10:00 o'clock A.M., this the 12th day of June, 2006

Karen Miller
Deputy

COUNTY COURT WILLIAMSON COUNTY TEXAS

3DS, Inc. Land Surveyors GPS Services Subdivisions • Commercial • Topographic
P.O. Box 850 903 Loop 332 Liberty Hill, Texas 78642
Texas Society of Professional Surveyors MEMBER
Texas Registered Surveyors (512) 515-5688 Fax: 515-5470

Leander Library Sonny Drive Extention

Scale: 1" = 100'	Date: 03/31/05
Field Book: -	Page: -
Drawn By:	
File Name: 04-105 Sonny Ext.dwg	
Approved By: S.W.	
Project No.: 04-105	

SHEET 1 OF 1

Exhibit A

PHOTOGRAPHIC MYLAR

CONNELLY'S CROSSING SUBDIVISION PHASE 1A
FINAL PLAT

Exhibit B

SCALE: 1"=100'

LEGEND

- IRON ROD FND.
- IRON ROD SET
- CONC. MON FOUND
- IRON PIPE FOUND
- UTILITY LINE
- SANITARY SEWER MANHOLE
- UTILITY POLE
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- L.P.A.E. LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
- PROPOSED SIDEWALK*

* ALL PROPOSED SIDEWALKS TO BE 6-FEET WIDE, UNLESS OTHERWISE NOTED

TRANSITION PROPOSED SIDEWALKS FROM 6-FEET WIDE TO 4-FEET WIDE ON FUTURE PARK LOT IN PHASE 1B; THE FUTURE SINGLE FAMILY LOTS ALONG THE SOUTH SIDE OF PEREGRINE WAY AND THE WEST SIDE OF PENSTEMON DRIVE WILL HAVE 4-FOOT WIDE SIDEWALKS

(185' RADIUS R.O.W.)

CITY OF LEANDER
CITY OF LEANDER'S ETJ

Traffic Circle

311.007 ACRES
LAND DEVELOPMENT COMPANY, LTD.
DOCUMENT NO. 2007056473
O.P.R.T.W.TX.

REMAINDER OF 61.66 ACRES
CHRISTINE ELIZABETH MASON
REMAINDER OF LAND DESCRIBED IN VOLUME 540, PAGE 42
D.R.W.C.TX.

10.00 ACRES
MISSION PRESBYTERY, INC.
DOCUMENT NO. 2007105665
O.P.R.W.C.TX.

S 69°49'08" W 1777.18'
(S 69°49'08" W 1776.77')
BASIS OF BEARING

N 09°05'24" W 190.87'

PEREGRINE WAY
(50' DEDICATED R.O.W.)

SONNY DRIVE
(64' DEDICATED R.O.W.)

10' P.U.E.

N 58°12'43" E 713.87'

N 58°12'43" E 945.42'

TO BAGDAD ROAD
(aka COUNTY ROAD 278)

LOT 1
BLOCK A
10.939 ACRE

MOSES S. HORNSBY SURVEY
ABSTRACT NO. 292
ELIJAH D. HARMON
SURVEY ABSTRACT NO. 6

JASON MICHAEL SLELE
LOT 20

GREG D. NIX
LOT 21

LORA LEA COYLE
LOT 22

JAMES CROCKOM
LOT 23

JAMES DOUGLAS KARNES
LOT 24

JAMES D AND JUDITH L. BRUSH
LOT 25

ROBERT HUCKER AND KAREN K WIND
LOT 26

S 69°49'11" W 543.04'
(S 69°50'32" W 542.83')

S 02°48'34" W 310.58'

S 88°48'34" W 299.25'

10' P.U.E.

S 31°40'22" E 676.74'

LOT 2
BLOCK A
3.412 ACRE

DRAINAGE EASEMENT

CITY OF LEANDER'S ETJ

CITY OF LEANDER

POINT OF BEGINNING

PENSTEMON DRIVE
(50' R.O.W.)

(50' RADIUS R.O.W.)

MASON CREEK
SECTION 3-A
CABINET P, SLIDE 97
PLAT RECORDS OF
WILLIAMSON COUNTY, TEXAS

S 20°33'49" E 325.25'

S 71°02'57" W 53.00'

S 31°47'17" E 541.99'

3.470 ACRES
CITY OF LEANDER
DOCUMENT NO.
2006016544
O.P.R.W.C.TX.

LEANDER LIBRARY
DOCUMENT NO.
2006046633
O.P.R.W.C.TX.

SONNY DRIVE
(R.O.W. VARIES)
DOC. NO. 2006047897

DETAIL
NOT TO SCALE

LOCATION MAP
NTS

RIGHT OF WAY TABLE

STREET NAME	ACREAGE	LINEAR FEET
SONNY DRIVE	2.072 ACRES	1282.39'
PEREGRINE WAY	1.948 ACRES	1340.08'
PENSTEMON DRIVE	0.181 ACRES	129.01'

LOT 1:
ACREAGE – 10.939 ACRES
LAND USE – MULTIFAMILY (PROPOSED 205 UNITS)

LOT 2:
ACREAGE – 3.412 ACRES
LAND USE – PARK

OWNERS: CAROLYN S. MEHAUS
7515 STONECLIFF CIRCLE
AUSTIN, TEXAS 78731

MARGARET CROSLIN
3502 HILLBROOK DRIVE
AUSTIN, TEXAS 78731

DEVELOPER: DOC INVESTMENTS, LTD.
1904 WEST 35TH ST.
AUSTIN, TX 78703

ACREAGE: 18.562
SURVEYS: ELIJAH D. HARMON SURVEY, ABSTRACT 6 & M. HORNSBY SURVEY ABSTRACT NO. 292
NO. OF LOTS: 2
NO. OF BLOCKS: 1
WATERSHED: EDWARDS AQUIFER CONTRIBUTING ZONE
F.E.M.A. MAP NO. 48491C0465E
WILLIAMSON COUNTY, TEXAS
DATE: JUNE 20, 2012
SUBMITTAL DATE: SEPTEMBER 18, 2012

ALL POINTS SURVEYING
1914 FORTVIEW ROAD - SUITE 200
AUSTIN TX. 78704
PHONE: (512) 440-0979 - FAX: (512) 440-0699

Doc.# 2012084407

Executive Summary

December 5, 2013

Agenda Subject: Consideration and action on a development agreement between the City of Leander and Palmera Ridge Development, Inc. for 197.55 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. encompassing the property known as the Kittie Hill Airport within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas.

Background: This property is located north of Hero Way and west of Ronald Reagan Blvd. including the Kittie Hill Airport and an adjacent tract. The City Council previously approved ordinance # 13-011-00 on January 17, 2013 giving consent to the filing of legislation to create a municipal utility district (MUD) over a portion of the property.

The applicant has subsequently added property to the original project and, due to issues with the legislation creating the MUD, determined that they will dissolve the legislatively created MUD and proceed with the formation of a new MUD through the Texas Commission on Environmental Quality (TCEQ).

Further, the applicant has requested a development agreement to govern the development standards for the project and to provide reimbursements for off-site water and wastewater infrastructure oversizing.

The development agreement covers the following key points:

Concept Plan

- maximum of 600 single family lots

- a mix of SFL, SFC, SFU and SFS zoning districts to be zoned as a PUD
- 15 acres mixed use can be a combination of commercial and multi-family
- approximately 20 acres of parks and open space to be provided along with trails and amenity areas

Annexation

- all of the property will be annexed

Future Annexation Tracts

- certain additional properties have been identified which the City agrees may be considered for inclusion in the project, subject to the development agreement and could be included in the MUD subject to a consent ordinance and annexation

License Agreement

- for signage and landscaping in the right-of-way

Offsite Utility Reimbursements

- the developer will be reimbursed for 55% of the cost of oversizing an off-site wastewater line that is a part of the City's wastewater master plan
- reimbursements will come from 60% of the wastewater impact fees paid by connections to the line
- the developer will be reimbursed for the incremental cost difference for the oversizing of an off-site water line
- reimbursements for the water line will come from 60% of the water impact fees paid by connections to the line

The development agreement references a Consent Ordinance for the creation of the MUD and a Facilities Agreement related to the construction and financing of the MUD infrastructure. Those items will be covered as separate agenda items on this agenda.

Origination: Applicant

Financial Consideration:	The agreement obligates a portion of the City's wastewater and water impact fees for reimbursement to the developer for the cost of oversizing the off-site utilities.
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 AND ANNEXATION AGREEMENT
(KITTIE HILL PROPERTY)

This Development Agreement and Annexation Agreement (Kittie Hill Property) (this "**Agreement**") is made, entered into, and effective, as of the _____day of _____, 2013 (the "**Effective Date**") by and between the City of Leander, a Texas home-rule municipal corporation (the "**City**"), and Palmera Ridge Development, Inc., a Texas corporation, its authorized and approved successors and assigns ("**Developer**"). The City and the Developer are sometimes referred to herein as the "**Parties**." The Parties hereby contract, covenant and agree as follows.

Recitals

Developer owns or has the option to acquire approximately 145.26 and 52.29 acres of land, more or less, located in Williamson County, Texas, described in the attached **Exhibits "A" and "A-1"** (the **"Property"**). The Property is located partially within the City limits and partially within the City's extraterritorial jurisdiction ("**ETJ**") and not within the ETJ or corporate limits of any other municipality.

Developer will develop the Property as a mixed use development project, as provided in this Agreement, and as generally shown on the Concept Plan attached hereto as **Exhibit "B"**, which shows the general locations of the residential and commercial/mixed use areas as currently configured. Those locations are, however, subject to change as described in Section 4.04 of this Agreement and the PUD/Land Use Chart, as defined in Section 4.01(a).

The City holds a Certificate of Convenience and Necessity for water service and a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "**TCEQ**") or a predecessor agency, recognizing the City's right to provide retail water and sewer service to the Property.

The City shall be the exclusive retail provider of water and wastewater service to the Property.

The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property.

The Parties desire to establish the agreed components of the water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Applicable Regulations, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement.

Developer shall request annexation of the Property into the corporate boundaries of the City as provided in Section 3.01 herein, to enable the Developer to obtain the benefits of this Agreement, to secure the City's agreement to provide certain rebates to Developer in connection with the conveyance and financing of certain improvements and to define, protect and clarify approvals to

be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement.

The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City Charter of the City ("**City Charter**"), and state law, including, but not limited to *Section 212.172, Texas Local Government Code* ("**Section 212.172**").

This Agreement is entered into pursuant to the provisions of the City Charter and applicable Texas law including, without limitation, Section 212.172.

Article I.
Incorporation of Recitals

1.01. Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

Article II.
Purposes, Consideration, Term and Termination

2.01. Property and Concept Plan. The Property is proposed for development as a single-family and commercial subdivision, with no more than 600 single family lots, approximately 15 acres of commercial and mixed use development, and parks and greenbelt areas. Developer will subdivide and develop the Property and construct Project Facilities, as hereinafter defined in Article V below, at the Developer's expense in accordance with this Agreement (with the Developer being eligible for the City rebates as provided in this Agreement and any reimbursements Developer may receive from the Palmera Ridge Municipal Utility District [the "**MUD**"] proposed to be created over the Property, as provided in Article X), the plans and specifications approved by the City, good engineering practices, and the Applicable Regulations, as defined in Section 4.01(b) of this Agreement.

2.02. General Benefits. Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Developer has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; and (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of extension of its water

and wastewater systems and the oversizing of the water transmission line and the wastewater transmission/collector main by Developer as herein provided, with the City rebating water and wastewater impact fees to Developer as herein provided to offset the cost incurred by Developer to oversize the water transmission line and the wastewater transmission/collector main. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03. Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Developer will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04. Authority. This Agreement is entered into, in part, under the statutory authority of Section 212.172, *Texas Local Government Code,* which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend that this Agreement authorize certain land uses and development of the Property, provide for the uniform review and approval of plats and development plans for the Property, provide exceptions to certain ordinances; and provide other terms and consideration including the continuation of land uses and zoning after annexation of the portions of the Property located in the City's ETJ.

2.05. Term of Agreement; Termination. The term of this Agreement shall be thirty (30) years from the Effective Date. Upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided this Agreement will terminate and expire earlier if: (a) Developer defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement; (b) Developer defaults in the performance of any other contract or agreement between the Parties regarding or applicable to the development of the Property and the default is not timely cured within the time provided for cure in this Agreement; or (c) the Property is fully developed and built-out by Developer.

Article III.
Annexation; Sequence of Events

3.01. Annexation. Developer consents to and requests that the City approve annexation of the Property. Developer and the City acknowledge and agree that portions of the Property, as generally depicted on the attached **Exhibit "B"**, are located within the City limits (the "**In-City Property**") and, so that the Developer is spared the expense of obtaining a metes and bounds description of the portion of the Property located within the City's ETJ (the "**ETJ Property**"), the Developer will request annexation of and the annexation proceedings will refer to the entire Property. An annexation petition in a form substantially similar to that set forth in **Exhibit "C"** requesting annexation of the Property will be (i) executed by the Developer and submitted to the

City within ten (10) days of Developer purchasing the Property or (ii) executed by the owner of the Property and submitted to the City no later than sixty (60) days from the Effective Date, whichever occurs first. The Developer accepts the municipal services plan for the Property attached as **Exhibit "D"** (the "**Municipal Services Plan**") as good, sufficient and acceptable. The Property will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements. Developer requests annexation and zoning of the Property within one-hundred twenty (120) days after submission of the annexation petition. If Developer fails to present to the City a petition for the annexation of the Property signed by the landowner of the Property as provided in this section or fails to actively support the annexation the City may terminate this Agreement and withdraw its consent to the creation of the MUD.

3.02. Future Annexation Tracts. Developer has identified or entered into letter(s) of intent to acquire the tracts described in **Exhibit "E"** ("**Future Annexation Tracts**"). In the event the Developer acquires the Future Annexation Tracts or additional land in the vicinity of the Property, the Developer may request, on such terms and provisions acceptable to the City, that such additional property be added to this Agreement. In the event the Future Annexation Tracts or other tracts are acquired by the Developer and the Parties agree to make the tracts subject to the terms of this Agreement, the Parties shall execute an addendum to this Agreement that provides for a Concept Plan, a development plan, annexation, and zoning for the tracts in question upon terms and conditions acceptable to the City in its sole discretion and consistent with applicable law.

3.03. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

(a) Approval of this Agreement by the City and Developer and City approval of the Concept Plan and the Consent Ordinance and Facilities Agreement as provided in Section 10.01;

(b) Closing of Developer's purchase of the Property;

(c) Submission of an annexation petition and zoning application by Developer;

(d) City acceptance of the annexation petition and beginning of public hearings and process to adopt the annexation ordinance;

(e) Second and final reading of ordinance annexing the Property, and second and final reading of an ordinance zoning the Property in accordance with Section 4.04;

(f) Submittal and review of preliminary plats;

The events described in subsection (f) may occur concurrently with the events described in subsections (d) through (e).

Article IV.
Development of the Property

4.01. Applicable Regulations.

(a) Developer shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with the Applicable Regulations and the Project Approvals, as those terms are defined in subsection (b), and this Agreement. The ETJ Property shall additionally be developed in compliance with the land uses and development standards attributable to a planned unit development with the land uses and densities set forth in **Exhibit "F"** (the "**PUD/Land Use Chart**"). If there is any conflict between the Concept Plan and the PUD/Land Use Chart, the PUD/Land Use Chart will control.

(b) In this Agreement, "**Applicable Regulations**" means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations, as they exist from time to time, subject to the provisions of Section 4.02, below, that are applicable to the development of the Property, and the City Rules, as modified by the Project Approvals. The City Rules are the City's ordinances and duly adopted regulations in effect and existing on the Effective Date, portions of which may be amended from time to time as authorized by Chapter 245, *Texas Local Government Code*. The applicable City Rules governing subdivision, zoning and site development of land that are applicable to the Property are set forth on the attached **Exhibit "G"** (the "**City Development Rules**"). The "**Project Approvals**" are all approvals, variances, waivers and exceptions to the Applicable Rules approved by the City that are necessary or required for the development of the Property with the densities and land uses proposed in this Agreement, including the Concept Plan, the PUD/Land Use Chart, this Agreement and other future regulatory approvals, including plat approval, final zoning designation, site development plans and building permits; provided that Developer shall not be entitled to develop the portions of the Property located in the city limits as of the Effective Date in accordance with **Exhibit "F"** until a zoning ordinance authorizing the uses and development standards set forth **Exhibit "F"** is approved by the City Council. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals will control.

4.02. Vesting of Rights.

(a)The Concept Plan, attached as **Exhibit "B"** and approved as of the Effective Date of this Agreement, constitutes an application by the Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The Concept Plan shall be considered a development plan as provided in Section 212.172, *Texas Local Government Code*. The prior concept plan approved by the City on April 18, 2013 is deemed abandoned and void. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Developer has vested authority to develop the Property in accordance with the City Development Rules, as modified by the Project Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the "**Vested Rights**"), provided

that the Vested Rights shall terminate and expire in the event that: (1) the Developer, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Developer fails to complete and obtain final City acceptance of one or more sections of the subdivision for the Property within five years after the Effective Date, or thereafter abandons development of the Property; (3) an application for a major change to the Concept Plan is submitted by the Developer which substantially changes the density, land uses, parkland or transportation improvements from that approved by this Agreement and the Project Approvals; or (4) state law or court order mandates otherwise. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. As used in this Agreement, "abandons development of the Property" or "abandons the project" means that Developer commences the development of a subdivision section within the Property for which all required permits have been issued, but fails to complete such development within five years thereafter. The foregoing notwithstanding, the Developer agrees that its Vested Rights will terminate if the Developer does not submit a petition to the City requesting the annexation of the Property as required by Section 3.01 of this Agreement.

(b) Notwithstanding anything contained herein to the contrary, the Developer will not be vested as to the land uses, the development standards set forth in the PUD/Land Use Chart or the proposed zoning districts for the portions of In-City Property, as defined in Section 3.01, and will not be entitled to develop the In-City Property in accordance with such land uses and proposed zoning districts, until the In-City Property is rezoned in accordance with the process, notices, hearings and procedures applicable to all other properties within the City. The City, however, agrees to proceed with the rezoning of the In-City Property in accordance with the Concept Plan and PUD/Land Use Chart as contemplated in Section 3.03 upon submission of a zoning application that complies with the City Rules.

4.03. Approval of Concept Plan.

(a) The Developer is entitled to develop the Property in compliance with the Applicable Regulations and the Concept Plan, which has been reviewed and is hereby approved by the City as of the date of this Agreement.

(b) The Property will have final plats submitted by the Developer in multiple phases; provided, however, the phases set forth on the Concept Plan or any preliminary plat are not intended to reflect the land area which will be included in a particular final plat of the Property. The Developer may include all or a portion of one or more phases as reflected on the Concept Plan or any preliminary plat within a final plat provided that such final plat is otherwise in accordance with the Concept Plan, preliminary plat, and Applicable Regulations.

(c) Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modification to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan or changes in the phasing that do not extend the ultimate completion deadline for the project, increase the overall density of development of the Property over what is set out on the PUD/Land Use Chart, reduce the amount or materially change the location of parkland, or remove any required transportation improvements shown on the Concept Plan will

not require an amendment to the Concept Plan, and will be defined as "minor changes" in this Agreement. Minor changes to the Concept Plan, including minor modifications of street alignments or minor changes in lot lines, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan (which are any changes that are not defined as minor changes in this subsection) must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld, conditioned or delayed.

4.04. Land Uses, Densities, and Zoning. The Property will have no more than 600 single-family lots, approximately fifteen (15) acres (but in any event no less than eleven [11] acres) of commercial and mixed use development fronting on Ronald Reagan Boulevard, and amenity areas, parks and greenbelt areas in compliance with Chapter 10 of the City's Code of Ordinances (the "**Subdivision Ordinance**"), as generally shown on the Concept Plan and the PUD/Land Use Chart. The general development plan for the Property is shown on the Concept Plan, as modified by the PUD/Land Use Chart. The densities of the development of the Property shall not exceed the densities set forth in the PUD/Land Use Chart. Notwithstanding the foregoing, the specific lot sizes as reflected on the table in the Concept Plan are intended for illustrative purposes only and may be modified by the Developer on the final plats of portions of the Property, provided that the Developer complies with the minimum lot size requirements attributable to the zoning designation for such portion of the Property, as modified by the PUD/Land Use Chart. The application for zoning of the Property will be to zone the Property as a planned unit development ("**PUD**") with the base zoning classifications shown on the PUD/Land Use Chart. It is the intent of the City to zone the Property as a PUD with the base zoning classifications as reflected on the PUD/Land Use Chart. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City, with such process to be commenced upon receipt of the annexation petition described in Section 3.01 and receipt of a zoning application that complies with this Agreement and the Applicable Regulations, accompanied by the required fees, provided that the City Council will not take final action on the zoning application until the Property is annexed into the city limits. If the City does not zone the Property as provided in this Section, then, unless Developer: (a) substantially amends the project as described in the Concept Plan, as modified by the PUD/Land Use Chart; (b) abandons the project; (c) defaults under this Agreement and fails to cure such default within the applicable Cure Period; or (d) permits its Chapter 245 rights to expire; the Developer and the Property shall be and remain entitled to the rights and benefits provided in this Agreement notwithstanding such inaction by the City, subject to the provisions of Section 4.02(b) as to the In-City Land.

4.05. Design and Construction. Developer will finance (if applicable), design, construct and install all required water facilities, wastewater facilities, streets, drainage facilities and other amenities and improvements within the Property described in the Concept Plan and the Project Facilities described in Article V below required to serve the Property (collectively the "**Subdivision Improvements**") at Developer's sole cost and expense, subject to the reimbursements and rebates provided for in this Agreement. Developer shall design and construct and install the Subdivision Improvements in compliance with the Applicable Regulations, the plans and specifications approved by the City, and good engineering practices.

4.06. Park Plan Summary. The park plan summary is set forth on the Concept Plan.

Developer, with City approval, may dedicate park land, construct park improvements, pay a fee-in-lieu of park land dedication or any combination thereof consistent with the Concept Plan and in compliance with the City's Subdivision Ordinance. The City agrees that the park plan summary set forth on the Concept Plan meets the requirements of the City Subdivision Ordinance.

4.07. Signage and Landscaping on Public Rights-of-Way.

(a) Developer is hereby authorized to install signage and landscaping improvements (the "**Improvements**") in accordance with the Applicable Regulations, the License Agreement as defined below, and plans and specifications approved by the City, provided that the Developer and the City shall first execute a license agreement in the form set forth in **Exhibit "H"** (the "**License Agreement**"). Developer shall at all times comply with the License Agreement, provided, however, that, with the City's approval as provided in Section 4.07(c), the License Agreement may be assigned to the MUD or a homeowners association ("**HOA**") formed for the administration of all or a portion of the residential areas of the Property and, upon such an assignment, the Developer will be released from all obligations under the License Agreement and the City will look solely to the assignee for the performance of all obligations thereunder.

(b) If the License Agreement is assigned to a HOA, the Developer shall establish a HOA that will have binding, continuing responsibility for the maintenance, repair and operation of the Improvements and shall establish adequate funding for such maintenance, repair, and operation (the "**Maintenance Obligation**"). The HOA's Maintenance Obligation shall be noted on the plat and in the restrictive covenants filed of record for the subdivision. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the Maintenance Obligation of the HOA, shall give the City authority to judicially enforce the covenants requiring adequate assessments to be made and collected and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement of the covenants. The Maintenance Obligation required to be recorded in the restrictive covenants by this Agreement shall be approved by the City before being recorded. Compliance with this section shall be a condition of final plat approval.

(c) The City Manager shall approve the assignment of the License Agreement to the MUD or a HOA that complies with this Section; provided that the assignee first submits proof to the City of compliance with the insurance requirements under the License Agreement.

Article V.
Project Facilities

5.01. Project Facilities. The Project Facilities consists of the Water Line Project and the Wastewater Line Project described in Section 5.02 and 5.03 below (the "**Project Facilities**").

5.02. Water Line Project. The Water Line Project consists of an extension of a water transmission main (24 inches in diameter) (the "**Water Line**") from the existing 24-inch water line along a route generally shown on **Exhibit "I"** and all appurtenant facilities and equipment reasonably required to operate the Water Line (the "**Water Line Project**"). The construction of

the Water Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.03. Wastewater Line Project. The Wastewater Line Project consists of an extension of a wastewater transmission/collector line (12, 18 and 30 inches in diameter) (the "**Wastewater Line**") from a proposed 30-inch wastewater line, along a route generally shown on **Exhibit "J"** and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the "**Wastewater Line Project**"). The construction of the Wastewater Line Project will comply with the Applicable Regulations, plans and specifications approved by the City, this Agreement, and good engineering practices.

5.04. Timely Construction of Project Facilities. Developer shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this Agreement. Such Project Facilities shall be completed by Developer on or before the expiration of five (5) years after the annexation of the Property. No final plat of land out of the Property will be recorded until the Project Facilities are completed by the Developer.

Article VI.
Engineer for the Property and Project Facilities

6.01. Project Engineer. The Developer shall select a project engineer that will act as engineer for the Property ("the **Project Engineer**") and shall provide written notice to the City of such designation. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the development of the Property. The Project Engineer will work and coordinate with the City Engineer to obtain the review and approval by Developer, the City Engineer and the Director of Development Services of such design, plans and specifications and supporting documentation. The Developer may, from time to time and at any time, replace the Project Engineer in the Developer's sole and absolute discretion. In the event Developer elects to replace the Project Engineer, the Developer will provide written notice to the City of the replacement engineer.

6.02. Project Facilities. The Project Engineer will act as the engineer for the Project Facilities. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Project Facilities to be constructed and installed by Developer in accordance with good engineering practices, the design and construction standards of the Applicable Regulations and this Agreement. The Project Engineer will obtain the approval of the City Engineer for such design, plans and specifications, and will advertise the Project Facilities for public bids in accordance with Section 7.02, all laws applicable to municipal utility districts, including Chapters 49 and 54, *Texas Water Code,* based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to Developer and the City. The Project Engineer will work and coordinate with Developer, the City Engineer and the Director of Development Services (and any additional engineer employed by Developer) to obtain the timely review and approval of the design, plans, and specifications for the Project Facilities, together with the advertisement for bids, the bid tabulation and the final recommended bid award. The bids received for the Project Facilities will be subject to review by the City Engineer for purposes of confirming that they are fair, balanced

and reasonable. If the City Engineer determines that the alternate bid prices of the low bidder for the Water Line Project described in Section 7.02 are not fair and balanced, the City Engineer will use an incremental cost analysis to determine the Reimbursable Costs for the Water Line Project under Section 7.03(a)(1).

Article VII.
Bidding and Cost of the Project Facilities

7.01. Project Facilities Costs and Expenses. All costs and expenses for designing, bidding, constructing and installing the Project Facilities to be constructed by the Developer shall be paid by Developer. Developer shall be eligible for reimbursement of the Reimbursable Costs (as defined in Section 7.03 below) of the Project Facilities constructed by the Developer via the City rebating water and wastewater impact fees to Developer to the extent provided in this Agreement and shall be eligible for reimbursement of any costs of the Project Facilities not repaid through City rebates or payments through MUD reimbursements.

7.02. Bidding of Project Facilities. The Project Facilities to be constructed by the Developer will be advertised for bids as follows, and in accordance with other applicable provisions of this Agreement:

(a) Water Line Project. The Water Line Project will be advertised for bids with an alternate bid being required for a twelve inch (12") water main ("**Water Line Project Alternate #2**") and an alternate bid being required for the twenty-four inch (24") water main ("**Water Line Project Alternate #1**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project. Developer will contract for the construction of the Water Line Project and the City will rebate Water Impact Fees (as defined in Section 8.01 below) that are paid by: (i) the Developer and third parties for retail water service to lots and tracts within the Property; and (ii) third parties that obtain City water utility service for other land and developments by means of a direct connection to the Water Line Project. The aggregate total of such rebates shall be up to but shall not exceed the Reimbursable Costs, as defined in Section 7.03, for the Water Line Project as competitively bid and constructed by Developer; provided that if the City elects at its sole discretion to make one or more lump sum payments to the Developer for Reimbursable Costs for the Water Line Project as provided in Section 8.02(a), the aggregate total of such rebates plus said lump sum payment(s) from the City shall not exceed the Reimbursable Costs for the Water Line Project .

(b) Wastewater Line Project. The Wastewater Line Project will be advertised for bids in such a manner that the bidders are required to itemize the bid prices for constructing each of the three segments of the Wastewater Line Project (the 12-inch, the 18-inch and the 30-inch segment) separately, together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Wastewater Line Project. Developer will contract for the construction of the Wastewater Line Project and the City will rebate Wastewater Impact Fees (as defined in Section 8.01 below) that are paid by: (i) the Developer and third parties for retail wastewater service to lots and tracts within the Property; (ii) by third parties that obtain City wastewater utility service for other land and developments by means of a direct connection to the 12-inch and 18-inch segments of the Wastewater Line Project; and (iii) by third

parties that obtain City wastewater utility service for other land and developments using capacity in the 30-inch segment of the Wastewater Line Project. The aggregate total of such rebates shall be up to but shall not exceed the Reimbursable Costs for the Wastewater Line Project as competitively bid and constructed by Developer; provided that if the City elects at its sole discretion to make one or more lump sum payments to the Developer for Reimbursable Costs for the Wastewater Line Project as provided in Sections 8.02(b) and (c), the aggregate total of such rebates plus said lump sum payment(s) from the City shall not exceed the Reimbursable Costs for the Wastewater Line Project.

(c) Direct Connection. As used in this Agreement, "direct connection" means a water service line that is directly connected to a water main that is connected to the Water Line Project or a wastewater service line that is directly connected to a wastewater main that ties into a manhole on the Wastewater Line Project.

7.03. Reimbursable Costs. The "Reimbursable Costs" for the Project Facilities, shall be:

(a) The Reimbursable Costs for the Water Line Project, which shall be:

(1) the difference between the dollar amount of the approved bid for Water Line Project Alternate #1 and the dollar amount of the approved bid for Water Line Project Alternate #2; and

(2) the total cost of designing, competitively bidding, permitting and constructing the Water Line Project based on the sum of the following:

(i) one-half (1/2) of the engineering, design and surveying costs;

(ii) one-half (1/2) of the cost of soils and materials testing;

(iii) all advertising and other costs associated with public bidding and award of construction contracts; and

(iv) one-half (1/2) of any other necessary and reasonable out-of-pocket costs, reviewed and approved by the City, expended by the Developer in connection with the Water Line Project; and

(v) a dollar amount equal to 0.1225 x [the agreed algebraic difference calculated pursuant to subsection (a)(1) and a(2)(i) through (iv) above]

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer and Director of Development Services, or the City Council, as applicable.

(b) The Reimbursable Costs for the Wastewater Line Project, which shall be:

(1) fifty-five percent (55%) of the dollar amount of the approved bid for the 12-inch and 18-inch segments of the Wastewater Line Project;

(2) fifty-five (55%) percent of the dollar amount of the approved bid for the 30-inch segment of the Wastewater Line Project; and

(3) fifty-five (55%) percent of the total cost of designing, competitively bidding, permitting and constructing the Wastewater Line Project based on the sum of the following:

(i) engineering, design and surveying costs;

(ii) cost of soils and materials testing;

(iii) advertising and other costs associated with public bidding and award of construction contracts;

(iv) costs of acquiring necessary easements located offsite of the Property, including any eminent domain costs under Section 11.01; and

(v) any other necessary and reasonable out-of-pocket costs, reviewed and approved by the City, expended by the Developer in connection with the Wastewater Line Project; and

(4) a dollar amount equal to 0.1225 x [the sum of (b)(1),(2) and (3), above];

provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer and Director of Development Services, or the City Council, as applicable. The sum of the amount set forth in Section (b)(1), and fifty percent (50%) of the amount set forth in (b)(3) and (b)(4) will constitute the Reimbursable Costs for the 12-inch and 18-inch segments of the Wastewater Line Project. The sum of the amount set forth in the amount set forth in (b)(2) and fifty-percent (50%) of the amounts set forth in (b)(3) and (b)(4) will constitute the Reimbursable Costs for the 30-inch segment of the Wastewater Line Project.

7.04. Project Facilities Rebates. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project Facilities and shall be entitled to rebates, as provided in Section 8.02 below, of up to one hundred percent (100%) of the Reimbursable Costs from the City, as provided in Section 7.02 and Section 7.03 above, subject to the provisions and limitations set forth in this Agreement. Developer shall not receive or be entitled to receive any rebates or reimbursements from the City for any of the costs attributable to any portion of the Project Facilities that are not constructed in accordance with this Agreement, or that are not oversized and installed and constructed by Developer.

Article VIII.
Collection and Payment of Impact Fees

8.01. Payment of Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water and wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**") and the City's wastewater impact fee (the "**Wastewater Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and the Wastewater Impact Fee are referred to collectively as the "**Impact Fees**". The Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following:(a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

8.02. Impact Fee Rebates.

(a) Subject to the terms, conditions and limitations of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within: (i) the Property; and (ii) within land or developments that connect to the Water Line Project by a direct connection or by a waterline that is not listed and included in the City Capital Improvements Plan and the ordinance that establishes the Water Impact Fees (the "**Water Impact Fee Rebates**"). The Water Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Water Impact Fee Rebates, or a combination of Water Impact Fee Rebates and one or more payments from the City, equal to the Reimbursable Costs for the Water Line Project; (ii) the expiration of this Agreement; (iii) subject to Section 8.05, the termination of this Agreement. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs for the Water Line Project from any source of funds available to the City in one or more lump sum payments.

(b) Subject to the terms, conditions and limitations of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; and (ii) land or developments that connect to the 12-inch and 18-inch segments of the Wastewater Line Project by a direct connection or by a wastewater line that is not listed and included in the City Capital Improvements Plan and the ordinance that establishes the Wastewater Impact Fees (the "**Wastewater Impact Fee Rebates for the Small Segments**"). The Wastewater Impact Fee Rebates for the Small Segments will terminate on the earlier to occur of: (i) Developer receiving Wastewater Impact Fee Rebates for the Small Segments, or a combination of Wastewater Impact Fee Rebates the Small Segments and one or more payments from the City, equal to the Reimbursable Costs for the 12-inch and 18-inch segments of the Wastewater Line Project; (ii) the expiration of this Agreement; (iii) subject to Section 8.05, the termination of this Agreement. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs for the 12-inch and 18-inch segments of the Wastewater Line Project from any source of funds available to the City in one or more lump sum payments.

(c) Subject to the terms, condition and limitations of this Agreement, the Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within land or developments other than the Property that utilize capacity in the 30-inch segment of the Wastewater Line Project (collectively, the "**Wastewater Impact Fee Rebates for the Large Segment**"). The Wastewater Impact Fee Rebates for the Large Segment will terminate on the earlier to occur of: (i) Developer receiving Wastewater Impact Fee Rebates for the Large Segment, or a combination of Wastewater Impact Fee Rebates for the Large Segment and one or more payments from the City, equal to the Reimbursable Costs for the 30-inch segment of the Wastewater Line Project; (ii) the expiration of this Agreement; (iii) subject to Section 8.05, the termination of this Agreement. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs for the 30-inch segment of the Wastewater Line Project from any source of funds available to the City in one or more lump sum payments.

(d) The Wastewater Impact Fee Rebates for the Small Segments and the Wastewater Impact Fee Rebates for the Large Segment are referred to collectively in this Agreement as the "**Wastewater Impact Fee Rebates**". The Water Impact Fee Rebates and the Wastewater Impact Fee Rebates are referred to collectively in this Agreement as the "**Impact Fee Rebates**".

8.03. Escrow Accounts. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates have been fully paid to the Developer in accordance with this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the "**Water Escrow Account**"), a separate escrow account for the Wastewater Impact Fees for the Small Segments (the "**Small Segments Wastewater Escrow Account**") and a separate escrow account for the Wastewater Impact Fees for the Large Segment (the "**Large Segment Wastewater Escrow Account**"). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for water connections listed in Section 8.02(a) above. The City will deposit into the Small Segments Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees for the Small Segments paid to and received by the City for wastewater connections listed in Section 8.02(b) above. The City will deposit in to the Large Segment Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees for the Large Segment paid to and received by the City for the wastewater connection listed in Section 8.02(c), above. The Water Escrow Account, the Small Segments Wastewater Escrow Account and the Large Segment Wastewater Escrow Account will be held by the City and the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates paid out to Developer as provided in Sections 8.02 and 8.04 of this Agreement. Payments of Water Impact Fee Rebates and the Wastewater Fee Impact Fee Rebates to Developer shall begin after completion and City acceptance of the Project Facilities.

8.04. Payment of Rebates.

(a) **Water Impact Fee Rebates.** Water Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Water Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Water Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water

Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2014, on or before the 15th day of January 2015, the City will pay a Water Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as are payable and that were collected during the prior quarter. As further example, if for the months of January, February and March 2014 the City collects Water Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2014, the City will pay a Water Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Water Impact Fees collected for the five lots plus such other Water Impact Fees as are payable and that were collected during the prior quarter. Developer shall not receive Water Impact Fee Rebates that are in excess of the Reimbursable Costs of the Water Line Project.

(b) **Wastewater Impact Fee Rebates.** Wastewater Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Wastewater Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2014, on or before the 15th day of January 2015, the City will pay a Wastewater Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Wastewater Impact Fees for the two (2) single-family lots within the Property plus such other Wastewater Impact Fees as are payable and that were collected during the prior quarter. As further example, if for the months of January, February and March 2014 the City collects Wastewater Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2014, the City will pay a Wastewater Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Wastewater Impact Fees collected for the five lots plus such other Wastewater Impact Fees as are payable and that were collected during the prior quarter. The Developer shall not receive Wastewater Impact Fee Rebates that are in excess of the Reimbursable Costs of the Wastewater Line Project.

8.05. Surviving Obligation to Pay Impact Fee Rebates. If the City elects to terminate this Agreement because of a default by the Developer that remains uncured after notice and opportunity to cure given in accordance with this Agreement, or if this Agreement expires of its own terms, such termination will not terminate the obligation of the City to reimburse the Developer for Reimbursable Costs actually incurred by the Developer prior to the date of termination and that obligation will expressly survive any such termination. If the City terminates this Agreement after commencement of the Project Facilities by the Developer but prior to completion and acceptance of the Project Facilities, the City will nevertheless reimburse the Owner under this Agreement for Reimbursable Costs incurred by the Developer up to the date of termination only if the City is able to use the portion of the Project Facilities that have been constructed to complete the Project Facilities, except that the City may deduct from the reimbursement any out-of-pocket expenses actually incurred by the City in connection with the completion of the Project Facilities. For example, if the budgeted cost of the Waterline Project

are $112,500, based on $100,000 in construction costs and $12,500 in other Reimbursable Costs, and the Developer has expended $75,000 in Reimbursable Cost to the date of termination, and it costs the City $50,000 to complete the Waterline Project after the date of termination, and the City is able to use the portion of the Waterline Line Project that has been constructed to complete the Water Line Project, the Developer would only be entitled to receive $112,500 less $50,000 or $62,500 from the City.

8.06. City's Option to Complete Project Facilities.

(a) In the event that the Developer fails to complete and obtain City acceptance of the Project Facilities, the City will have the right but not the obligation to complete the Project Facilities and to draw on any fiscal security guaranteeing the completion of the Project Facilities.

(b) In the event the City elects to complete the Project Facilities, the Developer agrees that all of Developer's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing such Project Facilities by the Developer or its engineers or contractors before such default shall become the property of the City and, in such event, the Developer will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for the Project Facilities and any other engineering services of the Project Engineer, Developer hereby assigns all its rights, title, and interest in the professional services agreements between Developer and the Project Engineer necessary for completion of the Project Facilities. The Developer agrees that the City will have the right to use such plans and specifications to complete the Project Facilities.

Article IX.
Additional Agreements and Performance

9.01. Additional City Agreements. The City hereby agrees:

(a) the City will review and process the applications made, and the plans and specifications submitted, by Developer with respect to the Property;

(b) one (1) LUE of water service shall be required for each single-family residence constructed within the Property during the term of this Agreement and the Water Impact Fee payable therefore shall be at the rate in effect at the time the impact fee is paid;

(c) one (1) LUE of wastewater service shall be required for each single-family residence constructed within the Property during the term of this Agreement and the Wastewater Impact Fee payable therefore shall be at the rate in effect at the time the impact fee is paid;

(d) the amount of water and wastewater service for buildings or facilities located within the Property, other than single-family residences, and the fees for all buildings or facilities located on the Property, including single-family residences, shall be

calculated and determined as provided in the Applicable Regulations and the fees shall be payable at the rate in effect when the fees are paid;

(e) after Developer completes construction and obtains City acceptance of the Project Facilities and upon Developer completing construction of a phase or section of the Property in compliance with the Applicable Regulations and the City giving final acceptance of that phase or section, the City will approve connections to the water and wastewater system and provide such services within the completed phase or section of the Property on the same terms and conditions as then provided within other areas of the City;

(f) public access to the Property from Airport Drive shall not be required until after the 150th single-family residence has been occupied; and

(g) to timely perform and complete each task, duty and responsibility of the City set forth in this Agreement and that, whenever the City's consent or approval is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed, subject to the City's discretion with respect to exercising its legislative authority.

9.02. Additional Developer Agreements. Developer hereby agrees:

(a) to develop the Property and construct all infrastructure required for built-on-the-lot single-family homes and commercial businesses in compliance with the Applicable Regulations;

(b) to establish an HOA pursuant to appropriate articles and bylaws reviewed and approved by the City;

(c) the City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Developer, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees,

(d) the Developer shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement;

(e) this Agreement does not waive the requirements of any Applicable Regulations;

(f) to timely perform and complete each task, duty and responsibility of Developer set forth in this Agreement;

(g) each lot, tract, parcel, or building site within the Property shall be required to pay the Impact Fees (as provided in Section 8.01) in the amount that is established by City ordinance and that is in effect when the Impact Fees becomes payable;

(h) access for emergency vehicles will be provided from the existing driveway on Ronald Reagan Boulevard as shown on the Concept Plan prior to occupancy of first single family residence on the Property; and

(i) the Developer will not seek or accept reimbursement from the MUD for any costs of the Water Line Project or Wastewater Line Project that are to be funded pursuant to this Articles VII and VIII of this Agreement.

Article X.
Other Developer Incentives and Agreements

10.01 Palmera Ridge Municipal Utility District. The City acknowledges receipt of Developer's request for creation of the MUD within the corporate boundaries of the City over the Property through the Texas Commission on Environmental Quality. On the Effective Date of this Agreement, the City has approved the Consent Ordinance attached hereto as **Exhibit "K"** ("**Consent Ordinance**") and the Facilities Agreement attached hereto as **Exhibit "L"**(the "**Facilities Agreement**") (collectively the "**MUD Documents**"). The parties agree that the MUD shall be an in-city MUD, created after the Property is annexed into the City. The City agrees that the Consent Ordinance will constitute and evidence the City's consent to the creation of the MUD within the city limits over the Property, in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code; provided that the MUD may not be created until the Property is annexed into the City.

10.02. Manufactured Housing. Notwithstanding any other provision of this Agreement to the contrary, HUD-certified manufactured homes may be located within the Property, from time to time, solely for the purpose of creating or administering the MUD (including, but not limited to, providing qualified voters within the MUD or qualifying persons to serve on the Board of Directors of the MUD). Developer will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within thirty (30) days after the home is occupied. Manufactured homes permitted by this Agreement: (i) are not required to be located on a platted lot; (ii) do not require a building permit; (iii) do not require a certificate of substantial completion; (iv) do not otherwise have to comply with the Applicable Regulations; (v) do not require any permit or other approval by the City; and (vi) will be promptly removed when no longer needed for the creation or administration of the MUD.

10.03. Director Qualifying Lots. Notwithstanding any other provision of this Agreement to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property shown on **Exhibit "M"** ("**MUD Director Lots**") to any person for the sole purpose of qualifying such person to be a member of the board of directors of the MUD shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no structure, other than manufactured housing authorized by Section 10.03, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with this Agreement; and provided further

that the such Property will be used and developed in compliance with the Concept Plan after the person ceases to be a member of the board of directors of the MUD.

Section 10.04. Annexation of Land into the MUD. In the event any other tracts of land outside of the Property request to connect to the Water Line Project and/ or the Wastewater Line Project by a direct connection or by a water and/or wastewater line that is not listed and included in the City Capital Improvements Plan, the Developer may request such tract of land be annexed into the boundaries of the MUD upon terms and conditions agreeable to the City; provided that such tracts must first be annexed into the corporate boundaries of the City before being annexed into the boundaries of the MUD. This section does not obligate the City to consent to the annexation of any tract into the boundaries of the MUD.

Section 10.05. Leander Hills Municipal Utility District. The Leander Hills Municipal Utility District (the "District") was created legislatively over the Property by House Bill No. 1354 during the 83rd Regular Legislative Session. The City has not consented to and does not consent to the creation of the District, or to the inclusion of the Property in the District. The parties agree that the District shall not be created and that the District will be dissolved upon annexation into the City. On the date that the Property is scheduled to be annexed into the corporate City's boundaries, the Developer will deliver to the City a letter in the form attached hereto as **Exhibit "N"** representing, warranting, and agreeing that the confirmation election for said District has not been held, that it will not be held, and that the District has not undertaken any debts, liabilities, or obligations during the time that Developer has owned the Property. The Developer shall further cause the Owner to sign a letter in the form attached hereto as Exhibit N dated on or after the date the Developer purchases the Property representing, warranting, and agreeing that the confirmation election for said district has not been held, that it will not be held, and that the District has not undertaken any debts, liabilities, or obligations, and Developer shall deliver said letter to the City at the time the Developer delivers the Annexation Petition.

Article XI.
Eminent Domain

11.01. The Project Facilities are necessary and required improvements for the City's water and wastewater system, are included in the City's Capital Improvement Plan and their cost is included in the calculation of the City's water and wastewater impact fees. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project Facilities that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project Facilities. The Project Facilities will be a City capital improvement project and the City agrees to use its power of eminent domain to acquire such lands or easements as may be necessary for the construction of the Project Facilities. The reasonable costs and expenses of the City obtaining any easements and land required for the Project Facilities only and located outside the boundaries of the Property shall be paid by Developer, subject to the Developer's right to be reimbursed for such costs and expenses through City rebates as provided in this Agreement and MUD reimbursements.

Article XII.
Assignment of Commitments and Obligations

12.01. Developer Assignment of Agreement. 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 of the City must first approve and consent to any such assignment by the Developer of this Agreement including the assignment of any right or duty of the Developer pursuant to this Agreement, which consent shall not be unreasonably withheld, conditioned or delayed.

12.02 Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement shall be recorded by the Developer in the Official Public Records of Williamson County, Texas within sixty (60) days after the Effective Date. If Developer fails to record this Agreement within sixty (60) days after the Effective Date, such failure shall be a default by Developer.

Section 12.03 Not Binding on End Users. As provided in Section 212.172(f), *Texas Local Government Code,* this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Article XIII.
Default; Reservation of Rights; Attorney's Fees; Waiver

13.01. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("**Cure Period**"). Upon the passage of the Cure Period 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 such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is

commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Rules.

13.02. Default and Termination. Notwithstanding any other term or provision of this Agreement, if Developer defaults in the performance of a duty or obligation of Developer provided in this Agreement, and such default is not timely cured after notice and opportunity to cure, the City may terminate and cancel this Agreement.

13.03. Reservation of Rights; Limited Immunity Waiver.

(a) 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. Except as specifically provided in Section 13.03(b), 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 its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(b) By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights, except as specifically provided in this Section 13.03(b). The City waives governmental immunity from suit and immunity from liability as to any action brought by the Developer to enforce the terms, provisions and conditions of this Agreement, but only to the extent necessary to pursue such remedies if the City fails to pay the Developer the Impact Fee Rebates as required under this Agreement. Nothing in this Section shall waive any claims, defenses or immunities that the City may have with respect to suits filed by persons or entities other than a party to this Agreement

13.04. Attorney's 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.

13.05. 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.

13.06. Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or in equity that a Party may have as a result of any breach.

Article XIV.
Force Majeure

14.01. Definition. 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.

14.02. Notice of Default. 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.

14.03. Settlements and Strikes. 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.

Article XV
Notices

15.01. Method of Notice. Any notice to be given hereunder by a 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 addresses 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
Telephone: (512) 528-2700
Facsimile: (512) 528-2831
Email: kcagle@leandertx.gov

with copy to:

McKamie, Krueger, & Knight, LLP
Attn: Paige Saenz
Attorneys at Law
223 West Anderson Lane, #A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Any notice mailed to Developer shall be addressed:

Palmera Ridge Development, Inc.
Attn: Blake J. Magee
1011 North Lamar Blvd.
Austin, Texas 78703
Telephone: (512) 481-0303
Facsimile: (512) 481-0333
Email: blake@blakemageeco.com

With copy to:

Armbrust & Brown, PLLC
Attn: Sue Brooks Littlefield
100 Congress, Suite 1300
Austin, Texas 78701
Telephone: (512) 435-2301
Facsimile: (512) 435-2360
Email: slittlefield@abaustin.com

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

Article XVI.
Waiver and Release

16.01. 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 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. Developer specifically releases any equitable or

legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Developer to install or construct any project or obligation undertaken by Developer pursuant to this Agreement. The foregoing notwithstanding, the Developer specifically does not waiver or release any claim or cause of action that Developer may have as a result of the City's breach of its agreements hereunder, including its agreement to pay the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates to the Developer as provided herein.

Article XVII.
Entire Agreement

17.01. 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.

Article XVIII.
General Provisions

18.01. 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 and its ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

18.02. No Third Party Beneficiary. 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 Developer.

18.03. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

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

18.05. Texas Law and Venue. 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 the State District Courts of Williamson County, Texas.

18.06.Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

18.07, Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A	Property (145.26 acres)
Exhibit A-1	Property (52.29 acres)
Exhibit B	Concept Plan
Exhibit C	Annexation Petition
Exhibit D	Municipal Services Plan
Exhibit E	Future Annexation Tracts
Exhibit F	PUD/Land Use Chart
Exhibit G	City Development Rules
Exhibit H	License Agreement
Exhibit I	Water Line Project
Exhibit J	Wastewater Line Project
Exhibit K	Consent Ordinance
Exhibit L	Facilities Agreement
Exhibit M	MUD Director Lots
Exhibit N	Letter regarding Leander Hills Municipal Utility District

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

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

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

PALMERA RIDGE DEVELOPMENT, INC.

By:_____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2013, by Blake J. Magee, President of Palmera Ridge Development, Inc., a Texas corporation, on behalf of said corporation.

_____

(SEAL) Notary Public, State of Texas

EXHIBIT A

Landesign Services, Inc.
555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING A 145.26 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE CALLED 92.621 ACRE TRACT DESCRIBED IN DEED TO DENSFORD AVIATION SERVICES, INC. RECORDED IN DOCUMENT NUMBER 2009070195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND ALL OF THE CALLED 52.640 ACRE TRACT PER METES AND BOUNDS DESCRIPTION PREPARED BY SHANE SHAFER R.P.L.S. NO. 5281 DATED APRIL 29, 2009; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod on the south line of said 52.640 acre tract, same being the northwest corner of Tract 2 of the Kittie Hill Acres a subdivision of record in Document Number 8419185 of the O.P.R.W.C.T. and recorded in Cabinet F, Slide 45 of the Plat Records of Williamson County Texas (P.R.W.C.T.) and being the northeast corner of a called 13.320 acre tract conveyed to Jack Scott Bradley, Amy L. Bradley, and Brian Gregory Holmes as recorded in Document Number 2000068029 of the O.P.R.W.C.T.;

THENCE South 68°56'56" West with the south line of said 52.640 acre tract, the north line of said 13.320 acre Bradley tract, the north line of a called 13.320 acre tract conveyed to Brian Olson and Charity M. Olson, husband and wife, and Gregory Olson and Hattie E. Olson, husband and wife, as recorded in Document Number 2001071867 of the O.P.R.W.C.T. and the north line of a called 13.371 acre tract conveyed to Charles Hoskins and Patricia Hoskins, husband and wife as recorded in Document Number 2002036263 of the O.P.R.W.C.T., passing at a distance of 445.22 feet the northwest corner of said 13.320 acre Bradley tract and the northeast corner of said 13.320 acre Olson Tract an continuing a total distance of 1332.94 feet to a found 1/2" iron rod for the southwest corner of said 52.640 acre tract, the northwest corner of said 13.371 acre tract, and being on the east line on a called 5.412 acre tract conveyed to Larry G. Miller and wife, Leslie M. Miller as recorded in Volume 2041, Page 124 of the Deed Records of Williamson County, Texas (D.R.W.C.T);

THENCE North 21°52'40" West with the west line of said 52.640 acre tract and the east line of said 5.412 acre tract a distance of 196.23 feet to a found 1/2" iron rod for the northeast corner of said 5.412 acre tract, and the southeast corner of a called 19.99 acre

tract conveyed to Mila J. Milliorn recorded in Document Number 2006050300 of the O.P.R.W.C.T;

THENCE with the west line of said 52.640 acre tract and the east line of said 19.99 acre tract, the following five (5) courses;

(1) North 19°41'08" West a distance of 62.72 feet to a found 1/2" iron rod;

(2) North 43°25'16" East a distance of 17.20 feet to a found 1/2" iron rod;

(3) North 22°58'31" West a distance of 160.69 feet to a 60D nail found in the west side of a 12" Live Oak tree;

(4) North 19°52'01" West a distance of 443.14 feet to a 40D nail found;

(5) North 20°50'38" West a distance of 370.34 feet to a found 1/2" iron rod for the northeast corner of said 19.99 acre tract, and the southeast corner of a called 1.00 acre tract conveyed to Barbara E. Bratton described in Exhibit "B" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE North 20°51'23" West with the west line of said 52.640 acre tract and the east line of said Exhibit "B" tract a distance of 208.65 feet to a found 1/2" iron rod for the northeast corner of said Exhibit "B" tract, and being at an angle point in of a 12.40 acre tract conveyed to Barbara E. Bratton described in Exhibit "A" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE with the west line of said 52.640 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

(1) North 20°36'15" West a distance of 361.45 feet to a 40D nail;

(2) North 22°06'13" West a distance of 313.49 feet to a 40D nail found for the northwest corner of said 92.621 acre tract;

THENCE with the west line of said 92.621 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

1. North 16°45'36" West a distance of 74.85 feet to a 40D nail found in the north side of a 14" Live Oak tree;

2. North 22°32'12" West a distance of 105.96 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northwest corner of said 92.621 acre tract, the northeast corner of said 12.40 acre tract, and in the south line of the called 226 acre tract conveyed to Lawrence Virgil Toungate and wife, Louise M. Toungate as described in Volume 922, Page 878 of the D.R.W.C.T);

THENCE with the north line of said 92.621 acre tract and said south line of said 226 acre tract, the following two (2) courses:

(1) North 69°16'48" East a distance of 509.14 feet to a 40D nail found;

(2) North 68°42'17" East a distance of 1439.28 feet to a found 4" square concrete monument for the southwest corner of a called 100.16 acre tract conveyed to Huie H. Lamb, Jr., as described in Volume 2323, Page 739 of the O.P.R.W.C.T., and the southeast corner of said 226 acre tract;

THENCE with the north line of said 92.621 acre tract and the south line of said 100.16 acre tract, the following two (2) courses:

(1) THENCE North 69°03'28" East a distance of 946.84 feet to a nail found in the south side of a 12" Cedar tree;

(2) THENCE North 74°03'27" East a distance of 84.55 feet to a found 4" square concrete monument for the southeast corner of said 100.16 acre tract, and same the southwest corner of a called 9.53 acre tract of land conveyed to Parmer 274 Investments, LLC as described in Document Number 2012041079 of the O.P.R.W.C.T.;

THENCE with the north line of said 92.621 acre tract and said south line of said 9.53 acre tract, the following eleven (11) courses:

(1) South 86°58'08" East a distance of 77.96 feet to a found 1/2" iron rod;

(2) North 62°48'33" East a distance of 45.79 feet to a 40D nail found in root of 12" Cedar tree;

(3) North 72°05'13" East a distance of 17.47 feet to a 40D nail found in 10" Cedar tree;

(4) North 80°39'55" East a distance of 23.31 feet to a 60D nail found in base of fence post;

(5) North 81°41'28" East a distance of 168.82 feet to a 60D nail found in 12" Cedar tree;

(6) North 60°56'49" East a distance of 39.32 feet to a 40D nail found;

(7) North 57°46'48" East a distance of 64.79 feet to a 60D nail found in 12" Cedar tree;

(8) North 65°38'37" East a distance of 30.84 feet to a 60D nail found in 30" Live Oak tree;

(9) North 68°16'06" East a distance of 158.61 feet to a 40D nail found;

(10) North 68°25'55" East a distance of 127.34 feet to a 60D nail found in 10" Cedar tree;

(11) North 72°46'46" East a distance of 108.25 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northeast corner of said 92.621 acre tract, and in the existing west right-of-way line of Ronald Reagan Boulevard (right-of-way width varies);

THENCE with the existing west right-of-way line of Ronald Reagan Boulevard, and the east line of said 92.621 acre tract, the following five (5) courses and distances:

(1) South 27°36'23" East a distance of 96.46 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 15°07'44" East a distance of 55.83 feet to a set 1/2" iron rod with cap marked "LANDESIGN";

(3) South 01°20'00" East a distance of 356.82 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(4) South 10°10'14" East a distance of 100.76 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(5) South 23°56'30" East a distance of 432.73 feet to a found 1/2" iron rod for the southeast corner of said 92.621 acre tract, and being on the north line of a called 57.07 acre tract conveyed to MP52 as recorded in Document Number 2012055771 of the O.P.R.W.C.T.;

THENCE with the south line of said 92.621 acre tract and the north line of said 57.07 acre tract, the following twelve (12) course and distances:

(1) South 81°39'46" West a distance for of 531.74 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 81°17'07" West a distance of 639.06 feet to a metal fence corner post;

(3) South 09°38'31" East a distance of 164.03 feet to a found 1/2" iron rod;

(4) South 80°18'44" West a distance of 586.19 feet to a found 1/2" iron rod;

(5) South 09°17'01" East a distance of 36.68 feet to a found 1/2" iron rod;

(6) South 68°47'48" West a distance of 142.01 feet to a found 1/2" iron rod;

(7) South 00°28'08" East a distance of 272.60 feet to a found 1/2" iron rod;

(8) South 59°00'22" East a distance of 567.45 feet to a metal fence post;

(9) South 31°41'25" West a distance of 74.76 feet to a found 1/2" iron rod;

(10) South 56°38'19" East a distance of 741.46 feet to a found 1/2" iron rod;

(11) South 33°16'35" West a distance of 34.80 feet to a found 1/2" iron rod;

(12) South 52°04'56" East a distance of 39.91 feet to a found 1/2" iron rod for the southwest corner of said 57.07 acre tract, and being on a the north line of Tract 7, Kittie Hill Acres;

THENCE with the south line of said 92.621 acre tract and the remainder of said Tract 7, the following two (2) courses:

(1) South 51°39'00" East for a distance of 81.12 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 17°00'35" West for a distance of 171.42 feet to a found 1/2" iron rod in the south line of said 92.621 acre tract, and in the existing north right-of-way line of Airport Drive (50' Right-of-Way);

THENCE North 71°58'26" West with the south line of said 92.621 acre tract and the north right-of-way line of Airport Drive, a distance of 328.07 feet to a 1/2" iron rod found for angle point in the south line of said 92.621 acre tract, and being the southeast corner of said 52.640 acre tract;

THENCE South 69°17'46" West with the south line of said 52.640 acre tract, the north line of said Kittie Hill Acres, passing an iron found for the northeast corner of said Tract 1, Kittie Hills Acres at a distance of 78.16 feet and continuing a total distance of 120.34 feet to a 1/2" iron rod found for an angle point in the south line of said 52.640 acre tract, and being in the north line of said Tract 1, said Kittie Hill Acres;

THENCE South 69°22'09" West with the south line of said 52.640 acre tract, the north line of said Tract 1, and the north line of said Tract 2 a distance of 681.39 feet to the POINT OF BEGINNING;

This parcel contains 145.26 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Bell County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

28 SEPT 12

Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938

STATE OF TEXAS
REGISTERED
JOSEPH BEAVERS
4938
PROFESSIONAL
LAND SURVEYOR

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Landesign Services, Inc.
555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 52.290 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE REMAINDER OF A CALLED 57.07 ACRE TRACT DESCRIBED IN DEED TO MP52, LLC. RECORDED IN DOCUMENT NUMBER 2012022771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the northeast corner of the remainder of the said 57.07 acre tract, the southeast corner of a called 92.621 acre tract to Densford Aviation services, Inc. described in Deed of Trust recorded in Document No. 2009070195 of the O.P.R.W.C.T., the northwest corner of a called 4.781 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard recorded in Document No. 2005069273 of the O.P.R.W.C.T., and the southwest corner of a called 3.249 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in Document No. 2005019365 of the O.P.R.W.C.T., from which a 1/2" iron rod with "Diamond Surveying" cap found at an angle point in the east line of said 92.621 acres and west line of said 3.249 acres bears North 23°56'30" West a distance of 432.73 feet (record - North 23°56'07" West, 432.86 feet).

THENCE with the east line of the remainder of said 57.07 acres and the west right-of-way line of Ronal Reagan Boulevard the following three (3) courses:

1. South 23°56'30" East 180.18 feet (record – South 23°56'07" East, 180.18 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;

2. South 14°44'51" East 461.77 feet (record – South 14°43'59" East, 461.78 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;

3. South 24°16'14" East 603.74 feet (record – South 24°16'14" East, 603.74 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set at the southeast corner of the remainder of the 57.07 acres, the southwest corner of the 4.781 acre tract, the northwest corner of a called 1.650 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in said Document No. 2005069273 of the O.P.R.W.C.T., and in the north line of the remainder of Tract 11 of Kittie Hill Acres, a subdivision recorded in Cabinet F, Slide 45 of the Plat Records

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of Williamson County, Texas, from which a 1/2" iron rod with "Diamond Surveying" cap found in the east line of the remainder of said Tract 11 and the west line of said 1.650 acre right-of-way tract bears South 16°24'47" East a distance of 202.58 feet ;

THENCE South 69°19'28" West with the south line of the 57.07 acres and the north line of Kittie Hill Acres, passing the end of the south right-of-way line of Airport Drive (50' right-of-way width, Kittie Hill Acres) and the northwest corner of Tract 8 of Kittie Hill Acres at a distance of 627.62 feet from which a 1/2" iron rod found bears South 28°28'21" East a distance of 0.53 feet, passing the end of the north right-of-way line of Airport Drive and the northeast corner of Tract 7 of Kittie Hill Acres at a distance of 691.62 feet from which a spindle found bears North 60°25'02" West a distance of 0.39 feet, and continuing for a total distance of 1274.49 feet to a 1/2" iron rod found for the southwest corner of the 57.07 acres, the northwest corner of the remainder of Tract 7 of Kittie Hill Acres and in the east line of said 92.621 acres, from which a 1/2" iron rod with "Diamond Surveying" cap found in the west line of the remainder of Tract 7 and the east line of said 92.621 acres bears South 51°39'00" East a distance of 81.12 feet (record - South 51°40'29" East 81.00 feet);

THENCE with the west and north lines the 57.07 acres and the east line of the 92.621 acres, the following twelve (12) courses;

1. North 52°04'56" West 39.91 feet (record – North 51°59'17" West, 39.98 feet) to a 1/2" rebar found;

2. North 33°16'35" East 34.80 feet (record – North 33°16'09" East, 34.77 feet) to a 1/2" rebar found;

3. North 56°38'19" West 741.46 feet (record – North 56°38'06" West, 741.54 feet) to a 1/2" rebar found;

4. North 31°41'25" East 74.76 feet (record – North 31°40'51" East, 74.76 feet) to a metal fence post;

5. North 59°00'22" West 567.45 feet (record – North 59°01'16" West, 567.44 feet) to a 60d nail found;

6. North 00°28'08" West 272.60 feet (record – North 00°28'40" West, 272.98 feet) to a 1/2" rebar found;

7. North 68°47'48" East 142.01 feet (record – North 68°53'43" East, 142.07 feet) to a 1/2" rebar found;

8. North 09°17'01" West 36.68 feet (record – North 09°32'30" West, 36.64 feet) to a 1/2" rebar found;

9. North 80°18'44" East 586.19 feet (record – North 80°17'38" East, 586.36 feet) to a 1/2" rebar found;

10. North 09°38'31" West 164.03 feet (record – North 09°37'55" West, 164.03 feet) to a metal fence post;

11. North 81°17'07" East 639.06 feet (record – North 81°17'43" East, 639.14 feet) to a 1/2" iron rod with "Diamond Surveying" cap found;

12. North 81°39'46" East 531.74 feet (record – North 81°40'13" East, 531.66 feet) to the POINT OF BEGINNING;

This parcel contains 52.290 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

8/22/2013

David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264

STATE OF TEXAS
REGISTERED
DAVID R. HARTMAN
5264
PROFESSIONAL
LAND SURVEYOR

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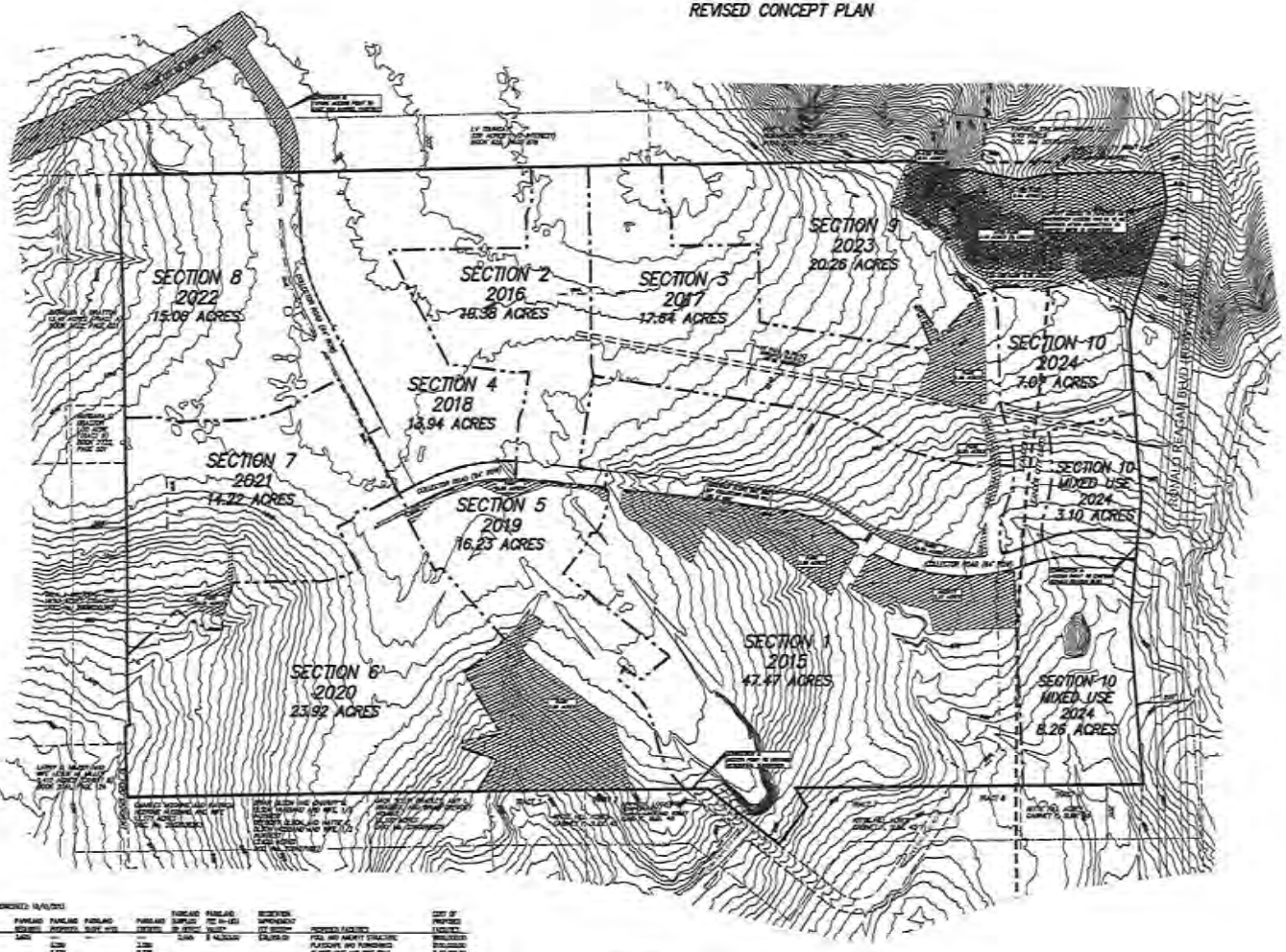
EXHIBIT B
CONCEPT PLAN
[FOLLOWS THIS PAGE]

PALMERA RIDGE

REVISED CONCEPT PLAN



LOCATION MAP 1"=4000'

SCALE: 1" = 200'

0 200' 400' 600' 800'

LEGEND

- SECTION LINE
- CITY LIMITS
- 8' HIKE AND BIKE TRAIL
- ROW = RIGHT OF WAY
- PARKLAND DEDICATION (SLOPE < 15%)
- PARKLAND DEDICATION (SLOPE > 15%)

NOTES:

1. THERE ARE NO FEMA FLOODPLAIN LOCATED ON THIS TRACT PURSUANT TO FEMA FIRM PANEL No. 48491C0425G.
2. THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
3. AT THE TIME OF FINAL PLAT FOR EACH SECTION, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN THE AMOUNT OF $125 PER PEAK HOUR TRIP.
4. LOT COUNTS MAY BE ADJUSTED BASED ON THE PERCENTAGES FROM THE LAND USE CHART CONTAINED WITHIN THE DEVELOPMENT AGREEMENT.
5. MIXED USE SECTIONS SHALL BE COMMERCIAL AND/OR MULTIFAMILY.

579 SINGLE FAMILY LOTS PROPOSED
DUE = 579

SECTION	LOT SIZE 50' LOTS	60' LOTS	70' LOTS	80' LOTS	TOTAL
1	81	43	0	0	124
2	0	0	43	0	43
3	0	81	0	0	81
4	0	0	68	0	68
5	53	0	0	0	53
6	58	27	0	0	85
7	0	33	33	0	66
8	0	0	58	0	58
9	0	47	0	0	47
10	0	0	0	48	48
MIXED USE	—	—	—	—	0
TOTAL	139	231	196	48	581

TOTAL AREA OF THIS PLAT: 167.55 ACRES

ESTIMATED AVERAGE DAILY TRIPS: APPROXIMATELY 15,000

PARK DEDICATION REVISED: 10/31/2017

SECTION	LOTS	PARKLAND REQUIRED	PARKLAND DEDICATED	PARKLAND SLOPE OVER	PARKLAND DEDICATED	PARKLAND SURPLUS OR DEFICIT	PARKLAND FEE IN-LIEU VALUE	RECREATION IMPROVEMENT COST ESTIMATE	PROPOSED FACILITIES	COST OF PROPOSED FACILITIES
1	124	3.400	—	—	—	3.400	$ 140,000.00	$50,000.00	FOIL AND ANCHOR STRUCTURE, PLAYSCAPE AND FURNISHINGS	$100,000.00
			0.570		2.170				8' WIDE HIKE AND BIKE TRAIL	$ 50,000.00
			0.570		2.170					
2	43	1.075	—	—	—	-1.075	$(44,275.00)	$25,000.00	8' WIDE HIKE AND BIKE TRAIL	$ 4,000.00
3	81	2.025	—	—	—	-2.025	$(83,375.00)	$25,000.00	8' WIDE HIKE AND BIKE TRAIL, PLAYSCAPE AND FURNISHINGS	$ 50,000.00
			1.000		1.000					$ 50,000.00
			1.000							
4	68	1.700	—	—	—	-1.700	$(69,700.00)	$25,000.00	—	—
5	53	1.325	—	—	—	-1.325	$(54,325.00)	$25,000.00	—	—
			3.840		3.840					
			3.840						8' WIDE HIKE AND BIKE TRAIL	$ 21,000.00
6	85	2.125	—	—	—	-2.125	$(87,125.00)	$25,000.00	8' WIDE HIKE AND BIKE TRAIL	$ 4,000.00
7	66	1.650	1.00	—	—	-0.650	$(26,650.00)	$25,000.00	—	—
8	58	1.450	—	—	—	-1.450	$(59,450.00)	$25,000.00	8' WIDE HIKE AND BIKE TRAIL	$ 50,000.00
9	47	1.175	0.380	0.795	1.175	0.000	$ 0.00	$ 25,000.00	8' WIDE HIKE AND BIKE TRAIL	$ 14,700.00
10	48	1.200	—	—	—	-1.200	$(49,200.00)	$25,000.00	—	—
TOTAL	579	23.225	8.420	0.795	9.215	-14.010	$(574,410.00)	$252,000.00		$294,700.00

*PARKLAND FEE IN-LIEU DOLLAR MAY BE USED TO CONSTRUCT RECREATION IMPROVEMENTS. NOTICATION OF THE RECREATION IMPROVEMENT CONSTRUCTION COSTS MUST BE PROVIDED PRIOR TO CLEARING.
**THE COST OF THE PROPOSED RECREATION IMPROVEMENTS EXCEEDS THE RECREATION IMPROVEMENT FEE REQUIRED.

PHASING PLAN

PHASE	DEVELOPMENT	YEAR DEVELOPED
1	SECTION 1	2015
2	SECTION 2	2016
3	SECTION 3	2017
4	SECTION 4	2018
5	SECTION 5	2019
6	SECTION 6	2020
7	SECTION 7	2021
8	SECTION 8	2022
9	SECTION 9	2023
10	SECTION 10 & MIXED USE	2024

DEVELOPER:
HANNA/MAGEE L.P. #
ATTN: BLAKE MAGEE
1011 N. LAMAR
AUSTIN, TX 78703
(512) 480-0303

OWNER:
DESOFORD AVIATION SERVICES, INC.
ATTN: CHARLES K. DESOFORD, JR.
ROUTE 13, BOX 507
LEANDER, TX 78641
(512) 930-4717

MPSS, LLC
ATTN: STEVE MALACHOWSKI
3555 LOST CREEK BOULEVARD
AUSTIN, TX 78703
(512) 258-7660

REVISED CONCEPT PLAN

PALMERA RIDGE
(formerly KITTIE HILL)

WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 11, 2017 SCALE: 1" = 200'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 838-4793 FAX: (512) 838-4817 F-8784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 838-4793 FAX: (512) 838-4817

EXHIBIT C
ANNEXATION PETITION
[FOLLOWS THIS PAGE]

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Williamson 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"), 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 Williamson County, Texas, being 145.26 and 52 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 request 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 Williamson 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, Williamson County, Texas.

Petitioner: _____

By:_____
Name:_____
Title:_____

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 _____, _____ of _____, 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 "A" TO ANNEXATION PETITION
PROPERTY DESCRIPTION
[FOLLOWS THIS PAGE]

EXHIBIT "B" TO ANNEXATION PETITION
DRAFT SERVICE PLAN

EXHIBIT "D"

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 the tract(s) and parcel(s) of land described more fully hereinafter (the "subject property");

WHEREAS, the owner of the subject property (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;

WHEREAS, infrastructure shall be provided for the subject property pursuant to the terms and conditions of the "Development and Annexation Agreement (Kittie Hill Property)" (the "Development Agreement"); provided that, except for municipal service provided for in the Development Agreement, municipal services shall be provided on the same terms and conditions as such services are provided to other similarly situated properties currently within the City; and

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

NOW, THEREFORE, the City agrees to provide the following services for 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 accessible 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 will be provided 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 zoning jurisdiction of the City shall be extended to include the subject property, and, until the zoning of the subject property is established by ordinance after annexation, the ETJ Property, as such term is defined in the Development Agreement, shall be temporarily zoned "SFR-1-B"; provided that the ETJ Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

J. Storm Water Management: Owner will provide storm water system 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 intends to provide water services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, 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 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 property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Development Agreement, 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. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

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

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

(ii) The City intends to provide wastewater services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable rules and regulations for the provision of wastewater service in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The 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 property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Development Agreement, 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. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

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 existing 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, dedication 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; provided that improvements may be required by the Owner under the City Rules, as such term is defined in the Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: None. Upon development of the subject property, save and except as provided in the Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement.

(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
FUTURE ANNEXATION TRACTS
[FOLLOWS THIS PAGE]

POTENTIAL ANNEXATION TRACTS
EXHIBIT "E"

OWNER	ACREAGE
LAMB	101
TOUNGATE	193
SINGLETON	14
CARMODY/GREEN	32
BUSHKILL	6
PRESSLER	6
SUBRAMANIAN	32
SLG PARTNERS	28
MAHENDRU	252

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DATE: NOV. 6, 2013 SCALE: 1" = 1200'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
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EXHIBIT F
PUD/LAND USE CHART
[FOLLOWS THIS PAGE]

Leander MUD Land Use Chart for PUD

EXHIBIT "F"

Zoning Category - City of Leander for Single Family - 182 Acres	Zoning Category	Lot Width	Minimum Lot Size	Living Area SF	Total Lots	% of Total	Min/Max %
Single FamilyLimited	SFL-1B	40	3500	1000	46	8%	max
Single Family Compact	SFC-1A	50	5500	1100	229	38%	max
Single Family Urban	SFU-1A	60	7200	1200	200	33%	min
Single Family Suburban	SFS-1A	70	9000	1500	125	21%	min
Total					**600**	**100%**	

Zoning Category - City of Leander for Commercial/Attached Residential 15 Acres	Zoning Category	Acreage	% of Total
General Commercial	GC-3C	15	0-100%
Multi Family	MF-1B		0-100%
(Uses can be either all or a combination of both uses)			
Total		**15**	

EXHIBIT G
CITY DEVELOPMENT RULES

City of Leander Code of Ordinances – Chapter 10 Subdivision Regulations - Subdivision Ordinance (ordinance # 07-019-00) as last amended March 1, 2012

City of Leander Code of Ordinances – Chapter 14 Zoning – Composite Zoning Ordinance (ordinance # 05-018-00) as last amended May 16, 2013

2009 International Building Code and local amendments.

2009 International Plumbing Code and local amendments.

2009 International Mechanical Code and local amendments.

2009 International Fuel Gas Code and local amendments.

2008 National Electrical Code and local amendments.

2009 International Residential Code and local amendments.

2009 Existing Building Code and local amendments.

2009 Property Maintenance Code and local amendments.

2009 International Energy Conservation Code and local amendments.

EXHIBIT H
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 _____, ("Licensee") enter into this License Agreement ("Agreement") on this the ___ day of _____, 20___, upon the terms and conditions set forth below.

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

_____, which shall be hereinafter referred to as the "Improvements". The locations of the Improvements are more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

The above-described property, hereinafter referred to as the "licensed property", is 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. 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 by maintaining 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 license.

Licensee Address

_____

_____

_____

_____

Licensor Address

City of Leander
Attention: City Manager
P.O. Box 319
Leander, Texas 78641

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

VIII TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the

Improvements, that it made from the licensed property within the thirty day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

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

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

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

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

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

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

VIII 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 Licensees's installations taken, if any.

IX. 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.

X. 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.

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

XII. 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.

XIII. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

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

LICENSOR: CITY OF LEANDER

By:_____
Name: _____
Title: _____

LICENSEE: _____

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

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

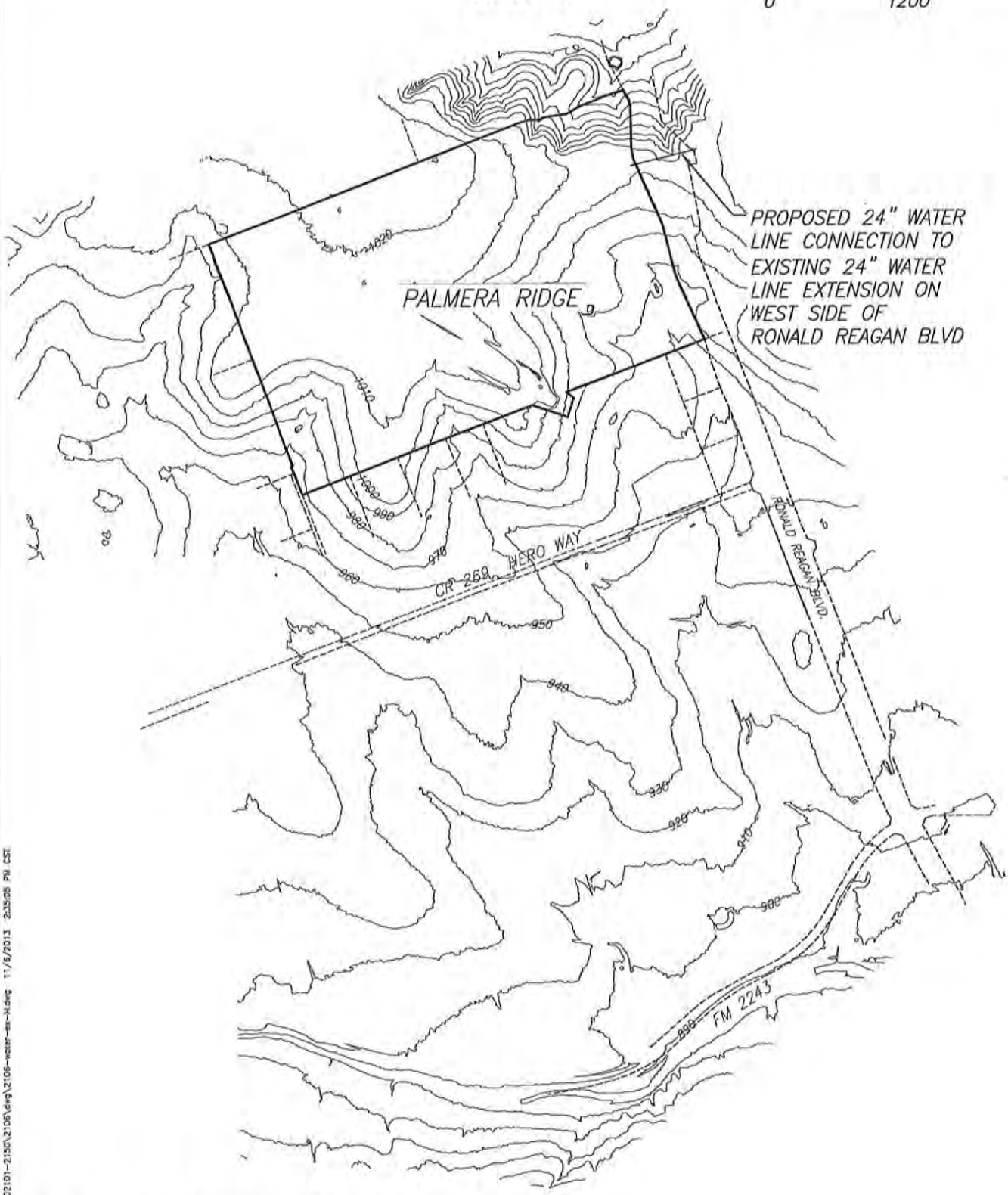
_____
Notary Public - State of Texas

Exhibit "A"
(Depiction of Improvements and Their Location)

EXHIBIT I
WATER LINE PROJECT
[FOLLOWS THIS PAGE]

OFFSITE WATER

EXHIBIT "I"



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DATE: NOV. 6, 2013 SCALE: 1" = 1200'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

EXHIBIT J
WASTEWATER LINE
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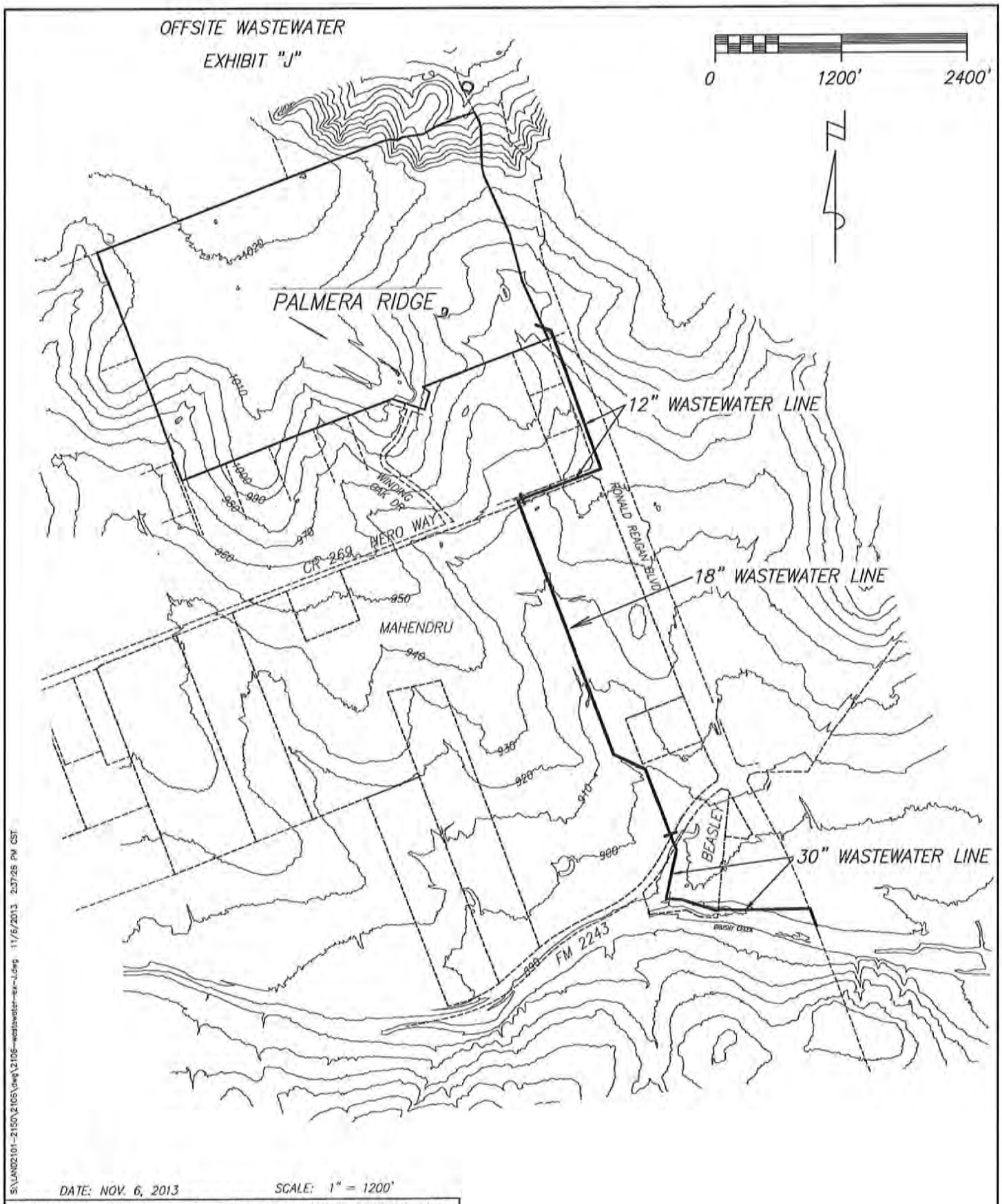

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RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
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1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
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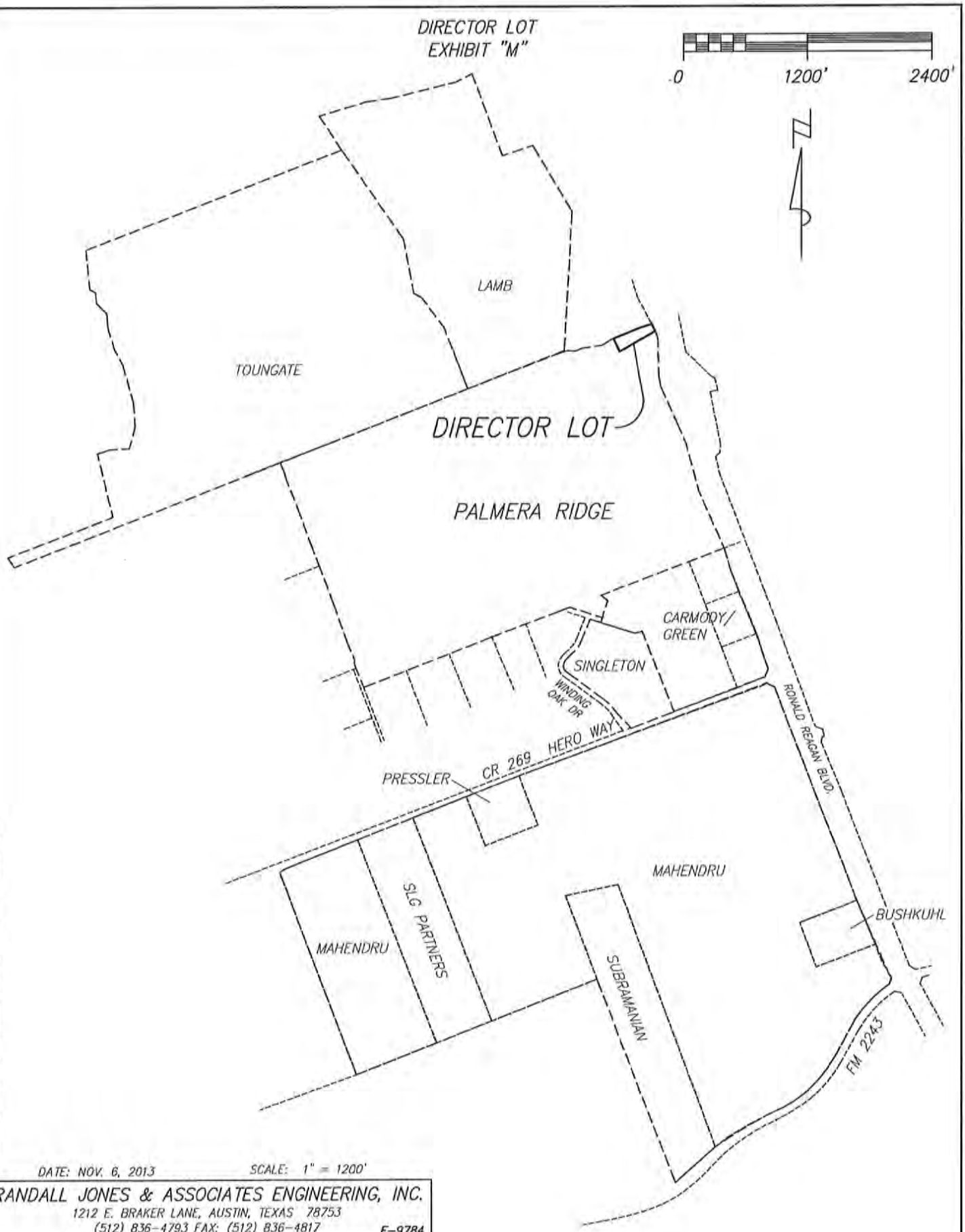
EXHIBIT K
CONSENT ORDINANCE
[FOLLOWS THIS PAGE]

EXHIBIT L

FACILITIES AGREEMENT
[FOLLOWS THIS PAGE]

EXHIBIT M
MUD DIRECTOR LOTS
[FOLLOWS THIS PAGE]

DIRECTOR LOT
EXHIBIT "M"



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DATE: NOV. 6, 2013 SCALE: 1" = 1200'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

EXHIBIT N
LETTER REGARDING LEANDER HILLS MUNICIPAL UTILITY DISTRICT

_____, 2013

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

RE: Leander Hills Municipal Utility District, created legislatively by House Bill No. 1354 during the 83rd Regular Legislative Session (the "District")

Dear Mr. Cagle:

I hereby represent, warrant, and agree that the confirmation election for above-referenced District has not been held, that it will not be held, and that the District has not undertaken any debts, liabilities, or obligations.

Sincerely,

Executive Summary

December 5, 2013

Agenda Subject: Consideration of an ordinance consenting to the creation of the Palmera Ridge municipal utility district for 197.55 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas.

Background: This property is located north of Hero Way and west of Ronald Reagan Blvd. including the Kittie Hill Airport and an adjacent tract. The City Council previously approved ordinance # 13-011-00 on January 17, 2013 giving consent to the filing of legislation to create a municipal utility district (MUD) over a portion of the property.

The applicant has subsequently added property to the original project and, due to issues with the legislation creating the MUD, determined that they will dissolve the legislatively created MUD and proceed with the formation of a new MUD through the Texas Commission on Environmental Quality (TCEQ).

The development agreement considered as a separate agenda item for this same property stipulates that the property must be annexed prior to the creation of the MUD.

Origination: Applicant

Financial Consideration: None.

Recommendation: Staff recommends approval of the consent ordinance.

Attachments: 1. Consent Ordinance and Exhibits

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

ORDINANCE NO. _____

ORDINANCE OF CITY OF LEANDER, TEXAS
GIVING CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, Densford Aviation Services, Inc., a Texas corporation, and MP52, LLC, a Texas limited liability company (collectively, the "Petitioner") wish to create Palmera Ridge Municipal Utility District of Williamson County (the "District") to serve the 145.26 and 52.29 acre tracts of land in Williamson County, Texas described in the attached **Exhibit "A" and "A-1"** ("Petitioner's Land"); and

WHEREAS, all of the land to be included within the District is or will be located within the corporate boundaries of the City of Leander; and

WHEREAS, land that is within the corporate limits of a city may not be included within a municipal utility district without the written consent of such city; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City of Leander, Texas, a Petition for Consent to Creation of Palmera Ridge Municipal Utility District of Williamson County; and

WHERERAS, the Petitioner requests that the MUD be an in-city MUD, finally created after the Property is annexed into the City; and

WHEREAS, the City Council of the City of Leander desires to adopt this Ordinance for the purpose of consenting to the creation of the District;

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

Section 1. That all of the matters and facts set out in the preamble hereof are found to be true and correct.

Section 2. That the City Council of the City of Leander, Texas, hereby gives its written consent to the Texas Commission on Environmental Quality's (the "TCEQ's) creation of Palmera Ridge Municipal Utility District of Williamson County over Petitioner's Land within the corporate limits of the City of Leander. Petitioner is authorized to file a petition with the TCEQ for such creation, provided that the District may not be finally created by order of the TCEQ until all of Petitioner's Land is annexed into the corporate boundaries of the City pursuant to the terms of that certain Development and Annexation Agreement (the "Development Agreement") of even date herewith by and between the City and Palmera Ridge Development, Inc. (the "Developer").

Section 3. The terms and provisions of Article III of the Facilities Agreement attached hereto as **Exhibit "B"** are incorporated herein by reference and will be applicable to the District (the "Facilities Agreement").

Section 4. Within fifteen (15) days of the TCEQ's issuance of an order approving the creation of the District, the Developer must deliver a copy of the order to the City. At least 72 hours prior to the organizational meeting of the Board of Directors of the District, the Developer must deliver a copy of the notice of the meeting to the City. At the organizational meeting of the Board of Directors of the District, the Board must approve and execute the Facilities Agreement and, within five business days thereafter, must deliver an executed original of the Facilities Agreement to the City. The District may not issue Bonds, as that term is defined in the Facilities Agreement, until such time that the Board has duly approved, executed, and delivered the Facilities Agreement to the City.

Section 5. Under Section 54.016(f), Texas Water Code, the City, as a city providing written consent for the inclusion of land in a district, may provide for a contract, designated as an "allocation agreement", to be entered into between the City and the District. The provision for an "allocation agreement" under Section 54.016(f) is at the City's discretion. The City hereby finds and confirms that it is intentionally not providing for an allocation agreement. The City further finds and determines that the Facilities Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

Section 6. That, in addition to all the rights and remedies provided by the laws of the state, in the event the District violates the terms and provisions of this Ordinance, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed by this Ordinance.

Section 7. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 8. That this Ordinance is intended as the sole and controlling ordinance of the City with respect to the granting of the written consent of the City to the inclusion of the Petitioner's Land in the District, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 9. That this Ordinance shall be in full force and effect from and after its passage and approval on this the ___ day of _____, 2013.]

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

ATTEST: City of Leander, Texas

_____ _____

Debbie Haile, City Secretary Chris Fielder, Mayor

(SEAL)

CERTIFICATE OF ORDINANCE NO. _____

CITY OF LEANDER, TEXAS

I, the undersigned City Secretary of the City of Leander, Texas hereby certify that the attached and foregoing is a true and correct copy of Ordinance No. _____ of the City of Leander, Texas, consenting to the creation of a municipal utility district, to be known as Palmera Ridge Municipal Utility District of Williamson County. I further certify that said Ordinance was passed and approved by the City Council of the City of Leander on _____, 2013.

WITNESS MY HAND AND SEAL OF THE CITY OF LEANDER, TEXAS, the _____ day of _____, 2013.

_____
City Secretary, City of Leander, Texas

(SEAL)

EXHIBIT A

Landesign Services, Inc.
555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING A 145.26 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE CALLED 92.621 ACRE TRACT DESCRIBED IN DEED TO DENSFORD AVIATION SERVICES, INC. RECORDED IN DOCUMENT NUMBER 2009070195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND ALL OF THE CALLED 52.640 ACRE TRACT PER METES AND BOUNDS DESCRIPTION PREPARED BY SHANE SHAFER R.P.L.S. NO. 5281 DATED APRIL 29, 2009; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod on the south line of said 52.640 acre tract, same being the northwest corner of Tract 2 of the Kittie Hill Acres a subdivision of record in Document Number 8419185 of the O.P.R.W.C.T. and recorded in Cabinet F, Slide 45 of the Plat Records of Williamson County Texas (P.R.W.C.T.) and being the northeast corner of a called 13.320 acre tract conveyed to Jack Scott Bradley, Amy L. Bradley, and Brian Gregory Holmes as recorded in Document Number 2000068029 of the O.P.R.W.C.T.;

THENCE South 68°56'56" West with the south line of said 52.640 acre tract, the north line of said 13.320 acre Bradley tract, the north line of a called 13.320 acre tract conveyed to Brian Olson and Charity M. Olson, husband and wife, and Gregory Olson and Hattie E. Olson, husband and wife, as recorded in Document Number 2001071867 of the O.P.R.W.C.T. and the north line of a called 13.371 acre tract conveyed to Charles Hoskins and Patricia Hoskins, husband and wife as recorded in Document Number 2002036263 of the O.P.R.W.C.T., passing at a distance of 445.22 feet the northwest corner of said 13.320 acre Bradley tract and the northeast corner of said 13.320 acre Olson Tract an continuing a total distance of 1332.94 feet to a found 1/2" iron rod for the southwest corner of said 52.640 acre tract, the northwest corner of said 13.371 acre tract, and being on the east line on a called 5.412 acre tract conveyed to Larry G. Miller and wife, Leslie M. Miller as recorded in Volume 2041, Page 124 of the Deed Records of Williamson County, Texas (D.R.W.C.T);

THENCE North 21°52'40" West with the west line of said 52.640 acre tract and the east line of said 5.412 acre tract a distance of 196.23 feet to a found 1/2" iron rod for the northeast corner of said 5.412 acre tract, and the southeast corner of a called 19.99 acre

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tract conveyed to Mila J. Milliorn recorded in Document Number 2006050300 of the O.P.R.W.C.T;

THENCE with the west line of said 52.640 acre tract and the east line of said 19.99 acre tract, the following five (5) courses;

(1) North 19°41'08" West a distance of 62.72 feet to a found 1/2" iron rod;

(2) North 43°25'16" East a distance of 17.20 feet to a found 1/2" iron rod;

(3) North 22°58'31" West a distance of 160.69 feet to a 60D nail found in the west side of a 12" Live Oak tree;

(4) North 19°52'01" West a distance of 443.14 feet to a 40D nail found;

(5) North 20°50'38" West a distance of 370.34 feet to a found 1/2" iron rod for the northeast corner of said 19.99 acre tract, and the southeast corner of a called 1.00 acre tract conveyed to Barbara E. Bratton described in Exhibit "B" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE North 20°51'23" West with the west line of said 52.640 acre tract and the east line of said Exhibit "B" tract a distance of 208.65 feet to a found 1/2" iron rod for the northeast corner of said Exhibit "B" tract, and being at an angle point in of a 12.40 acre tract conveyed to Barbara E. Bratton described in Exhibit "A" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE with the west line of said 52.640 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

(1) North 20°36'15" West a distance of 361.45 feet to a 40D nail;

(2) North 22°06'13" West a distance of 313.49 feet to a 40D nail found for the northwest corner of said 92.621 acre tract;

THENCE with the west line of said 92.621 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

1. North 16°45'36" West a distance of 74.85 feet to a 40D nail found in the north side of a 14" Live Oak tree;

2. North 22°32'12" West a distance of 105.96 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northwest corner of said 92.621 acre tract, the northeast corner of said 12.40 acre tract, and in the south line of the called 226 acre tract conveyed to Lawrence Virgil Toungate and wife, Louise M. Toungate as described in Volume 922, Page 878 of the D.R.W.C.T);

THENCE with the north line of said 92.621 acre tract and said south line of said 226 acre tract, the following two (2) courses:

(1) North 69°16'48" East a distance of 509.14 feet to a 40D nail found;

(2) North 68°42'17" East a distance of 1439.28 feet to a found 4" square concrete monument for the southwest corner of a called 100.16 acre tract conveyed to Huie H. Lamb, Jr., as described in Volume 2323, Page 739 of the O.P.R.W.C.T., and the southeast corner of said 226 acre tract;

THENCE with the north line of said 92.621 acre tract and the south line of said 100.16 acre tract, the following two (2) courses:

(1) THENCE North 69°03'28" East a distance of 946.84 feet to a nail found in the south side of a 12" Cedar tree;

(2) THENCE North 74°03'27" East a distance of 84.55 feet to a found 4" square concrete monument for the southeast corner of said 100.16 acre tract, and same the southwest corner of a called 9.53 acre tract of land conveyed to Parmer 274 Investments, LLC as described in Document Number 2012041079 of the O.P.R.W.C.T.;

THENCE with the north line of said 92.621 acre tract and said south line of said 9.53 acre tract, the following eleven (11) courses:

(1) South 86°58'08" East a distance of 77.96 feet to a found 1/2" iron rod;

(2) North 62°48'33" East a distance of 45.79 feet to a 40D nail found in root of 12" Cedar tree;

(3) North 72°05'13" East a distance of 17.47 feet to a 40D nail found in 10" Cedar tree;

(4) North 80°39'55" East a distance of 23.31 feet to a 60D nail found in base of fence post;

(5) North 81°41'28" East a distance of 168.82 feet to a 60D nail found in 12" Cedar tree;

(6) North 60°56'49" East a distance of 39.32 feet to a 40D nail found;

(7) North 57°46'48" East a distance of 64.79 feet to a 60D nail found in 12" Cedar tree;

(8) North 65°38'37" East a distance of 30.84 feet to a 60D nail found in 30" Live Oak tree;

(9) North 68°16'06" East a distance of 158.61 feet to a 40D nail found;

(10) North 68°25'55" East a distance of 127.34 feet to a 60D nail found in 10" Cedar tree;

(11) North 72°46'46" East a distance of 108.25 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northeast corner of said 92.621 acre tract, and in the existing west right-of-way line of Ronald Reagan Boulevard (right-of-way width varies);

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THENCE with the existing west right-of-way line of Ronald Reagan Boulevard, and the east line of said 92.621 acre tract, the following five (5) courses and distances:

(1) South 27°36'23" East a distance of 96.46 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 15°07'44" East a distance of 55.83 feet to a set 1/2" iron rod with cap marked "LANDESIGN";

(3) South 01°20'00" East a distance of 356.82 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(4) South 10°10'14" East a distance of 100.76 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(5) South 23°56'30" East a distance of 432.73 feet to a found 1/2" iron rod for the southeast corner of said 92.621 acre tract, and being on the north line of a called 57.07 acre tract conveyed to MP52 as recorded in Document Number 2012055771 of the O.P.R.W.C.T.;

THENCE with the south line of said 92.621 acre tract and the north line of said 57.07 acre tract, the following twelve (12) course and distances:

(1) South 81°39'46" West a distance for of 531.74 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 81°17'07" West a distance of 639.06 feet to a metal fence corner post;

(3) South 09°38'31" East a distance of 164.03 feet to a found 1/2" iron rod;

(4) South 80°18'44" West a distance of 586.19 feet to a found 1/2" iron rod;

(5) South 09°17'01" East a distance of 36.68 feet to a found 1/2" iron rod;

(6) South 68°47'48" West a distance of 142.01 feet to a found 1/2" iron rod;

(7) South 00°28'08" East a distance of 272.60 feet to a found 1/2" iron rod;

(8) South 59°00'22" East a distance of 567.45 feet to a metal fence post;

(9) South 31°41'25" West a distance of 74.76 feet to a found 1/2" iron rod;

(10) South 56°38'19" East a distance of 741.46 feet to a found 1/2" iron rod;

(11) South 33°16'35" West a distance of 34.80 feet to a found 1/2" iron rod;

(12) South 52°04'56" East a distance of 39.91 feet to a found 1/2" iron rod for the southwest corner of said 57.07 acre tract, and being on a the north line of Tract 7, Kittie Hill Acres;

THENCE with the south line of said 92.621 acre tract and the remainder of said Tract 7, the following two (2) courses:

(1) South 51°39'00" East for a distance of 81.12 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 17°00'35" West for a distance of 171.42 feet to a found 1/2" iron rod in the south line of said 92.621 acre tract, and in the existing north right-of-way line of Airport Drive (50' Right-of-Way);

THENCE North 71°58'26" West with the south line of said 92.621 acre tract and the north right-of-way line of Airport Drive, a distance of 328.07 feet to a 1/2" iron rod found for angle point in the south line of said 92.621 acre tract, and being the southeast corner of said 52.640 acre tract;

THENCE South 69°17'46" West with the south line of said 52.640 acre tract, the north line of said Kittie Hill Acres, passing an iron found for the northeast corner of said Tract 1, Kittie Hills Acres at a distance of 78.16 feet and continuing a total distance of 120.34 feet to a 1/2" iron rod found for an angle point in the south line of said 52.640 acre tract, and being in the north line of said Tract 1, said Kittie Hill Acres;

THENCE South 69°22'09" West with the south line of said 52.640 acre tract, the north line of said Tract 1, and the north line of said Tract 2 a distance of 681.39 feet to the POINT OF BEGINNING;

This parcel contains 145.26 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Bell County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

28 SEPT 12

Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938

STATE OF TEXAS
REGISTERED
JOSEPH BEAVERS
4938
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT A-1

Landesign Services, Inc.
555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 52.290 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE REMAINDER OF A CALLED 57.07 ACRE TRACT DESCRIBED IN DEED TO MP52, LLC. RECORDED IN DOCUMENT NUMBER 2012022771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the northeast corner of the remainder of the said 57.07 acre tract, the southeast corner of a called 92.621 acre tract to Densford Aviation services, Inc. described in Deed of Trust recorded in Document No. 2009070195 of the O.P.R.W.C.T., the northwest corner of a called 4.781 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard recorded in Document No. 2005069273 of the O.P.R.W.C.T., and the southwest corner of a called 3.249 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in Document No. 2005019365 of the O.P.R.W.C.T., from which a 1/2" iron rod with "Diamond Surveying" cap found at an angle point in the east line of said 92.621 acres and west line of said 3.249 acres bears North 23°56'30" West a distance of 432.73 feet (record - North 23°56'07" West, 432.86 feet).

THENCE with the east line of the remainder of said 57.07 acres and the west right-of-way line of Ronal Reagan Boulevard the following three (3) courses:

1. South 23°56'30" East 180.18 feet (record – South 23°56'07" East, 180.18 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;

2. South 14°44'51" East 461.77 feet (record – South 14°43'59" East, 461.78 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;

3. South 24°16'14" East 603.74 feet (record – South 24°16'14" East, 603.74 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set at the southeast corner of the remainder of the 57.07 acres, the southwest corner of the 4.781 acre tract, the northwest corner of a called 1.650 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in said Document No. 2005069273 of the O.P.R.W.C.T., and in the north line of the remainder of Tract 11 of Kittie Hill Acres, a subdivision recorded in Cabinet F, Slide 45 of the Plat Records

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of Williamson County, Texas, from which a 1/2" iron rod with "Diamond Surveying" cap found in the east line of the remainder of said Tract 11 and the west line of said 1.650 acre right-of-way tract bears South 16°24'47" East a distance of 202.58 feet ;

THENCE South 69°19'28" West with the south line of the 57.07 acres and the north line of Kittie Hill Acres, passing the end of the south right-of-way line of Airport Drive (50' right-of-way width, Kittie Hill Acres) and the northwest corner of Tract 8 of Kittie Hill Acres at a distance of 627.62 feet from which a 1/2" iron rod found bears South 28°28'21" East a distance of 0.53 feet, passing the end of the north right-of-way line of Airport Drive and the northeast corner of Tract 7 of Kittie Hill Acres at a distance of 691.62 feet from which a spindle found bears North 60°25'02" West a distance of 0.39 feet, and continuing for a total distance of 1274.49 feet to a 1/2" iron rod found for the southwest corner of the 57.07 acres, the northwest corner of the remainder of Tract 7 of Kittie Hill Acres and in the east line of said 92.621 acres, from which a 1/2" iron rod with "Diamond Surveying" cap found in the west line of the remainder of Tract 7 and the east line of said 92.621 acres bears South 51°39'00" East a distance of 81.12 feet (record - South 51°40'29" East 81.00 feet);

THENCE with the west and north lines the 57.07 acres and the east line of the 92.621 acres, the following twelve (12) courses;

1. North 52°04'56" West 39.91 feet (record – North 51°59'17" West, 39.98 feet) to a 1/2" rebar found;

2. North 33°16'35" East 34.80 feet (record – North 33°16'09" East, 34.77 feet) to a 1/2" rebar found;

3. North 56°38'19" West 741.46 feet (record – North 56°38'06" West, 741.54 feet) to a 1/2" rebar found;

4. North 31°41'25" East 74.76 feet (record – North 31°40'51" East, 74.76 feet) to a metal fence post;

5. North 59°00'22" West 567.45 feet (record – North 59°01'16" West, 567.44 feet) to a 60d nail found;

6. North 00°28'08" West 272.60 feet (record – North 00°28'40" West, 272.98 feet) to a 1/2" rebar found;

7. North 68°47'48" East 142.01 feet (record – North 68°53'43" East, 142.07 feet) to a 1/2" rebar found;

8. North 09°17'01" West 36.68 feet (record – North 09°32'30" West, 36.64 feet) to a 1/2" rebar found;

9. North 80°18'44" East 586.19 feet (record – North 80°17'38" East, 586.36 feet) to a 1/2" rebar found;

10. North 09°38'31" West 164.03 feet (record – North 09°37'55" West, 164.03 feet) to a metal fence post;

11. North 81°17'07" East 639.06 feet (record – North 81°17'43" East, 639.14 feet) to a 1/2" iron rod with "Diamond Surveying" cap found;

12. North 81°39'46" East 531.74 feet (record – North 81°40'13" East, 531.66 feet) to the POINT OF BEGINNING;

This parcel contains 52.290 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

8/22/2013

David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264

STATE OF TEXAS
REGISTERED
DAVID R. HARTMAN
5264
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT B

FACILITIES AGREEMENT

Executive Summary

December 5, 2013

Agenda Subject: Consideration of a facilities agreement between the City and Palmera Ridge Development, Inc. for facilities related to the Palmera Ridge Municipal Utility District comprising 197.55 acres, more or less, northwest of the intersection of Hero Way and Ronald Reagan Blvd. within the city limits and extraterritorial jurisdiction of the City of Leander, Williamson County, Texas.

Background: This property is located north of Hero Way and west of Ronald Reagan Blvd. including the Kittie Hill Airport and an adjacent tract. The City Council previously approved ordinance # 13-011-00 on January 17, 2013 giving consent to the filing of legislation to create a municipal utility district (MUD) over a portion of the property.

The applicant has subsequently added property to the original project and, due to issues with the legislation creating the MUD, determined that they will dissolve the legislatively created MUD and proceed with the formation of a new MUD through the Texas Commission on Environmental Quality (TCEQ).

The facilities agreement authorizes the MUD to issue up to $22,000,000 in bonds for the financing of facilities to serve the district. The agreement further stipulates that the maximum maturity of the bonds must be no longer than 25 years and that the bonds must be issued within 10 years of the City's acceptance of the off-site utilities serving the project.

Origination: Applicant

Financial Consideration: None.

Recommendation:	Staff recommends approval of the consent ordinance.	
Attachments:	1. Facilities Agreement and Exhibits	
Prepared By:	Tom Yantis, AICP Development Services Director	11/12/2013

FACILITIES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS FACILITIES AGREEMENT ("*Agreement*") is made and entered into as of _____, 2013 (the "*Effective Date*"), initially by PALMERA RIDGE DEVELOPMENT, INC., a Texas corporation ("*Owner*"), and the CITY OF LEANDER, TEXAS ("*City*"), a home rule municipal corporation. Subsequent to its creation, PALMERA RIDGE MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "*District*"), will become a party to this Agreement. The Owner, the City, and the District are sometimes hereinafter referred to singularly as a "*Party*", and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner is the owner of approximately 145.26 and 52.29 acres of land, more or less, located in Williamson County, Texas, described in the attached **Exhibits "A" and "A-1"** (the "*Property*"), which, as of the effective date of this Agreement, lies entirely within the corporate boundaries of the City;

WHEREAS, the Owner, and the City previously entered into a "Development and Annexation Agreement" effective as of _____, 2013 (the "*Development Agreement*"), regarding the land within the District that provides, among other things, terms for annexation and development of the Property;

WHEREAS, the Owner has proposed to create the District, with the consent of the City, pursuant to an application to be filed with and processed through the Texas Commission on Environmental Quality ("*TCEQ*");

WHEREAS, the City Council of the City has adopted Ordinance No. ____, dated _____, 2013, consenting to the creation of the District and the inclusion of the Property therein (the "*Consent Ordinance*"), a copy of which is attached hereto as **Exhibit "B"**, which consent is conditioned upon the Property being annexed into the corporate boundaries of the City;

WHEREAS, the purposes of the proposed District include constructing, acquiring, and financing water, wastewater and drainage facilities required to serve the area within its boundaries, including capacity in or contract rights to capacity in certain "Project Facilities", as defined in the Development Agreement (collectively, the "*District Improvements*"), to serve the area within its boundaries;

WHEREAS, the Owner will cooperate with District in designing, bidding, and constructing the District Improvements in accordance with applicable requirements of

Chapters 49 and 54, Texas Water Code and the rules of the TCEQ and, with respect to the Project Facilities, the Development Agreement;

WHEREAS, the District proposes to acquire, construct, and finance the District Improvements and convey them to the City, from time to time, in phases, to serve the future residents within the District in accordance with this Agreement;

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including Chapters 49, and 54, Texas Water Code; Chapter 791, Texas Government Code; and Section 552.014, Texas Local Government Code;

WHEREAS, the City is a municipal corporation and is operating under a home rule charter (the "*City Charter*") adopted under the laws of the State of Texas and has the authority under the City Charter and the laws of the State of Texas to acquire, own, and operate a water and sanitary sewer system and works and improvements necessary for the drainage of the lands in the City;

WHEREAS, the City is authorized to enter into this Agreement pursuant to the provisions of Texas law, including the City Charter, Chapter 791, Texas Government Code, and Section 552.014, Texas Local Government Code;

WHEREAS, in order to provide for the continuing and orderly development of the Property on the most economically feasible and cost-effective basis, the Owner, the District, and the City desire to enter into this Agreement to provide terms on which the Owner will construct on behalf of and convey to the District, and the District will acquire or construct for the benefit of and convey to the City, the District Improvements; and

WHEREAS, the City and District wish to establish mutually agreeable terms and conditions relating to the acquisition and construction of District Improvements and issuance of bonds by the District for the purpose of financing the District Improvements;

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE I.
DEFINITIONS

"*Agreement*" means this Facilities Agreement.

"*Assignee*" means a successor to Owner, as permitted by Section 8.09 of this Agreement.

"*Board*" means the Board of Directors of the District.

"*Bonds*" means bonds, notes, and other indebtedness issued or incurred by the District under the District's borrowing power.

"*Bond Limit Amount*" means the maximum amount of Bonds, excluding refunding Bonds, that may be issued by the District pursuant to Section 3.04 of this Agreement.

"*City*" means the City of Leander, Texas, a home rule municipality located in Travis and Williamson Counties.

"*City Council*" means the City Council of the City.

"*City Manager*" means the City Manager of the City.

"*Consent Ordinance*" means Ordinance No. _____ adopted by the City Council and dated effective as of _____, 2013.

"*Development Agreement*" means the Development and Annexation Agreement dated_____, 2013, by and between the City and Owner.

"*District*" means the Palmera Ridge Municipal Utility District of Williamson County, Texas.

"*District Creation Date*" means the issue date of the TCEQ order creating the District.

"*District Improvements*" means the water, wastewater and drainage facilities required to serve development within the District, including capacity in or contract rights to capacity in the "Project Facilities", as defined by the Development Agreement.

"*Impact Fees*" means any charge or assessment established by the City under Chapter 395, Texas Local Government Code, or any successor statute to in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions to serve new development.

"*Notice*" means notice as defined in Section 8.01 of this Agreement.

"*Owner*" means Palmera Ridge Development, Inc., its successors and Assignees as permitted by this Agreement.

"*Party*" means, individually, the City, the Owner, or the District.

"*Project Facilities*" means the Project Facilities described in the Development Agreement.

"*Property*" means approximately 145.26 and 52.29 acres of land, more or less, located in Williamson County, Texas, as described in the attached **Exhibits "A" and "A-1".**

"*TCEQ*" means the Texas Commission on Environmental Quality or its successor state agency.

ARTICLE II.
EXECUTION OF AGREEMENTS

Section 2.01 Execution of this Agreement. The Owner covenants and agrees to cause the Board of the District to approve and execute this Agreement and to deliver an executed original of this Agreement to the City within thirty (30) days after the Board holds its organizational meeting. If the District fails to execute and deliver this Agreement to the City within such thirty (30) day period, either Owner or City may, following Notice and an opportunity to cure as provided in Article VII of this Agreement, terminate this Agreement upon ten (10) days' written notice to the other Party. If this Agreement is terminated pursuant to this Section, then: (a) the terms of the Development Agreement will remain in full force and effect, excluding the provisions authorizing the creation of a municipal utility district; and (b) the Consent Ordinance will be deemed repealed.

Section 2.02 Effect of Failure to Execute--District. If the District fails to approve, execute, and deliver this Agreement to the City as required by Section 2.01; such failure is not cured following Notice and an opportunity to do so as provided in Article VII; and neither the Owner nor the City terminate this Agreement, such failure will constitute a material breach of this Agreement by the Owner and operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. The City will have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section.

Section 2.03 Effect of Failure to Execute—Owner. If the Owner fails to cause the District to approve, execute and deliver this Agreement as required by Section 2.01, then that failure will also constitute a breach of the Development Agreement, and the City will have the right to suspend payment of the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates, as those terms are defined in Section 8.02 of the Development Agreement, until the breach has been cured. The Owner may not, from and after the date of such breach, enter into any agreements with the District or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the breach has been cured.

Section 2.04. Intent of Parties Related to Allocation Agreement. Under Section 54.016(f), Texas Water Code, the City, as a city providing written consent for the inclusion of land in a district, may provide for a contract, designated as an "allocation agreement", to be entered into between the City and the District. The parties acknowledge that the provision for an "allocation agreement" under Section 54.016(f) is at the City's discretion. The City confirms that it is intentionally not providing for an allocation agreement. The parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

ARTICLE III.
CONSENT ORDINANCE AND ISSUANCE OF BONDS

Section 3.01 Consent Ordinance. The District hereby acknowledges, accepts, and agrees to operate in accordance with the terms and conditions of the Consent Ordinance and this Agreement.

Section 3.02 Authority to Issue Bonds. The District will have the authority to issue Bonds (other than refunding Bonds) for the following purposes only:

(a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, undivided interests in facilities, and capacity and/or contract rights, necessary to:

(1) provide a water supply for municipal uses, domestic uses, and commercial purposes;
(2) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the City's Code of Ordinances); and
(3) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;

(b) pay expenses authorized by Section 49.155, Texas Water Code, as amended;

(c) pay that portion of the cost of the Project Facilities that is not reimbursed by the City under the Development Agreement.

Section 3.03 Maximum Amount of New Money Bonds. The District agrees that the total principal amount of all new money Bonds that may be issued by the District for capital improvements, on a cumulative basis, may not exceed $22,000,000 without prior City Council approval. This total principal amount of Bonds will be exclusive of the principal amount of any authorized refunding Bonds.

Section 3.04 Terms and Conditions of District Bonds.

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided that such requirements do not generally render the Bonds unmarketable:

(1) The Bonds shall be issued in series with a minimum limit on each series of Bonds of $1,000,000, unless the series in question is the last issue of Bonds to be issued by the District;

(2) The Bonds shall have a maximum maturity of not more than 25 years for any one series;

(3) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor, and no Bonds shall be sold for less than ninety-seven percent (97%) of par, provided that the net effective

interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 3% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(4) The District shall reserve the right to redeem its Bonds at any time subsequent to the tenth (10th) anniversary of the date of issuance, without premium;

(5) No variable rate Bonds shall be issued by the District without City approval;

(6) No Bonds shall be issued by the District subsequent to the tenth (10th) anniversary of the date of the City's acceptance of the Project Facilities.

Section 3.05 Notification for Bond Reviews. The District agrees to include, in each application to the TCEQ for the approval of the issuance of Bonds, the terms and conditions of Article III of this Agreement. The Owner and the District each agree that it will not request reimbursement or authorization to reimburse any costs or expenses not authorized by this Agreement or the Development Agreement.

Section 3.06 Notice to City. The District agrees to give notice to the City of its intention to issue Bonds by filing the information described in this Section with the City Engineer and the City's Director of Development Services:

(a) Bonds Requiring TCEQ Approval. The District must submit a copy the following to the City concurrently with the District's submittal of each application to the TCEQ for the approval of issuance of Bonds:

(1) A copy of the District's application to the TCEQ, including the amount of Bonds proposed for issuance, a general description of the projects to be funded by the Bonds or Bonds to be refunded by such Bonds, the engineering report and projected debt service schedule, District debt service tax after issuance of the Bonds, and final maturity date of the Bonds;;.

(2) Written certification by the District's financial advisor that the Bonds will meet the existing economic feasibility guidelines established by the TCEQ for districts issuing bonds in Williamson County; and

(3) Written certification by the District that the District is in compliance in all material respects with the terms and conditions of this Agreement.

If the District is not required to obtain TCEQ approval of the issuance of a series of Bonds (other than refunding Bonds), the District shall deliver such notice to the City at least 60 days prior to issuing such Bonds.

(b) City Review; Objection or Approval. The City may object to a proposed Bond application or the issuance of a series of Bonds only if the Owner or the District is in default of any material provision of this Agreement or the Development Agreement. If the City objects to a proposed Bond application or Bond issuance due to such a default, the City will have a period of thirty (30) days after receiving the bond application within which to object to the application and Bond issuance (a "*City Objection*"). Notice of any City Objection must (a) be in writing; (b) be given to the District and the Owner; (c) be signed by the City Manager or the City Manager's designee; and (d) specifically identify the applicable provision under this Agreement or the Development Agreement as to which the District or the Owner is in default. If Notice of a City Objection is timely given with respect to a specific Bond application or issuance of Bonds, the Parties will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement. If the City does not give written notice of any City Objection within the time and in the manner specified in this Section, the City will be deemed to have waived all objections to the application and issuance in question. The City acknowledges that the District may be required to provide evidence of compliance with this Section at the time of the sale of its Bonds; therefore, the City agrees that the City Manager will be authorized to and will provide written confirmation to the District that the City raises no objections promptly upon the District's request.

(c) Refunding Bonds. In connection with: (a) an advance refunding which (i) has a final maturity no longer than the final maturity of the obligations refunded, (ii) will achieve a three percent (3%) net present value savings, and (iii) has savings that are substantially or fairly uniform over each maturity being refunded; or (b) a current refunding which (i) has a final maturity no longer than the final maturity on the refunded obligations, (ii) will achieve a net present value savings, and (iii) has savings that are substantially or fairly uniform over each maturity of obligations being refunded, no prior notice to or City review or approval will be required; however, the District must deliver a certificate from its financial advisor that demonstrates that the proposed refunding will comply with this Section at least three business days before execution of the purchase agreement for the refunding and must deliver evidence of its compliance with the requirements of this Section to the City within three business days after the execution of the purchase agreement for the refunding.

(d) Additional Documents. At least thirty (30) days before the issuance of Bonds, or refunding Bonds, the District shall certify in writing that the District is in compliance in all material respects with the terms and conditions of this Agreement. Within five (5) business days of the District's receipt of a TCEQ order approving any issuance of Bonds, the District will deliver a copy of the order to the City Manager. Within thirty (30) days after the date the District closes the sale of a series of Bonds, the District shall deliver to the City Manager a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ. If the City requests any additional information regarding any issue of District Bonds, the District will promptly provide any such information that is available in its files to the City at no cost to the City.

Section 3.07 Expenses Not Eligible for Reimbursement. The District and the Owner agree that District Bonds may not be used to finance any costs to be reimbursed by the City under the Development Agreement.

Section 3.08 Limit of City's Liability. Unless the City abolishes the District and assumes the assets and liabilities of the District, neither the Bonds nor any other obligations of the District will ever become an obligation of the City. The City's obligations under this Agreement will not extend beyond its obligations to operate and maintain the District Improvements after conveyance to the City and to use the District Improvements to serve the Property, and residents and customers within the District. Nothing herein will prevent the City from using the District Improvements to serve customers outside of the District.

ARTICLE IV.
ACQUISITION, CONSTRUCTION, AND CONVEYANCE OF DISTRICT IMPROVEMENTS

Section 4.01 City To Provide Retail Water and Wastewater Utility Services. The City will be the sole provider of retail water and wastewater services within the District and will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The City's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District.

Section 4.02 Service Level. The City agrees and commits to provide sufficient water and wastewater service for the full build-out of the District. Service will be provided to each subdivision within the District as set forth in Section 4.01 and the Development Agreement after the Owner and/or the District complete and obtain City acceptance of the Project Facilities and the District Improvements required to provide retail water and wastewater services to the subdivision. The City agrees to provide written confirmation of the availability of service upon the District's request if required in connection with any District Bond sale.

Section 4.03 Responsibility for Design, Financing and Construction. Unless otherwise specifically provided in this Agreement, the District and/or the Owner will design, finance, construct, and convey to the City all District Improvements and all Project Facilities, all at no cost to the City except as provided in the Development Agreement. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code.

Section 4.04 Utility Planning and Phasing. The City and the Owner confirm that the type, sizing, and alignment of the Project Facilities as described in the Development Agreement are based on current conditions and anticipated future utility requirements for the Property. The City agrees that it will not require that the Owner or the District finance or construct any oversized facilities in addition to the Project Facilities for development of the Property unless the Owner or the District materially modifies its

requested level of service in a manner that would reasonably require increasing the capacity of facilities or infrastructure from the capacities required to serve the densities and development described in the Development Agreement, or the Owner or the District requests that additional land be included in the District after the Effective Date.

Section 4.05 Design of Water and Wastewater Facilities. All District Improvements required to serve the District will be designed and constructed in accordance with applicable City requirements and design standards as well as any applicable regulations of other governmental entities with jurisdiction. The plans and specifications will be subject to review and approval by the City prior to the commencement of construction, and the City will collect all applicable fees in accordance with its policies and procedures.

Section 4.06 Easements. All District Improvements to the customer side of the meter will be constructed within dedicated utility easements or public rights-of-way, and all required easements will be dedicated to the City at such time required by the Applicable Regulations, as that term is defined in the Development Agreement. The Owner shall further grant the City a public utility easement over any private streets that are constructed within the District that will allow the City to regulate and collect franchise fees from service providers in a form acceptable to the City as a condition of final plat approval in the section or phase of the subdivision in which the private streets are located.

Section 4.07 City Inspections. The City will inspect all District Improvements for compliance with the approved plans and specifications. The City will also, for each connection within the District, conduct the series of plumbing inspections required by the Applicable Regulations and issue a customer service inspection certificate when all inspections are satisfactorily completed. The City will provide the inspections contemplated by this Section for the standard fees charged by the City for inspections inside the City limits, which fees will be collected by the City at the time required in the Applicable Regulations. The City will retain copies of all inspection reports for the City's applicable records retention period, and provide them to the District upon request.

Section 4.08 Record Drawings. Following completion of each phase of the District Improvements, the District or the Owner, whichever has constructed the project in question (the "*Constructing Party*",) will provide one set of record drawings of those District Improvements to the City. The Constructing Party will use good faith efforts to obtain and furnish such drawings within 30 days of approval of the final pay estimate for each project.

Section 4.09 Conveyance to City; Ownership, Operation, and Maintenance of District Improvements and Major Water and Wastewater Facilities. Upon completion of construction of each phase of the District Improvements and following the City's acceptance of such facilities, as documented in a letter from the City to the Constructing Party, the Constructing Party will promptly convey those facilities to the City, subject to the City's obligation to provide service to the District as provided in this Agreement. Any such conveyance will not affect the Owner's right to reimbursement from the District for the cost of any facilities or capacity in facilities constructed or financed by

the Owner as provided in this Agreement and the rules of the TCEQ. The Constructing Party will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the facilities conveyed to the City, at no cost to the City and on forms approved by the City. The City agrees that its acceptance of such facilities and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such facilities to provide service to the District in accordance with this Agreement.

Section 4.10 Availability of Service. The City agrees to provide service as required for development within the District, including water service at flow rates and pressures sufficient to meet the minimum requirements of the TCEQ and to provide sufficient fire flows, subject to the terms and conditions of this Agreement and the Development Agreement. The Owner and the District agree that the City may use the District Improvements to serve third parties, so long as such use does not impair the City's commitment of and ability to provide water and wastewater service to the District as and when required.

ARTICLE V.
DISSOLUTION OF DISTRICT

Section 5.01 The City may dissolve the District at any time after the District has issued the Bonds required for financing all costs eligible for reimbursement under Article III. In such event of such dissolution, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE VI.
TERM OF AGREEMENT

Section 6.01 This Agreement will be effective from the Effective Date and will continue in effect for a term of fifty (50) years; provided, however, that this Agreement will terminate earlier if (a) the District is dissolved by the City or (b) the Agreement is terminated pursuant to Section 2.01 or by mutual agreement of the Parties.

ARTICLE VII.
BREACH, NOTICE AND REMEDIES

Section 7.01 Notification of Breach. If a Party commits a breach of this Agreement, the non-breaching Party will give Notice to the breaching Party that describes the breach in reasonable detail. No default will be deemed to have occurred, and no remedy for a default may be pursued, until Notice has been given and the breaching Party has had an opportunity to cure the breach as provided in Section 7.02.

Section 7.02 Cure of Breach. The breaching Party must commence curing such breach within fourteen (14) days after the time the breaching Party receives such Notice and complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party will not

bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work.

Section 7.03 Remedies for Breach. If the breaching Party does not cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights it may have under this Agreement, or at law or in equity, pursue a remedy under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, or any other remedies described in this Agreement or available at law or in equity; provided, however, (a) the non-breaching Party will not be entitled to terminate this Agreement except as provided in Section 2.01, (b) each Party specifically waives any right such Party has or in the future may have to terminate this Agreement except as provided in Section 2.01, and (c) no Party will seek or be entitled to recover actual, consequential or any other type of monetary damages or awards for a breach of this Agreement.

ARTICLE VIII.
ADDITIONAL PROVISIONS

Section 8.01 Notice. Any notices, certifications, approvals, or other communications (a "*Notice*") required to be given by one Party to another under this Agreement will be given in writing addressed to the Party to be notified at the address set forth below and will be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, United Postal Service, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by facsimile or email (with electronic confirmation by the sending facsimile machine or with electronic confirmation of receipt requested if sent by email), with a confirming copy sent by United States Mail within 48 hours after the FAX or email is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this Section.

To Owner:

Palmera Ridge Development, Inc.
Attn: Blake J. Magee
1011 North Lamar Blvd.
Austin, Texas 78703
Telephone: (512) 481-0303
Facsimile: (512) 481-0333
Email: blake@blakemageeco.com

To City:	City of Leander Attn: City Manager 200 West Willis Street P.O. Box 319 Leander, Texas 78646-0319 Telephone: (512) 528-2700 Facsimile: (512) 259-1605
With copy to:	McKamie Krueger, LLP Attn: Paige H. Saenz Executive Office Terrace 223 W. Anderson Lane, Suite A105 Austin, Texas 78752
To District:	Palmera Ridge Municipal Utility District Attn: Sue Brooks Littlefield 100 Congress Avenue, Suite 1300 Austin, Texas 78701 Telephone: (512) 435-2307 Facsimile: (512) 435-2360 Email: slittlefield@abaustin.com

Section 8.02 No Waiver. Any failure by a Party to insist upon strict performance by other Party of any provision of this Agreement will not be deemed a waiver thereof, and the Party will have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver will be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement will be deemed or construed to be a waiver of any term or condition or subsequent waiver of the same term or condition.

Section 8.03 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Williamson County, Texas, and hereby submit to the jurisdiction of the State district courts of Williamson County, Texas, and hereby agree that any such courts will be a proper forum for the determination of any dispute arising hereunder.

Section 8.04 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner warrants that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement, or other applicable organizational documents of Owner and that the

individual executing this Agreement on behalf of Owner has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been authorized to do so.

Section 8.05 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, will ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision will be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions. In the event of such a determination of invalidity or unenforceability, the Parties will attempt in good faith to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

Section 8.06 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the Owner, the City or the District to perform its obligations under this Agreement, the Parties will attempt in good faith to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

Section 8.07 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon the request of any other Party, execute and/or exchange any other documents found appropriate and necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 8.08 Captions. Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of the Agreement.

Section 8.09 Assignment.

(a) Neither the District nor the City may assign this Agreement without written consent of the other and the Owner.

(b) Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement in the same manner as provided in Article XII of the Development Agreement.

Section 8.10 Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the District.

Section 8.11 Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular will include the plural, and the plural will include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 8.12 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District and Owner.

Section 8.13 Incorporation of Exhibits by Reference. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit "A" and "A-1" Description of the Property

Section 8.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original.

Executed on the date or dates indicated below, to be effective as of the Effective Date:

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

Date: _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

(SEAL)

_____
Notary Public, State of Texas

OWNER:

Palmera Ridge Development, Inc., a Texas corporation

By:_____
Name: _____
Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2013, by Blake J. Magee, President of the Palmera Ridge Development, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

Pursuant to Article II hereof, the District has executed this Agreement.

PALMERA RIDGE MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS

By:_____

Name:_____

Title: President, Board of Directors

Date:_____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me, on the ___ day of _____, 2013, by _____, President of the Board of Directors of the Palmera Ridge Municipal Utility District of Williamson County, Texas on behalf of said district.

_____

Notary Public, State of Texas

Printed Name:_____

My Commission Expires:_____

SEAL

EXHIBIT A

Landesign Services, Inc.
555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING A 145.26 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE CALLED 92.621 ACRE TRACT DESCRIBED IN DEED TO DENSFORD AVIATION SERVICES, INC. RECORDED IN DOCUMENT NUMBER 2009070195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND ALL OF THE CALLED 52.640 ACRE TRACT PER METES AND BOUNDS DESCRIPTION PREPARED BY SHANE SHAFER R.P.L.S. NO. 5281 DATED APRIL 29, 2009; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" iron rod on the south line of said 52.640 acre tract, same being the northwest corner of Tract 2 of the Kittie Hill Acres a subdivision of record in Document Number 8419185 of the O.P.R.W.C.T. and recorded in Cabinet F, Slide 45 of the Plat Records of Williamson County Texas (P.R.W.C.T.) and being the northeast corner of a called 13.320 acre tract conveyed to Jack Scott Bradley, Amy L. Bradley, and Brian Gregory Holmes as recorded in Document Number 2000068029 of the O.P.R.W.C.T.;

THENCE South 68°56'56" West with the south line of said 52.640 acre tract, the north line of said 13.320 acre Bradley tract, the north line of a called 13.320 acre tract conveyed to Brian Olson and Charity M. Olson, husband and wife, and Gregory Olson and Hattie E. Olson, husband and wife, as recorded in Document Number 2001071867 of the O.P.R.W.C.T. and the north line of a called 13.371 acre tract conveyed to Charles Hoskins and Patricia Hoskins, husband and wife as recorded in Document Number 2002036263 of the O.P.R.W.C.T., passing at a distance of 445.22 feet the northwest corner of said 13.320 acre Bradley tract and the northeast corner of said 13.320 acre Olson Tract an continuing a total distance of 1332.94 feet to a found 1/2" iron rod for the southwest corner of said 52.640 acre tract, the northwest corner of said 13.371 acre tract, and being on the east line on a called 5.412 acre tract conveyed to Larry G. Miller and wife, Leslie M. Miller as recorded in Volume 2041, Page 124 of the Deed Records of Williamson County, Texas (D.R.W.C.T);

THENCE North 21°52'40" West with the west line of said 52.640 acre tract and the east line of said 5.412 acre tract a distance of 196.23 feet to a found 1/2" iron rod for the northeast corner of said 5.412 acre tract, and the southeast corner of a called 19.99 acre

L:\LACKITTIE HILL\NOTES\Kittie Hill.docx

tract conveyed to Mila J. Milliorn recorded in Document Number 2006050300 of the O.P.R.W.C.T;

THENCE with the west line of said 52.640 acre tract and the east line of said 19.99 acre tract, the following five (5) courses;

(1) North 19°41'08" West a distance of 62.72 feet to a found 1/2" iron rod;

(2) North 43°25'16" East a distance of 17.20 feet to a found 1/2" iron rod;

(3) North 22°58'31" West a distance of 160.69 feet to a 60D nail found in the west side of a 12" Live Oak tree;

(4) North 19°52'01" West a distance of 443.14 feet to a 40D nail found;

(5) North 20°50'38" West a distance of 370.34 feet to a found 1/2" iron rod for the northeast corner of said 19.99 acre tract, and the southeast corner of a called 1.00 acre tract conveyed to Barbara E. Bratton described in Exhibit "B" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE North 20°51'23" West with the west line of said 52.640 acre tract and the east line of said Exhibit "B" tract a distance of 208.65 feet to a found 1/2" iron rod for the northeast corner of said Exhibit "B" tract, and being at an angle point in of a 12.40 acre tract conveyed to Barbara E. Bratton described in Exhibit "A" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE with the west line of said 52.640 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

(1) North 20°36'15" West a distance of 361.45 feet to a 40D nail;

(2) North 22°06'13" West a distance of 313.49 feet to a 40D nail found for the northwest corner of said 92.621 acre tract;

THENCE with the west line of said 92.621 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

1. North 16°45'36" West a distance of 74.85 feet to a 40D nail found in the north side of a 14" Live Oak tree;

2. North 22°32'12" West a distance of 105.96 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northwest corner of said 92.621 acre tract, the northeast corner of said 12.40 acre tract, and in the south line of the called 226 acre tract conveyed to Lawrence Virgil Toungate and wife, Louise M. Toungate as described in Volume 922, Page 878 of the D.R.W.C.T);

THENCE with the north line of said 92.621 acre tract and said south line of said 226 acre tract, the following two (2) courses:

(1) North 69°16'48" East a distance of 509.14 feet to a 40D nail found;

(2) North 68°42'17" East a distance of 1439.28 feet to a found 4" square concrete monument for the southwest corner of a called 100.16 acre tract conveyed to Huie H. Lamb, Jr., as described in Volume 2323, Page 739 of the O.P.R.W.C.T., and the southeast corner of said 226 acre tract;

THENCE with the north line of said 92.621 acre tract and the south line of said 100.16 acre tract, the following two (2) courses:

(1) THENCE North 69°03'28" East a distance of 946.84 feet to a nail found in the south side of a 12" Cedar tree;

(2) THENCE North 74°03'27" East a distance of 84.55 feet to a found 4" square concrete monument for the southeast corner of said 100.16 acre tract, and same the southwest corner of a called 9.53 acre tract of land conveyed to Parmer 274 Investments, LLC as described in Document Number 2012041079 of the O.P.R.W.C.T.;

THENCE with the north line of said 92.621 acre tract and said south line of said 9.53 acre tract, the following eleven (11) courses:

(1) South 86°58'08" East a distance of 77.96 feet to a found 1/2" iron rod;

(2) North 62°48'33" East a distance of 45.79 feet to a 40D nail found in root of 12" Cedar tree;

(3) North 72°05'13" East a distance of 17.47 feet to a 40D nail found in 10" Cedar tree;

(4) North 80°39'55" East a distance of 23.31 feet to a 60D nail found in base of fence post;

(5) North 81°41'28" East a distance of 168.82 feet to a 60D nail found in 12" Cedar tree;

(6) North 60°56'49" East a distance of 39.32 feet to a 40D nail found;

(7) North 57°46'48" East a distance of 64.79 feet to a 60D nail found in 12" Cedar tree;

(8) North 65°38'37" East a distance of 30.84 feet to a 60D nail found in 30" Live Oak tree;

(9) North 68°16'06" East a distance of 158.61 feet to a 40D nail found;

(10) North 68°25'55" East a distance of 127.34 feet to a 60D nail found in 10" Cedar tree;

(11) North 72°46'46" East a distance of 108.25 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northeast corner of said 92.621 acre tract, and in the existing west right-of-way line of Ronald Reagan Boulevard (right-of-way width varies);

THENCE with the existing west right-of-way line of Ronald Reagan Boulevard, and the east line of said 92.621 acre tract, the following five (5) courses and distances:

(1) South 27°36'23" East a distance of 96.46 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 15°07'44" East a distance of 55.83 feet to a set 1/2" iron rod with cap marked "LANDESIGN";

(3) South 01°20'00" East a distance of 356.82 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(4) South 10°10'14" East a distance of 100.76 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(5) South 23°56'30" East a distance of 432.73 feet to a found 1/2" iron rod for the southeast corner of said 92.621 acre tract, and being on the north line of a called 57.07 acre tract conveyed to MP52 as recorded in Document Number 2012055771 of the O.P.R.W.C.T.;

THENCE with the south line of said 92.621 acre tract and the north line of said 57.07 acre tract, the following twelve (12) course and distances:

(1) South 81°39'46" West a distance for of 531.74 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 81°17'07" West a distance of 639.06 feet to a metal fence corner post;

(3) South 09°38'31" East a distance of 164.03 feet to a found 1/2" iron rod;

(4) South 80°18'44" West a distance of 586.19 feet to a found 1/2" iron rod;

(5) South 09°17'01" East a distance of 36.68 feet to a found 1/2" iron rod;

(6) South 68°47'48" West a distance of 142.01 feet to a found 1/2" iron rod;

(7) South 00°28'08" East a distance of 272.60 feet to a found 1/2" iron rod;

(8) South 59°00'22" East a distance of 567.45 feet to a metal fence post;

(9) South 31°41'25" West a distance of 74.76 feet to a found 1/2" iron rod;

(10) South 56°38'19" East a distance of 741.46 feet to a found 1/2" iron rod;

(11) South 33°16'35" West a distance of 34.80 feet to a found 1/2" iron rod;

(12) South 52°04'56" East a distance of 39.91 feet to a found 1/2" iron rod for the southwest corner of said 57.07 acre tract, and being on a the north line of Tract 7, Kittie Hill Acres;

THENCE with the south line of said 92.621 acre tract and the remainder of said Tract 7, the following two (2) courses:

(1) South 51°39'00" East for a distance of 81.12 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 17°00'35" West for a distance of 171.42 feet to a found 1/2" iron rod in the south line of said 92.621 acre tract, and in the existing north right-of-way line of Airport Drive (50' Right-of-Way);

THENCE North 71°58'26" West with the south line of said 92.621 acre tract and the north right-of-way line of Airport Drive, a distance of 328.07 feet to a 1/2" iron rod found for angle point in the south line of said 92.621 acre tract, and being the southeast corner of said 52.640 acre tract;

THENCE South 69°17'46" West with the south line of said 52.640 acre tract, the north line of said Kittie Hill Acres, passing an iron found for the northeast corner of said Tract 1, Kittie Hills Acres at a distance of 78.16 feet and continuing a total distance of 120.34 feet to a 1/2" iron rod found for an angle point in the south line of said 52.640 acre tract, and being in the north line of said Tract 1, said Kittie Hill Acres;

THENCE South 69°22'09" West with the south line of said 52.640 acre tract, the north line of said Tract 1, and the north line of said Tract 2 a distance of 681.39 feet to the POINT OF BEGINNING;

This parcel contains 145.26 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Bell County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

28 Sept 12

Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938

STATE OF TEXAS
REGISTERED
JOSEPH BEAVERS
4938
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT A-1

Landesign Services, Inc.
555 Round Rock West Drive
Bldg. D, Suite 170
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 52.290 ACRES OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS, BEING COMPRISED OF ALL OF THE REMAINDER OF A CALLED 57.07 ACRE TRACT DESCRIBED IN DEED TO MP52, LLC. RECORDED IN DOCUMENT NUMBER 2012022771 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at the northeast corner of the remainder of the said 57.07 acre tract, the southeast corner of a called 92.621 acre tract to Densford Aviation services, Inc. described in Deed of Trust recorded in Document No. 2009070195 of the O.P.R.W.C.T., the northwest corner of a called 4.781 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard recorded in Document No. 2005069273 of the O.P.R.W.C.T., and the southwest corner of a called 3.249 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in Document No. 2005019365 of the O.P.R.W.C.T., from which a 1/2" iron rod with "Diamond Surveying" cap found at an angle point in the east line of said 92.621 acres and west line of said 3.249 acres bears North 23°56'30" West a distance of 432.73 feet (record - North 23°56'07" West, 432.86 feet).

THENCE with the east line of the remainder of said 57.07 acres and the west right-of-way line of Ronal Reagan Boulevard the following three (3) courses:

1. South 23°56'30" East 180.18 feet (record – South 23°56'07" East, 180.18 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;

2. South 14°44'51" East 461.77 feet (record – South 14°43'59" East, 461.78 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set;

3. South 24°16'14" East 603.74 feet (record – South 24°16'14" East, 603.74 feet) to a 1/2" rebar with plastic cap stamped "Landesign" set at the southeast corner of the remainder of the 57.07 acres, the southwest corner of the 4.781 acre tract, the northwest corner of a called 1.650 acre tract described in deed to Williamson County for right-of-way of Ronald Reagan Boulevard in said Document No. 2005069273 of the O.P.R.W.C.T., and in the north line of the remainder of Tract 11 of Kittie Hill Acres, a subdivision recorded in Cabinet F, Slide 45 of the Plat Records

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of Williamson County, Texas, from which a 1/2" iron rod with "Diamond Surveying" cap found in the east line of the remainder of said Tract 11 and the west line of said 1.650 acre right-of-way tract bears South 16°24'47" East a distance of 202.58 feet ;

THENCE South 69°19'28" West with the south line of the 57.07 acres and the north line of Kittie Hill Acres, passing the end of the south right-of-way line of Airport Drive (50' right-of-way width, Kittie Hill Acres) and the northwest corner of Tract 8 of Kittie Hill Acres at a distance of 627.62 feet from which a 1/2" iron rod found bears South 28°28'21" East a distance of 0.53 feet, passing the end of the north right-of-way line of Airport Drive and the northeast corner of Tract 7 of Kittie Hill Acres at a distance of 691.62 feet from which a spindle found bears North 60°25'02" West a distance of 0.39 feet, and continuing for a total distance of 1274.49 feet to a 1/2" iron rod found for the southwest corner of the 57.07 acres, the northwest corner of the remainder of Tract 7 of Kittie Hill Acres and in the east line of said 92.621 acres, from which a 1/2" iron rod with "Diamond Surveying" cap found in the west line of the remainder of Tract 7 and the east line of said 92.621 acres bears South 51°39'00" East a distance of 81.12 feet (record - South 51°40'29" East 81.00 feet);

THENCE with the west and north lines the 57.07 acres and the east line of the 92.621 acres, the following twelve (12) courses;

1. North 52°04'56" West 39.91 feet (record – North 51°59'17" West, 39.98 feet) to a 1/2" rebar found;

2. North 33°16'35" East 34.80 feet (record – North 33°16'09" East, 34.77 feet) to a 1/2" rebar found;

3. North 56°38'19" West 741.46 feet (record – North 56°38'06" West, 741.54 feet) to a 1/2" rebar found;

4. North 31°41'25" East 74.76 feet (record – North 31°40'51" East, 74.76 feet) to a metal fence post;

5. North 59°00'22" West 567.45 feet (record – North 59°01'16" West, 567.44 feet) to a 60d nail found;

6. North 00°28'08" West 272.60 feet (record – North 00°28'40" West, 272.98 feet) to a 1/2" rebar found;

7. North 68°47'48" East 142.01 feet (record – North 68°53'43" East, 142.07 feet) to a 1/2" rebar found;

8. North 09°17'01" West 36.68 feet (record – North 09°32'30" West, 36.64 feet) to a 1/2" rebar found;

9. North 80°18'44" East 586.19 feet (record – North 80°17'38" East, 586.36 feet) to a 1/2" rebar found;

10. North 09°38'31" West 164.03 feet (record – North 09°37'55" West, 164.03 feet) to a metal fence post;

11. North 81°17'07" East 639.06 feet (record – North 81°17'43" East, 639.14 feet) to a 1/2" iron rod with "Diamond Surveying" cap found;

12. North 81°39'46" East 531.74 feet (record – North 81°40'13" East, 531.66 feet) to the POINT OF BEGINNING;

This parcel contains 52.290 acres of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125 in Williamson County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum.

I certify that the survey was performed on the ground under my supervision.

8/22/2013

David R. Hartman — Date
Registered Professional Land Surveyor
State of Texas No. 5264

STATE OF TEXAS
REGISTERED
DAVID R. HARTMAN
5264
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT B

CONSENT ORDINANCE

Executive Summary

December 5, 2013

Agenda Subject: Consider action to approve a contract with M. Arthur Gensler & Associates, Inc. (Gensler) for marketing consulting services for the City of Leander Transit Oriented Development District (TOD).

Background: The City Council authorized funding for consulting services for the development of a marketing program and materials for the TOD as a part of the fiscal year 2013/14 budget.

Staff distributed a request for proposals from consulting firms and received four responses. After reviewing and scoring the responses and interviewing the highest scoring firm, staff is recommending that the Gensler team be awarded the contract. Their combined experience with the design of mixed use developments, knowledge of placemaking principles and marketing of mixed use communities stood out among the responses.

The proposed contract calls for 7 to 8 meetings with the City and stakeholders to develop a vision, brand platform and naming strategy, logo design and identity elements, design elements visual vocabulary, key messaging strategy, and final print and electronic materials including a web site.

The timeline is dependent upon availability of stakeholders for meetings, but is anticipated to take approximately 14 weeks.

Origination: Development Services Department

Financial

Consideration: The proposed fee for the consulting contract is $54,000 plus reimbursable expenses. The adopted budget included $50,000 in the Urban Design department toward this project. The additional amount will be funded from costs savings or fund balance.

Recommendation: Staff recommends approval of the proposed contract.

Attachments: 1. Contract

Prepared By: Tom Yantis, AICP
Director of Development Services 10/29/2013

212 Lavaca Street
Suite 390
Austin TX 78701
USA

Tel 512.867.8100
Fax 512.867.8101

Gensler

November 20, 2013

Joy Baggett-Simonton, CPPB
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646

Re: **TOD MARKETING CONSULTING SERVICES**
For City of Leander
Leander, Texas
Solicitation #13-010

Dear Joy:

Gensler is pleased to submit this proposal to provide Marketing Consulting Services for the City of Leander as follows:

A. Project

A.1. Project Understanding. This proposal pertains to Transit Oriented District Marketing Consulting Services for the City of Leander, Texas, specifically Phase One of a comprehensive branding and marketing campaign which shall consist of defining the identity and value proposition for the Leander TOD and establishing a framework for communicating the project's value to the development community. Phase One services shall include facilitation of a collaborative stakeholder workshop and the creation of a community name/identity/logo, marketing strategy and materials, and website concept, as described below.

A.2. Project Schedule. Gensler will develop a Project Schedule of important milestones for the City's review and approval. During the Project, Gensler and the City will monitor the Project for conformance with the Schedule, and Gensler will notify the City of any necessary changes in the Schedule. The following timeframes are presently projected:

Phase 1: Visioning & Research	2 weeks
Phase 2: Brand Platform & Naming Strategy	4 weeks
Phase 3: Logo Design/Identity Elements	3 weeks
Phase 4: Visual Vocabulary/Tone of Voice	2 weeks
Phase 5: Key Messaging Strategy	1 weeks
Phase 6: Final Brochure/Website Development	2 weeks

A.3. Project Team. The Gensler Project Team will consist of the following individuals and may not be changed without prior approval by the City:

Team Member	Role
Andy Waddle	Marketing Strategist (Primary Point-of-Contact)
Alan Colyer	Project Principal/Director of Planning & Urban Design Visioning/Facilitation Specialist
Stephanie Long	Project Manager
Beth Ready	Senior Graphic Designer
Jean Wallace	Graphic Designer
Lisa LeGrand	Graphic Designer
Todd Runkle	Principal/Managing Director, Austin

B. Basic Services

Basic Services will be organized into the following phases:

Phase 1: Visioning & Research **1-2 Meetings**

Gensler will ask the City to send any relevant background information, business strategies, previous brand positioning, site plans, renderings, etc. and review prior to visioning session.

Gensler will organize, prepare, and facilitate an interactive visioning session with key stakeholders. Gensler will prepare the protocol, tools, and platform for the workshop(s). As agreed upon in advance with the City, the goals/intended outcomes of this collaborative workshop will include, but not be limited to:

- Review and understand the target audience
- Research, discuss, and review:
    - Market positioning
    - Naming/identity concepts
    - Tagline/key messaging
    - Key marketing strength
    - Key marketing weakness
    - Collateral assessment
- Define brand expression opportunities
- Develop basis for brand platform
- Discuss highest aspirations and strategic plans for the TOD brand including: stakeholder vision for the business and community, short- and long-term goals and imperatives for success, stakeholder view on how the TOD will be positioned within the marketplace

Gensler will tour and observe the property with key City staff/stakeholders.

DELIVERABLES
Facilitate 1-2 Workshops
Site Tour and Key Observations Documentation
Documentation of Visioning Session

Phase 2: Brand Platform & Naming Strategy **1 Meeting**

Gensler will synthesize the information uncovered during Phase 1 in order to:

- Develop the TOD's strategic imperatives
- Define the brand's personality/"who we are/what the TOD is"
- Define the brand pillars/"what the TOD will provide"
- Define the functional benefit and how it will deliver a brand strategy that defines the TOD's brand promise
- Develop a brand promise/core idea
- Clarify and articulate the TOD's value proposition and personality in a clear and differentiating positioning statement
- Gensler will make two rounds of revisions to the initial brand platform
- Deliver a final brand platform document

If necessary, Gensler will develop recommendations on how the brand structure should be organized as well as naming structure recommendations for sub-brands (properties, services, programs, and products), as applicable. Brand Structure includes:

- Common elements of each sub-brand
- Differentiating elements of each sub-brand
- Unified expression of core values
- One round of revisions to brand structure
- Deliver a final brand structure document

DELIVERABLES
Initial Brand Platform and Positioning Document
Final Brand Platform and Positioning Document

Phase 3: Logo Design + Identity Elements **1 Meeting**

Gensler will develop a creative brief that articulates the strategic, conceptual, and functional criteria for the brand platform and:

- Develop a visual identity system for the TOD, including:
  - Logo design
  - Color palette
  - Font selection
- Expand font collection to be used on all visual communication pieces
- Design three logo concepts for the TOD brand
- Refine one logo design based on feedback from the City/stakeholders

- Provide the City with assets needed to secure legal clearance and protection *(Note: Gensler does not provide legal services for logo and trade dress, and a consultant would be an additional fee outside of our design scope)*

DELIVERABLES
Initial Logo Design
Final Logo Design

Phase 4: Visual Vocabulary + Tone of Voice **1 Meeting**
Gensler will develop core design elements, including fonts, color palette, pattern/texture, and style of imagery.

Gensler will develop design concepts to demonstrate how the visual vocabulary can be used, including:

- Two (2) marketing brochure concepts (including cover and two sample inside spreads)
- Two (2) website concepts (including home page and two sub-pages presented in static, storyboard format representing the design "look and feel"/user interface).
- Advertising concept (print or online banner), if requested
- Recommendation on brand photography, if requested. (It can be original photography, stock imagery, or a combination of both. Gensler will develop a list of brand photography that can be used throughout many communication pieces. If a photo shoot is required, art direction will be covered under a separate agreement.)
- One round of revisions to the visual vocabulary
- Develop up to five key brand phrases or terminology to be used throughout many communication pieces
- One round of revisions to tone of voice and key brand phrases

(Note: Following presentation and refinement of the marketing brochure and website design concepts, the City will select one (1) direction for each for further development. Gensler will incorporate any revisions into Phase 6 below.)

DELIVERABLES
Initial Visual Vocabulary and Tone-of-Voice Framework (marketing brochure concept, website concept, advertising concept)
Final Visual Vocabulary and Tone-of-Voice Framework

Phase 5: Key Messaging Strategy **1 Meeting**
Gensler will develop a key messaging strategy that includes the following:

- Inspirational message
- Informational message

- Target audience framework
- Message architecture with proof points (per audience)
- Audience journey with marketing touchpoints

For the TOD, we will consider existing and future residents/businesses, community members, and other key audience members defined during the visioning session.

One round of revisions to key messaging strategy

DELIVERABLES
Initial Key Messaging Strategy
Final Key Messaging Strategy

Phase 6: Final Brochure & Website Development 2 Meetings
Based on the approved Final Logo Design, Final Visual Vocabulary/Tone of Voice, and Final Key Messaging Strategy, Gensler will develop the following deliverables:

- Marketing Brochure
  - 12- 16 page document ready for electronic distribution (i.e. PDF file) and print production (*Note: Gensler's proposal does not include printing costs.)*
- Up to two rounds of revisions to Marketing Brochure
- TOD website
  - Gensler will apply the approved design direction to the home page and all secondary and tertiary level pages of the site.
  - Gensler will provide URL recommendations and Search Engine Optimization (SEO) content maximization.
  - Gensler acknowledges that the City of Leander desires a site that can be maintained in-house and will work with the City's preferred web development consultant, Aha Consulting, to create a user-friendly editing platform for the City.
  - Gensler will conduct a final quality assurance test on both PC/Mac and mobile platforms in order to ensure consistency and compatibility. (*Note: Gensler's proposal does not include domain name or website hosting costs.)*
- Up to two rounds of revisions to TOD Website

DELIVERABLES
Marketing Brochure
TOD Website

C. Supplemental or Additional Services

Supplemental or additional services not included in the Basic Services may be provided if required, upon written authorization or confirmation signed by the City of Leander and Gensler. These services include, but may not be necessarily limited to, those described in the attached Standard Terms and Conditions, unless otherwise stated in this Letter of Agreement.

D. Compensation and Other Conditions

1. **Basic Fees**: Fees for the Basic Services described above will be charged on an hourly basis. Only that work which is actually performed will be billed during each monthly period.

We estimate that the fees for the Basic Services will be as follows:

Visioning & Research	$10,000.00
Brand Platform & Naming Strategy	$15,000.00
Logo Design/Identity Elements	$15,000.00
Visual Vocabulary/Tone of Voice	$4,000.00
Key Messaging Strategy	$4,000.00
Marketing Brochure & Website Development	$6,000.00
TOTAL FEES	**$54,000.00**

2. **Consultants:** Other consultants' services and the preparation of any engineering or other documents are not included in the Basic Services, unless otherwise stated in this Agreement. We will cooperate with such other consultants and others not retained by us, but are not responsible for their work or services or the coordination thereof. Such services may include, but are not necessarily limited to, advertising services and public relations services. If any consultant services not in the Basic Services are to be provided by Gensler, consultant fees are to be compensated in accordance with the attached Standard Terms and Conditions, unless otherwise stated in this Letter of Agreement.

3. **Supplemental or Additional Services:** Fees for Supplemental or Additional Services or other hourly services are to be compensated by the City of Leander to Gensler upon receipt of invoice, on an hourly basis at our standard billing rates, which are attached or are available on request. These rates are subject to adjustment in accordance with Gensler' and consultants' normal salary review practices and times. Where the scope of Additional Services can be accurately defined beforehand, maximum or

lump sum fees may be established as agreed by the City of Leander and Gensler.

4. **Reimbursable Expenses:** In addition to the above fees, Reimbursable Expenses incurred in connection with the Project, are to be compensated upon receipt of invoice, in accordance with the attached Standard Terms and Conditions, unless otherwise stated in this Letter of Agreement. Gensler acknowledges that the City of Leander will require written approval of additional expenses such as travel prior to invoicing the City.

5. **Progress Payments**: Progress payments for Basic Services, Supplemental or Additional Services, and Reimbursable Expenses are to be made by the City of Leander to Gensler upon receipt of invoices, normally submitted monthly, in accordance with the attached Standard Terms and Conditions.

6. **Schedule:** Basic Services will start upon execution of this Agreement and are to proceed continuously until completion of the required services.

E. Agreement

This proposal shall become the Letter of Agreement upon signature by both parties. The Agreement is comprised of, in order of precedence: 1) this Letter of Agreement, and 2) the attached Standard Terms and Conditions. Where a portion of one document is amended by another of higher precedence, all applicable unmodified portions shall remain in effect.

Acceptance:

This Agreement is entered into, as of the date first written above, by the following signatories who are legally empowered and authorized to execute this Agreement.

AGREED:

ARCHITECT:

M. Arthur Gensler Jr. & Associates, Inc.
Type of Entity: A California Corporation

Signature:_____

Name:_____

Title: _____

Date Signed:_____

CLIENT:

City of Leander

Type of Entity: _____

Signature:_____

Name:_____

Title:_____

Date Signed:_____

STANDARD TERMS AND CONDITIONS FOR GRAPHIC DESIGN SERVICES (STC-G)

Gensler

1. Definitions

1.1. Agreement. The Agreement between Client and Graphic Designer for graphic design services is comprised of, in order of precedence, the Letter of Agreement, these Standard Terms and Conditions, and, if this Project includes Installation Work, Gensler's Standard Terms and Conditions (STC-S), edition current as of the date of this Agreement. Where a portion of one document is modified by another of higher precedence, all unmodified portions shall remain in effect.

1.2 Client. The party so designated in the Letter of Agreement or its authorized representative. The terms "Owner" or "Tenant" may also be used for the purpose of this Agreement in lieu of "Client", if applicable.

1.3 Graphic Designer. Gensler Graphics, Inc., and consultants retained by them, if any. Graphic Designer may also be referred to as "Designer", "Graphic Designer" or "Gensler".

1.4 Work. The graphic work for which Graphic Designer provides services, to be executed by fabricators, installers, contractors, or others.

2. Graphic Designer's Basic Services

2.1 Graphic Designer's Basic Services and Project Scope consist of and are limited to those described in the Letter of Agreement between Client and Graphic Designer and these Terms and Conditions.

2.2 Graphic Designer's services under this Agreement do not include production or implementation such as printing, fabrication, and installation, and Graphic Designer shall have no responsibility to the providers of such production or implementation.

2.3 Graphic Designer shall have authority to recommend to Client that Client reject Work that does not conform to Graphic Designer's drawings and specifications. However, neither this authority of Graphic Designer, nor a decision made either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of Graphic Designer to any contractors, subcontractors, fabricators, installers, material and equipment suppliers, their agents or employees or other persons performing or supplying the Work.

2.4 Assistance provided by Graphic Designer to Client in connection with contracts for the implementation, fabrication, or installation of the Work or other matters shall not be construed or relied upon as legal or insurance advice.

3. Client's Responsibilities

3.1 Client shall designate a representative authorized to act on its behalf to provide day-to-day working decisions and liaison with Graphic Designer. Client shall provide written confirmation of approvals of Graphic Designer's services and of authorizations to proceed with subsequent phases or elements of Graphic Designer's services, rendered promptly to avoid unreasonable delay in the progress of Graphic Designer's services. Client shall be solely responsible for proofreading and approving all final type before production or implementation. Services on each phase shall commence only after written approval of the previous phase is received. Written confirmation may consist of a letter, or signature or initialing of the drawings or other documents. Any verbal instruction or authorization that is confirmed by letter, meeting notes, memoranda, or the like, with a copy sent to Client's representative, and to which Client's representative takes no exception within five calendar days, shall be deemed equivalent to receipt of written instruction or authorization from Client. If Graphic Designer is required to make multiple presentations in order to secure approval of any action, report, data or presentation, such shall be compensated as Additional Services.

3.2 All communications between Client and any contractor, fabricator, installer and/or Graphic Designer's consultants, if any, shall be through Graphic Designer. Copies of all communications related to the Project shall be promptly transmitted to Graphic Designer.

4. Project Budget

4.1 Evaluations of Client's budget and Graphic Designer's estimates of the Project budget represent Graphic Designer's judgment as a design professional. It is recognized, however, that neither Graphic Designer nor Client has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, nor does Graphic Designer represent that bids or prices will not vary from the Project budget.

5. Additional Services

5.1 Additional Services (also referred to as "Supplemental" or "Supplementary" services) are not included in Basic Services and may be provided if agreed to in writing by Client and Graphic Designer or confirmed in writing by Graphic Designer. Unless otherwise stated in the Letter of Agreement, these services include, but are not limited to, the following.

5.1.1 Providing services resulting from changes in design criteria, changes in the extent of services, changes in the complexity of any elements of the Project or changes made after approval has been given for services previously performed.

5.1.2 Providing services in connection with the preparation of record drawings.

5.1.3 Providing services required by changes in the approved project schedule.

5.1.4 Providing services caused by contractor's or fabricator's errors or default in executing the Work in a proper or timely fashion.

5.1.5 Providing services in connection with meetings/presentations beyond those contracted.

5.1.6 Providing any other services that are not within the scope of Basic Services defined in this Agreement.

6. Reimbursable Expenses

6.1 The following expenses incurred by Graphic Designer are not included in the Basic Fee unless stated in the Letter of Agreement:

6.1.1 Outside costs for typography, photostats, transfers, photo retouching, photographic print, copy development, writing, editing, photography, and illustration, preparation of special artwork including drawing of logotypes, nonstandard typefaces, maps, diagrams, and charts, and preparation of existing materials for reproduction such as partial or complete redrawing, line conversion, retouching, captioning within an illustration, diagram, or map, and making camera-ready color separation overlays; production services including typesetting and proofreading; preparation of special presentation materials including slide presentations, and the like, such shall be billed at 1.15 times amounts invoiced to Graphic Designer.

6.1.2 Models, mockups, and renderings, photography, printing, reproductions, reproducibles, fax, telecommunications, long-distance communication, travel, out-of-town living expenses, delivery and messenger service, permit fees, sales tax, use tax, and other transfer or transactional taxes, additional expense of authorized overtime, and the

like, such shall be billed at 1.15 times amounts invoiced to Graphic Designer.

6.1.3 Where incurred as in-house hourly costs, the above expenses shall be charged at Graphic Designer's standard hourly billing rates.

7. Payments

7.1 Basis of Compensation. The basis and amount of Graphic Designer's Compensation shall be as described in the Letter of Agreement.

7.2 Progress Payments. An initial payment, if any is required by the Letter of Agreement, shall be paid prior to commencement of Graphic Designer's services, and is the minimum payment under this Agreement. The initial payment shall be deducted from the final payment to Graphic Designer. Subsequent payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Graphic Designer's invoices, which will be submitted monthly. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payments for the remaining amounts due. Amounts unpaid after thirty-five (35) days after the issue date of Graphic Designer's invoice shall be assessed a service charge of one and one-half percent (1 ½ %) per month on balances outstanding. This Agreement is not a consumer credit transaction subject to the Federal Truth in Lending Act.

7.3 Additional Services. Compensation shall be based on Graphic Designer's hourly flat rates, plus one and one-tenth (1.1) times Consultants' invoices to Graphic Designer, if any, plus any related Reimbursable Expenses, unless otherwise stated in this Agreement. Lump sum or guaranteed maximum fees may be submitted for Client's approval beforehand, where the scope of services can be reasonably projected.

7.4 Hourly Rate. Where services are to be compensated on an hourly basis, compensation shall be based on flat hourly rates set forth on Graphic Designer's and its Consultants' standard rate schedules, copies of which are attached or shall be provided to Client on request. Such rates may be adjusted in accordance with Graphic Designer's and Consultants' normal salary and expense review practices and times.

8. Time

8.1 Time Limitations. This Agreement anticipates that Graphic Designer's services will proceed as expeditiously as is consistent with normal professional skill and care and the orderly progress of the Work. Graphic Designer's services shall commence upon the execution of this Agreement, shall proceed continuously in accordance with the approved Project Schedule indicated by the Letter of Agreement or, if no such dates have been indicated, in accordance with the dates estimated at the time of the execution of this Agreement. If Graphic Designer's Basic Services have not been completed by such dates, the extension of Graphic Designer's services beyond that time shall be compensated as an Additional Service, and shall include any increases in Graphic Designer's hourly rates and other resultant additional costs.

8.2 Completion of Services. Graphic Designer's services under this Agreement shall be deemed complete upon termination of this Agreement or, if this Project includes Installation Work, thirty (30) days after the date of substantial completion of the Installation Work, whichever is earliest.

9. Claims and Disputes

9.1 Resolution of Claims and Disputes. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation under the auspices of a recognized neutral third-party professional mediation service, or other mediation method or service acceptable to both parties, prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

9.2 Prevailing Party. Should any proceedings be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceedings shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such proceedings or in a separate action brought for that purpose. For the purpose of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding. To the extent authorized by law, AEW

9.3 Indemnification. Client agrees to indemnify, defend and hold Graphic Designer, its officers, directors, shareholders, employees, agents and its consultants, harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including, but not limited to, injuries or death, or economic losses, arising out of the Project or the performance or nonperformance of obligations under this Agreement, except to the extent that such damages or losses are found by a court or forum of competent jurisdiction to be caused by Graphic Designer's negligent errors or omissions.

10. Termination, Suspension, or Abandonment

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with this Agreement, or if Client abandons the Project permanently or for more than sixty (60) consecutive days. Non-payment of fees or expenses due Graphic Designer, after seven days' written notice of suspension for such cause, may be considered substantial nonperformance. If the Project is terminated, abandoned or suspended, Graphic Designer shall be fully compensated for all amounts due for services performed and expenses incurred up to the notice of termination, abandonment or suspension. If the Project is resumed, Graphic Designer's compensation shall be equitably adjusted for expenses incurred in the interruption and resumption of services. Reasonable Termination Expenses attributable to termination shall also be due to Graphic Designer. Graphic Designer shall not be held liable for delay or damage caused Client because of termination, suspension, or abandonment. To the extent authorized by law, AEW

10.2 Indemnification if Terminated. In the event that Client terminates this Agreement prior to completion of the Work, or engages Graphic Designer for partial or less than full services throughout any phase of Project, Client agrees to indemnify, defend and hold Graphic Designer, its officers, directors, shareholders, employees, agents and its consultants, harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including, but not limited to, injuries or death, or economic losses, arising out of the Project and/or the Work, except where Graphic Designer is found to be solely liable as between the parties hereto as well as between any other persons, firms or any other legal entities for such damages or losses by a court or forum of competent jurisdiction.

11. Ownership, Protection of Designs, etc.

11.1 Client's Ownership of Designs, Marks, etc. Upon payment in full for all services rendered by Graphic Designer, the design, name, mark or other material in final form that is approved by Client and

selected for its use shall become Client's exclusive property to the extent provided by applicable national and international laws and treaties. All other designs, names, marks and material developed in the course of the design project shall remain the property of Graphic Designer, as is customary in the profession.

11.2 Transfer and Registration of Designs, Marks, etc. Legal transfer, protection and appropriate registration of a design, name, mark or other material developed by Graphic Designer is Client's sole responsibility and shall be done promptly after approval to preserve such rights.

11.3 Copyrights. Once Client has determined the proper methods of legal protection, Graphic Designer shall cooperate with Client as reasonably necessary to facilitate the protection of Client's selected design, name, mark or other material.

11.4 Availability of Designs, Marks, etc. The designs, names, marks and materials created by Graphic Designer are believed not to infringe upon the rights of others. However, Graphic Designer cannot warrant that Client will be immune from claims of others due to the complexity of the laws and regulations governing such rights and the virtual impossibility of searching the names and designs worldwide. It is recommended that Client consult its own legal counsel as to both availability and registerability of the proposed designs, names, marks and other materials as soon as those items are finally approved. If Client's availability search determines that Client's selected design name, mark, or other material is ineligible for registration due to similarities to preexisting work in the United States of America, Client shall request that Graphic Designer provide another name or design for Client's use.

11.5 Graphic Designer's Ownership of Designs, Marks, etc. Other than the finally approved and selected name, design, mark or other material, all drawings, artwork, specifications, and other visual presentation materials remain the property of Graphic Designer. All preliminary concepts, unapproved Work Product, unselected Work Product, and visual presentations produced by Graphic Designer, and all intellectual property rights contained therein, remain the exclusive property of Graphic Designer and may not be used by Client without the written permission of Graphic Designer. Client shall be entitled to temporary possession of such materials only for the purpose of review and archival reproduction, after which all materials shall be returned, unaltered, to Graphic Designer. Graphic Designer shall retain all final artwork, drawings, and specifications, for a period not to exceed one year, unless otherwise specified, from the date of the signing of this Agreement. Upon expiration of this period, all such materials may be destroyed unless Client has requested, in writing, that they are retained and Client pays reasonable storage charges. Client shall have reasonable access to all such materials for the purpose of review. Use or reuse of any designs, names, marks or other material developed by Graphic Designer beyond that granted herein shall require payment of a mutually agreed upon additional fee.

12. Miscellaneous Provisions

12.1 Designers Use. Graphic Designer may include descriptions, photographs, and drawings of the Work and/or the Project (other than promotional and professional Client's confidential or proprietary information, if Client so requests) in Graphic Designer's promotional and professional materials. Client shall provide Graphic Designer with samples of each printed or manufactured design, which Graphic Designer may use for publication, exhibition, or other promotional purposes. Such samples shall be representative of the highest quality of work produced. Client shall include professional credit for Graphic Designer and its principal consultants in appropriate publicity releases and the like. Graphic Designer shall have the right to include a credit line on the completed designs or any visual representations such as drawings, models, or photographs, and this same credit shall be included in any publication of the design by Client.

12.2 Assignment. Neither Client nor Graphic Designer may assign or transfer their interest in this Agreement without the written consent of the other. In the event that Client assigns this Agreement to another party, Graphic Designer shall be compensated for additional fees, expenses, and legal costs incurred by Graphic Designer in this connection.

12.3 Limitation of Liability. Client hereby agrees that Graphic Designer's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Work, the Project or this Agreement from any cause or causes including, but not limited to, Graphic Designer's negligence, errors, omissions or breach of contract shall not exceed the total compensation received by Graphic Designer under this Agreement. This limitation of liability shall apply to Client's claims for damages as well as Client's claims for contributions and indemnity with respect to third-party claims.

12.4 Hazardous Materials. In the event Client or Graphic Designer is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB), lead-based paints or any other potentially toxic or hazardous contaminants, materials, pollutants which, for the purpose of this provision, means solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and wastes at the site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Client acknowledges that Graphic Designer has no expertise in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating or removing any items, products, materials or processes containing Hazardous Substances ("Hazardous Substances Services"). Accordingly, Graphic Designer shall not provide these or any other related services. Client agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against Graphic Designer, if such a claim in any way arises out of Hazardous Substances or Hazardous Substances Services.

12.5 Law Governing. This Agreement shall be governed by the law of the State of [redacted] Texas. KW

12.6 Entire Agreement. This Agreement represents the entire agreement between Client and Graphic Designer and may be changed or modified only in writing by both parties.

Executive Summary

December 5, 2013

Council Agenda Subject: Consideration of an Ordinance Establishing a No Through Trucks Zone on County Road 290

Background: This proposed ordinance, prepared by the City Attorney, amends Section 12.05.002 of the Leander Code of Ordinances and provides for the establishment of a No Through Trucks Zone on CR 290 within the City Limits of Leander. Although the ordinance only applies within the City Limits, it effectively prohibits through truck traffic, including construction related trucks, attempting to access Grand Mesa from the Williamson/Travis County segments of CR 290 connecting to High Lonesome. Existing exceptions in place in Section 12.05.002(d)(2) of the Leander Code of Ordinances remain unchanged with this proposed action. This ordinance also revises and refines the definition of "Truck" in Section 12.05.00(c)(2).

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: Approximately $400.00 for the installation of regulatory signage

Recommendation: Staff requests approval of the Ordinance Establishing a No Through Trucks Zone on County Road 290.

Attachments: Proposed Ordinance Establishing a No Through Trucks Zone on County Road 290 and Section 12.05.002 of the Code of Ordinances

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ESTABLISHING A NO THROUGH TRUCKS ZONE ON COUNTY ROAD 290; AMENDING THE DEFINITION OF "TRUCKS"; PROVIDING EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the regulation of traffic and motor vehicles, particularly trucks, upon all public streets, roadway and right-of-ways is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the "City"); and

Whereas, it is reasonable and necessary for the protection of the public health, safety, and welfare to prohibit through truck traffic in certain areas and roadways of the City;

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

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 Section 12.05.002(c)(2). Section 12.05.002(c)(2), Leander Code of Ordinances (the "Code") is hereby amended in its entirety to read as follows:

(2) For the purpose of this section, "truck" shall mean any motor vehicle designed, used, or maintained primarily for the transportation of materials or property, including commercial motor vehicles, truck-tractors, road tractors, trailers, semi-trailers, pole trailers, and special mobile equipment.

Section 3. Amendment of Section 12.05.003. Section 12.05.003 of the Code is hereby amended in its entirety to read as follows:

Section 12.05.003. Through truck traffic prohibited

Through truck traffic is prohibited on the following streets:

(a) All portions of Bagdad Road located within the city limits.
(b) All portions of County Road 290 located within the city limits.
(c) Such other streets upon which the City Council prohibits through truck traffic by ordinance adopted from time to time and kept on file in the office of the City Secretary.

Section 4. Signs to be Posted. The Public Works Director his hereby authorized and directed to erect and maintain signs designating the streets described in Section 4 as "No Through Trucks" streets.

Section 5. Amendment of Ordinances. Sections 12.05.002(c)(2) and 12.05.003 are amended as provided herein. All prior ordinances of the City dealing with or applicable to the subject-matter of this ordinance are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 6. Open Meetings. 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*.

Section 7. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

Attest: **The City of Leander, Texas**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

Sec. 12.05.002 Through truck traffic generally

(a) Purpose. The purpose of this section is to establish general regulations controlling through truck traffic for trucks driving or operating on city streets, roadways or highways, or any segment thereof within the corporate limits of the city.

(b) Times when applicable. The provisions of this section prohibiting the driving or operation of a truck shall apply at all times or at those times herein specified or as indicated by official signs, or in compliance with the directions of a police officer or official traffic-control device.

(c) Definitions.

(1) Types of vehicles named in this section shall have the meanings ascribed to them in Texas Transportation Code, sections 502.001 and 622.014, as it may be amended.

(2) For the purpose of this section, "truck" means any truck or tractor-trailer combination that has dual or tandem rear axles.

(3) For the purpose of this section, "commercial vehicle" means any motor vehicle designed, used or maintained primarily for the transportation of material or property and which is used for the loading and unloading of such material or property.

(d) Prohibitions and exceptions.

(1) It shall be unlawful for any person to drive or operate any truck or other vehicle on any street, roadway, highway or segment of such street, roadway, or highway within the city limits when such street is marked with a sign prohibiting through truck traffic, if the truck or other vehicle is:

(A) Registered to have a gross vehicle weight rating in excess of 22,000 pounds according to the manufacturer's specifications; or

(B) With tandem [sic] or more axles.

(2) Exceptions. The provisions of this section shall not apply to vehicles that are:

(A) Owned, leased, used or in service to the city, the county, the state or the United States;

(B) School buses and public buses;

(C) Emergency vehicles in route to and returning from an emergency, including any wrecker or tow trucks;

(D) Making home deliveries or pickups of goods or services to a residence located on said street;

(E) Mobile homes which are being installed or removed from within the boundaries of the city;

(F) Travel trailers, boats and recreational vehicles;

(G) Owned or used in the service of public utilities when in the performance of their duties; or

(H) Making business deliveries to or pickups from a business or construction site located on said street.

(3) If the point of origin or destination (for commercial purposes only) for any such truck shall be off such street, roadway or highway and the only route to such location is by using such street, then such truck may proceed by the most direct route to and from the nearest street, roadway or highway not so marked. A bill of lading, routing sheet or other such documentation portraying the specific address from which the merchandise, goods or services are to be picked up or the address to which the delivery is to be made is prima facie proof of legitimacy.

(e) Any person convicted of violating any of the provisions of this section shall be punished by a fine in accordance with the general penalty provision found in section 1.01.009 of this code.

(2003 Code, sec. 12.503)

Sec. 12.05.003 Through truck traffic prohibited on Bagdad Road

It shall be unlawful for any person to operate upon those portions of Bagdad Road which are now within or may in the future be located within the city limits, any commercial motor vehicle, truck, truck-tractor or semi-trailer as through traffic. (2003 Code, sec. 12.501)

Executive Summary

December 5, 2013

Council Agenda Subject: Consideration of Award of Construction Contract for the Leander Water Tower Streetscape Improvements Project

Background: Four bids were received and opened on Wednesday, November 20, 2013, for the Leander Water Tower Streetscape Improvements Project. The proposed work includes installation of perimeter fencing and landscaping along Wigwam Drive. The attached bid tabulation lists the four bidders. The low bidder was Towns Land Services with a bid of $83,774.19. The second lowest bidder was Fazzone Construction with a bid of $120,969.12. The project's consultant, Tim Bargainer with Baker-Aicklen and Associates, Inc has reviewed the low bidder's experience with comparable projects. The consultant's bid tabulation and recommendation of award letter are attached.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: $83,774.19 from the Water Impact Fee Funds for the Crystal Falls Elevated Storage Tank, GL# 25-31-8328

Recommendation: Staff requests Council award the construction contract for the Leander Water Tower Streetscape Improvements Project to Towns Land Services in the amount of $83,774.19.

Attachments: Bid Tabulation and Recommendation of Award Letter

Prepared by: Patrick A. Womack, P.E. Public Works Director

City of Leander

BAKER-AICKLEN & ASSOCIATES, INC.

BID TABULATION

Project: **Water Tower Landscape**
Owner: **City of Leander**
Bid No.
Bid Date: **November 20, 2013 (3 p.m.)**

Ranking	BIDDER / COMPANY NAME BY ORDER RECEIVED/OPENED	ONE ORIGINAL & ONE COPY	BID FORM / SIGNED	ADDENDUM NO. 1 RECEIVED	ADDENDUM NO. 2 RECEIVED	ADDENDUM NO. 3 RECEIVED	BID BOND (5%)	TOTAL BASE BID (Items 1-15)	Alternate Bid (Item 2)	Total Base Bid + Alternate Bid (Item 2)
1	*Towns Land Services*	✓	✓	✓	✓	✓	✓	$73,489.19	$10,285.00	$83,774.19
2	*Fazzone Construction*	✓	✓	✓	✓	✓	✓	$110,388.66	$10,580.46	$120,969.12
3	*Braun & Butler Construction*	✓	✓	✓	✓	✓	✓	$113,302.00	$16,159.00	$129,461.00
4	*Texas EcoGrow*	✓	✓	✓	✓	✓	✓	$133,055.48	$20,420.40	$153,475.88
5										
6										
7										

Leander Water Tower Streetscape Improvements 2013 Bid Tabulation

Towns Land Services

Base Bid:						
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price	
1	Cedar post fence - concept 1 - along east and west sides	LF	487	$ 39.50	$ 19,236.50	
2	Cedar post fence - concept 2 (along Wigwam road)	LF	350	$ 65.36	$ 22,876.00	
3	Limestone columns	EA	12	$ 990.00	$ 11,880.00	
4	Wood gate to match cedar post fence - concept 2	EA	1	$ 660.00	$ 660.00	
5	Decomposed granite landscape bed - 4" depth	CY	22	$ 62.73	$ 1,380.06	
6	Garden mix - 8" depth	CY	120	$ 25.60	$ 3,072.00	
7	Texas hardwood mulch - 4" depth	CY	60	$ 26.70	$ 1,602.00	
8	Large Trees	EA	4	$ 352.00	$ 1,408.00	
9	Small Trees	EA	9	$ 378.67	$ 3,408.03	
10	Large Shrubs	EA	25	$ 47.95	$ 1,198.75	corrected by $.15
11	Medium Shrubs	EA	25		$ -	no bid?
12	Small Shrubs	EA	50	$ 19.02	$ 951.00	
13	Groundcovers	EA	150	$ 6.86	$ 1,029.00	
14	Drip Irrigation	LS	120	$ 39.90	$ 4,788.00	
					$ 73,489.34	

Alternate Bid:					
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price
2	Vinyl coated chain link fence along back	LF	374	$ 27.50	$ 10,285.00
				Alt Bid Subtotal	**$ 10,285.00**
				Total Base Bid + Alt	**$ 83,774.34**

Leander Water Tower Streetscape Improvements 2013 Bid Tabulation
Fazzone Construction

Base Bid:						
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price	
1	Cedar post fence - concept 1 - along east and west sides	LF	487	$ 67.65	$ 32,945.55	
2	Cedar post fence - concept 2 (along Wigwam road)	LF	350	$ 72.57	$ 25,399.50	
3	Limestone columns	EA	12	$ 1,950.00	$ 23,400.00	
4	Wood gate to match cedar post fence - concept 2	EA	1	$ 922.50	$ 922.50	
5	Decomposed granite landscape bed - 4" depth	CY	22	$ 79.95	$ 1,758.90	
6	Garden mix - 8" depth	CY	120	$ 55.35	$ 6,642.00	
7	Texas hardwood mulch - 4" depth	CY	60	$ 55.35	$ 3,321.00	
8	Large Trees	EA	4	$ 461.25	$ 1,845.00	
9	Small Trees	EA	9	$ 461.25	$ 4,151.25	
10	Large Shrubs	EA	25	$ 43.05	$ 1,076.25	
11	Medium Shrubs	EA	25	$ 28.29	$ 707.25	
12	Small Shrubs	EA	50	$ 11.07	$ 553.50	
13	Groundcovers	EA	150	$ 11.07	$ 1,660.50	
14	Drip Irrigation	LS	120	$ 50.04	$ 6,004.80	corrected by $.06
					$ 110,388.00	

Alternate Bid:					
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price
2	Vinyl coated chain link fence along back	LF	374	$ 28.29	$ 10,580.46
				Alt Bid Subtotal	**$ 10,580.46**
				Total Base Bid + Alt	**$ 120,968.46**

Leander Water Tower Streetscape Improvements 2013 Bid Tabulation
Fazzone Construction

Base Bid:					
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Cedar post fence - concept 1 - along east and west sides	LF	487	$ 68.53	$ 33,374
2	Cedar post fence - concept 2 (along Wigwam road)	LF	350	$ 47.86	$ 16,751
3	Limestone columns	EA	11	$ 2,331.82	$ 25,650
4	Wood gate to match cedar post fence - concept 2	EA	1	$ 1,505.00	$ 1,505
5	Decomposed granite landscape bed - 4" depth	CY	22	$ 213.45	$ 4,696
6	Garden mix - 8" depth	CY	120	$ 66.69	$ 8,003
7	Texas hardwood mulch - 4" depth	CY	60	$ 136.83	$ 8,210
8	Large Trees	EA	4	$ 497.00	$ 1,988
9	Small Trees	EA	9	$ 329.56	$ 2,966
10	Large Shrubs	EA	39	$ 26.15	$ 1,020
11	Medium Shrubs	EA	46	$ 25.57	$ 1,176
12	Small Shrubs	EA	72	$ 9.40	$ 677
13	Groundcovers	EA	40	$ 9.00	$ 360
14	Drip Irrigation	LS		$ 6,926.00	$ 6,926
					$ 113,302

Alternate Bid:						
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price	
2	Vinyl coated chain link fence along back	LF	374	$ 43.21	$ 16,161	corrected by $2
				Alt Bid Subtotal	**$ 16,161**	
				Total Base Bid + Alt	**$ 129,463**	

Leander Water Tower Streetscape Improvements 2013 Bid Tabulation
Texas EcoGrow

Base Bid:						
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price	
1	Cedar post fence - concept 1 - along east and west sides	LF	487	$ 70.35	$ 34,260.45	
2	Cedar post fence - concept 2 (along Wigwam road)	LF	350	$ 119.49	$ 41,821.50	
3	Limestone columns	EA	12	$ 2,067.45	$ 24,809.40	
4	Wood gate to match cedar post fence - concept 2	EA	1	$ 1,386.00	$ 1,386.00	
5	Decomposed granite landscape bed - 4" depth	CY	22	$ 57.75	$ 1,270.50	
6	Garden mix - 8" depth	CY	120	$ 78.75	$ 9,450.00	
7	Texas hardwood mulch - 4" depth	CY	60	$ 57.75	$ 3,465.00	
8	Large Trees	EA	4	$ 420.00	$ 1,680.00	
9	Small Trees	EA	9	$ 472.50	$ 4,252.50	
10	Large Shrubs	EA	25	$ 31.50	$ 787.50	
11	Medium Shrubs	EA	25	$ 21.00	$ 525.00	
12	Small Shrubs	EA	50	$ 9.45	$ 472.50	
13	Groundcovers	EA	150	$ 2.89	$ 433.50	corrected by $.37
14	Drip Irrigation	LS	120	$ 70.35	$ 8,442.00	
					$ 133,055.85	

Alternate Bid:					
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price	Bid Price
2	Vinyl coated chain link fence along back	LF	374	$ 54.60	$ 20,420.40
				Alt Bid Subtotal	**$ 20,420.40**
				Total Base Bid + Alt	**$ 153,476.25**

BAKER-AICKLEN & ASSOCIATES, INC.

Friday, November 22, 2013

Pat Womack, P.E.
Director of Public Works
City of Leander, Texas
607 Municipal Drive
Leander, TX 78641

RE: Letter of Recommendation: Leander Water Tower Landscape Improvements

Dear Mr. Womack,

The bid process for the above referenced project is complete and four (4) bids were received on November 20, 2013, by 3 p.m.

After reviewing and certifying the attached Bid Tabulation, Baker-Aicklen & Associate, Inc. recommends R. Towns Enterprises LLC (dba Towns Land Services). be awarded the contract for the construction of this project with a total base bid amount of $73,489.19 and Alternate Bid (Item 2) in the amount o $10,285.00 for a total contract amount of $83,774.19.

Upon approval of this recommendation by the City Council of Leander, we will assist the City in executing the proper contract documents with the selected contractor.

Respectfully submitted,

Tim Bargainer, PLA, ASLA,
Director of Planning | Landscape Architecture
Baker-Aicklen and Associates, Inc.

Attachments: (1) Bid Tabulation

Executive Summary

December 5, 2013

Council Agenda Subject: Award Bid for purchase of Police pursuit and City department fleet vehicles from the following vendors – Meador Dodge Chrysler Jeep (Fort Worth, TX), Griffith Ford (Seguin, TX), Randall Reed's Prestige Ford (Garland, TX), and BuyBoard Cooperative Purchasing per Solicitation #S13-019.

Background: The FY 2013-14 budget includes funding for the purchase of fifteen (15) new and replacement vehicles as follows: Police (5); Parks & Recreation (2); Public Works (3); Engineering (1); Fire (2); Code Enforcement (1); Utility Billing (1). The six new vehicles are associated with new positions approved in the budget. The replacement vehicles are replacing vehicles that are beyond their useful lives. Competitive bids were solicited and eight bidders responded. Staff recommendation is to award five vehicles to Meador Dodge; four to Griffith Ford Seguin; three to Prestige Ford; and to purchase four from BuyBoard, a local government cooperative. The total amount of the purchases is $343,184.

Origination: Robert G. Powers, Finance Director

Financial Consideration: $353,184

Recommendation: Approval

Attachments: Recommendation Memo
Evaluation
Fleet Vehicle Council Summary

Prepared by: Robert G. Powers, Finance Director

City of Leander

INTEROFFICE MEMO

DATE: November 23, 2013

TO: Robert Powers

FROM: Joy Baggett

RE: Recommendation for Awards for Police Pursuit and Citywide Fleet Vehicles
Solicitation #S13-019 Police Pursuit and Citywide Fleet Vehicles

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The Purchasing Division recommends the following awards (document attached) for the purchase of fleet vehicles in accordance with the Best Value Evaluation Process.

Eight (8) responses were received. Two (2) HUBS were notified of the solicitation.

JB

CC: FILE

Bid Info: City of Leander
Police Pursuit and Citywide Fleet Vehicles
Solicitation No. #S13-019
Opening: 11/15/2013

EVALUATION CRITERIA	Max Points	Griffith Ford Sequin	Prestige Ford	Caldwell Country	Leif Johnson Ford	Meador Dodge
Price and Score	70	70	70	69	67	57
Item #15		$16,577.75	$16,600.00	$16,799.00	$17,143.00	$19,538.00
Meets City's Needs	30	30	30	30	30	30
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		2014 Ford F150 Regular Delivery 90-120 Days	2014 Ford F150 Regular Delivery 60-75 Days	2014 Ford F150 Regular Delivery 90-120 Days	2014 Ford F150 Regular Delivery 150 Days	2014 Dodge Ram 1500 Regular Delivery 120 Days
TOTAL:	100	100	100	99	97	87
		AWARD				

City of Lander Fleet Vehicle Award Schedule IFB#S13-109

ITEM #	Solicitation #S13-109	VENDOR	MAKE	MODEL	YEAR ('12, '13 or '14)	DAYS TO DELIVER	VEHICLE PRICE
#1 PD	PPV 2WD SUV - White	NO AWARD	BUYBOARD CO-OP CONTRACT PRICING WILL BE USED				$26,260.68
#2 PD	PPV SUV - Black	NO AWARD	BUYBOARD CO-OP CONTRACT PRICING WILL BE USED				$26,838.60
#3 PD	PPV Sedan - White	Meador Dodge	Dodge	Charger Pursuit	2014	120	$22,783.00
#4 PD	PPV Sedan - White	Meador Dodge	Dodge	Charger Pursuit	2014	120	$22,783.00
#5 PD	1/2 Ton Pick-Up Truck with 4-Door Crew Cab - Black Special Service Vehicle (SSV) Package	Meador Dodge	Dodge	Ram 1500 SSV	2014	120	$24,163.00
#6 PARD	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - White Towing Package	Griffith Ford Sequin	Ford	F250	2014	90	$24,435.82
#6A PARD	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - White Towing Package DEISEL ALTERNATE	NO AWARD	PRICING FOR DEISEL PROHIBITIVE				
#7 PARD	15-Passenger Van - White	Griffith Ford Sequin	Ford	E350 15-Passenger	2014	90	$24,262.50
#8 PW	1/2 Ton Pick-Up Truck 2-Door - White	Prestige Ford	Ford	F150	2014	60	$16,600.00
#9 PW	1/2 Ton Pick-Up Truck 2-Door - White	Prestige Ford	Ford	F150	2014	60	$16,600.00
#10 PW	3/4 Ton Pick-Up Truck 4-Door, Regular Cab - White With Utility Bed	NO AWARD	BUYBOARD CO-OP CONTRACT PRICING WILL BE USED				$23,298.00
#10A PW	3/4 Ton Pick-Up Truck 4-Door, Regular Cab - White With Utility Bed DEISEL ALTERNATE	NO AWARD	PRICING FOR DEISEL PROHIBITIVE				
#11 FIRE	1/2 Ton Pick-Up Truck with 4-Door Crew Cab - White	Griffith Ford Sequin	Ford	F150	2014	90	$22,217.01
#12 FIRE	1/2 Ton Pick-Up Truck with 4-Door Crew Cab - White Special Service Vehicle (SSV) Package, 4x4	Meador Dodge	Dodge	Ram 1500 SSV	2014	120	$24,722.00
#13 FIRE	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - Red Special Service Vehicle (SSV) Package, 4x4, Camper Shell	Prestige Ford	Ford	F250	2014	60	$29,000.00
#13A FIRE	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - Red Special Service Package, 4x4, Camper Shell	NO AWARD	PRICING FOR DEISEL PROHIBITIVE				
#14 ENG	1/2 Ton Pick-Up Truck, 4x4, 4-Door - White	Meador Dodge	Dodge	Ram 1500 4WD	2014	120	$22,643.00
#15 UB	1/2 Ton Pick-Up Truck, 2-Door - White	Griffith Ford Sequin	Ford	F150	2014	90	$16,577.75
							$343,184.36

Executive Summary

December 5, 2013

Council Agenda Subject: Consider appointments to the Veterans Park Committee, Economic Development Committee, Parks & Recreation Advisory Board and Library Foundation Board

Background: At the September 19, 2013 meeting, city council approved the establishment of a Veterans Park Committee. Several applications have been received from citizens wishing to serve on this committee. The Economic Development Committee does not have a set number of members. There have been some resignations from this committee and several citizens have shown an interest in serving on the EDC. The Parks and Recreation Advisory Board has one vacant place and the Library Foundation Board has two vacancies. Mayor Fielder has requested that these committees be filled as soon as possible.

Origination: Mayor Fielder

Financial Consideration: N/A

Recommendation:

Attachments: None

Prepared by: Debbie Haile, TRMC, City Secretary